

CITIGROUP INC. RATES BASE PROSPECTUS SUPPLEMENT (No.3) dated 22 May 2018, CGMHI RATES BASE PROSPECTUS SUPPLEMENT (No.3) dated 22 May 2018 and CGMFL RATES BASE PROSPECTUS SUPPLEMENT (No.3) dated 22 May 2018



CITIGROUP INC.
(incorporated in Delaware)

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 and registered with the Register of Trade and Companies of Luxembourg under number B169199)

each an issuer under the
Citi U.S.\$30,000,000,000 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)

This base prospectus supplement (the "**Citigroup Inc. Rates BP Supplement (No.3)**") constitutes a supplement for the purposes of Article 16 of Directive 2003/71/EC, as amended (the "**Prospectus Directive**") as implemented in Ireland by the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended by the Prospectus (Directive 2003/71/EC) Amending Regulations 2012, the "**Irish Prospectus Regulations**") and is supplemental to, and must be read in conjunction with, the Rates Base Prospectus dated 15 December 2017 (the "**Citigroup Inc. Rates Base Prospectus 2017**"), as supplemented by a Citigroup Inc. Rates BP Supplement (No.1) dated 1 February 2018 (the "**Citigroup Inc. Rates BP Supplement (No.1)**") and a Citigroup Inc. Rates BP Supplement (No.2) dated 24 April 2018 (the "**Citigroup Inc. Rates BP Supplement (No.2)**"), in each case, prepared by Citigroup Inc. (the Citigroup Inc. Rates Base Prospectus 2017, the Citigroup Inc. Rates BP Supplement (No.1) and the Citigroup Inc. Rates BP Supplement (No.2), together the "**Citigroup Inc. Rates Base Prospectus**") with respect to the Citi U.S.\$30,000,000,000 Global Medium Term Note Programme (the **Programme**).

This base prospectus supplement (the "**CGMHI Rates BP Supplement (No.3)**") also constitutes a supplement for the purposes of Article 16 of the Prospectus Directive and is supplemental to, and must be read in conjunction with, the Rates Base Prospectus dated 15 December 2017 (the "**CGMHI Rates Base Prospectus 2017**"), as supplemented by a CGMHI Rates BP Supplement (No.1) dated 1 February 2018 (the "**CGMHI Rates BP Supplement (No.1)**") and a CGMHI Rates BP Supplement (No.2) dated 24 April 2018 (the "**CGMHI Rates BP Supplement (No.2)**"), in each case, prepared by Citigroup Global Markets Holdings Inc. ("**CGMHI**") and Citigroup Inc. in its capacity as the CGMHI Guarantor (the CGMHI Rates Base Prospectus 2017, the CGMHI Rates BP Supplement (No.1) and the CGMHI Rates BP Supplement (No.2), together the "**CGMHI Rates Base Prospectus**") with respect to the Programme.

This base prospectus supplement (the "**CGMFL Rates BP Supplement (No.3)**") and, together with the Citigroup Inc. Rates BP Supplement (No.3) and the CGMHI Rates BP Supplement (No.3), the "**Supplement**" and "**Supplement (No.3)**") also constitutes a supplement for the purposes of Article 16 of the Prospectus Directive and is supplemental to, and must be read in conjunction with, the Rates Base Prospectus dated 15 December 2017 (the "**CGMFL Rates Base Prospectus 2017**"), as supplemented by a CGMFL Rates BP

Supplement (No.1) dated 1 February 2018 (the "**CGMFL Rates BP Supplement (No.1)**") and a CGMFL Rates BP Supplement (No.2) dated 24 April 2018 (the "**CGMFL Rates BP Supplement (No.2)**"), in each case, prepared by Citigroup Global Markets Funding Luxembourg S.C.A. ("**CGMFL**") and Citigroup Global Markets Limited in its capacity as the CGMFL Guarantor (the CGMFL Rates Base Prospectus 2017, the CGMFL Rates BP Supplement (No.1) and the CGMFL Rates BP Supplement (No.2), together the "**CGMFL Rates Base Prospectus**" and, together with the Citigroup Inc. Rates Base Prospectus and the CGMHI Rates Base Prospectus, the "**Base Prospectus**") with respect to the Programme.

Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

This Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Directive. The Central Bank only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the approval of the Citigroup Inc. Rates BP Supplement (No.3), the CGMHI Rates BP Supplement (No.3) and the CGMFL Rates BP Supplement (No.3) as Base Listing Particulars Supplements (the "**Citigroup Inc. Rates BLP Supplement (No.3)**", the "**CGMHI Rates BLP Supplement (No.3)**" and the "**CGMFL Rates BLP Supplement (No.3)**", respectively, and together, the "**BLP Supplement**"). Save where expressly provided or the context otherwise requires, where Notes are to be admitted to trading on the Global Exchange Market references herein to "Supplement", "Citigroup Inc. Rates BP Supplement (No.3)", the "CGMHI Rates BP Supplement (No.3)" and "CGMFL Rates BP Supplement (No.3)" shall be construed to be to "BLP Supplement", "Citigroup Inc. Rates BLP Supplement (No.3)", the "CGMHI Rates BLP Supplement (No.3)", and "CGMFL Rates BLP Supplement (No.3)", respectively.

Citigroup Inc. accepts responsibility for the information contained in this Supplement (excluding (i) the paragraphs set out under the heading "*Information relating to the CGMHI Rates Base Prospectus*" and "*Information relating to the CGMFL Rates Base Prospectus*" below and (ii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CGMHI ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY*"). To the best of the knowledge of Citigroup Inc. (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding (i) the paragraphs set out under the heading "*Information relating to the CGMHI Rates Base Prospectus*" and "*Information relating to the CGMFL Rates Base Prospectus*" below and (ii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CGMHI ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY*") is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMHI accepts responsibility for the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base Prospectus*" and "*Information relating to the CGMFL Rates Base Prospectus*" below, (ii) the information set out in Schedule 1 hereto (*Alternative Performance Measures (Citigroup Inc. 2018 Q1 Form 10-Q)*) and (iii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY*"). To the best of the knowledge of CGMHI (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base Prospectus*" and "*Information relating to the CGMFL Rates Base Prospectus*" below, (ii) the information set out in Schedule 1 hereto (*Alternative Performance Measures (Citigroup Inc. 2018 Q1 Form 10-Q)*) and (iii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY*") is in accordance with the facts and does not omit anything likely to affect the import of such information.

The CGMHI Guarantor accepts responsibility for the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base Prospectus*" and "*Information relating to the CGMFL Rates Base Prospectus*" below and (ii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY*" and the information set out in Elements B.1 to B.18 (inclusive)). To the best of the knowledge of the CGMHI Guarantor (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base*

Prospectus" and "*Information relating to the CGMFL Rates Base Prospectus*" below and (ii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY*" and the information set out in Elements B.1 to B.18 (inclusive)) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMFL accepts responsibility for the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base Prospectus*" and "*Information relating to the CGMHI Rates Base Prospectus*" below and (ii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMHI ONLY*"). To the best of the knowledge of CGMFL (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base Prospectus*" and "*Information relating to the CGMHI Rates Base Prospectus*" below and (ii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMHI ONLY*") is in accordance with the facts and does not omit anything likely to affect the import of such information.

The CGMFL Guarantor accepts responsibility for the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base Prospectus*" and "*Information relating to the CGMHI Rates Base Prospectus*" below, (ii) the information set out in Schedule 1 hereto (*Alternative Performance Measures (Citigroup Inc. 2018 Q1 Form 10-Q)*) and (iii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMHI ONLY*" and the information set out in Elements B.1 to B.18 (inclusive)). To the best of the knowledge of the CGMFL Guarantor (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding (i) the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Rates Base Prospectus*" and "*Information relating to the CGMHI Rates Base Prospectus*" below, (ii) the information set out in Schedule 1 hereto (*Alternative Performance Measures (Citigroup Inc. 2018 Q1 Form 10-Q)*) and (iii) the information set out in the Summary contained in Schedule 2 under the headings "*TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY*" and "*TO BE INCLUDED FOR NOTES ISSUED BY CGMHI ONLY*" and the information set out in Elements B.1 to B.18 (inclusive)) is in accordance with the facts and does not omit anything likely to affect the import of such information.

INFORMATION RELATING TO THE CITIGROUP INC. RATES BASE PROSPECTUS

Publication of the 2018 Q1 Form 10-Q of Citigroup Inc. on 2 May 2018

On 2 May 2018, Citigroup Inc. (as an Issuer under the Programme) filed its Quarterly Report on Form 10-Q (the "**Citigroup Inc. 2018 Q1 Form 10-Q**") for the three months ended 31 March 2018 with the Securities and Exchange Commission of the United States (the "**SEC**"). A copy of the Citigroup Inc. 2018 Q1 Form 10-Q has been filed with the Central Bank, Euronext Dublin and the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") and has been published on the website of the Luxembourg Stock Exchange (<https://dl.bourse.lu/dl?v=ADyMFy5zxNFitbuuk6wDBjcYcdQAWHo5VPKuMLmlGB9H9b1MRBDjUuEPY28waVA16SbSIB3oyLpLek4fONp/WfQh5cgP9ZFXOz1ckxouz/8TQw91F/zPjo6uL0Rltr22jkhliISaSvsbG2UdDvtFw2P+UBtca6Nj2Dh3UGlqK0=>). By virtue of this Supplement, the Citigroup Inc. 2018 Q1 Form 10-Q is incorporated by reference in, and forms part of, the Citigroup Inc. Rates Base Prospectus.

The following information appears on the page(s) of the Citigroup Inc. 2018 Q1 Form 10-Q as set out below:

1. Unaudited interim financial information of Citigroup Inc. in respect of the three months ended 31 March 2018, as set out in the Citigroup Inc. 2018 Q1 Form 10-Q:

	Page(s)
Consolidated Statements of Income and Comprehensive Income	82-83
Consolidated Balance Sheet	84-85
Consolidated Statement of Changes in Stockholders' Equity	86
Consolidated Statement of Cash Flows	87-88
Notes to Consolidated Financial Statements	89-191

2. Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2018 Q1 Form 10-Q:

	Page(s)
Description of the principal activities of Citigroup Inc.	2-24
Description of the principal markets in which Citigroup Inc. competes	3-24, 73, 93
Description of the principal investments of Citigroup Inc.	107-119
Description of trends and events affecting Citigroup Inc.	2-24, 26-39, 78-79, 89-92
Description of litigation involving Citigroup Inc.	183-184
Risk Management	40-74

Any information not listed in the cross-reference list above but included in the Citigroup Inc. 2018 Q1 Form 10-Q is given for information purposes only.

Alternative Performance Measures

Information relating to alternative performance measures ("**APMs**") for the purposes of the Guidelines published by the European Securities and Markets Authority (ESMA) is set out in Schedule 1 to this Supplement.

Change in Registrar and Transfer Agent

As of 27 April 2018, Citigroup Global Markets Deutschland AG has resigned as Registrar and Transfer Agent and Citigroup Inc. has appointed Citibank Europe plc at 1 North Wall Quay, Dublin 1, Ireland as successor Registrar and Transfer Agent in respect of all notes issued under the Programme after such date.

As a consequence thereof, all references in the Citigroup Inc. Rates Base Prospectus (including, for the avoidance of doubt, in the Conditions) to "Citigroup Global Markets Deutschland AG" shall be deemed to be references to "Citibank Europe plc".

Amendments to the Summary

The Summary set out in Section A of the Citigroup Inc. Rates Base Prospectus shall be amended as set out in Schedule 2 to this Supplement.

Amendments to the Risk Factors

The Risk Factors set out in Section B of the Citigroup Inc. Rates Base Prospectus shall be amended as set out in Schedule 3 to this Supplement.

Amendments to the Terms and Conditions of the Notes

The Terms and Conditions of the Notes set out in Section F of the Citigroup Inc. Rates Base Prospectus shall be amended as set out in Schedule 4 to this Supplement.

Amendments to the Pro Forma Final Terms

The Pro Forma Final Terms set out in Section F.3 of the Citigroup Inc. Rates Base Prospectus shall be amended as set out in Schedule 5 to this Supplement.

Amendments to the Pro Forma Pricing Supplement

The Pro Forma Pricing Supplement set out in Section F.4 of the Citigroup Inc. Rates Base Prospectus shall be amended as set out in Schedule 6 to this Supplement.

Significant change and material adverse change

There has been no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 March 2018 (the date of Citigroup Inc.'s most recently published unaudited interim financial statements), and there has been no material adverse change in the financial position or prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2017 (the date of Citigroup Inc.'s most recently published audited annual financial statements).

Legal proceedings

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 27 to the Consolidated Financial Statements included in the Citigroup Inc. 2017 Form 10-K K and (ii) Note 23 to the Consolidated Financial Statements included in the Citigroup Inc. 2018 Q1 Form 10-Q. Save as disclosed in the documents referenced above, neither Citigroup Inc. nor any of its subsidiaries is involved in, or has been involved in, any governmental, legal or arbitration proceedings that may have had, in the twelve months before the date of this Supplement, a significant effect on the financial position or profitability of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole, nor, so far as Citigroup Inc. is aware, are any such proceedings pending or threatened.

General

Save as disclosed in this Supplement (including any documents incorporated by reference herein), there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Citigroup Inc. Rates Base Prospectus since the publication of the Citigroup Inc. Rates BP Supplement (No.2).

Copies of the Citigroup Inc. Rates Base Prospectus 2017, the Citigroup Inc. Rates BP Supplement (No.1), the Citigroup Inc. Rates BP Supplement (No.2) and this Supplement will be available for inspection in electronic form, for so long as the Programme remains in effect or any Notes remain outstanding, at the specified office of

the Fiscal Agent and each of the other Paying Agents and all documents incorporated by reference in the Citigroup Inc. Rates Base Prospectus 2017 will be available on the website specified for each such document in the Citigroup Inc. Rates Base Prospectus.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Citigroup Inc. Rates Base Prospectus 2017 by this Supplement and (b) any statement in the Citigroup Inc. Rates Base Prospectus or otherwise incorporated by reference into the Citigroup Inc. Rates Base Prospectus 2017, the statements in (a) above will prevail.

Withdrawal rights

No non-exempt offers of Notes to the public made by Citigroup Inc. as Issuer pursuant to the Citigroup Inc. Rates Base Prospectus are on-going as of the date hereof, and consequently, no rights of withdrawal arise in accordance with regulation 52 of the Irish Prospectus Regulations following the publication of the Citigroup Inc. Rates BP Supplement (No.3).

INFORMATION RELATING TO THE CGMHI RATES BASE PROSPECTUS

Publication of the 2018 Q1 Form 10-Q of Citigroup Inc. on 2 May 2018

On 2 May 2018, Citigroup Inc. (as CGMHI Guarantor under the Programme) filed its Quarterly Report on Form 10-Q (the "**Citigroup Inc. 2018 Q1 Form 10-Q**") for the three months ended 31 March 2018 with the Securities and Exchange Commission of the United States (the "SEC"). A copy of the Citigroup Inc. 2018 Q1 Form 10-Q has been filed with the Central Bank, Euronext Dublin and the *Commission de Surveillance du Secteur Financier* ("CSSF") and has been published on the website of the Luxembourg Stock Exchange (<https://dl.bourse.lu/dl?v=ADyMFy5zxNFitbuuk6wDBjcYcdQAWHo5VPKuMLmlGB9H9b1MRBDjUuEPY28waVA16SbSIB3oyLpLek4fONp/WfQh5cgP9ZFXOz1ckxouz/8TQw91F/zPjo6uL0Rltr22jkhliISaSvsbG2UdDvtFw2P+UBtca6Nj2Dh3UGlqK0>). By virtue of this Supplement, the Citigroup Inc. 2018 Q1 Form 10-Q is incorporated by reference in, and forms part of, the CGMHI Rates Base Prospectus.

The following information appears on the page(s) of the Citigroup Inc. 2018 Q1 Form 10-Q as set out below:

1. Unaudited interim financial information of Citigroup Inc. in respect of the three months ended 31 March 2018, as set out in the Citigroup Inc. 2018 Q1 Form 10-Q:

	Page(s)
Consolidated Statements of Income and Comprehensive Income	82-83
Consolidated Balance Sheet	84-85
Consolidated Statement of Changes in Stockholders' Equity	86
Consolidated Statement of Cash Flows	87-88
Notes to Consolidated Financial Statements	89-191

Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2018 Q1 Form 10-Q:

	Page(s)
Description of the principal activities of Citigroup Inc.	2-24
Description of the principal markets in which Citigroup Inc. competes	3-24, 73, 93
Description of the principal investments of Citigroup Inc.	107-119
Description of trends and events affecting Citigroup Inc.	2-24, 26-39, 78-79, 89-92
Description of litigation involving Citigroup Inc.	183-184
Risk Management	40-74

Any information not listed in the cross-reference list above but included in the Citigroup Inc. 2018 Q1 Form 10-Q is given for information purposes only.

Publication of the Annual Financial Report of Citigroup Global Markets Holdings Inc. on 30 April 2018

On 30 April 2018, CGMHI (as an Issuer under the Programme) published its annual financial report for the year ended 31 December 2017 containing its audited consolidated financial statements as of 31 December 2017 and 2016 and for each of the years in the three year period ended 31 December 2017 (the "**CGMHI 2017 Annual**").

Report"). A copy of the the CGMHI 2017 Annual Report has been filed with the Central Bank, Euronext Dublin and the CSSF and has been published on the website of the Luxembourg Stock Exchange at (<https://dl.bourse.lu/dl?v=ADyMFy5zxNFitbuuk6wDBkxMb/ULvuTbPJVsvh7ZvNltUB4wHEAgn28s2bBgaStyWruTuFBtkAy6k4REpCWFihGDfJ8iIwKp3AOxC0VN5IgrI9/758nIuiUeXb+i6EkWlno1xvhQQ70i7ItRnl958+2v3jZi3Pzq9O9inK6JNpg8LPRYUH0c2JHCgJ9Zw0b7>). By virtue of this Supplement, the CGMHI 2017 Annual Report is incorporated by reference in, and forms part of, the CGMHI Rates Base Prospectus 2017.

The following information appears on the pages of the CGMHI 2017 Annual Report as set out below:

1. **The audited consolidated financial statements of CGMHI as of 31 December 2017 and 2016 for the years in the three year period ended 31 December 2017, as set out in the CGMHI 2017 Annual Report, namely:**

	Page(s) of the section entitled "Consolidated Financial Statements"
A. Consolidated statements of income	1
B. Consolidated statements of comprehensive income	2
C. Consolidated statements of financial condition	3-4
D. Consolidated statements of changes in stockholders' equity	5
E. Consolidated statements of cash flows	6
F. Notes to consolidated financial statements	7-70
G. Independent Auditor's Report	Thirty first page of the published CGMHI 2017 Annual Report

2. **The Management Report of the Issuer:**

	Page(s) of the section entitled "Management Report"
A. Management Report	1-25

Any information not listed in the cross-reference list above but included in the CGMHI 2017 Annual Report is additional information given for information purposes only.

Change in Registrar and Transfer Agent

As of 27 April 2018, Citigroup Global Markets Deutschland AG has resigned as Registrar and Transfer Agent and CGMHI and the CGMHI Guarantor have appointed Citibank Europe plc at 1 North Wall Quay, Dublin 1, Ireland as successor Registrar and Transfer Agent in respect of all notes issued under the Programme after such date.

As a consequence thereof, all references in the CGMHI Rates Base Prospectus (including, for the avoidance of doubt, in the Conditions) to "Citigroup Global Markets Deutschland AG" shall be deemed to be references to "Citibank Europe plc".

Change in the credit rating of CGMHI

On 23 March 2018, Moody's Investors Service, Inc. assigned a short-term senior debt rating of P-2 to CGMHI. References to the ratings of CGMHI in the Base Prospectus shall be deemed amended to reflect such change.

Alternative Performance Measures

Information relating to alternative performance measures ("APMs") for the purposes of the Guidelines published by the European Securities and Markets Authority (ESMA) is set out in Schedule 1 to this Supplement.

Amendments to the Summary

The Summary set out in Section A of the CGMHI Rates Base Prospectus shall be amended as set out in Schedule 2 to this Supplement.

Amendments to the Risk Factors

The Risk Factors set out in Section B of the CGMHI Rates Base Prospectus shall be amended as set out in Schedule 3 to this Supplement.

Amendments to the Terms and Conditions of the Notes

The Terms and Conditions of the Notes set out in Section F of the CGMHI Rates Base Prospectus shall be amended as set out in Schedule 4 to this Supplement.

Amendments to the Pro Forma Final Terms

The Pro Forma Final Terms set out in Section F.3 of the CGMHI Rates Base Prospectus shall be amended as set out in Schedule 5 to this Supplement.

Amendments to the Pro Forma Pricing Supplement

The Pro Forma Pricing Supplement set out in Section F.4 of the CGMHI Rates Base Prospectus shall be amended as set out in Schedule 6 to this Supplement.

Significant change and material adverse change

There has been no significant change in the consolidated financial or trading position of CGMHI and its subsidiaries taken as a whole since 31 December 2017 (the date of the most recently published audited annual financial statements of CGMHI) and there has been no material adverse change in the financial position or prospects of CGMHI and its subsidiaries taken as a whole since 31 December 2017 (the date of the most recently published audited annual financial statements of CGMHI).

There has been no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 March 2018 (the date of Citigroup Inc.'s most recently published unaudited interim financial statements), and there has been no material adverse change in the financial position or prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2017 (the date of Citigroup Inc.'s most recently published audited annual financial statements).

Legal proceedings

For a discussion of CGMHI's material legal and regulatory matters, see Note 16 to the Consolidated Financial Statements included in the CGMHI 2017 Annual Report. For a discussion of Citigroup Inc.'s material legal and regulatory matters, of which the matters discussed in Note 16 (as specified above) are a part, see (i) Note 27 to the Consolidated Financial Statements included in the Citigroup Inc. 2017 Form 10-K and (ii) Note 23 to the Consolidated Financial Statements included in the Citigroup Inc. 2018 Q1 Form 10-Q. Save as disclosed in the documents referenced above, neither CGMHI nor any of its subsidiaries is involved in, or has been involved in, any governmental, legal or arbitration proceedings that may have had in the twelve months before the date of this Supplement, a significant effect on the financial position or profitability of CGMHI or CGMHI and its subsidiaries taken as a whole, nor, so far as CGMHI is aware, are any such proceedings pending or threatened.

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 27 to the Consolidated Financial Statements included in the Citigroup Inc. 2017 Form 10-K and (ii) Note 23 to the Consolidated Financial Statements included in the Citigroup Inc. 2018 Q1 Form 10-Q. Save as disclosed in the documents referenced above, neither Citigroup Inc. nor any of its subsidiaries is involved in, or has been involved in, any governmental, legal or arbitration proceedings that may have had, in the twelve months before the date of this Supplement, a significant effect on the financial position or profitability of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole, nor, so far as Citigroup Inc. is aware, are any such proceedings pending or threatened.

General

Save as disclosed in this Supplement (including any documents incorporated by reference herein, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the CGMHI Rates Base Prospectus since the publication of the CGMHI Rates BP Supplement (No.2).

Copies of the CGMHI Rates Base Prospectus 2017, the CGMHI Rates BP Supplement (No.1), the CGMHI Rates BP Supplement (No.2) and this Supplement will be available for inspection in electronic form, for so long as the Programme remains in effect or any Notes remain outstanding, at the specified office of the Fiscal Agent and each of the other Paying Agents and all documents incorporated by reference in the CGMHI Rates Base Prospectus 2017 will be available on the website specified for each such document in the CGMHI Rates Base Prospectus.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the CGMHI Rates Base Prospectus 2017 by this Supplement and (b) any statement in the CGMHI Rates Base Prospectus or otherwise incorporated by reference into the CGMHI Rates Base Prospectus 2017, the statements in (a) above will prevail.

Withdrawal rights

No non-exempt offers of Notes to the public made by CGMHI as Issuer pursuant to the CGMHI Rates Base Prospectus are on-going as of the date hereof, and consequently, no rights of withdrawal arise in accordance with regulation 52 of the Irish Prospectus Regulations following the publication of the CGMHI Rates BP Supplement (No.3).

INFORMATION RELATING TO THE CGMFL RATES BASE PROSPECTUS

Publication of the 2018 Q1 Form 10-Q of Citigroup Inc. on 2 May 2018

On 2 May 2018, Citigroup Inc. (as indirect parent company of CGMFL) filed its Quarterly Report on Form 10-Q (the "**Citigroup Inc. 2018 Q1 Form 10-Q**") for the three months ended 31 March 2018 with the Securities and Exchange Commission of the United States (the "SEC"). A copy of the Citigroup Inc. 2018 Q1 Form 10-Q has been filed with the Central Bank, Euronext Dublin and the *Commission de Surveillance du Secteur Financier* ("CSSF") and has been published on the website of the Luxembourg Stock Exchange (<https://dl.bourse.lu/dl?v=ADyMFy5zxNFitbuuk6wDBjcYcdQAWho5VPKuMLmlGB9H9b1MRBDjUuEPY28waVA16SbSIB3oyLpLek4fONp/WfQh5cgP9ZFXOz1ckxouz/8TQw91F/zPjo6uL0Rltr22jkhliISaSvsbG2UdDvtFw2P+UBtca6Nj2Dh3UGlqlK0=>). By virtue of this Supplement, the Citigroup Inc. 2018 Q1 Form 10-Q is incorporated by reference in, and forms part of, the CGMFL Rates Base Prospectus.

The following information appears on the page(s) of the Citigroup Inc. 2018 Q1 Form 10-Q as set out below:

2. Unaudited interim financial information of Citigroup Inc. in respect of the three months ended 31 March 2018, as set out in the Citigroup Inc. 2018 Q1 Form 10-Q:

	Page(s)
A. Consolidated Statements of Income and Comprehensive Income	82-83
B. Consolidated Balance Sheet	84-85
C. Consolidated Statement of Changes in Stockholders' Equity	86
D. Consolidated Statement of Cash Flows	87-88
E. Notes to Consolidated Financial Statements	89-191

3. Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2018 Q1 Form 10-Q:

	Page(s)
A. Description of the principal activities of Citigroup Inc.	2-24
B. Description of the principal markets in which Citigroup Inc. competes	3-24, 73, 93
C. Description of the principal investments of Citigroup Inc.	107-119
D. Description of trends and events affecting Citigroup Inc.	2-24, 26-39, 78-79, 89-92
E. Description of litigation involving Citigroup Inc.	183-184
F. Risk Management	40-74

Any information not listed in the cross-reference list above but included in the Citigroup Inc. 2018 Q1 Form 10-Q is given for information purposes only.

Publication of the Annual Financial Report and Financial Statements of Citigroup Global Markets Funding Luxembourg S.C.A.

On 1 May 2018, CGMFL (as an Issuer under the Programme) published its annual report and audited non-consolidated financial statements for the period ended 31 December 2017 (the "**CGMFL 2017 Annual Report**") which is published on the website of the Luxembourg Stock Exchange (<https://dl.bourse.lu/dl?v=ADyMFy5zxNFitbuuk6wDBkzYR2jz/6eIJk0/hMydl83hiMKjebgHPZYaMKISSTaGikfpHEfuvrGFzPY92/062y7b8ShaegzimOYA5ioMGMtUnF7NAudLX8i4teCbiSQP>). By virtue of this Supplement, the CGMFL 2017 Annual Report is incorporated by reference in, and forms part of, the CGMFL Rates Base Prospectus 2017.

The following information appears on the page(s) of the CGMFL 2017 Annual Report as set out below:

1. **The audited non-consolidated financial statements of CGMFL in respect of the period ended 31 December 2017:**

	Page(s)
A. Statement of Profit or Loss and other Comprehensive Income	1
B. Statement of Financial Position	2
C. Statements of Changes in Equity	3
D. Cash Flow Statement	4
E. Notes to Financial Statements	5 – 35
F. Report on the financial statements by KPMG Luxembourg S.á.r.l.	Eleventh to sixteenth pages of the published CGMFL 2017 Annual Report

Any information not listed in the cross-reference list above but included in the CGMFL 2017 Annual Report is additional information given for information purposes only.

Change in Registrar and Transfer Agent

As of 27 April 2018, Citigroup Global Markets Deutschland AG has resigned as Registrar and Transfer Agent and CGMFL and the CGMFL Guarantor have appointed Citibank Europe plc at 1 North Wall Quay, Dublin 1, Ireland as successor Registrar and Transfer Agent in respect of all notes issued under the Programme after such date.

As a consequence thereof, all references in the CGMFL Rates Base Prospectus (including, for the avoidance of doubt, in the Conditions) to "Citigroup Global Markets Deutschland AG" shall be deemed to be references to "Citibank Europe plc".

Alternative Performance Measures

Information relating to alternative performance measures ("**APMs**") for the purposes of the Guidelines published by the European Securities and Markets Authority (ESMA) is set out in Schedule 1 to this Supplement.

Amendments to the Summary

The Summary set out in Section A of the CGMFL Rates Base Prospectus shall be amended as set out in Schedule 2 to this Supplement.

Amendments to the Risk Factors

The Risk Factors set out in Section B of the CGMFL Rates Base Prospectus shall be amended as set out in Schedule 3 to this Supplement.

Amendments to the Terms and Conditions of the Notes

The Terms and Conditions of the Notes set out in Section F of the CGMFL Rates Base Prospectus shall be amended as set out in Schedule 4 to this Supplement.

Amendments to the Pro Forma Final Terms

The Pro Forma Final Terms set out in Section F.3 of the CGMFL Rates Base Prospectus shall be amended as set out in Schedule 5 to this Supplement.

Amendments to the Pro Forma Pricing Supplement

The Pro Forma Pricing Supplement set out in Section F.4 of the CGMFL Rates Base Prospectus shall be amended as set out in Schedule 6 to this Supplement.

Significant change and material adverse change

There has been no significant change in the financial or trading position of CGMFL since 31 December 2017 (the date of its most recently published audited annual financial statements) and there has been no material adverse change in the financial position or prospects of CGMFL since 31 December 2017 (the date of its most recently published audited annual financial statements).

Legal proceedings

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 27 to the Consolidated Financial Statements included in the Citigroup Inc. 2017 Form 10-K and (ii) Note 23 to the Consolidated Financial Statements included in the Citigroup Inc. 2018 Q1 Form 10-Q. Save as disclosed in the documents referenced above, CGMFL has not been involved in any governmental, legal or arbitration proceedings that may have had, in the twelve months preceding the date of this Supplement, a significant effect on CGMFL's financial position or profitability nor, so far as CGMFL is aware, are any such proceedings pending or threatened.

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 27 to the Consolidated Financial Statements included in the Citigroup Inc. 2017 Form 10-K and (ii) Note 23 to the Consolidated Financial Statements included in the Citigroup Inc. 2018 Q1 Form 10-Q. Save as disclosed in the documents referenced above, CGML is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which CGML is aware) in the twelve months preceding the date of this Supplement which may have or have in such period had a significant effect on the financial position or profitability of CGML or CGML and its subsidiaries as a whole.

Corporate Authorities

The approval of the CGMFL Rates BP Supplement (No.3) has been authorised pursuant to resolutions of the board of managers of the Corporate Manager of CGMFL on 16 May 2018.

General

Save as disclosed in this Supplement (including any documents incorporated by reference herein), there has been no other significant new factor, material mistake or inaccuracy relating to information included in the CGMFL Rates Base Prospectus since the publication of the CGMFL Rates BP Supplement (No.2).

Copies of the CGMFL Rates Base Prospectus 2017, the CGMFL Rates BP Supplement (No.1), the CGMFL Rates BP Supplement (No.2) and this Supplement will be available for inspection in electronic form, for so long as the Programme remains in effect or any Notes remain outstanding, at the specified office of the Fiscal Agent

and each of the other Paying Agents and all documents incorporated by reference in the CGMFL Rates Base Prospectus 2017 will be available on the website specified for each such document in the CGMFL Rates Base Prospectus.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the CGMFL Rates Base Prospectus 2017 by this Supplement and (b) any statement in the CGMFL Rates Base Prospectus or otherwise incorporated by reference into the CGMFL Rates Base Prospectus 2017, the statements in (a) above will prevail.

Withdrawal rights

No non-exempt offers of Notes to the public made by CGMFL as Issuer pursuant to the CGMFL Rates Base Prospectus are on-going as of the date hereof, and consequently, no rights of withdrawal arise in accordance with regulation 52 of the Irish Prospectus Regulations following the publication of the CGMFL Rates BP Supplement (No.3).

SCHEDULE 1

ALTERNATIVE PERFORMANCE MEASURES (CITIGROUP INC. 2018 Q1 FORM 10-Q)

The Citigroup Inc. 2018 Q1 Form 10-Q contains several alternative performance measures (APMs). For further details on (i) the components of the APMs, (ii) how these APMs are calculated, (iii) an explanation of why such APMs provide useful information for investors and (iv) a reconciliation to the nearest equivalent US GAAP measures, please see references to "Non-GAAP Financial Measures" in the Citigroup Inc. 2018 Q1 Form 10-Q and the table below:

APM	Explanation of why use of APM provides useful information	Citigroup Inc. 2018 Q1 10-Q Page Reference for Basis of Calculation, Components, Reconciliation and Comparatives to Previous Reporting Periods
Results of Operations Excluding the impact of Foreign Exchange Translation	Citi believes the presentation of its results of operations excluding the impact of FX translation provides a more meaningful depiction for investors of the underlying fundamentals of its businesses.	Pages 3 to 4, 13, 17, 19, 23, 58, and 66
Common Equity Tier 1 Capital ratio	Citi includes this ratio to reflect full implementation of the U.S. Basel III rules as of and for all periods prior to December 31, 2017 consistent with current period presentation.	Pages 3, 7, 27, 28, 35, 36, 37, 39 and 64 to 65
Supplementary Leverage Ratio	Citi includes this ratio to reflect full implementation of the U.S. Basel III rules as of and for all periods prior to December 31, 2017 consistent with current period presentation.	Pages 4, 7, 27, 34, 35, 36 and 37
Tangible Common Equity and Tangible Book Value per Share	Citi believes these capital metrics provide useful information, as they are used by investors and industry analysts.	Pages 7 and 39
Return on Tangible Common Equity	Citi believes these capital metrics provide useful information for investors and industry analysts.	Page 39
Results of Operations Excluding the Impact of gains/losses on Loan Hedges	Citi believes the presentation of its results of operations excluding the impact of gain/(loss) on loan hedges related to accrual loans provides a more meaningful depiction for investors of the underlying fundamentals of its businesses.	Pages 4, 22, 23
Core Accrual Net Interest Revenue and Core Accrual Net Interest Margin	Citi believes the presentation of its Net Interest Margin provides a more meaningful depiction for investors of the underlying fundamentals of its businesses.	Page 66

SCHEDULE 2

AMENDMENTS TO THE SUMMARY

The Summary set out in Section A of the Base Prospectus shall be amended as set out below

SECTION A – SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for Notes, the Issuer and the CGMHI Guarantor (where the Issuer is CGMHI) or the CGMFL Guarantor (where the Issuer is CGMFL). Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in a summary because of the type of securities, issuer and guarantor, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.

SECTION A – INTRODUCTION AND WARNINGS

Element	Title	
A.1	Introduction	This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms. Any decision to invest in the Notes should be based on consideration of the Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms. Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated. Civil liability in Member States attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the applicable Final Terms, or it does not provide, when read together with the other parts of the Base Prospectus and the applicable Final Terms, key information in order to aid investors when considering whether to invest in the Notes.
A.2	Consent	[Not Applicable][The Notes may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus (a " Non-exempt Offer ").]
		[Non-exempt Offer in [●]: Subject to the conditions set out below, [CGMFL and CGML][Citigroup Inc.][CGMHI and Citigroup Inc.] consent(s) to the use of the Base Prospectus in connection with a Non-exempt Offer of Notes by the Dealers[, [●], [and] [each financial intermediary whose name is published on [CGMFL's][Citigroup Inc.'s][CGMHI's] website (www.[●]) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer] [and any financial intermediary which is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive, as amended (Directive 2014/65/EC) ¹ and publishes on its website the following statement (with the information in square brackets being completed with the relevant information): "We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the " Notes ") described in the Final Terms dated [insert

¹ By virtue of Supplement (No.2), the reference to the Markets in Financial Instruments Directive is updated.

Element	Title	
		<p><i>date</i>] (the "Final Terms") published by [Citigroup Inc./Citigroup Global Markets Holdings Inc./Citigroup Global Markets Funding Luxembourg S.C.A.] (the "Issuer"). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly."]</p> <p>(each an "Authorised Offeror" in [<i>specify Relevant Member State</i>]).</p> <p>[CGMFL's and CGML's][Citigroup Inc.'s][CGMHI's and Citigroup Inc.'s] consent referred to above is given for Non-exempt Offers of Notes during [●] (the "[<i>specify Relevant Member State</i>] Offer Period").</p> <p>The conditions to the consent of [CGMFL and CGML][Citigroup Inc.][CGMHI and Citigroup Inc.] [(in addition to the conditions referred to above)] are that such consent:</p> <p>(a) is only valid during the [<i>specify Relevant Member State</i>] Offer Period; [and]</p> <p>(b) only extends to the use of the Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in [<i>specify each Relevant Member State in which the particular Tranche of Notes can be offered</i>]; and</p> <p>(c) [<i>specify any other conditions applicable to the Non-exempt Offer of the particular Tranche in the Relevant Member State, as set out in the Final Terms</i>].]</p> <p>[<i>replicate section for each Relevant Member State in which a Non-exempt Offer of the Notes is made</i>]</p> <p>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION.</p>

SECTION B – ISSUERS AND GUARANTOR

[TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY:

Element	Title	
B.1	Legal and commercial name of the Issuer	Citigroup Global Markets Funding Luxembourg S.C.A. (" CGMFL ")

Element	Title																						
B.2	Domicile/ legal form/ legislation/ country of incorporation	CGMFL is 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 as 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 under number B 169.199.																					
B.4b	Trend information	Not Applicable. There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on CGMFL's prospects for its current financial year.																					
B.5	Description of the Group	CGMFL is a wholly owned indirect subsidiary of Citigroup Inc.. Citigroup Inc. is a holding company and services its obligations primarily by earnings from its operating subsidiaries (Citigroup Inc. and its subsidiaries, the " Group "). Citigroup Inc. is a global diversified financial services holding company, whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services. Citigroup Inc. has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other. ²																					
B.9	Profit forecast or estimate	Not Applicable. CGMFL has not made a profit forecast or estimate in the Base Prospectus.																					
B.10	Audit report qualifications	Not Applicable. There are no qualifications in any audit report on the historical financial information included in the Base Prospectus.																					
B.12	Selected historical key financial information:	The table below sets out a summary of key financial information extracted from CGMFL's Annual Report for the year ended 31 December 2017 ³ :																					
		<table border="0"> <thead> <tr> <th></th> <th style="text-align: right;">At or for the year ended 31 December 2017 (audited)</th> <th style="text-align: right;">At or for the year ended 31 December 2016 (audited)</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="2" style="text-align: center;">EUR</td> </tr> <tr> <td colspan="3">ASSETS</td> </tr> <tr> <td>Cash and cash equivalents</td> <td style="text-align: right;">1,545,154</td> <td style="text-align: right;">681,476</td> </tr> <tr> <td>Structured notes purchased</td> <td style="text-align: right;">3,218,173,605</td> <td style="text-align: right;">2,283,259,926</td> </tr> <tr> <td>Index linked certificates purchased</td> <td style="text-align: right;">545,774,194</td> <td style="text-align: right;">81,407,634</td> </tr> <tr> <td>Derivative assets</td> <td style="text-align: right;">252,541,042</td> <td style="text-align: right;">71,586,573</td> </tr> </tbody> </table>		At or for the year ended 31 December 2017 (audited)	At or for the year ended 31 December 2016 (audited)		EUR		ASSETS			Cash and cash equivalents	1,545,154	681,476	Structured notes purchased	3,218,173,605	2,283,259,926	Index linked certificates purchased	545,774,194	81,407,634	Derivative assets	252,541,042	71,586,573
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² By virtue of the CGMFL Rates BP Supplement (No.2), the words "As of 31 December 2016, Citigroup operated, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup's Global Consumer Banking business and Institutional Clients Group; and Citi Holdings, consisting of businesses and portfolios of assets that Citigroup has determined are not central to its core Citigroup business. Beginning in the first quarter of 2017, the remaining businesses and portfolio of assets in Citi Holdings were reported as part of Corporate/Other and other Citi Holdings ceased to be a separately reported business segment." are deleted and replaced by the words "As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other."

³ The selected historical key financial information of CGMFL is updated to include key financial information extracted from the CGMFL 2017 Annual Report which is incorporated by reference into the CGMFL Rates Base Prospectus by virtue of the CGMFL Rates BP Supplement (No.3).

Element	Title		
		Current income tax assets	24,838 8,838
		Other Assets	- 141,203
		TOTAL ASSETS	4,018,058,833 2,437,085,650
		LIABILITIES	
		Structured notes issued	3,218,173,605 2,283,259,926
		Index linked certificates issued	545,774,194 81,407,634
		Derivative liabilities	252,541,042 71,586,573
		Redeemable preference shares	5,449 1,234
		Other liabilities	936,084 388,353
		Current tax liabilities	51,559 6,144
		TOTAL LIABILITIES	4,017,481,933 2,436,649,864
		EQUITY	
		Share capital	500,000 500,000
		Retained earnings	76,900 (64,214)
		TOTAL EQUITY	576,900 435,786
		TOTAL LIABILITIES AND EQUITY	4,018,058,833 2,437,085,650
		<i>Statements of no significant or material adverse change</i>	
		There has been: (i) no significant change in the financial or trading position of CGMFL since 31 December 2017 ⁴ and (ii) no material adverse change in the financial position or prospects of CGMFL since 31 December 2017 ⁵ .	
B.13	Events impacting the Issuer's solvency	Not Applicable. There are no recent events particular to CGMFL which are to a material extent relevant to the evaluation of CGMFL's solvency, since 31 December 2017 ⁶ .	
B.14	Dependence upon other group entities	See Element B.5 Description of the Group and CGMFL's position within the Group. CGMFL is dependent on other members of the Group.	
B.15	Principal activities	The principal activity of CGMFL is to grant loans or other forms of funding directly or indirectly in whatever form or means to Citigroup Global Markets Limited, another subsidiary of Citigroup Inc., and any other entities belonging to the Group.	

⁴ The statement "There has been: (i) no significant change in the financial or trading position of CGMFL since 30 June 2017" has been deleted and replaced by "There has been: (i) no significant change in the financial or trading position of CGMFL since 31 December 2017" to reflect the incorporation by reference of the CGMFL 2017 Annual Report into the CGMFL Rates Base Prospectus by virtue of the CGMFL Rates BP Supplement (No.3).

⁵ The statement "no material adverse change in the financial position or prospects of CGMFL since 31 December 2016" has been replaced by "no material adverse change in the financial position or prospects of CGMFL since 31 December 2017" to reflect the incorporation by reference of the CGMFL 2017 Annual Report into the CGMFL Rates Base Prospectus by virtue of the CGMFL Rates BP Supplement (No.3).

⁶ The statement "There are no recent events particular to CGMFL which are to a material extent relevant to the evaluation of CGMFL's solvency since 31 December 2016" has been replaced by "There are no recent events particular to CGMFL which are to a material extent relevant to the evaluation of CGMFL's solvency since 31 December 2017" to reflect the incorporation by reference of the CGMFL 2017 Annual Report into the CGMFL Rates Base Prospectus by virtue of the CGMFL Rates BP Supplement (No.3).

Element	Title	
B.16	Controlling shareholders	The entire issued share capital of CGMFL is held by Citigroup Global Markets Funding Luxembourg GP S.à r.l. and Citigroup Global Markets Limited.
B.17	Credit ratings	CGMFL has a long/short term senior debt rating of A+/A-1 by Standard & Poor's Financial Services LLC and a long/short term senior debt rating of A/F1 by Fitch Ratings, Inc. [The Notes have been rated [●].] A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
B.18	Description of the Guarantee	The Notes issued will be unconditionally and irrevocably guaranteed by CGML pursuant to the CGMFL Deed of Guarantee. The CGMFL Deed of Guarantee constitutes direct, unconditional, unsubordinated and unsecured obligations of CGML and ranks and will rank <i>pari passu</i> (subject to mandatorily preferred debts under applicable laws) with all other outstanding, unsecured and unsubordinated obligations of CGML.
B.19	Information about the Guarantor	
B.19/B.1	Legal and commercial name of the Guarantor	Citigroup Global Markets Limited ("CGML")
B.19/B.2	Domicile/ legal form/ legislation/ country of incorporation	CGML is a private company limited by shares and incorporated in England under the laws of England and Wales.
B.19/B.4b	Trend information	The banking environment and markets in which the Group conducts its businesses ⁷ will continue to be strongly influenced by developments in the U.S. and global economies, including the results of the European Union sovereign debt crisis, Brexit and its associated economic, political, legal and regulatory ramifications, protectionist policies such as a withdrawal of the United States from the Trans-Pacific Partnership, uncertainties over the future path of interest rates ⁸ and the implementation and rulemaking associated with recent financial reform.
B.19/B.5	Description of the Group	CGML is a wholly owned indirect subsidiary of Citigroup Inc.. Citigroup Inc. is a holding company and services its obligations primarily by earnings from its operating subsidiaries. See Element B.5 above for a description of the Group.
B.19/B.9	Profit forecast or estimate	Not Applicable. CGML has not made a profit forecast or estimate in the Base Prospectus.

⁷ By virtue of the CGMFL Rates BP Supplement (No.2), the letters "es" are inserted.

⁸ By virtue of the CGMFL Rates BP Supplement (No.2), the words ", Brexit and its associated economic, political, legal and regulatory ramifications, protectionist policies such as a withdrawal of the United States from the Trans-Pacific Partnership, uncertainties over the future path of interest rates" are inserted.

Element	Title																																																																																																																															
B.19/B.10	Audit report qualifications	Not Applicable. There are no qualifications in any audit report on the historical financial information included in the Base Prospectus.																																																																																																																														
B.19/B.12	Selected historical key financial information	<p>The table below sets out a summary of key financial information extracted from CGML's Financial Report for the year ended 31 December 2016:</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">At or for the year ended 31 December</th> </tr> <tr> <th>2016 (audited)</th> <th>2015 (audited)</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;"><i>(in millions of U.S. dollars)</i></td> </tr> <tr> <td colspan="3">Income Statement Data:</td> </tr> <tr> <td>Gross Profit</td> <td style="text-align: right;">2,735</td> <td style="text-align: right;">3,259</td> </tr> <tr> <td>Commission income and fees</td> <td style="text-align: right;">1,320</td> <td style="text-align: right;">2,063</td> </tr> <tr> <td>Net dealing income</td> <td style="text-align: right;">1,612</td> <td style="text-align: right;">1,237</td> </tr> <tr> <td><i>Operating profit/loss ordinary activities before taxation</i></td> <td style="text-align: right;"><i>380</i></td> <td style="text-align: right;"><i>373</i></td> </tr> <tr> <td colspan="3">Balance Sheet Data:</td> </tr> <tr> <td>Total assets</td> <td style="text-align: right;">345,608</td> <td style="text-align: right;">323,339</td> </tr> <tr> <td>Debt (Subordinated)</td> <td style="text-align: right;">4,585</td> <td style="text-align: right;">5,437</td> </tr> </tbody> </table> <p>Total Shareholder's funds</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">At or for the six month period ended 30 June</th> </tr> <tr> <th>2017 (unaudited)</th> <th>2016 (unaudited)</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;"><i>(in millions of U.S. dollars)</i></td> </tr> <tr> <td colspan="3">Income Statement Data:</td> </tr> <tr> <td>Gross Profit</td> <td style="text-align: right;">1,775</td> <td style="text-align: right;">1,423</td> </tr> <tr> <td>Commission income and fees</td> <td style="text-align: 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Element	Title	
		<p><i>Statements of no significant or material adverse change</i></p> <p>There has been: (i) no significant change in the financial or trading position of CGML or CGML and its subsidiaries as a whole since 30 June 2017 and (ii) no material adverse change in the financial position or prospects of CGML or CGML and its subsidiaries as a whole since 31 December 2016.</p>
B.19/B.13	Events impacting the Guarantor's solvency:	Not Applicable. There are no recent events particular to CGML which are to a material extent relevant to the evaluation of CGML's solvency since 31 December 2016 ⁹ .
B.19/B.14	Dependence upon other Group entities	<p>CGML is a subsidiary of Citigroup Global Markets Holdings Bahamas Limited, which is a wholly-owned indirect subsidiary of Citigroup Inc.</p> <p>See Element B.19/B.5 for CGML's position within the Group. CGML is dependent on other members of the Group.</p>
B.19/B.15	The Guarantor's principal activities	CGML is a broker and dealer in fixed income, equity and commodity ¹⁰ securities and related products in the international capital markets and an underwriter and provider of corporate finance services, operating globally from the UK and through its branches in Europe and the Middle East. CGML also markets securities owned by other group undertakings on a commission basis.
B.19/B.16	Controlling shareholders	CGML is a subsidiary of Citigroup Global Markets Holdings Bahamas Limited.
B.19/B.17	Credit ratings	<p>CGML has a long term/short term senior debt rating of A+/A-1 by Standard & Poor's Financial Services LLC, A2/P-1 by Moody's Investors Service, Inc. and A/F1 by Fitch Ratings, Inc.</p> <p>[The Notes have been rated [●].]</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>

[TO BE INCLUDED FOR NOTES ISSUED BY CITIGROUP INC. ONLY

Element	Title	
B.1	Legal and commercial name of the Issuer	Citigroup Inc.
B.2	Domicile/ legal form/ legislation/ country of incorporation	Citigroup Inc. was established as a corporation incorporated in Delaware pursuant to the Delaware General Corporation Law.

⁹ By virtue of the CGMFL Rates BP Supplement (No.2), the word "2015" is deleted and replaced by the word "2016".

¹⁰ By virtue of the CGMFL Rates BP Supplement (No.2), the words "and equity" are deleted and replaced by the words ", equity and commodity".

Element	Title																														
B.4b	Trend information	The banking environment and markets in which the Group conducts its businesses ¹¹ will continue to be strongly influenced by developments in the U.S. and global economies, including the results of the European Union sovereign debt crisis and the implementation and rulemaking associated with recent financial reform.																													
B.5	Description of the Group	<p>Citigroup Inc. is a holding company and services its obligations primarily by earnings from its operating subsidiaries (Citigroup Inc. and its subsidiaries, the "Group").</p> <p>Citigroup Inc. is a global diversified financial services holding company, whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services. Citigroup Inc. has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other.¹²</p>																													
B.9	Profit forecast or estimate	Not Applicable. Citigroup Inc. has not made a profit forecast or estimate in the Base Prospectus.																													
B.10	Audit report qualifications	Not Applicable. There are no qualifications in any audit report on the historical financial information included in the Base Prospectus.																													
B.12	Selected historical key financial information:	<p>The table below sets out a summary of key financial information extracted from the consolidated financial statements of Citigroup Inc. contained in the Citigroup Inc. 2017 Form 10-K as filed with the SEC on 23 February 2018¹³:</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">At or for the year ended 31 December</th> </tr> <tr> <th>2017 (audited)</th> <th>2016 (audited)</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="2" style="text-align: center;"><i>(in millions of U.S. dollars)</i></td> </tr> <tr> <td colspan="3">Income Statement Data:</td> </tr> <tr> <td>Total revenues, net of interest expense</td> <td style="text-align: right;">71,499</td> <td style="text-align: right;">69,875</td> </tr> <tr> <td>Income/(loss) from continuing operations</td> <td style="text-align: right;">(6,627)</td> <td style="text-align: right;">15,033</td> </tr> <tr> <td>Citigroup's Net Income/(loss)</td> <td style="text-align: right;">(6,798)</td> <td style="text-align: right;">14,912</td> </tr> <tr> <td colspan="3">Balance Sheet Data</td> </tr> <tr> <td>Total assets</td> <td style="text-align: right;">1,842,465</td> <td style="text-align: right;">1,792,077</td> </tr> <tr> <td>Total deposits</td> <td style="text-align: right;">959,822</td> <td style="text-align: right;">929,406</td> </tr> </tbody> </table>		At or for the year ended 31 December		2017 (audited)	2016 (audited)		<i>(in millions of U.S. dollars)</i>		Income Statement Data:			Total revenues, net of interest expense	71,499	69,875	Income/(loss) from continuing operations	(6,627)	15,033	Citigroup's Net Income/(loss)	(6,798)	14,912	Balance Sheet Data			Total assets	1,842,465	1,792,077	Total deposits	959,822	929,406
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¹¹ By virtue of the Citigroup Inc. Rates BP Supplement (No.2), the letters "es" are inserted.

¹² By virtue of the Citigroup Inc. Rates BP Supplement (No.2), the words "As of 31 December 2016, Citigroup operated, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup's Global Consumer Banking business and Institutional Clients Group; and Citi Holdings, consisting of businesses and portfolios of assets that Citigroup has determined are not central to its core Citigroup business. Beginning in the first quarter of 2017, the remaining businesses and portfolio of assets in Citi Holdings were reported as part of Corporate/Other and other Citi Holdings ceased to be a separately reported business segment." are deleted and replaced by the words "As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other."

¹³ The selected historical key financial information of Citigroup Inc. is updated to include key financial information extracted from the Citigroup Inc. Annual Report for the year ended 31 December 2017 which is incorporated by reference into the Base Prospectus by virtue of the Citigroup Inc. Rates BP Supplement (No.2).

Element	Title		
	Long-term debt (including U.S.\$31,392 and U.S.\$ 26,254 as of 31 December 2017 and 2016, respectively, at fair value)	236,709	206,178
	Total Citigroup stockholders' equity	200,740	225,120
	The table below sets out a summary of key financial information extracted from Citigroup Inc.'s Quarterly Report for the three months ended 31 March 2018 ¹⁴ :		
		For the three months ended 31 March	
		2018 (unaudited)	2017 (unaudited)
		<i>(in millions of U.S. dollars)</i>	
	Income Statement Data:		
	Total revenues, net of interest expense	18,872	18,366
	Income from continuing operations	4,649	4,118
	Net Income	4,620	4,090
		As at 31 March	
		2018 (unaudited)	2017 (unaudited)
		<i>(in millions of U.S. dollars)</i>	
	Balance Sheet Data:		
	Total assets	1,922,104	1,821,479
	Total deposits	1,001,219	949,990
	Long-term debt	237,938	208,530
	Total Citigroup stockholders' equity	201,915	227,976
	Statements of no significant or material adverse change		
	There has been: (i) no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 March 2018 ¹⁵ and (ii) no material adverse change in the financial position or prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2017 ¹⁶ .		

¹⁴ The selected historical key financial information of Citigroup Inc. is updated to include key financial information extracted from the Citigroup Inc. 2018 Q1 Form 10-Q which is incorporated by reference into the Citigroup Inc. Rates Base Prospectus by virtue of the Citigroup Inc. Rates BP Supplement (No.3).

¹⁵ The statement "There has been no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 30 September 2017", as previously amended by the Citigroup Inc. Rates BP Supplement (No.2), has been replaced by "There has been no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 March 2018" to reflect the incorporation by reference of the Citigroup Inc. 2018 Q1 Form 10-Q into the Base Prospectus by virtue of the Citigroup Inc. Rates BP Supplement (No.3).

¹⁶ The statement "no material adverse change in the financial position or prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2016" has been replaced by "no material adverse change in the financial position or prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2017" to reflect the incorporation by reference of the Citigroup Inc. Annual Report for the year ended 31 December 2017 into the Base Prospectus by virtue of the Citigroup Inc. Rates BP Supplement (No.2).

Element	Title	
B.13	Events impacting the Issuer's solvency	Not Applicable. There are no recent events particular to Citigroup Inc. which are to a material extent relevant to the evaluation of Citigroup Inc.'s solvency since 31 December 2017 ¹⁷ .
B.14	Dependence upon other group entities	See Element B.5 description of Citigroup Inc. and its subsidiaries and Citigroup Inc.'s position within the Group.
B.15	Principal activities	Citigroup Inc. is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services.
B.16	Controlling shareholders	Citigroup Inc. is not aware of any shareholder or group of connected shareholders who directly or indirectly control Citigroup Inc.
B.17	Credit ratings	<p>Citigroup Inc. has a long term/short term senior debt rating of BBB+/A-2 by Standard & Poor's Financial Services LLC, Baa1/P-2 by Moody's Investors Service, Inc. and A/F1 by Fitch Ratings, Inc.</p> <p>[The Notes have been rated [●].]</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>

[TO BE INCLUDED FOR NOTES ISSUED BY CGMHI ONLY]

Element	Title	
B.1	Legal and commercial name of the Issuer	Citigroup Global Markets Holdings Inc. (" CGMHI ")
B.2	Domicile/legal form/legislation/country of incorporation	CGMHI is a corporation incorporated in the State of New York and organised under the laws of the State of New York.
B.4b	Trend information	The banking environment and markets in which the Group conducts its businesses ¹⁸ will continue to be strongly influenced by developments in the U.S. and global economies, including the results of the European Union sovereign debt crisis and the implementation and rulemaking associated with recent financial reform.
B.5	Description of the Group	<p>CGMHI is a wholly owned subsidiary of Citigroup Inc. Citigroup Inc. is a holding company and services its obligations primarily by earnings from its operating subsidiaries (Citigroup Inc. and its subsidiaries, the "Group").</p> <p>Citigroup Inc. is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a</p>

¹⁷ The statement "There are no recent events particular to Citigroup Inc. which are to a material extent relevant to the evaluation of Citigroup Inc.'s solvency since 31 December 2016" has been replaced by "There are no recent events particular to Citigroup Inc. which are to a material extent relevant to the evaluation of Citigroup Inc.'s solvency since 31 December 2017" to reflect the incorporation by reference of the Citigroup Inc. Annual Report for the year ended 31 December 2017 into the Base Prospectus by virtue of the Citigroup Inc. Rates BP Supplement (No.2).

¹⁸ By virtue of the CGMHI Rates BP Supplement (No.2), the letters "es" are inserted.

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		broad range of financial products and services. Citigroup Inc. has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other. ¹⁹																																																		
B.9	Profit forecast or estimate	Not Applicable. CGMHI has not made a profit forecast or estimate in the Base Prospectus.																																																		
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B.12	Selected historical key financial information:	<p>The table below sets out a summary of key financial information extracted from CGMHI's Financial Report for the fiscal year ended 31 December 2017²⁰:</p> <table border="1"> <thead> <tr> <th rowspan="3"></th> <th colspan="3">At or for the year ended 31 December</th> </tr> <tr> <th>2017</th> <th>2016</th> <th>2015</th> </tr> <tr> <th>(audited)</th> <th>(audited)</th> <th>(audited)</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="3" style="text-align: center;"><i>(in millions of U.S. dollars)</i></td> </tr> <tr> <td colspan="4">Income Statement Data:</td> </tr> <tr> <td>Consolidated revenues, net of interest expense</td> <td style="text-align: right;">10,734</td> <td style="text-align: right;">9,877</td> <td style="text-align: right;">11,049</td> </tr> <tr> <td>Consolidated income before income taxes</td> <td style="text-align: right;">1,969</td> <td style="text-align: right;">2,179</td> <td style="text-align: right;">2,481</td> </tr> <tr> <td>Consolidated net income</td> <td style="text-align: right;">651</td> <td style="text-align: right;">1,344</td> <td style="text-align: right;">2,022</td> </tr> <tr> <td colspan="4">Balance Sheet Data:</td> </tr> <tr> <td>Total assets</td> <td style="text-align: right;">456,201</td> <td style="text-align: right;">420,815</td> <td style="text-align: right;">390,817</td> </tr> <tr> <td>Term debt</td> <td style="text-align: right;">78,813</td> <td style="text-align: right;">49,416</td> <td style="text-align: right;">53,702</td> </tr> <tr> <td colspan="4">Stockholder's equity (fully paid):</td> </tr> <tr> <td>Common</td> <td style="text-align: right;">32,615</td> <td style="text-align: right;">32,747</td> <td style="text-align: right;">26,603</td> </tr> </tbody> </table>		At or for the year ended 31 December			2017	2016	2015	(audited)	(audited)	(audited)		<i>(in millions of U.S. dollars)</i>			Income Statement Data:				Consolidated revenues, net of interest expense	10,734	9,877	11,049	Consolidated income before income taxes	1,969	2,179	2,481	Consolidated net income	651	1,344	2,022	Balance Sheet Data:				Total assets	456,201	420,815	390,817	Term debt	78,813	49,416	53,702	Stockholder's equity (fully paid):				Common	32,615	32,747	26,603
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¹⁹ By virtue of the CGMHI Rates BP Supplement (No.2), the words "As of 31 December 2016, Citigroup operated, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup's Global Consumer Banking business and Institutional Clients Group; and Citi Holdings, consisting of businesses and portfolios of assets that Citigroup has determined are not central to its core Citigroup business. Beginning in the first quarter of 2017, the remaining businesses and portfolio of assets in Citi Holdings were reported as part of Corporate/Other and other Citi Holdings ceased to be a separately reported business segment." are deleted and replaced by the words "As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other."

²⁰ The selected historical key financial information of CGMHI is updated to delete the information at or for the year ended 31 December 2014 and the six months ended 30 June 2016 and 2017 and to include key financial information extracted from the CGMHI 2017 Annual Report which is incorporated by reference into the CGMHI Rates Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.3).

²¹ The statement "There has been: (i) no significant change in the financial or trading position of CGMHI or CGMHI and its subsidiaries taken as a whole since 30 June 2017" has been replaced by "There has been no significant change in the financial or trading position of CGMHI or CGMHI and its subsidiaries taken as a whole since 31 December 2017" to reflect the incorporation by reference of the CGMHI 2017 Annual Report into the CGMHI Rates Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.3).

Element	Title	
		CGMHI or CGMHI and its subsidiaries taken as a whole since 31 December 2017 ²² .
B.13	Events impacting the Issuer's solvency	Not Applicable. There are no recent events particular to CGMHI which are to a material extent relevant to the evaluation of CGMHI's solvency since 31 December 2017 ²³ .
B.14	Dependence upon other group entities	See Element B.5 description of CGMHI and its subsidiaries and CGMHI's position within the Group.
B.15	Principal activities	CGMHI operating through its subsidiaries, engages in full-service investment banking and securities brokerage business. The Issuer operates in the Institutional Clients Group segment (which includes Securities and Banking).
B.16	Controlling shareholders	CGMHI is a wholly owned subsidiary of Citigroup Inc.
B.17	Credit ratings	CGMHI has a long term/short term senior debt rating of BBB+/A-2 by Standard & Poor's Financial Services LLC, a long term/short term senior debt rating of A/F1 by Fitch Ratings, Inc. and a long term/short term senior debt rating of Baa1/P-2 by Moody's Investors Service, Inc. ²⁴ [The Notes have been rated [●].] A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
B.18	Description of the Guarantee	The Notes issued will be unconditionally and irrevocably guaranteed by Citigroup Inc. pursuant to the CGMHI Deed of Guarantee. The CGMHI Deed of Guarantee constitutes direct, unconditional, unsubordinated and unsecured obligations of Citigroup Inc. and ranks and will rank <i>pari passu</i> (subject to mandatorily preferred debts under applicable laws) with all other outstanding, unsecured and unsubordinated obligations of Citigroup Inc.
B.19	Information about the Guarantor	
B.19/B.1	Legal and commercial name of the Guarantor	Citigroup Inc.
B.19/B.2	Domicile/ legal form/ legislation/	Citigroup Inc. was established as a corporation incorporated in Delaware pursuant to the Delaware General Corporation Law.

²² The statement "no material adverse change in the financial position or prospects of CGMHI or CGMHI and its subsidiaries taken as a whole since 31 December 2016" has been replaced by "no material adverse change in the financial position or prospects of CGMHI or CGMHI and its subsidiaries taken as a whole since 31 December 2017" to reflect the incorporation by reference of the CGMHI 2017 Annual Report into the CGMHI Rates Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.3).

²³ The statement "There are no recent events particular to CGMHI which are to a material extent relevant to the evaluation of CGMHI's solvency since 31 December 2016" has been replaced by "There are no recent events particular to CGMHI which are to a material extent relevant to the evaluation of CGMHI's solvency since 31 December 2017" to reflect the incorporation by reference of the CGMHI 2017 Annual Report into the CGMHI Rates Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.3).

²⁴ By virtue of the CGMHI Rates BP Supplement (No.3), the statement "a long term senior debt rating of Baa1 by Moody's Investors Service, Inc." is deleted and replaced by "a long term/short term senior debt rating of Baa1/P-2 by Moody's Investors Service, Inc."

Element	Title																						
	country of incorporation																						
B.19/B.4b	Trend information	The banking environment and markets in which the Group conducts its businesses ²⁵ will continue to be strongly influenced by developments in the U.S. and global economies, including the results of the European Union sovereign debt crisis, Brexit and its associated economic, political, legal and regulatory ramifications, protectionist policies such as the withdrawal by the United States from the Trans-Pacific Partnership, uncertainties over the future path of interest rates ²⁶ and the implementation and rulemaking associated with recent financial reform.																					
B.19/B.5	Description of the Group	<p>Citigroup Inc. is a holding company and services its obligations primarily by earnings from its operating subsidiaries (Citigroup Inc. and its subsidiaries, the "Group").</p> <p>Citigroup Inc. is a global diversified financial services holding company, whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services. Citigroup Inc. has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other.²⁷</p>																					
B.19/B.9	Profit forecast or estimate	Not Applicable. Citigroup Inc. has not made a profit forecast or estimate in the Base Prospectus.																					
B.19/B.10	Audit report qualifications	Not Applicable. There are no qualifications in any audit report on the historical financial information included in the Base Prospectus.																					
B.19/B.12	Selected historical key financial information:	<p>The table below sets out a summary of key financial information extracted from the consolidated financial statements of Citigroup Inc. contained in the Citigroup Inc. 2017 Form 10-K as filed with the SEC on 23 February 2018²⁸:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th colspan="2" style="text-align: center;">At or for the year ended 31 December</th> </tr> <tr> <th></th> <th style="text-align: center;">2017</th> <th style="text-align: center;">2016</th> </tr> <tr> <th></th> <th style="text-align: center;">(audited)</th> <th style="text-align: center;">(audited)</th> </tr> <tr> <th></th> <th colspan="2" style="text-align: center;"><i>(in millions of U.S. dollars)</i></th> </tr> </thead> <tbody> <tr> <td colspan="3">Income Statement Data:</td> </tr> <tr> <td>Total revenues, net of interest expense</td> <td style="text-align: right;">71,499</td> <td style="text-align: right;">69,875</td> </tr> <tr> <td>Income/(loss) from</td> <td style="text-align: right;">(6,627)</td> <td style="text-align: right;">15,033</td> </tr> </tbody> </table>		At or for the year ended 31 December			2017	2016		(audited)	(audited)		<i>(in millions of U.S. dollars)</i>		Income Statement Data:			Total revenues, net of interest expense	71,499	69,875	Income/(loss) from	(6,627)	15,033
	At or for the year ended 31 December																						
	2017	2016																					
	(audited)	(audited)																					
	<i>(in millions of U.S. dollars)</i>																						
Income Statement Data:																							
Total revenues, net of interest expense	71,499	69,875																					
Income/(loss) from	(6,627)	15,033																					

²⁵ By virtue of the CGMHI Rates BP Supplement (No.2), the letters "es" are inserted.

²⁶ By virtue of the CGMHI Rates BP Supplement (No.2), the words ", Brexit and its associated economic, political, legal and regulatory ramifications, protectionist policies such as a withdrawal of the United States from the Trans-Pacific Partnership, uncertainties over the future path of interest rates" are inserted.

²⁷ By virtue of the CGMHI Rates BP Supplement (No.2), the words "As of 31 December 2016, Citigroup operated, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup's Global Consumer Banking business and Institutional Clients Group; and Citi Holdings, consisting of businesses and portfolios of assets that Citigroup has determined are not central to its core Citigroup business. Beginning in the first quarter of 2017, the remaining businesses and portfolio of assets in Citi Holdings were reported as part of Corporate/Other and other Citi Holdings ceased to be a separately reported business segment." are deleted and replaced by the words "As of 31 December 2017, Citigroup was managed pursuant to the following segments: Global Consumer Banking, Institutional Clients Group and Corporate/Other."

²⁸ The selected historical key financial information of Citigroup Inc. is updated to include key financial information extracted from the Citigroup Inc. Annual Report for the year ended 31 December 2017 which is incorporated by reference into the Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.2).

Element	Title		
		<i>continuing operations</i>	
	<i>Citigroup's Net Income/(loss)</i>	(6,798)	14,912
	Balance Sheet Data:		
	Total assets	1,842,465	1,792,077
	Total deposits	959,822	929,406
	Long-term debt (including U.S.\$31,392 and U.S.\$ 26,254 as of 31 December 2017 and 2016, respectively, at fair value)	236,709	206,178
	Total Citigroup stockholders' equity	200,740	225,120
	The table below sets out a summary of key financial information extracted from Citigroup Inc.'s Quarterly Report for the three months ended 31 March 2018 ²⁹		
		For the three months ended 31 March	
		2018	2017
		(unaudited)	(unaudited)
		<i>(in millions of U.S. dollars)</i>	
	Income Statement Data:		
	Total revenues, net of interest expense	18,872	18,366
	<i>Income from continuing operations..</i>	4,649	4,118
	<i>Net Income</i>	4,620	4,090
		As at 31 March	
		2018	2017
		(unaudited)	(unaudited)
		<i>(in millions of U.S. dollars)</i>	
	Balance Sheet Data:		
	Total assets	1,922,104	1,821,479
	Total deposits	1,001,219	949,990
	Long-term debt	237,938	208,530
	Total Citigroup stockholders' equity	201,915	227,976
	Statements of no significant or material adverse change		
	There has been: (i) no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 March 2018 ³⁰ and (ii) no material adverse change in the financial position or prospects of		

²⁹ The selected historical key financial information of Citigroup Inc. is updated to include key financial information extracted from the Citigroup Inc. 2018 Q1 Form 10-Q which is incorporated by reference into the CGMHI Rates Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.3).

³⁰ The statement "There has been no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 30 September 2017", as previously amended by the CGMHI Rates BP Supplement (No.2) has been replaced by "There has been no significant change in the financial or trading position of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole

Element	Title	
		Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2017 ³¹ .
B.19/B.13	Events impacting the Guarantor's solvency	Not Applicable. There are no recent events particular to Citigroup Inc. which are to a material extent relevant to the evaluation of Citigroup Inc.'s solvency since 31 December 2017 ³² .
B.19/B.14	Dependence upon other Group entities	See Element B.19/B.5 description of Citigroup Inc. and its subsidiaries and Citigroup Inc.'s position within the Group.
B.19/B.15	The Guarantor's principal activities	Citigroup Inc. is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services.
B.19/B.16	Controlling shareholders	Citigroup Inc. is not aware of any shareholder or group of connected shareholders who directly or indirectly control Citigroup Inc.
B.19/B.17	Credit ratings	<p>Citigroup Inc. has a long term/short term senior debt rating of BBB+/A-2 by Standard & Poor's Financial Services LLC, Baa1/P-2 by Moody's Investors Service, Inc. and A/F1 by Fitch Ratings, Inc.</p> <p>[The Notes have been rated [●].]</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>

SECTION C – SECURITIES

Element	Title	
C.1	Description of Notes/ISIN	<p>Notes are issued in Series. The Series number is [●]. The Tranche number is [●].</p> <p>[The Notes are titled Certificates and therefore all references to "Note(s)" and "Noteholder(s)" shall be construed to be to "Certificate(s)" and "Certificateholder(s)".]</p> <p>The Notes may be Credit Linked Interest Notes, Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Inflation Rate Notes, DIR Inflation Linked Notes, CMS Interest Linked Notes, Range Accrual Notes, Digital Notes,</p>

since 31 March 2018" to reflect the incorporation by reference of the Citigroup Inc. 2018 Q1 Form 10-Q into the Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.3).

³¹ The statement "no material adverse change in the financial position or prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2016" has been replaced by "no material adverse change in the financial position or prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2017" to reflect the incorporation by reference of the Citigroup Inc. Annual Report for the year ended 31 December 2017 into the Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.2).

³² The statement "There are no recent events particular to Citigroup Inc. which are to a material extent relevant to the evaluation of Citigroup Inc.'s solvency since 31 December 2016" has been replaced by "There are no recent events particular to Citigroup Inc. which are to a material extent relevant to the evaluation of Citigroup Inc.'s solvency since 31 December 2017" to reflect the incorporation by reference of the Citigroup Inc. Annual Report for the year ended 31 December 2017 into the Base Prospectus by virtue of the CGMHI Rates BP Supplement (No.2).

Element	Title	
		<p>Digital Band Notes, Inverse Floating Rate Notes, Spread Notes, Volatility Bond Notes, Previous Coupon Linked Notes or any combination of the foregoing.</p> <p>If the applicable Final Terms specify "Switcher Option" to be applicable for the relevant Notes, the Issuer will be able to switch from one interest basis to another as provided therein.</p> <p>The International Securities Identification Number (ISIN) is [●]. The Common Code is [●]. [The [CUSIP/WKN/Valoren] is [●].]</p>
C.2	Currency	The Notes are denominated in [●] and the specified ³³ currency for payments in respect of the Notes is [●].
C.5	Restrictions on the free transferability of the Notes	The Notes will be transferable, subject to the offering, selling and transfer restrictions with respect to the United States, European Economic Area, United Kingdom, Australia, Austria, the Kingdom of Bahrain, Brazil, Chile, Columbia, Costa Rica, Republic of Cyprus, Denmark, Dominican Republic, Dubai International Financial Centre, Ecuador, El Salvador, Finland, France, Guatemala, Honduras, Hong Kong Special Administrative Region, Hungary, Ireland, Israel, Italy, Japan, State of Kuwait, Mexico, Norway, Oman, Panama, Paraguay, Peru, Poland, Portugal, State of Qatar, Russian Federation, Kingdom of Saudi Arabia, Singapore, Switzerland, Taiwan, Republic of Turkey, United Arab Emirates and Uruguay and the laws of any jurisdiction in which the Notes are offered or sold.
C.8	Rights attached to the Notes, including ranking and limitations on those rights	<p>The Notes have terms and conditions relating to, among other matters:</p> <p>Ranking</p> <p>The Notes will constitute unsubordinated and unsecured obligations of the Issuer and rank and will at all times rank <i>pari passu and</i> rateably among themselves and at least <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.</p> <p>Negative pledge and cross default</p> <p>The terms of the Notes will not contain a negative pledge provision or a cross-default provision in respect of the Issuer [or the Guarantor].</p> <p>Events of default</p> <p>The terms of the Notes will [contain, amongst others,/be limited to] the following events of default:</p> <p>[To be included where Schedule A is not applicable: (a) default in payment of any principal or interest due in respect of the Notes, continuing for a period of 30 days in the case of interest or 10 days in the case of principal, in each case after the due date; (b) default in the performance, or breach, of any other covenant by the Issuer [or Guarantor] (TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY), and continuance for a period of 60 days after the date on which written notice is given by the holders of at least 25 per cent, in principal amount of the outstanding Notes specifying such default or breach and requiring it to be remedied; (c) events relating to the winding up or dissolution or similar procedure of the Issuer [or the Guarantor] (TO BE</p>

³³ By virtue of Supplement (No.3), the words "denomination currency and the" are deleted and replaced by the words "Notes are denominated in [●] and the specified".

Element	Title	
		<p><i>INCLUDED FOR NOTES ISSUED BY CGMFL ONLY</i>); and (d) the appointment of a receiver or other similar official or other similar arrangement of the Issuer [or the Guarantor] (<i>TO BE INCLUDED FOR NOTES ISSUED BY CGMFL ONLY</i>).]</p> <p>[<i>To be included for Notes issued by Citigroup Inc. only where Schedule A is applicable: (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). 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.</i>]</p> <p>Taxation</p> <p>Payments in respect of all Notes will be made without withholding or deduction of taxes: (i) in Luxembourg where the Issuer is CGMFL, or in the United Kingdom in the case of the CGMFL Guarantor, subject in all cases to specified exceptions, or (ii) in the United States where the Issuer is Citigroup Inc. or CGMHI or in the case of the CGMHI 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.</p> <p>Meetings</p> <p>The terms of the Notes contain provisions for calling meetings of holders of such Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p>
<p>C.9 <i>(include for debt securities only)</i>³⁴</p>	<p>Description of the rights attached to the Notes, including nominal interest rate, the date from which interest becomes payable and interest payment dates, description of the underlying (where the rate is not fixed), maturity date, repayment provisions and indication of yield</p>	<p>INTEREST:³⁵</p> <p>Interest periods and rates of interest:</p> <p>Other than Zero Coupon Notes, the length of all interest periods for all Notes and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series.</p> <p>Notes may (at the option of the Issuer, if specified in the applicable Final Terms) or shall (in the case where "Automatic Change of Interest Basis" applies) have more than one interest basis applicable to different interest periods and/or interest payment dates.</p> <p>Other than Zero Coupon Notes, Notes may have a maximum rate of interest or interest amount (or both), a minimum rate of interest or interest amount (or both).</p> <p>Interest:</p> <p>Notes may or may not bear interest. Notes which do not bear interest may be specified in the applicable Final Terms as "Zero Coupon Notes", and any early redemption amount payable on Zero Coupon Notes may be equal to an amortised face amount calculated in accordance with the conditions of the Notes.</p> <p>Interest-bearing Notes will either bear interest payable at, or calculated by</p>

³⁴ By virtue of Supplement (No.3), the words "*(include for debt securities only)*" are inserted.

³⁵ By virtue of Supplement (No.3), the word "INTEREST:" is inserted.

Element	Title	
		<p>reference to, one or more of the following:</p> <p>(i) a fixed rate ("Fixed Rate Notes");</p> <p>(ii) a floating rate ("Floating Rate Notes");</p> <p>(iii) a CMS rate, which is a swap rate for swap transactions (or if specified in the applicable Final Terms, the lower of two swap rates, or the difference between two swap rates) ("CMS Interest Linked Notes");</p> <p>(iv) a rate determined by reference to movements in an inflation index ("Inflation Rate Notes");</p> <p>(v) a rate determined by reference to movements in an inflation index and the specific interest payment date to allow interpolation between the two monthly fixings ("DIR Inflation Linked Notes");</p> <p>(vi) a rate (which may be a rate equal, or calculated by reference, to a fixed rate, a floating rate or a CMS rate (as described in paragraph (iii) above) multiplied by an accrual rate, which is determined by reference to the number of days in the relevant interest period on which the accrual condition or both accrual conditions are satisfied. An accrual condition may be satisfied on any relevant day if the relevant reference observation is, as specified in the applicable Final Terms:</p> <ul style="list-style-type: none"> • greater than or equal to; or • greater than; or • less than or equal to; or • less than, <p>the specified barrier, or if the relevant reference observation is, as specified in the applicable Final Terms:</p> <ul style="list-style-type: none"> • either greater than or equal to, or greater than, the specified lower range; and • either less than or equal to, or less than, the specified upper range. <p>A reference observation may be specified in the applicable Final Terms as a single reference rate, a basket of two or more reference rates, the difference between two reference rates or the difference between the sums of two sets of reference rates ("Range Accrual Notes");</p> <p>(vii) a rate which will either be: (a) a specified back up rate, or (b) if the specified digital reference rate on the specified determination date is, as specified in the applicable Final Terms:</p> <ul style="list-style-type: none"> • less than the specified reserve rate; or • less than or equal to the specified reserve rate; or • greater than the specified reserve rate; or

Element	Title	
		<ul style="list-style-type: none"> • greater than or equal to the specified reserve rate, <p>a specified digital rate, and each of the specified back up rate, specified digital reference rate, specified reserve rate and specified digital rate may be a fixed rate, a floating rate or a CMS rate (which would include a rate determined by reference to the Spread Notes provisions) ("Digital Notes");</p> <p>(viii) a rate (which may be a rate equal, or calculated by reference, to a fixed rate, a floating rate, a CMS rate or a rate equal to one specified rate (which may be a floating rate or a CMS rate) minus another specified rate (which may be a floating rate or a CMS rate)), and plus or minus a margin (if specified) which will be determined for each interest period by reference to within which band of specified fixed rates either:</p> <ul style="list-style-type: none"> (a) the specified reference rate (which rate may be a floating rate or a CMS rate) determined on the relevant interest determination date for the reference rate falls; or (b) the result of reference rate one (which rate may be a floating rate or a CMS rate) minus reference rate two (which may be a floating rate or a CMS Rate), each as determined on the relevant interest determination date for such rate falls. <p>The rate for an interest period will be equal to the rate specified as the band rate set for the appropriate band within which, in the case of (a), the specified reference rate falls, or in the case of (b), the relevant result of reference rate one minus reference rate two falls ("Digital Band Notes");</p> <p>(ix) a rate which will be equal to a specified fixed rate minus either (i) a reference rate or (ii) one reference rate minus another reference rate (any reference rate may be a floating rate or a CMS rate (which would include a rate determined by reference to the Spread Notes provisions), and plus or minus a margin (if specified) and/or multiplied by an interest participation rate (if specified)) ("Inverse Floating Rate Notes");</p> <p>(x) a rate which is to be determined by reference to any of the following (as specified in the applicable Final Terms):</p> <ul style="list-style-type: none"> (a) one (1) minus the result of a specified spread rate minus another specified spread rate, or (b) a specified spread rate minus another specified spread rate, or (c) the lesser of: (I) a specified spread rate, plus or minus a spread cap margin (if specified), and (II) the sum of (A) a specified percentage rate per annum and (B) the product of (x) a multiplier, and (y) the difference between two specified spread rates, <p>and, in each case, plus or minus a margin (if specified), and multiplied by an interest participation rate (if specified). A specified spread rate may be (A) one specified reference rate, or (B) the sum of two or more specified reference rates or (C) specified reference rate one minus a specified reference rate two, and in each case, plus or minus a margin (if specified), and multiplied by an interest</p>

Element	Title	
		<p>participation rate (if specified). Each specified reference rate may be determined by reference to the fixed rate note provisions, floating rate note provisions or the CMS rate note provisions ("Spread Notes");</p> <p>(xi) a rate which is to be determined by reference to the absolute value of a specified volatility bond rate 1 minus a specified volatility bond rate 2 all, plus or minus a margin (if specified), and multiplied by an interest participation rate (if specified).</p> <p>Volatility bond rate 1 and volatility bond rate 2 may each be (A) one specified reference rate, or (B) the sum of two or more specified reference rates or (C) a specified reference rate one minus a specified reference rate two, and in each case, plus or minus a margin (if specified), and multiplied by an interest participation rate (if specified). Each specified reference rate may be determined by reference to the fixed rate note provisions, floating rate note provisions or the CMS rate note provisions or, if "Shout Option" is specified to be applicable, following valid exercise of the shout option for a relevant interest period by all the holders, the reference rate(s) comprising volatility bond rate 1³⁶ shall be determined by reference to the implied forward rate for such reference rate(s) as determined by the calculation agent ("Volatility Bond Notes");</p> <p>(xii) a rate (a "previous coupon linked interest rate") determined from a previous coupon reference rate, plus or minus a margin (if specified), and multiplied by an interest participation rate (if specified). The previous coupon reference rate for an interest period is a rate equal to: (a) the interest rate for the immediately preceding interest period and/or preceding interest payment date (such rate, a "previous coupon", such period, a "preceding interest period" and such payment date, a "preceding payment date"), (b) plus or minus a specified rate (if specified) multiplied by an interest participation rate (if specified), and (c) plus or minus another specified rate (if specified) multiplied by an interest participation rate (if specified). A specified rate may be a fixed rate, a floating rate, a CMS rate or any other specified reference rate determined by reference to the terms and conditions of the Notes. The previous coupon for a preceding interest period and/or preceding payment date (as applicable) is the interest rate determined in accordance with the interest basis applicable to such preceding interest period and/or such preceding payment date, which may be the previous coupon linked interest rate (determined for the preceding interest period and/or preceding payment date), or any other interest rate determined in accordance with the applicable interest basis for such preceding interest period and/or such preceding payment date (the "Previous Coupon Linked Notes");</p> <p>(xiii) any combination of the foregoing;</p> <p>(xiv) any combination of the interest rates outlined in (ii) and (iii) and (vi) to (xiii) above in combination with the Reserve Coupon Note provisions. Where the interest rate for an interest period and/or interest payment date otherwise determined in accordance with the interest basis applicable to such interest period and/or interest payment date as specified in (ii) and (iii) and (vi) to (xiii) above (the actual coupon rate) is greater than the reserve coupon rate, the interest rate for such interest period and/or interest payment date</p>

³⁶ By virtue of Supplement (No.3), the number "2" is deleted and replaced by the number "1".

Element	Title	
		<p>(other than the relevant final interest period and/or interest payment date) shall be capped at the reserve coupon rate and the amount by which such actual coupon rate exceeds the reserve coupon rate shall be carried over to "top up" the rate of interest for any succeeding interest periods and/or interest payment dates for which the actual coupon rate is less than the reserve coupon rate, Provided That the interest rate for any succeeding interest period and/or interest payment date (other than the relevant final interest period and/or interest payment date) shall not exceed the reserve coupon rate;</p> <p>(xv) any combination of the interest rates outlined in (ii) and (iii) and (vi) to (xiii) above in combination with the FX Performance Note provisions. The interest rate for an interest period and/or interest payment date otherwise determined in accordance with the interest basis applicable to such interest period and/or interest payment date as specified in (ii) and (iii) and (vi) to (xiii) above (the actual coupon rate) will be adjusted to reflect changes in a specified currency exchange rate by applying the "performance" of the relevant currency exchange rate (being (i) either a specified currency exchange rate or the currency exchange rate on a specified date (e.g. the trade date) divided by (ii) either a specified currency exchange rate or the currency exchange rate on a different specified date (e.g. a specified FX performance valuation date for the relevant interest period/interest payment date)) to such actual coupon rate;³⁷ or</p> <p>(xvi) any combination of the interest rates outlined in (i) to (xv) above³⁸ in combination with Credit Linked Interest Notes, the Notes shall cease to bear interest from the date of the interest period end date (or if earlier the issue date of the Notes) prior to the date on which a credit event is determined pursuant to the terms and conditions of the Credit Linked Interest Notes (the "Credit Linked Interest Notes").</p> <p>In respect of Notes (other than Fixed Rate Notes), the amount of interest payable on the Notes for an interest period may be zero.</p> <p>Any reference rate (including any specified rate) or interest rate may be subject to an interest participation rate and/or a margin if specified in the applicable Final Terms in relation to such reference rate or interest rate.</p> <p>Any reference rate (including any specified rate), interest rate or interest amount described above may be subject to a minimum or maximum rate, or both, as specified in the applicable Final Terms.</p> <p>[CREDIT LINKED INTEREST NOTES: The Notes are interest bearing notes and shall bear interest as specified below. In addition, the Notes are Credit Linked Interest Notes meaning that upon the occurrence of a Credit Event (as set out below) in respect of a Reference Entity (as set out below) the Notes shall cease to bear interest from the date of the interest period end date (or if earlier the issue date of the Notes) prior to the date on which a credit event is determined.</p> <p>The Reference Entity is [] (<i>insert details of the Reference Entity</i>).</p> <p>The Credit Event[s] applicable [is][are] as follows:</p> <p>(<i>insert all Credit Events applicable</i>)</p>

³⁷ By virtue of Supplement (No.3), sub-paragraphs (xiv) and (xv) are inserted and the following sub-paragraph renumbered accordingly.

³⁸ By virtue of Supplement (No.3), the cross-reference to sub-paragraph "(xii) above" is deleted and replaced by a reference to sub-paragraph "(xv) above".

Element	Title	
		<p>[Bankruptcy- the Reference Entity goes bankrupt]</p> <p>[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]</p> <p>[Governmental Intervention - following an action taken or an announcement made by a Governmental Authority, any of the Reference Entity's borrowings 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)]</p> <p>[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]</p> <p>[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]</p> <p>[Repudiation/Moratorium - (i) the Reference Entity repudiates or rejects, in whole or in part, its obligations in relation to its borrowings or, where applicable, its guarantees, or it declares or imposes a moratorium with respect to its borrowings 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 or, where applicable, guarantees in such a way as to adversely affect a creditor.]</p> <p>[Restructuring - following a deterioration of the Reference Entity's creditworthiness, any of its borrowings 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)]</p>
		<p>[ZERO COUPON NOTES: The Notes are Zero Coupon Notes meaning that they do not bear interest and will be issued at the issue price specified in the applicable Final Terms and with the final redemption amount being specified in the applicable Final Terms.]</p>
		<p>[AUTOMATIC CHANGE OF INTEREST BASIS: The Notes have more than one interest basis applicable to different interest periods and/or interest payment dates.</p> <p>The [interest rate] [and] [interest amount] in respect of an [interest period beginning on (and including) an Interest Commencement Date (specified below) and ending on (but excluding) the first succeeding Interest Period End Date after such Interest Commencement Date, and each successive period beginning on (and including) an Interest Period End Date, and ending on (but excluding) the next succeeding Interest Period End Date] / [or in respect of an] [Interest Payment Date] [(as applicable)] (specified below) will be determined in accordance with the interest basis applicable to such [interest period / [or] Interest Payment Date] [(as applicable)] as set forth in the table below in the column entitled "Type of Notes" in the row corresponding to [the Interest Period End Date on which such period ends / [or] such Interest Payment Date].]</p>

Element	Title	Interest Basis Table		
		Interest Commencement Date	[Interest Period End Date(s) / Interest Payment Date(s)]	Type of Notes
		[insert date(s)] (repeat as required)	[insert date(s)] (repeat as required)	[Fixed Rate Notes / [and] Floating Rate Notes / [and] Inflation Rate Notes / [and] DIR Inflation Linked Notes / [and] CMS Interest Linked Notes / [and] Inverse Floating Rate Notes / [and] Range Accrual Notes / [and] Digital [Band] Notes / [and] Spread Notes / [and] Volatility Bond Notes / and Reserve Coupon Notes / and FX Performance Notes ³⁹ / [and] Previous Coupon Linked Notes] [The Notes are also Dual Currency Notes] ⁴⁰ (repeat as required)]
		<p>[FIXED RATE NOTES: [The Notes are Fixed Rate Notes which means that the Notes]</p> <p>[Insert if "Accrual" is applicable: bear interest from [] [at the fixed rate of [] per cent. per annum [plus/minus] [insert margin (if any)]] [multiplied by [insert interest participation rate (if any)]] [in respect of [the/each] interest period(s) ending on (but excluding): [insert relevant interest period end date(s)]] [and from [] at the fixed rate of [] per cent. per annum [plus/minus] [insert margin (if any)]] [multiplied by [insert interest participation rate (if any)]] [in respect of [the/each] interest period(s) ending on (but excluding): [insert relevant interest period end date(s)]]]. (Repeat as necessary for each interest period, if different, or tabulate this information by inserting the paragraph and the table below⁴¹)]</p> <p>[Insert if "Accrual" is not applicable: pay an interest amount of [insert amount] on [insert relevant interest payment date(s)] [and a broken amount of [insert amount] on [insert relevant interest payment date(s)]]]. (Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the paragraph and the table below⁴²)]</p> <p>[The Notes are Fixed Rate Notes which means that the Notes [Insert if "Accrual" is applicable: bear interest from [] at the Specified Fixed Rate [, plus or minus (as specified below) the Margin] [, and multiplied by the Interest Participation Rate] [each] in respect of each Interest Period ending on (but excluding) the Interest Period End Date(s) (as specified below)] / [Insert if "Accrual" is not applicable: pay an Interest Amount [or Broken Amount (as applicable)] on each Interest Payment Date (as specified below)].]</p>		

³⁹ By virtue of Supplement (No.3), the words "/ and Reserve Coupon Notes / and FX Performance Notes" are inserted.

⁴⁰ By virtue of Supplement (No.3), the words "[the Notes are also Dual Currency Notes]" are inserted.

⁴¹ By virtue of Supplement (No.3), the words "repeat as necessary if there are different rates for different periods or tabulate this information by inserting the paragraph and the table below" are deleted and replaced by the words "Repeat as necessary for each interest period, if different, or tabulate this information by inserting the paragraph and the table below".

⁴² By virtue of Supplement (No.3), the words "repeat as necessary if there are different amounts for different interest payment dates or tabulate this information by inserting the paragraph and the table below" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the paragraph and the table below".

Element	Title				
		[Interest Period End Date(s)] / [Interest Payment Date(s)]	[Specified Fixed Rate] / [Interest Amount]	[Margin]	[Broken Amount] / [Interest Participation Rate]
		<i>[insert date(s)] (repeat as required)</i>	<i>[[specify] [per cent. per annum] (repeat as required)</i>	<i>+/-[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>
		<p>[Interest is payable [annually/semi-annually/quarterly/monthly] in arrear on [] [and []] in each [year][month] [from, and including, [●] to and including, [●]].]</p> <p>The "calculation amount" is [●].]</p>			
		<p>[FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:] [The Notes are [Floating Rate Notes/CMS Interest Linked Notes] which means that[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]⁴³ they bear interest from [] at [a] [floating rate[s] calculated by reference to [[]-month] [LIBOR / EURIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR / BBSW (being the Sydney average mid rate for AUD bills of exchange) / BKBM (being the Wellington rate of New Zealand Dollar bills of exchange)]] / [Insert if "Single CMS Interest Rate" applies: CMS reference rate calculated by reference to the mid-market swap rate for swap transactions in [insert currency] with a maturity of [] years] [[plus/minus] the relevant Margin [specified below/of [insert margin (if any)]] per cent. per annum]] [multiplied by the relevant Interest Participation Rate [specified below/of [insert]]] / [Insert if "Worse of CMS Interest Rates" or "CMS Spread Interest Rate" applies: a rate equal to the [lesser of/difference between] (i) the mid-market swap rate for swap transactions in [insert currency] with a maturity of [] years ("CMS Reference Rate 1") [, plus or minus (as specified below) Margin 1] [and] [multiplied by [the Interest Participation Rate 1 [specified below/of [insert]], [and/minus] (ii) the mid-market swap rate for swap transactions in [insert currency] with a maturity of [] years ("CMS Reference Rate 2") [, plus or minus (as specified below) Margin 2] [and] [multiplied by [the Interest Participation Rate 2 [specified below/of [insert]]] [in respect of [the/each] interest period(s) ending on (but excluding): [insert relevant interest period end date(s)]. (Repeat as necessary for each interest period, if different, or tabulate this information by inserting the paragraph and the table below⁴⁴)</p> <p>[The Notes are [Floating Rate Notes/CMS Interest Linked Notes] which means that they bear interest from [] at a rate calculated by reference to [the Floating Rate] / [the CMS Reference Rate] / [the [lesser of/difference between] CMS Reference Rate 1 [, plus or minus (as specified below) Margin 1] [and] [(multiplied by the Interest Participation Rate 1)] and CMS Reference Rate 2 [, plus or minus (as specified below) Margin 2] [and] [(multiplied by the Interest Participation Rate 2)]] [Insert for Floating Interest Rate or "Single CMS Interest Rate": , plus or minus (as specified below) the Margin] [, and multiplied by the Interest Participation Rate] [each] in respect of each interest</p>			

⁴³ By virtue of Supplement (No.3), the words "[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]" are inserted.

⁴⁴ By virtue of Supplement (No.3), the words "repeat as necessary if there are different rates for different periods or tabulate this information by inserting the paragraph and the table below" are deleted and replaced by the words "Repeat as necessary for each interest period, if different, or tabulate this information by inserting the paragraph and the table below".

Element	Title																		
		<p>period ending on the interest period end date(s)⁴⁵ (as specified below).]</p> <table border="1" data-bbox="576 309 1383 667"> <thead> <tr> <th data-bbox="576 309 719 555" rowspan="2">Interest Period End Date(s)</th> <th data-bbox="722 309 850 555" rowspan="2">[Floating Rate] [CMS Reference Rate] [1] [2]*</th> <th colspan="3" data-bbox="853 309 1383 342">[Floating Rate] [CMS Reference Rate] [1] [2]*</th> </tr> <tr> <th data-bbox="853 347 1026 555">[maximum / [and] minimum [interest] rate (Cap / Floor / Collar)] / [Reserve coupon rate]⁴⁶*</th> <th data-bbox="1029 347 1185 555">[Margin] [1][2]*</th> <th data-bbox="1189 347 1383 555">[Interest Participation Rate] [1] [2]*</th> </tr> </thead> <tbody> <tr> <td data-bbox="576 560 719 667">[insert date(s)] (repeat as required)</td> <td data-bbox="722 560 850 667">[specify] (repeat as required)</td> <td data-bbox="853 560 1026 667">[[] per cent. per annum] (repeat as required)</td> <td data-bbox="1029 560 1185 667">[+/-] [specify] (repeat as required)</td> <td data-bbox="1189 560 1383 667">[specify] (repeat as required)</td> </tr> </tbody> </table> <p><i>*Insert additional columns as required</i></p>					Interest Period End Date(s)	[Floating Rate] [CMS Reference Rate] [1] [2]*	[Floating Rate] [CMS Reference Rate] [1] [2]*			[maximum / [and] minimum [interest] rate (Cap / Floor / Collar)] / [Reserve coupon rate] ⁴⁶ *	[Margin] [1][2]*	[Interest Participation Rate] [1] [2]*	[insert date(s)] (repeat as required)	[specify] (repeat as required)	[[] per cent. per annum] (repeat as required)	[+/-] [specify] (repeat as required)	[specify] (repeat as required)
Interest Period End Date(s)	[Floating Rate] [CMS Reference Rate] [1] [2]*	[Floating Rate] [CMS Reference Rate] [1] [2]*																	
		[maximum / [and] minimum [interest] rate (Cap / Floor / Collar)] / [Reserve coupon rate] ⁴⁶ *	[Margin] [1][2]*	[Interest Participation Rate] [1] [2]*															
[insert date(s)] (repeat as required)	[specify] (repeat as required)	[[] per cent. per annum] (repeat as required)	[+/-] [specify] (repeat as required)	[specify] (repeat as required)															
		<p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrear⁴⁷ on [] [and []] in each [year][month] [from, and including, [●] to and including, [●]].⁴⁸</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified above] is subject to a [maximum interest rate (cap) [of [●]/(as specified in the table above)]] / [minimum interest rate (floor) [of [●]/(as specified in the table above)]] / [maximum interest rate and minimum interest rate (collar) [of [●] and [●] respectively] [(each as specified in the table above)].] (Repeat as necessary for each interest period, if different, or tabulate this information as per table above⁴⁹)</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified above] is subject to the Reserve Coupon Note Provisions, as described below and the reserve coupon rate for the relevant interest period(s) is [[●]/as specified in the table above].] (Repeat as necessary for each interest period, if different, or tabulate this information as per table above)⁵⁰</p> <p>[The [Floating Rate] [CMS Reference Rate] [1] [2] in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified above] [is/are] subject to a [maximum rate (cap) [of [●] /specified above]] [minimum rate (floor) of [●]] [maximum rate and minimum rate (collar) [of [●] and [●] respectively] [(each as specified in the table above)]. (If any reference rate is specified as a floating rate or a CMS rate, repeat as necessary for each reference rate and each interest period, if different, or tabulate this information as per table above⁵¹)]</p> <p>[The "interest participation rate" or "IPR" in respect of [CMS Reference Rate] [1] [and] [CMS Reference Rate 2]⁵² for [each/the] interest period ending</p>																	

⁴⁵ By virtue of Supplement (No.3), the words "Interest Period ending on the Interest Period End Date(s)" are deleted and replaced by the words "interest period ending on the interest period end date(s).".

⁴⁶ By virtue of Supplement (No.3), the words "/ [Reserve coupon rate]" are inserted.

⁴⁷ By virtue of Supplement (No.3), the word "arrears" is deleted and replaced by the word "arrear".

⁴⁸ By virtue of Supplement (No.3), "." is deleted and replaced by "]".

⁴⁹ By virtue of Supplement (No.3), the words "Specify for each interest rate if different for each interest period or tabulate this information as per table above" are deleted and replaced by the words "Repeat as necessary for each interest period, if different, or tabulate this information as per table above".

⁵⁰ By virtue of Supplement (No.3), this paragraph is inserted.

⁵¹ By virtue of Supplement (No.3), the words "specify for each reference rate if different for each interest period or tabulate this information" are deleted and replaced by the words "repeat as necessary for each reference rate and each interest period, if different, or tabulate this information as per table above".

⁵² By virtue of Supplement (No.3), the words "[and] [CMS Reference Rate 2]" are inserted.

Element	Title									
		<p>on the interest period end date(s) [falling on: <i>[insert date(s)]/specified above</i>]⁵³, is <i>[insert details of relevant IPR]</i>. <i>(Repeat as necessary for CMS Reference Rate 2 (if applicable) and/or each Interest Period, if different, or tabulate this information as per table above</i>⁵⁴)</p> <p>The "calculation amount" is [●].</p> <p>[INFLATION RATE NOTES: The Notes are Inflation Rate Notes which means that the Notes are linked to [●]. Interest will be payable on the relevant interest payment date and will be calculated by the calculation agent by multiplying the calculation amount by the year-on-year change in the inflation rate as determined by dividing [●] (the "Inflation Index") [●] months prior to the relevant interest payment date by the Inflation Index [●] months prior to the relevant interest payment date and subtracting 1 [as adjusted for a Margin [of [+ [●]] [- [●]]% per annum]/specified below] multiplied by the relevant day count fraction [[and] [multiplied by the relevant Interest Participation Rate (IPR) specified below]].</p> <p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrear⁵⁵ on [●] [and [●]] in each [year][month] [from, and including, [●] to and including, [●]]⁵⁶.</p> <table border="1" data-bbox="576 909 1385 1122"> <thead> <tr> <th data-bbox="576 909 751 1039">Interest Payment Date(s)</th> <th data-bbox="754 909 938 1039">[maximum / [and] minimum interest amount (Cap / Floor / Collar)]*</th> <th data-bbox="941 909 1125 1039">[Margin]</th> <th data-bbox="1128 909 1385 1039">[Interest Participation Rate (IPR)]</th> </tr> </thead> <tbody> <tr> <td data-bbox="576 1043 751 1122"><i>[insert date(s)] (repeat as required)</i></td> <td data-bbox="754 1043 938 1122"><i>[specify] (repeat as required)</i></td> <td data-bbox="941 1043 1125 1122"><i>[+/-] [specify] (repeat as required)</i></td> <td data-bbox="1128 1043 1385 1122"><i>[specify] (repeat as required)</i></td> </tr> </tbody> </table> <p><i>*Insert additional columns as required</i></p> <p>[The interest amount in respect of the interest payment date(s) [falling on: <i>[insert date(s)]/specified above</i>] is subject to a [maximum interest amount (cap) [of [●]]/(as specified in the table above)] / [minimum interest amount (floor) [of [●]]/(as specified in the table above)] / [maximum interest amount and minimum interest amount (collar) [of [●] and [●] respectively] [(each as specified in the table above)].] <i>(Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above</i>⁵⁷)</p> <p>The "calculation amount" is [●].</p> <p>[The "interest participation rate" or "IPR" in respect of [an/the] interest payment date(s) falling on: <i>[insert date(s)]</i>, is <i>[insert details of relevant IPR]</i>. <i>(Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above</i>⁵⁸)</p> <p>[DIR INFLATION LINKED NOTES: The Notes are DIR Inflation Linked Notes which means that the Notes are linked to [●]. Interest will be payable</p>	Interest Payment Date(s)	[maximum / [and] minimum interest amount (Cap / Floor / Collar)]*	[Margin]	[Interest Participation Rate (IPR)]	<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[+/-] [specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>
Interest Payment Date(s)	[maximum / [and] minimum interest amount (Cap / Floor / Collar)]*	[Margin]	[Interest Participation Rate (IPR)]							
<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[+/-] [specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>							

⁵³ By virtue of Supplement (No.3), the words "/specified above]" are inserted.

⁵⁴ By virtue of Supplement (No.3), the words "repeat as required for CMS Reference Rate 2 (if applicable) or each Interest Period if different, or tabulate this information as per table above" are deleted and replaced by the words "Repeat as necessary for CMS Reference Rate 2 (if applicable) and/or each Interest Period, if different, or tabulate this information as per table above".

⁵⁵ By virtue of Supplement (No.3), the word "arrear" is deleted and replaced by the word "arrear".

⁵⁶ By virtue of Supplement (No.3), "]" is inserted.

⁵⁷ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest payment date if different by inserting the relevant table set out above" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above".

⁵⁸ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest payment date if different" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above".

Element	Title	
		<p>on the relevant interest payment date and will be calculated by the calculation agent by multiplying the calculation amount by the DIR index ratio which shall be determined by reference to two specified monthly levels of [●] (the "Inflation Index") and the relevant interest payment date minus one and the number of days in the month of such interest payment date to determine an interpolated rate and divided by a specified base figure of the Inflation Index] [as adjusted for a Margin [⁵⁹of [+ [●]] [- [●]] per cent. per annum/specified in the table below]⁶⁰] multiplied by the relevant day count fraction [[and] [multiplied by the relevant Interest Participation Rate ("IPR") specified below]].</p> <p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrear⁶¹ on [●] and [●] in each [year/month]. (<i>Tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"</i>)⁶²</p>
		<p>[The interest amount in respect of the interest payment date(s) [falling on: [insert date(s)]/specified above] is subject to a [maximum interest amount (cap) [of [●]]/(as specified in the table above))] / [minimum interest amount (floor) [of [●]]/(as specified in the table above))] / [maximum interest amount and minimum interest amount (collar) [of [●] and [●] respectively] [(each as specified in the table above)].] (<i>Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"</i>)⁶³</p> <p>The "calculation amount" is [●].</p> <p>[The "interest participation rate" or "IPR" in respect of [an/the] interest payment date(s) falling on: [insert date(s)], is [insert details of relevant IPR]. (<i>Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"</i> above)⁶⁴]</p> <p>[RANGE ACCRUAL NOTES: The Notes are Range Accrual Notes which means that the relevant day count fraction applicable to an interest period will be multiplied by an accrual rate. The accrual rate in respect of an [interest period] [and] [interest payment date] will be an amount expressed as a decimal determined by the calculation agent in accordance with the following formula:</p> $\frac{\text{days accrued}}{\text{days observed}}$ <p>where:</p> <p>"accrual condition [1]" is satisfied on an interest observation date in the relevant interest period if the reference observation [1] is</p> <p>[insert if barrier is specified: [greater than] [less than] [or equal to] the barrier [of [●]]/specified below and corresponding to the interest period end date (specified below) on which the relevant interest period ends]] [<i>insert if lower</i></p>

⁵⁹ By virtue of Supplement (No.3), a "[" is inserted.

⁶⁰ By virtue of Supplement (No.3), the words "/specified in the table below]" are inserted.

⁶¹ By virtue of Supplement (No.3), the word "arrear" is deleted and replaced by the word "arrear".

⁶² By virtue of Supplement (No.3), the words "(*Tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"*)" are inserted.

⁶³ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest payment date if different by inserting the relevant table set out at "INFLATION RATE NOTES:" above" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"".

⁶⁴ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest payment date " are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"".

Element	Title	
		<p><i>range and upper range are specified:</i> [greater than] [equal to or greater than] the lower range [of [●]/specified below and corresponding to the interest period end date (specified below) on which the relevant interest period ends] and [less than] [equal to or less than] the upper range [of [●]/specified below and corresponding to the interest period end date (specified below) on which the relevant interest period ends]].</p> <p>["accrual condition 2" is satisfied on an interest observation date in the relevant interest period if the reference observation 2 is <i>insert if barrier is specified:</i> [greater than] [less than] [or equal to] the barrier [of [●]/specified below and corresponding to the interest period end date (specified below) on which the relevant interest period ends]] <i>insert if lower range and upper range are specified:</i> [greater than] [equal to or greater than] the lower range [of [●]/specified below and corresponding to the interest period end date (specified below) on which the relevant interest period ends] and [less than] [equal to or less than] the upper range [of [●]/specified below and corresponding to the interest period end date (specified below) on which the relevant interest period ends]].] (<i>insert if "Dual Reference Observation" is applicable</i>)</p> <p>"days accrued" means the number of interest observation dates in the relevant interest period on which [the accrual condition/both accrual condition 1 and accrual condition 2] [is/are] satisfied.</p> <p>"days observed" means the actual number of [calendar/business] days in the relevant interest period.</p> <p>"interest observation date" shall be: (i) each [calendar/business] day falling from (and including) the first day of an interest period to (but excluding) the [fifth/<i>specify other</i>] [calendar/business] day immediately preceding the interest period end date falling at the end of such interest period (such day, the "Accrual Cut-Off Date"), and (ii) in respect of each [calendar/business] day falling from (and including) the Accrual Cut-Off Date to but (excluding) the interest period end date falling at the end of such interest period, the Accrual Cut-Off Date shall be deemed to be an "interest observation date" for each such day.</p> <p>"reference observation [1]" [is a reference rate which is [●]] [means reference rate one minus reference rate two] [sum of reference rate ones minus the sum of reference rate twos] [a basket of reference rates, which are [●], [●]] [and] [●]] (<i>insert relevant reference rates which may be a fixed interest rate, a floating interest rate or a CMS rate or a rate determined by Spread Notes provisions</i>).</p> <p>["reference observation 2" [is a reference rate which is [●]] [means reference rate one minus reference rate two] [sum of reference rate ones minus the sum of reference rate twos] [a basket of reference rates, which are [●], [●]] [and] [●]] (<i>insert relevant reference rates which may be a fixed interest rate, a floating interest rate or a CMS rate or a rate determined by Spread Notes provisions</i>).] (<i>insert if "Dual Reference Observation" is applicable</i>)</p> <p>["reference rate [one[s]]" means [●], [●] [and] [●] (<i>insert relevant reference rate(s) which may be a fixed interest rate, a floating interest rate or a CMS rate or a rate determined by Spread Notes provisions</i>).]</p> <p>["reference rate [two[s]]" means [●], [●] [and] [●] (<i>insert relevant reference rate(s) which may be a fixed interest rate, a floating interest rate or a CMS rate or a rate determined by Spread Notes provisions</i>).]</p>

Element	Title				
		Interest Period End Date(s)	[Interest Rate]* [Reference Observation]*	[Barrier] / [Upper Range]	[Lower Range]
		<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>
		<i>*insert additional column for "Interest Rate" and/or "Reference Observation" for each Interest Period if different.</i>			
		Interest Period End Date(s) [Interest Rate]*	Accrual Condition 1	Accrual Condition 2	
			[Barrier 1] [Lower Range 1]* [Reference Observation 1]*	[Upper Range 1]	[Barrier 2] [Lower Range 2]* [Reference Observation 2]* [Upper Range 2]
		<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>
		<i>*insert additional columns for "Interest Rate", and "Reference Observation 1" and/or "Lower Range 1" under the heading "Accrual Condition 1", and "Reference Observation 2" and/or "Lower Range 2" under the heading "Accrual Condition 2", for each Interest Period if different.</i>			
		<p>The interest amount in respect of each calculation amount and an interest payment date is an amount calculated on the basis of the interest rate multiplied by the accrual rate multiplied by the relevant day count fraction. The interest amount may be zero. Interest will be payable [annually/semi-annually/quarterly/monthly] in arrears on [] [and [] in each [year] [month] [from, and including, [●] to and including, [●]].</p> <p>[Subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions, the/The]⁶⁵ "interest rate" will be determined by reference to the [fixed rate of interest which is [●] per cent. per annum] / [floating rate of interest which is calculated by reference to [[]-month] [LIBOR / EURIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR / BBSW (being the Sydney average mid rate for Australian dollar bills of exchange) / BKBM (being the Wellington rate of New Zealand dollar bills of exchange)] / [Insert if "Single CMS Interest Rate" applies: CMS reference rate calculated by reference to the mid-market swap rate for swap transactions in [insert currency] with a maturity of [] years] [plus/minus] the relevant Margin [specified below/of [insert margin (if any)] per cent. per annum] [and] [multiplied by the relevant Interest Participation Rate [specified below/of [insert]]] / [Insert if "Worse of CMS Interest Rates" or "CMS Spread Interest Rate" applies: the [lesser of/difference between] (i) the mid-market swap rate for swap transactions in [insert currency] with a maturity of [] years] ("CMS Reference Rate 1") [, plus or minus (as specified below) Margin 1 [specified below/of [insert]]] [and] [multiplied by [the Interest Participation Rate 1 [specified below/of [insert]], [and/minus] (ii) the mid-market swap rate for swap transactions in [insert currency] with a maturity of [] years] ("CMS Reference Rate 2") [, plus or minus (as specified below) Margin 2 [specified below/of [insert]]] [and] [multiplied by [the Interest Participation Rate 2 [specified below/of [insert]].] (Repeat as necessary for each interest period, if different, or tabulate this information by inserting the paragraph below and the relevant table set out above at "FIXED RATE NOTES:" or "FLOATING</p>			

⁶⁵ By virtue of Supplement (No.3), the word "The" is deleted and replaced by the words "[Subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions, the/The]".

Element	Title										
		<p><i>RATE NOTES/CMS INTEREST LINKED NOTES:</i>⁶⁶)</p> <p>[The Notes are [Fixed Rate Notes/Floating Rate Notes/CMS Interest Linked Notes] which means that they bear interest from [] at a rate calculated by reference to the [Specified Fixed Rate [(specified below)/of [insert] per cent. per annum]] / [Floating Rate] / [CMS Reference Rate] / [the [lesser of/difference between] CMS Reference Rate 1 [plus or minus (as specified below) Margin 1] [and] [multiplied by the Interest Participation Rate 1] and CMS Reference Rate 2 [plus or minus (as specified below) Margin 2] [and] [multiplied by the Interest Participation Rate 2]] [<i>Insert for Floating Interest Rate or "Single CMS Interest Rate":</i> , plus or minus (as specified below) the Margin] [, and multiplied by the Interest Participation Rate] [each] in respect of each Interest Period ending on the Interest Period End Date(s) (as specified below).] (<i>insert relevant table set out above at "FIXED RATE NOTES:" or "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:"</i>)</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified above] is subject to a [maximum interest rate (cap) [of [●]/(as specified in the table above)]] / [minimum interest rate (floor) [of [●]/(as specified in the table above)]] / [maximum interest rate and minimum interest rate (collar) [of [●] and [●] respectively] [(each as specified in the table above)].] (<i>Repeat as necessary</i>⁶⁷ <i>for each interest period, if different, or tabulate this information by inserting the relevant table set out above at "FIXED RATE NOTES:" or "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:"</i>)</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified above] is subject to the Reserve Coupon Note Provisions, as described below and the reserve coupon rate for the relevant interest period(s) is [[●]/as specified in the table above].] (<i>Repeat as necessary for each interest period, if different, or tabulate this information by inserting the relevant table set out above at "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:"</i>)⁶⁸</p> <p>[In relation to [reference rate [one[s]]] [and] [reference rate [two[s]]], [it is/they are] [each] subject to a [maximum rate (cap) [specified below/of [●]]] [minimum rate (floor) [specified below/of [●]]] [maximum rate and minimum rate (collar) [of [●] and [●] respectively]/(each as specified in the table above)] for [each/the] interest period ending on the interest period end date(s) [falling on: [insert date(s)]/specified below].]</p> <table border="1" data-bbox="576 1485 1385 1738"> <thead> <tr> <th data-bbox="576 1518 815 1574">Interest Period End Date(s)</th> <th data-bbox="818 1518 1070 1574">[reference rate][one[s]]</th> <th data-bbox="1074 1518 1385 1574">[reference rate two[s]]*</th> </tr> </thead> <tbody> <tr> <td data-bbox="576 1579 815 1671"></td> <td data-bbox="818 1579 1070 1671">[maximum / [and] minimum rate] (Cap / Floor / Collar)*</td> <td data-bbox="1074 1579 1385 1671">[maximum / [and] minimum rate] (Cap / Floor / Collar)*</td> </tr> <tr> <td data-bbox="576 1675 815 1738">[insert date(s)] (repeat as required)</td> <td data-bbox="818 1675 1070 1738">[specify] (repeat as required)</td> <td data-bbox="1074 1675 1385 1738">[specify] (repeat as required)</td> </tr> </tbody> </table> <p><i>*insert additional columns as required</i></p>	Interest Period End Date(s)	[reference rate][one[s]]	[reference rate two[s]]*		[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)
Interest Period End Date(s)	[reference rate][one[s]]	[reference rate two[s]]*									
	[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[maximum / [and] minimum rate] (Cap / Floor / Collar)*									
[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)									

⁶⁶ By virtue of Supplement (No.3), the words "repeat as necessary if there are different rates for different periods or tabulate this information by inserting the paragraph below and the relevant table set out above at "FIXED RATE NOTES:" or "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:" are deleted and replaced by the words " Repeat as necessary for each interest period, if different, or tabulate this information by inserting the paragraph below and the relevant table set out above at "FIXED RATE NOTES:" or "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:"."

⁶⁷ By virtue of Supplement (No.3), the word "Specify" is deleted and replaced by the words "Repeat as necessary".

⁶⁸ By virtue of Supplement (No.3), this paragraph is inserted.

Element	Title	
		<p>[The interest amount in respect of the interest period(s) ending on the interest period end date(s)⁶⁹ [falling on: <i>[insert date(s)]</i>/specified above] is subject to a [maximum interest amount (cap) [of [●]/(as specified in the table above)]] / [minimum interest amount (floor) [of [●]/(as specified in the table above)]] / [maximum interest amount and minimum interest amount (collar) [of [●] and [●] respectively] [(each as specified in the table above)].] <i>(Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"⁷⁰)</i></p> <p>[The "interest participation rate" or "IPR" in respect of [each/the] ⁷¹interest period ending on the interest period end date(s)⁷² falling on: <i>[insert date(s)]</i>, is <i>[insert details of relevant IPR]</i>. <i>(Repeat as necessary for each interest period, if different, or tabulate this information by inserting the relevant table set out above at "FIXED RATE NOTES:" or "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:"⁷³)</i></p> <p>The "calculation amount" is [●].]</p> <p>[DIGITAL NOTES: The Notes are Digital Notes which means that[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]⁷⁴ the rate of interest in respect of [an interest period] [the following interest periods [●]] will either be:</p> <p>(xvii) the back up rate, being [●]; or</p> <p>(xviii) if the digital reference rate, being [●] as of [●], is [less than] [less than or equal to] [greater than] [greater than or equal to] the reserve rate, being [●] as of [●],</p> <p>the digital rate, being [●]</p> <p>[, and in respect of the following interest periods [●] will either be (i) the back up rate, being [●] or (ii) if the digital reference rate, being [●] as of [●] is [less than] [less than or equal to] [greater than] [greater than or equal to] the reserve rate, being [●] as of [●], the digital rate being [●] <i>(Specify relevant interest periods and repeat as necessary for each interest period, if different⁷⁵).</i>]</p> <p>[The [back up rate]/[digital reference rate]/[reserve rate]/[digital rate] will be determined by reference to [●] [and will be subject to a [maximum rate (cap) of [●]] [and] [minimum rate (floor) of [●]] [maximum rate and minimum rate (collar) [of [●] and [●] respectively] for [each/the] interest period ending on the interest period end date(s) falling on: <i>[insert date(s)]</i>].] <i>(Specify relevant</i></p>

⁶⁹ By virtue of Supplement (No.3), the words "interest payment date(s)" are deleted and replaced by the words "interest period(s) ending on the interest period end date(s)"

⁷⁰ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest payment date if different by inserting the relevant table set out at "INFLATION RATE NOTES:" above" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information by inserting the relevant table set out above at "INFLATION RATE NOTES:"".

⁷¹ By virtue of Supplement (No.3), the words "[interest payment date(s)]" are deleted.

⁷² By virtue of Supplement (No.3), the "]" is deleted.

⁷³ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each Interest Period if different by inserting the relevant table set out above at "FIXED RATE NOTES:" or "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:"" are deleted and replaced by the words "Repeat as necessary for each interest period, if different, or tabulate this information by inserting relevant table set out above at "FIXED RATE NOTES:" or "FLOATING RATE NOTES/CMS INTEREST LINKED NOTES:"".

⁷⁴ By virtue of Supplement (No.3), the words "[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]" are inserted.

⁷⁵ By virtue of Supplement (No.3), the words "repeat as necessary if there are different rates for different interest periods" are deleted and replaced by the words "repeat as necessary for each interest period, if different".

Element	Title		
		<p><i>maximum or minimum rate(s) and repeat as necessary for each interest period, if different</i>⁷⁶)</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) falling on: <i>[insert date(s)]</i> is subject to a [maximum interest rate (cap) of [●]] / [minimum interest rate (floor) of [●]] / [maximum interest rate and minimum interest rate (collar) of [●] and [●] respectively].] (<i>Specify relevant maximum or minimum interest rate(s) and repeat as necessary for each interest period, if different</i>⁷⁷)</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) falling on: <i>[insert date(s)]</i> is subject to the Reserve Coupon Note Provisions, as described below and the reserve coupon rate for the relevant interest period(s) is [●].] (<i>Repeat as necessary for each interest period, if different</i>)⁷⁸</p> <p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrears on [●] [and [●]] in each [year][month] [from, and including, [●] to and including, [●]]⁷⁹.</p> <p>The "calculation amount" is [●].</p> <p>The interest amount in respect of each calculation amount and each interest payment date and the relevant interest period is an amount calculated on the basis of the relevant day count fraction.]</p>	
		<p>[DIGITAL BAND NOTES: The Notes are Digital Band Notes which means that the interest rate ⁸⁰ in respect of [an interest period] [the following interest periods [●]] will be determined by reference to where in the following Bands (specified in the table below) [the reference rate specified below determined on the relevant interest determination date falls] [the result of reference rate one minus reference rate two, in each case as specified below and determined on the relevant interest determination date, falls].</p> <p>[Subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions, the/The] interest rate ⁸¹ for an interest period will be equal to the rate (which may be a fixed rate, a floating rate, a CMS rate or a rate equal to the relevant Band Rate One minus the relevant Band Rate Two and plus or minus a margin if specified) specified as the "Band Rate" for the appropriate Band (specified in the table below) within which [the relevant specified reference rate falls] [the result of reference rate one minus reference rate two falls].</p>	
		<p>[Reference Rate] [Reference Rate One and Reference Rate Two]</p>	<p>Interest Determination Date for [Reference Rate] [Reference Rate One and Reference Rate Two]</p>
		<p><i>(Specify relevant reference rate (which should include all relevant details such as, if a floating rate, whether it is to be determined by reference to Screen Rate Determination or ISDA Determination, and any margin, interest</i></p>	<p><i>(Specify relevant interest determination date and interest payment date[s] to which it applies and repeat as necessary)</i></p>

⁷⁶ By virtue of Supplement (No.3), the words "repeat as necessary if there are different maximum or minimum rates for different interest periods" are deleted and replaced by the words "repeat as necessary for each interest period, if different".

⁷⁷ By virtue of Supplement (No.3), the words "repeat as necessary if there are different maximum or minimum interest rates for different interest periods" are deleted and replaced by the words "repeat as necessary for each interest period, if different".

⁷⁸ By virtue of Supplement (No.3), this paragraph is inserted.

⁷⁹ By virtue of Supplement (No.3), "I" is inserted.

⁸⁰ By virtue of Supplement (No.3), the words "rate of interest" are deleted and replaced by the words "interest rate".

⁸¹ By virtue of Supplement (No.3), the words "The rate of interest" are deleted and replaced by the words "[Subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions, the/The] interest rate".

Element	Title							
	<p><i>participation rate, any minimum rate (floor), maximum rate (cap) or maximum rate and minimum rate (collar)) and interest period[s]/interest payment date[s] to which it applies and repeat as necessary if there are different reference rates for different interest periods and/or interest payment dates)</i></p> <p>[Reference Rate One] <i>(Specify relevant reference rate one (which should include all relevant details such as, if a floating rate, whether it is to be determined by reference to Screen Rate Determination or ISDA Determination, and any margin, interest participation rate, any minimum rate (floor), maximum rate (cap) or maximum rate and minimum rate (collar)) and interest period[s]/interest payment date[s] to which it applies and repeat as necessary if there are different reference rate ones for different interest periods and/or interest payment dates)</i></p> <p>[Reference Rate Two] <i>(Specify relevant reference rate two (which should include all relevant details such as, if a floating rate, whether it is to be determined by reference to Screen Rate Determination or ISDA Determination, and any margin, interest participation rate, any minimum rate (floor), maximum rate (cap) or maximum rate and minimum rate (collar)) and interest period[s]/interest payment date[s] to which it applies and repeat as necessary if there are different reference rate twos for different interest periods and/or interest payment dates)</i></p>							
	<p>[Details of interest period[s] and/or interest payment date[s]]</p> <p><i>(Specify relevant interest periods and/or interest payment date[s] and repeat as necessary if there are different bands and/or rates for different interest periods and/or interest payment date[s])</i></p>	<table border="1"> <thead> <tr> <th data-bbox="813 1272 1075 1384">Bands</th> <th data-bbox="1078 1272 1415 1384">Band Rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="813 1388 1075 1675">(i) Band One: [The reference rate] [Reference rate one minus reference rate two] is [less than] [less than or equal to] [●] per cent.:</td> <td data-bbox="1078 1388 1415 1809">[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way as for Reference Rate One) and Band Rate Two is (specify all relevant details for Band Rate Two in the same way as for Reference Rate Two)] [[plus/minus] [●] per cent. per annum].]</td> </tr> <tr> <td data-bbox="813 1680 1075 2031">(ii) Band Two: [The Reference rate] [Reference rate one minus reference rate two] is [greater than] [greater</td> <td data-bbox="1078 1680 1415 2031">[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)]] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way</td> </tr> </tbody> </table>	Bands	Band Rate	(i) Band One: [The reference rate] [Reference rate one minus reference rate two] is [less than] [less than or equal to] [●] per cent.:	[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way as for Reference Rate One) and Band Rate Two is (specify all relevant details for Band Rate Two in the same way as for Reference Rate Two)] [[plus/minus] [●] per cent. per annum].]	(ii) Band Two: [The Reference rate] [Reference rate one minus reference rate two] is [greater than] [greater	[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)]] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way
Bands	Band Rate							
(i) Band One: [The reference rate] [Reference rate one minus reference rate two] is [less than] [less than or equal to] [●] per cent.:	[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way as for Reference Rate One) and Band Rate Two is (specify all relevant details for Band Rate Two in the same way as for Reference Rate Two)] [[plus/minus] [●] per cent. per annum].]							
(ii) Band Two: [The Reference rate] [Reference rate one minus reference rate two] is [greater than] [greater	[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)]] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way							

Element	Title		
			<p>than or equal to] [●] but [less than] [less than or equal to] [●] per cent.:</p> <p><i>as for Reference Rate One) and Band Rate Two is (specify all relevant details for Band Rate Two in the same way as for Reference Rate Two)] [[plus/minus] [●] per cent. per annum].]</i></p>
		<p>[(iii) <i>(only include Band 3 if applicable)</i></p> <p>Band Three: [The Reference rate] [Reference rate one minus reference rate two] is [greater than] [greater than or equal to] [●] but [less than] [less than or equal to] [●] per cent.:</p>	<p>[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way as for Reference Rate One) and Band Rate Two is (specify all relevant details for Band Rate Two in the same way as for Reference Rate Two)] [[plus/minus] [●] per cent. per annum].]</p>
		<p><i>(If there are additional bands and band rates occurring after band 3 but before the last occurring band which shall be as described below repeat (iii) above for such additional bands and band rates but with the relevant bands and band levels</i></p> <p>[(●)] Band [●][The reference rate] [Reference rate one minus reference rate two] is [greater than] [greater than or equal to] [●] per cent.:</p>	<p>[The Band Rate is [●] (specify all relevant details in the same way as for the reference rate)] [The Band Rate is Band Rate One minus Band Rate Two where Band Rate One is (specify all relevant details for Band Rate One in the same way as for Reference Rate One) and Band Rate Two is (specify all relevant details for Band Rate Two in the same way as for Reference Rate Two)] [[plus/minus] [●] per cent. per annum].]</p>
		<p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrears on [●] [and [●]] in each [year][month] [from, and including, [●] to and including, [●]].</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) falling on: <i>[insert date(s)]</i> is subject to the Reserve Coupon Note Provisions, as described below and the reserve coupon rate for the</p>	

Element	Title									
		<p>relevant interest period(s) is [●].] (Repeat as necessary for each interest period, if different)⁸²</p> <p>The "calculation amount" is [●].</p> <p>The interest amount in respect of each calculation amount and each interest payment date and the relevant interest period is an amount calculated on the basis of the relevant day count fraction.]</p> <p>[INVERSE FLOATING RATE NOTES: The Notes are Inverse Floating Rate Notes which means that[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,] the interest rate ⁸³ in respect of [the/each] interest period(s) ending on: [insert date(s)] will be (i) an inverse fixed rate [specified below/of [●] per cent. per annum] minus (ii) the inverse reference rate, [plus/minus] the relevant Margin [of [●] / specified below]] [and] [multiplied by the relevant Interest Participation Rate (IPR) [of [●]/specified below].</p> <p>The "inverse reference rate" is [a specified rate which is [●]] [specified rate 1 minus specified rate 2].</p> <p>["specified rate 1" means [●] (insert relevant rate which may be a floating interest rate or a CMS rate or a rate determined by Spread Notes provisions).]</p> <p>["specified rate 2" means [●] (insert relevant rate which may be a floating interest rate or a CMS rate or a rate determined by Spread Notes provisions).]</p> <p>[In relation to the interest rate, it is subject to a [maximum interest rate (cap) [specified below/of [●]] [minimum interest rate (floor) [specified below/of [●]] [maximum interest rate and minimum interest rate (collar) [of [●] and [●] respectively/(each as specified in the table below)] for [each/the] interest period ending on the interest period end date(s) [falling on: [insert date(s)]/specified below].]</p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified above] is subject to the Reserve Coupon Note Provisions, as described below and the reserve coupon rate for the relevant interest period(s) is [[●]/as specified in the table below].] (Repeat as necessary for each interest period, if different, or tabulate this information as per table below)⁸⁴</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Interest Period End Date(s)</th> <th style="text-align: center;">[maximum / [and] minimum interest rate] (Cap / Floor / Collar) / [Reserve coupon rate]⁸⁵ *</th> <th style="text-align: center;">[Margin] / [Interest Participation Rate]*</th> <th style="text-align: center;">[inverse fixed rate] / [inverse reference rate] / [specified rate 1]* / [specified rate 2]*</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">[insert date(s)] (repeat as required)</td> <td style="text-align: center;">[specify] (repeat as required)</td> <td style="text-align: center;">[+/-]⁸⁶ [specify] (repeat as required)</td> <td style="text-align: center;">[specify] (repeat as required)</td> </tr> </tbody> </table> <p style="text-align: center;">* insert additional columns as required</p>	Interest Period End Date(s)	[maximum / [and] minimum interest rate] (Cap / Floor / Collar) / [Reserve coupon rate] ⁸⁵ *	[Margin] / [Interest Participation Rate]*	[inverse fixed rate] / [inverse reference rate] / [specified rate 1]* / [specified rate 2]*	[insert date(s)] (repeat as required)	[specify] (repeat as required)	[+/-] ⁸⁶ [specify] (repeat as required)	[specify] (repeat as required)
Interest Period End Date(s)	[maximum / [and] minimum interest rate] (Cap / Floor / Collar) / [Reserve coupon rate] ⁸⁵ *	[Margin] / [Interest Participation Rate]*	[inverse fixed rate] / [inverse reference rate] / [specified rate 1]* / [specified rate 2]*							
[insert date(s)] (repeat as required)	[specify] (repeat as required)	[+/-] ⁸⁶ [specify] (repeat as required)	[specify] (repeat as required)							

⁸² By virtue of Supplement (No.3), this paragraph is inserted.

⁸³ By virtue of Supplement (No.3), the words "the rate of interest" are deleted and replaced by the words "[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,] the interest rate"

⁸⁴ By virtue of Supplement (No.3), this paragraph is inserted.

⁸⁵ By virtue of Supplement (No.3), the words "/ [Reserve Coupon Rate]" are inserted.

⁸⁶ By virtue of Supplement (No.3), the words "+/-" are deleted and replaced by the words "[+/-]".

Element	Title																
		<p>[In relation to [the inverse reference rate/the specified rate 1/ [and] the specified rate 2], [it is/they are] subject to a [maximum rate (cap) [specified below/of [●]] [minimum rate (floor) [specified below/of [●]] [maximum rate and minimum rate (collar) [of [●] and [●] respectively/(each as specified in the table below)] for [each/the] interest period ending on the interest period end date(s) [falling on: [insert date(s)]/specified below].]</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Interest Period End Date(s)</th> <th style="text-align: center;">[inverse reference rate]</th> <th style="text-align: center;">[specified rate 1]</th> <th style="text-align: center;">[specified rate 2]</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">[maximum / [and] minimum rate] (Cap / Floor / Collar)*</td> <td style="text-align: center;">[maximum / [and] minimum rate] (Cap / Floor / Collar)*</td> <td style="text-align: center;">[maximum / [and] minimum rate] (Cap / Floor / Collar)*</td> </tr> <tr> <td style="text-align: center;">[insert date(s)] (repeat as required)</td> <td style="text-align: center;">[specify] (repeat as required)</td> <td style="text-align: center;">[specify] (repeat as required)</td> <td style="text-align: center;">[specify] (repeat as required)</td> </tr> </tbody> </table> <p style="text-align: center;">* insert additional columns as required</p> <p>⁸⁷Interest will be payable [annually/semi-annually/quarterly/monthly] in arrears on [●] [and [●]] in each [year][month] [from, and including, [●] to and including, [●]].⁸⁸</p> <p>The "calculation amount" is [●].</p> <p>The interest amount in respect of each calculation amount and each interest payment date and the relevant interest period is an amount calculated on the basis of the relevant day count fraction.]</p> <p>[SPREAD NOTES: The Notes are Spread Notes which means that[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]⁸⁹ the interest rate in respect of [the/each] interest period(s) ending on: [insert date(s)] will be the relevant spread rate [, plus/minus] the relevant Margin [of []/specified below]] [and] [multiplied by the relevant Interest Participation Rate (IPR) [of [●]/specified below]. The relevant spread rate will be [equal to [(i) one minus (ii) the result of] spread rate 1 minus spread rate 2] / [calculated as follows:</p> $\text{Min}[(\text{Rate X} \pm \text{Spread Cap Margin}); (V\% + \{\text{Multiplier} \times [\text{Rate Y} - \text{Rate Z}])]$ <p>"Min" means, when followed by a series of amounts inside brackets, whichever is the lesser of the amounts separated by a semi-colon inside those brackets.</p> <p>"Multiplier" means [●].</p> <p>["Rate X" means spread rate [1/2/3].]</p> <p>["Rate Y" means spread rate [1/2/3].]</p> <p>["Rate Z" means spread rate [1/2/3].]</p> <p>["reference rate one" means [●] (insert relevant reference rate which may be</p>				Interest Period End Date(s)	[inverse reference rate]	[specified rate 1]	[specified rate 2]		[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)
Interest Period End Date(s)	[inverse reference rate]	[specified rate 1]	[specified rate 2]														
	[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[maximum / [and] minimum rate] (Cap / Floor / Collar)*	[maximum / [and] minimum rate] (Cap / Floor / Collar)*														
[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)														

⁸⁷ By virtue of Supplement (No.3), "[" is deleted.

⁸⁸ By virtue of Supplement (No.3), "." is deleted and replaced by "]."

⁸⁹ By virtue of Supplement (No.3), the words "[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]" are inserted.

Element	Title															
		<p><i>a fixed interest rate, a floating interest rate or a CMS rate).</i>]</p> <p>["reference rate two" means [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate).</i>)]</p> <p>"± Spread Cap Margin" means [+/-] [<i>specify</i>].]</p> <p>"spread rate 1" [is a reference rate which is [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [means reference rate one minus reference rate two] [sum of the following reference rates: [●] [and] [●] [and] [●] (<i>insert relevant reference rates which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [, [plus/minus] margin ("Spread Rate 1 Margin") [of [●]/specified below]] [and] [multiplied by the relevant interest participation rate ("IPR 1") [of [●]/specified below]].]</p> <p>"spread rate 2" is [is a reference rate which is [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [means reference rate one minus reference rate two] [sum of the following reference rates: [●] [and] [●] [and] [●] (<i>insert relevant reference rates which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [, [plus/minus] margin ("Spread Rate 2 Margin") [of [●]/specified below]] [and] [multiplied by the relevant interest participation rate ("IPR 2") [of [●]/specified below]].]</p> <p>["spread rate 3" is [is a reference rate which is [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [means reference rate one minus reference rate two] [sum of the following reference rates: [●] [and] [●] [and] [●] (<i>insert relevant reference rates which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [, [plus/minus] margin ("Spread Rate 3 Margin") [of [●]/specified below]] [and] [multiplied by the relevant interest participation rate ("IPR 3") [of [●]/specified below]].]</p> <p>["V%" means [●] per cent. per annum.]</p> <p>[Spread rate 1] [and] [spread rate 2] [and] [spread rate 3] is subject to a [maximum rate (cap) [of [●]/specified below]] [minimum rate (floor) of [●]] [maximum rate and minimum rate (collar) [of [●] and [●] respectively]] [(each as specified in the table below)] for [each/the] interest period ending on the interest period end date(s) [falling on: [<i>insert date(s)</i>]/specified below]. (<i>Repeat as necessary for each interest period and each spread rate, if different, or tabulate this information as per table below⁹⁰</i>)</p> <table border="1" data-bbox="574 1554 1385 1910"> <thead> <tr> <th data-bbox="574 1554 721 1832" rowspan="2">Interest Period End Date(s)</th> <th colspan="2" data-bbox="724 1554 880 1608">[Spread Rate 1]</th> <th colspan="2" data-bbox="884 1554 1385 1608">[Spread Rate 2] [Spread Rate 3]*</th> </tr> <tr> <th data-bbox="724 1612 880 1832">[Spread Rate 1 Margin]*</th> <th data-bbox="884 1612 1040 1832">[IPR 1] / [maximum / [and] minimum rate (Cap / Floor / Collar)]*</th> <th data-bbox="1043 1612 1200 1832">[Spread Rate 2 Margin]*</th> <th data-bbox="1203 1612 1385 1832">[IPR 2] [IPR 3]* [maximum / [and] minimum rate (Cap / Floor / Collar)]*</th> </tr> </thead> <tbody> <tr> <td data-bbox="574 1836 721 1910">[<i>insert date(s)</i>] (<i>repeat as</i></td> <td data-bbox="724 1836 880 1910">+/- [<i>specify</i>] (<i>repeat as required</i>)</td> <td data-bbox="884 1836 1040 1910">[<i>specify</i>] (<i>repeat as required</i>)</td> <td data-bbox="1043 1836 1200 1910">+/- [<i>specify</i>] (<i>repeat as required</i>)</td> <td data-bbox="1203 1836 1385 1910">[<i>specify</i>] (<i>repeat as required</i>)</td> </tr> </tbody> </table>	Interest Period End Date(s)	[Spread Rate 1]		[Spread Rate 2] [Spread Rate 3]*		[Spread Rate 1 Margin]*	[IPR 1] / [maximum / [and] minimum rate (Cap / Floor / Collar)]*	[Spread Rate 2 Margin]*	[IPR 2] [IPR 3]* [maximum / [and] minimum rate (Cap / Floor / Collar)]*	[<i>insert date(s)</i>] (<i>repeat as</i>	+/- [<i>specify</i>] (<i>repeat as required</i>)	[<i>specify</i>] (<i>repeat as required</i>)	+/- [<i>specify</i>] (<i>repeat as required</i>)	[<i>specify</i>] (<i>repeat as required</i>)
Interest Period End Date(s)	[Spread Rate 1]			[Spread Rate 2] [Spread Rate 3]*												
	[Spread Rate 1 Margin]*	[IPR 1] / [maximum / [and] minimum rate (Cap / Floor / Collar)]*	[Spread Rate 2 Margin]*	[IPR 2] [IPR 3]* [maximum / [and] minimum rate (Cap / Floor / Collar)]*												
[<i>insert date(s)</i>] (<i>repeat as</i>	+/- [<i>specify</i>] (<i>repeat as required</i>)	[<i>specify</i>] (<i>repeat as required</i>)	+/- [<i>specify</i>] (<i>repeat as required</i>)	[<i>specify</i>] (<i>repeat as required</i>)												

⁹⁰ By virtue of Supplement (No.3), the words "Specify for each interest period and each spread rate if different or tabulate this information" are deleted and replaced by the words "Repeat as necessary for each interest period and each spread rate, if different, or tabulate this information as per table below".

Element	Title												
		required)											
<p><i>*insert additional columns for "Spread Rate 3", "Spread Rate 3 Margin" and "IPR 3" and maximum and/or minimum rate, if required.</i></p>													
<p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrears on [●] [and [●]] in each [year][month] [from, and including, [●] to and including, [●]].</p>													
<p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: <i>insert date(s)</i>]/specified below] is subject to a [maximum interest rate (cap) [of [●]/(as specified in the table below)]] / [minimum interest rate (floor) [of [●]/(as specified in the table below)]] / [maximum interest rate and minimum interest rate (collar) [of [●] and [●] respectively] [(each as specified in the table below)].] (<i>Repeat as necessary for each interest period, if different, or tabulate this information as per table below</i>⁹¹)</p>													
<p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: <i>insert date(s)</i>]/specified above] is subject to the Reserve Coupon Note Provisions, as described below and the reserve coupon rate for the relevant interest period(s) is [[●]/as specified in the table below].] (<i>Repeat as necessary for each interest period, if different, or tabulate this information as per table below</i>)⁹²</p>													
<table border="1"> <thead> <tr> <th data-bbox="576 954 754 1099">Interest Period End Date(s)</th> <th data-bbox="758 954 936 1099">relevant swap rate</th> <th data-bbox="940 954 1137 1099">[maximum / [and] minimum interest rate] (Cap / Floor / Collar)] / [Reserve coupon rate]⁹³ *</th> <th data-bbox="1141 954 1382 1099">[Margin]* [Interest Participation Rate]</th> </tr> </thead> <tbody> <tr> <td data-bbox="576 1104 754 1173"><i>insert date(s)</i> (repeat as required)</td> <td data-bbox="758 1104 936 1173"><i>specify</i> (repeat as required)</td> <td data-bbox="940 1104 1137 1173"><i>specify</i> (repeat as required)</td> <td data-bbox="1141 1104 1382 1173">[+/-] <i>specify</i> (repeat as required)</td> </tr> </tbody> </table>						Interest Period End Date(s)	relevant swap rate	[maximum / [and] minimum interest rate] (Cap / Floor / Collar)] / [Reserve coupon rate] ⁹³ *	[Margin]* [Interest Participation Rate]	<i>insert date(s)</i> (repeat as required)	<i>specify</i> (repeat as required)	<i>specify</i> (repeat as required)	[+/-] <i>specify</i> (repeat as required)
Interest Period End Date(s)	relevant swap rate	[maximum / [and] minimum interest rate] (Cap / Floor / Collar)] / [Reserve coupon rate] ⁹³ *	[Margin]* [Interest Participation Rate]										
<i>insert date(s)</i> (repeat as required)	<i>specify</i> (repeat as required)	<i>specify</i> (repeat as required)	[+/-] <i>specify</i> (repeat as required)										
<p><i>*insert additional columns as required</i></p>													
<p>The "calculation amount" is [●].</p>													
<p>The interest amount in respect of each calculation amount and each interest payment date and the relevant interest period is an amount calculated on the basis of the relevant day count fraction.]</p>													
<p>[VOLATILITY BOND NOTES: The Notes are Volatility Bond Notes which means that[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]⁹⁴ the interest rate in respect of [the/each] interest period(s) ending on: <i>insert date(s)</i>] will be the relevant volatility bond rate [, plus/minus] the relevant Margin [of []/specified below]] [and] [multiplied by the relevant Interest Participation Rate (IPR) [of [●]/specified below]. The relevant volatility bond rate will be equal to the absolute value of volatility bond rate 1 minus volatility bond rate 2.</p>													
<p>["reference rate one" means [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate</i>).]</p>													
<p>["reference rate two" means [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate</i>).]</p>													

⁹¹ By virtue of Supplement (No.3), the words "Specify for each interest period if different or tabulate this information as per table above" are deleted and replaced by the words "Repeat as necessary for each interest period, if different, or tabulate this information as per table below".

⁹² By virtue of Supplement (No.3), this paragraph is inserted.

⁹³ By virtue of Supplement (No.3), the words "/ [Reserve coupon rate]" are inserted.

⁹⁴ By virtue of Supplement (No.3), the words "[, subject as provided below in respect of the [Reserve Coupon/FX Performance] Note Provisions,]" are inserted.

Element	Title																
		<p>"volatility bond rate 1" [is a reference rate which is [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)]⁹⁵ [means reference rate one minus reference rate two] [sum of the following reference rates: [●] [and] [●] [and] [●] (<i>insert relevant reference rates which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [determined [at the end of the relevant interest period/[●]]]⁹⁶ [, [plus/minus] margin ("Volatility Bond Rate 1 Margin") [of [●]/specified below]] [and] [multiplied by the relevant interest participation rate ("IPR 1") [of [●]/specified below]].</p> <p>"volatility bond rate 2" is [is a reference rate which is [●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)]⁹⁷ [means reference rate one minus reference rate two] [sum of the following reference rates: [●] [and] [●] [and] [●] (<i>insert relevant reference rates which may be a fixed interest rate, a floating interest rate or a CMS rate</i>)] [(which[, in each case,] are spot rates)] [determined [at the beginning of the relevant interest period/[●]]]⁹⁸ [, [plus/minus] margin ("Volatility Bond Rate 2 Margin") [of [●]/specified below]] [and] [multiplied by the relevant interest participation rate ("IPR 2") [of [●]/specified below]].</p> <p>⁹⁹[As the "shout option" is applicable, following valid exercise of the shout option for a relevant interest period by all the holders, the reference rate(s) comprising volatility bond rate 1¹⁰⁰ for such interest period shall instead be determined by reference to the implied forward rate for such reference rate(s) as determined by the calculation agent on the date on which the shout option is exercised]</p> <p>[Volatility bond rate 1] [and] [volatility bond rate 2] [is/are] subject to a [maximum rate (cap) [of [●]/specified below]] [minimum rate (floor) of [●]] [maximum rate and minimum rate (collar) [of [●] and [●] respectively] [(each as specified in the table below)] for [each/the] interest period ending on the interest period end date(s) [falling on: <i>insert date(s)</i>]/specified below]. (<i>Repeat as necessary for each interest period and each volatility bond rate, if different, or tabulate this information as per table below</i>¹⁰¹)</p> <table border="1" data-bbox="576 1305 1385 1671"> <thead> <tr> <th data-bbox="576 1305 724 1361">Interest Period End Date(s)</th> <th colspan="2" data-bbox="727 1305 1026 1361">[Volatility Bond Rate 1]</th> <th colspan="2" data-bbox="1029 1305 1385 1361">[Volatility Bond Rate 2]</th> </tr> <tr> <td data-bbox="576 1366 724 1559"></td> <td data-bbox="727 1366 882 1559">[Volatility Bond Rate 1 Margin]*</td> <td data-bbox="885 1366 1026 1559">[IPR 1] / [maximum / [and] minimum rate (Cap / Floor / Collar)]*</td> <td data-bbox="1029 1366 1211 1559">[Volatility Bond Rate 2 Margin]</td> <td data-bbox="1214 1366 1385 1559">[IPR 2] [maximum / [and] minimum rate (Cap / Floor / Collar)]</td> </tr> </thead> <tbody> <tr> <td data-bbox="576 1563 724 1671"><i>[insert date(s)] (repeat as required)</i></td> <td data-bbox="727 1563 882 1671"><i>+/- [specify] (repeat as required)</i></td> <td data-bbox="885 1563 1026 1671"><i>[specify] (repeat as required)</i></td> <td data-bbox="1029 1563 1211 1671"><i>+/- [specify] (repeat as required)</i></td> <td data-bbox="1214 1563 1385 1671"><i>[specify] (repeat as required)</i></td> </tr> </tbody> </table> <p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrears on [●] [and] [●] in each [year][month] [from, and including, [●] to, and including, [●].</p>	Interest Period End Date(s)	[Volatility Bond Rate 1]		[Volatility Bond Rate 2]			[Volatility Bond Rate 1 Margin]*	[IPR 1] / [maximum / [and] minimum rate (Cap / Floor / Collar)]*	[Volatility Bond Rate 2 Margin]	[IPR 2] [maximum / [and] minimum rate (Cap / Floor / Collar)]	<i>[insert date(s)] (repeat as required)</i>	<i>+/- [specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>+/- [specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>
Interest Period End Date(s)	[Volatility Bond Rate 1]		[Volatility Bond Rate 2]														
	[Volatility Bond Rate 1 Margin]*	[IPR 1] / [maximum / [and] minimum rate (Cap / Floor / Collar)]*	[Volatility Bond Rate 2 Margin]	[IPR 2] [maximum / [and] minimum rate (Cap / Floor / Collar)]													
<i>[insert date(s)] (repeat as required)</i>	<i>+/- [specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>+/- [specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>													

⁹⁵ By virtue of Supplement (No.3), the words "[determined [at the beginning of the relevant interest period/[●]]]" are deleted.

⁹⁶ By virtue of Supplement (No.3), the words "[determined [at the end of the relevant interest period/[●]]]" are inserted.

⁹⁷ By virtue of Supplement (No.3), the words "[determined [at the end of the relevant interest period/[●]]]" are deleted.

⁹⁸ By virtue of Supplement (No.3), the words "[determined [at the beginning of the relevant interest period/[●]]]" are inserted.

⁹⁹ By virtue of Supplement (No.3), a paragraph break is inserted.

¹⁰⁰ By virtue of Supplement (No.3), the number "2" is deleted and replaced by the number "1".

¹⁰¹ By virtue of Supplement (No.3), the words "Specify for each interest period and each volatility bond rate, if different, or tabulate this information" are deleted and replaced by the words "Repeat as necessary for each interest period and each volatility bond rate, if different, or tabulate this information as per table below".

Element	Title									
		<p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified below] is subject to a [maximum interest rate (cap) [of [●]/(as specified in the table below)]] / [minimum interest rate (floor) [of [●]/(as specified in the table below)]] / [maximum interest rate and minimum interest rate (collar) [of [●] and [●] respectively] [(each as specified in the table below)].] <i>(Repeat as necessary for each interest period, if different, or tabulate this information as per table below¹⁰²)</i></p> <p>[The interest rate in respect of the interest period(s) ending on the interest period end date(s) [falling on: [insert date(s)]/specified above] is subject to the Reserve Coupon Note Provisions, as described below and the reserve coupon rate for the relevant interest period(s) is [[●]/as specified in the table below].] <i>(Repeat as necessary for each interest period, if different, or tabulate this information as per table below)¹⁰³</i></p> <table border="1" data-bbox="576 734 1385 1016"> <thead> <tr> <th data-bbox="576 734 754 913">Interest Period End Date(s)</th> <th data-bbox="758 734 936 913">relevant swap rate</th> <th data-bbox="940 734 1137 913">[maximum / [and] minimum interest rate] (Cap / Floor / Collar) / [Reserve coupon rate]¹⁰⁴ *</th> <th data-bbox="1141 734 1385 913">[Margin]* [Interest Participation Rate]</th> </tr> </thead> <tbody> <tr> <td data-bbox="576 918 754 1016">[insert date(s)] (repeat as required)</td> <td data-bbox="758 918 936 1016">[specify] (repeat as required)</td> <td data-bbox="940 918 1137 1016">[specify] (repeat as required)</td> <td data-bbox="1141 918 1385 1016">[+/-][specify] (repeat as required)</td> </tr> </tbody> </table> <p><i>*insert additional columns as required</i></p> <p>The "calculation amount" is [●].</p> <p>The interest amount in respect of each calculation amount and each interest payment date and the relevant interest period is an amount calculated on the basis of the relevant day count fraction.]</p> <p>[RESERVE COUPON NOTES: As the Notes are Reserve Coupon Notes, if the interest rate otherwise determined in accordance with the above interest provisions in respect of the interest [period(s)/ payment date(s)] to which the Reserve Coupon Note Provisions apply, as described above, (the actual coupon rate) is greater than the relevant reserve coupon rate, (i) the interest rate for each relevant interest [period/ payment date] (other than the final relevant interest [period/ payment date]) shall be capped at the reserve coupon rate and (ii) the amount by which the actual coupon rate exceeds the reserve coupon rate shall be carried over to "top up" the interest rate for any succeeding relevant interest [periods/ payment dates] for which the actual coupon rate is less than the reserve coupon rate, Provided That the interest rate (as so adjusted) for any succeeding interest [period/ payment date] (other than the final relevant interest [period/ payment date]) shall not exceed the reserve coupon rate.]¹⁰⁵</p> <p>[FX PERFORMANCE NOTES: As the Notes are FX Performance Notes, the interest rate otherwise determined in accordance with the above interest provisions in respect of the interest [period(s)/ payment date(s)] to which the FX Performance Note Provisions apply, as specified below, (the actual coupon</p>	Interest Period End Date(s)	relevant swap rate	[maximum / [and] minimum interest rate] (Cap / Floor / Collar) / [Reserve coupon rate] ¹⁰⁴ *	[Margin]* [Interest Participation Rate]	[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[+/-][specify] (repeat as required)
Interest Period End Date(s)	relevant swap rate	[maximum / [and] minimum interest rate] (Cap / Floor / Collar) / [Reserve coupon rate] ¹⁰⁴ *	[Margin]* [Interest Participation Rate]							
[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[+/-][specify] (repeat as required)							

¹⁰² By virtue of Supplement (No.3), the words "Specify for each interest period if different or tabulate this information as per table above" are deleted and replaced by the words "Repeat as necessary for each interest period, if different, or tabulate this information as per table below".

¹⁰³ By virtue of Supplement (No.3), this paragraph is inserted.

¹⁰⁴ By virtue of Supplement (No.3), the words "/ [Reserve coupon rate]" are inserted.

¹⁰⁵ By virtue of Supplement (No.3), the paragraph relating to Reserve Coupon Notes is inserted.

Element	Title									
		<p>rate) is multiplied by the FX performance.</p> <p>"FX performance" means:</p> $\frac{FX\ Performance\ 1}{FX\ Performance\ 2}$ <p>[Multiplied by the FX performance participation rate [of [●]]/for the relevant interest [period/payment date], as specified in the table below.]</p> <p>"FX Performance 1" means, in respect of an interest [period/payment date], [[●], being] [the currency exchange rate for [●] into [●] published on [●] at [●] time on the dates specified for [the related interest period end date/such interest payment date] under the heading "FX Performance Valuation Date 1" below [(subject to adjustment – see "<i>Disrupted Days, Market Disruption Events and Adjustments</i>" below)]].</p> <p>"FX Performance 2" means, in respect of an interest [period/payment date], [[●], being] [the currency exchange rate for [●] into [●] published on [●] at [●] time on the dates specified for [the related interest period end date/such interest payment date] under the heading "FX Performance Valuation Date 2" below [(subject to adjustment – see "<i>Disrupted Days, Market Disruption Events and Adjustments</i>" below)]].</p> <p>The interest rate in respect of the [interest period(s) ending on the interest period end date(s) [falling on: <i>insert date(s)</i>]/specified below] / interest payment date(s) [falling on: <i>insert date(s)</i>]/specified below] is subject to the FX Performance Note Provisions, as described above.</p> <table border="1" data-bbox="576 1117 1385 1393"> <thead> <tr> <th data-bbox="576 1117 778 1279">[Interest Period End Date(s) / Interest Payment Date(s)]</th> <th data-bbox="782 1117 978 1279">FX Performance Valuation Date 1*</th> <th data-bbox="981 1117 1177 1279">FX Performance Valuation Date 2*</th> <th data-bbox="1181 1117 1385 1279">[FX Performance Participation Rate]</th> </tr> </thead> <tbody> <tr> <td data-bbox="576 1283 778 1393"><i>insert date(s)</i> (repeat as required)</td> <td data-bbox="782 1283 978 1393"><i>insert date(s)</i> (repeat as required)</td> <td data-bbox="981 1283 1177 1393"><i>insert date(s)</i> (repeat as required)</td> <td data-bbox="1181 1283 1385 1393"><i>specify</i> (repeat as required)</td> </tr> </tbody> </table> <p>* Delete column if not required¹⁰⁶</p> <p>[SWITCHER OPTION: The interest basis may, at the option of the Issuer, be switched from [] (<i>insert interest basis or zero coupon</i>) to [] (<i>insert new interest basis or zero coupon</i>), effective from [] (<i>insert date or, if more than one, insert each date</i>). A conversion amount of [●] per calculation amount will be payable by the Issuer on [].</p> <p>The "calculation amount" is [●].]</p> <p>[PREVIOUS COUPON LINKED NOTES: The Notes are Previous Coupon Linked Notes which means that the interest rate (the "Previous Coupon Linked Interest Rate") in respect of [the/each] [interest period(s) ending on: <i>insert date(s)</i>] (each a "Previous Coupon Linked Period")/interest payment date(s) falling on: <i>insert date(s)</i>] (each a "Previous Coupon Linked Payment Date") shall be an amount equal to the Previous Coupon Reference Rate[, [plus/minus] the relevant Margin [specified below/of <i>insert margin (if any)</i>]] [and] [multiplied by the relevant Interest Participation Rate [specified below/of <i>insert interest participation rate (if any)</i>]].</p>	[Interest Period End Date(s) / Interest Payment Date(s)]	FX Performance Valuation Date 1*	FX Performance Valuation Date 2*	[FX Performance Participation Rate]	<i>insert date(s)</i> (repeat as required)	<i>insert date(s)</i> (repeat as required)	<i>insert date(s)</i> (repeat as required)	<i>specify</i> (repeat as required)
[Interest Period End Date(s) / Interest Payment Date(s)]	FX Performance Valuation Date 1*	FX Performance Valuation Date 2*	[FX Performance Participation Rate]							
<i>insert date(s)</i> (repeat as required)	<i>insert date(s)</i> (repeat as required)	<i>insert date(s)</i> (repeat as required)	<i>specify</i> (repeat as required)							

¹⁰⁶ By virtue of Supplement (No.3), the paragraph relating to FX Performance Notes is inserted.

Element	Title	
		<p><i>(repeat as necessary if there are margin or interest participation rates for different interest periods or tabulate this information by inserting the paragraph and the table below)</i></p> <p>[The Notes are Previous Coupon Linked Notes which means that they bear interest from the Interest Commencement Date for Previous Coupon Linked Notes (specified below) at the Previous Coupon Reference Rate [, plus or minus (as specified below) the Margin] [, and multiplied by the Interest Participation Rate] [each] in respect of each Interest Period ending on (but excluding) the Interest Period End Date(s) (as specified below).</p> <p>"Previous Coupon" means, in respect of each [Previous Coupon Linked Period / Previous Coupon Linked Payment Date], the Previous Coupon Linked Interest Rate in respect of the [interest period/payment date] immediately preceding such [Previous Coupon Linked Period / Previous Coupon Linked Payment Date], PROVIDED THAT if the interest basis applicable to the [interest period/payment date] immediately preceding such [Previous Coupon Linked Period / Previous Coupon Linked Payment Date] is not Previous Coupon Linked Notes, the Previous Coupon shall be the interest rate determined in accordance with the interest basis applicable to such [interest period/payment date] (as set out in the Interest Basis Table above).</p> <p>"Previous Coupon Reference Rate" means, in respect of [the/each] [Previous Coupon Linked Period [ending on the interest period end date(s) [falling on: <i>[insert date(s)]/specified below</i>]] (<i>insert if different for each interest period</i>)] / Previous Coupon Linked Payment Date [of: <i>[insert date(s)] /specified below</i>]] (<i>insert if different for each interest payment date</i>), the Previous Coupon [, [plus/minus] [(i) Rate 1 [, multiplied by Rate 1 Participation Rate [of [●] /specified below corresponding to such [interest period end date(s) / Previous Coupon Linked Payment Date]]] [[plus/minus] (ii) Rate 2 [multiplied by Rate 2 Participation Rate] [of [●]/specified below corresponding to such [interest period end date(s)/ Previous Coupon Linked Payment Date]]]. (<i>Repeat for each interest period/interest payment date if the Previous Coupon Reference Rate is different</i>)</p> <p>"Rate 1" means [[●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate, a CMS rate, a rate determined from the Spread Notes provisions or other reference rate determined from the above provisions</i>)/each rate specified below].]</p> <p>"Rate 2" means [[●] (<i>insert relevant reference rate which may be a fixed interest rate, a floating interest rate, a CMS rate, a rate determined from the Spread Notes provisions or other reference rate determined from the above provisions</i>)/each rate specified below].]</p> <p><i>(specify for each Rate 1 and Rate 2 (if applicable) the relevant fixed rate note provisions, floating rate note provisions, the CMS rate note provisions and the Spread Note provisions, or other relevant note provisions for the determination of such rate(s))</i></p> <p>[The interest rate in respect of the [Previous Coupon Linked Period [ending on the following interest period end date(s) [of: <i>[insert date(s)]/specified below</i>]] / Previous Coupon Linked Payment Date [of: <i>[insert date(s)] /specified below</i>]] is subject to a [maximum interest rate (cap) [of [●]/(as specified in the table below)]] / [minimum interest rate (floor) [of [●]/(as specified in the table below)]] / [maximum interest rate and minimum interest rate (collar) [of [●] and [●] respectively] [(each as specified in the table below)].] (<i>Repeat as necessary for each interest period, if different, or tabulate this information as</i></p>

Element	Title																																
		<p><i>per table below¹⁰⁷⁾</i></p> <p>[Rate 1] [and] [Rate 2] is subject to a [maximum rate (cap) [of [●]/specified below]] [minimum rate (floor) of [●]] [maximum rate and minimum rate (collar) [of [●] and [●] respectively/specified below] for [each/the] [Previous Coupon Linked Period [ending on the interest period end date(s) falling on: [insert date(s)]/specified below]] / Previous Coupon Linked Payment Date [of: [insert date(s)]/specified below].] (<i>Repeat as necessary for each interest period and each Rate 1 and Rate 2, if different, or tabulate this information as per table below¹⁰⁸⁾</i>)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">Previous Coupon Linked Interest Rate</th> </tr> <tr> <th style="width: 25%;">[Interest Period End Date(s) / Previous Coupon Linked Payment Date]</th> <th style="width: 25%;">[maximum / [and] minimum interest rate (Cap / Floor / Collar)]*</th> <th style="width: 15%;">[Margin] [Rate 1]*</th> <th style="width: 35%;">[Interest Participation Rate] [Rate 2]*</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>[insert date(s)] (repeat as required)</i></td> <td style="text-align: center;"><i>[specify] (repeat as required)</i></td> <td style="text-align: center;"><i>[+/-] [specify] (repeat as required)</i></td> <td style="text-align: center;"><i>[specify] (repeat as required)</i></td> </tr> </tbody> </table> <p style="text-align: center;"><i>*insert additional columns for "Rate 1" and "Rate 2" for each Interest Period if different</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="text-align: center;">Previous Coupon Reference Rate</th> </tr> <tr> <th rowspan="2" style="width: 15%;">[Interest Period End Date(s) / Previous Coupon Linked Payment Date]</th> <th colspan="2" style="width: 35%;">Rate 1</th> <th colspan="2" style="width: 35%;">Rate 2</th> </tr> <tr> <th style="width: 15%;">[Rate 1 Participation Rate]</th> <th style="width: 20%;">[maximum / [and] minimum rate (Cap / Floor / Collar)]</th> <th style="width: 20%;">[Rate 2 Participation Rate]</th> <th style="width: 20%;">[maximum / [and] minimum rate (Cap / Floor / Collar)]</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>[insert date(s)] (repeat as required)</i></td> <td style="text-align: center;"><i>[specify] (repeat as required)</i></td> <td style="text-align: center;"><i>[specify] (repeat as required)</i></td> <td style="text-align: center;"><i>[specify] (repeat as required)</i></td> <td style="text-align: center;"><i>[specify] (repeat as required)</i></td> </tr> </tbody> </table> <p style="text-align: center;"><i>*insert additional columns for maximum and/or minimum rate for Rate 1 and Rate 2, if required.</i></p> <p>REDEMPTION:</p> <p>The terms under which Notes may be redeemed (including the Maturity Date and the price at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Notes.</p> <p>Subject to any early redemption, purchase and cancellation, the Notes will be</p>	Previous Coupon Linked Interest Rate				[Interest Period End Date(s) / Previous Coupon Linked Payment Date]	[maximum / [and] minimum interest rate (Cap / Floor / Collar)]*	[Margin] [Rate 1]*	[Interest Participation Rate] [Rate 2]*	<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[+/-] [specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	Previous Coupon Reference Rate					[Interest Period End Date(s) / Previous Coupon Linked Payment Date]	Rate 1		Rate 2		[Rate 1 Participation Rate]	[maximum / [and] minimum rate (Cap / Floor / Collar)]	[Rate 2 Participation Rate]	[maximum / [and] minimum rate (Cap / Floor / Collar)]	<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>
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<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>																													

¹⁰⁷ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest period if different by inserting the relevant table set out below" are deleted and replaced by the words "Repeat as necessary for each interest period, if different, or tabulate this information as per table below".

¹⁰⁸ By virtue of Supplement (No.3), the words "Specify for each interest period and each Rate 1 and Rate 2 if different or tabulate this information" are deleted and replaced by the words "Repeat as necessary for each interest period and each Rate 1 and Rate 2, if different, or tabulate this information as per table below".

Element	Title	
		<p>redeemed on [●] at [●] per cent. of their nominal amount.</p> <p>[The Notes may, at the Issuer's election, be redeemed early on [●] at [●] per cent. of their nominal amount.]</p> <p>[The Notes may, at the election of the holder of such Notes, be redeemed early on [●] at [●] per cent. of their nominal amount.]</p> <p>The Issuer and its subsidiaries may at any time purchase Notes at any price in the open market or otherwise.</p> <p>[Indication of yield:</p> <p>[Indication of yield [in respect of the period for which the Notes are Fixed Rate Notes]¹⁰⁹: [●] per cent. per annum / Not Applicable]</p> <p>Early redemption¹¹⁰</p> <p>The Issuer may redeem the Notes prior to the stated maturity date and, if and to the extent permitted by applicable law, will in such circumstances pay, in respect of each Calculation Amount of Notes, an amount equal to the early redemption amount (a) following an Event of Default; (b) for certain taxation reasons; (c) if the Issuer determines that performance of its obligations of an issue of Notes [or the Guarantor determines that performance of its obligations under the Deed of Guarantee in respect of such Notes] has or will become unlawful, illegal or otherwise prohibited in whole or in part for any reason; [<i>insert if Adjustment Event(s) is/are applicable</i>: (d) following an adjustment event if no adjustment or substitution can reasonably be made, such Adjustment Events¹¹¹ being [<i>insert if a Change in Law is applicable</i>: (i) [any change in law;] (ii) [a change in law materially increasing the Issuer's costs in relation to performing its obligations under the Notes (including due to a tax liability imposed on the relevant hedging party);] [<i>insert if a Hedging Disruption is applicable</i>: (iii) a disruption to the Issuer's hedging positions;] [<i>insert if an Increased Cost of Hedging is applicable</i>: (iv) an increased cost in the Issuer's hedging positions;] [and] [<i>insert if an Increased Cost of Index Event is applicable</i>: (v) an increased cost charged by the index sponsor on the use of the inflation index;] [<i>insert if Realisation Disruption Event is applicable</i>: (e) following the occurrence of a realisation disruption event;] [<i>insert if Hedging Disruption Early Termination Event is applicable</i>: (f) following the occurrence of a hedging disruption early termination event;] [and] [<i>insert if Section 871(m) Event is applicable</i>: (g) if the Issuer, Guarantor (if applicable) and/or any hedging party is (or the Calculation Agent determines that there is a reasonable likelihood that, within the next 30 Business Days, the Issuer, Guarantor (if applicable) and/or any hedging party will become) subject to any withholding or reporting obligations pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended, with respect to the Notes, Deed of Guarantee (if applicable) and/or any hedging positions].</p> <p>[<i>To be included for Notes issued by Citigroup Inc. [only where Schedule A is applicable]</i>: The optional early redemption or repurchase of any Note that is included in Citigroup Inc.'s capital and total loss absorbing capacity may be subject to consultation with the Federal Reserve of the United States, which may not acquiesce in the early redemption or repurchase of such Note unless it is satisfied that the capital position and total loss absorbing capacity of</p>

¹⁰⁹ By virtue of Supplement (No.3), the words "[in respect of the period for which the Notes are Fixed Rate Notes]" are inserted.

¹¹⁰ By virtue of Supplement (No.3), the words "[and adjustments to any underlyings]" are deleted.

¹¹¹ By virtue of Supplement (No.3), the words "if no adjustment or substitution can reasonably be made, such Adjustment Events" are inserted.

Element	Title	
		<p>Citigroup Inc. will be adequate after the proposed redemption or repurchase.]</p> <p><i>[Early redemption amount</i></p> <p>The early redemption amount in respect of each Calculation Amount of Notes is <i>[insert if "Fair Market Value" is applicable: an amount equal to the Fair Market Value] / [insert if "Principal Amount plus accrued interest (if any)" is applicable: an amount equal to the Principal Amount plus accrued interest (if any)] / [insert if "Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity" is applicable: an amount equal to the principal amount plus the value (if any) of the option component or embedded derivative(s) of the Note at or around the date on which the Issuer gives notice of the early redemption of such Note, as calculated by the Calculation Agent in its commercially reasonable discretion, plus accrued interest (if any) on such value (if any) of the option component or embedded derivative(s) up to but excluding the Maturity Date and such early redemption amount will be payable on the Maturity Date.] / [insert if "Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption" is applicable: an amount determined by the Calculation Agent in accordance with the following: in relation to a Note of the Calculation Amount (i) where the Noteholder has exercised the right to early redemption of the Note in accordance with the Conditions, the Fair Market Value, or (ii) otherwise, an amount equal to the principal amount plus accrued interest (if any) at maturity. For the purpose of determining any accrued interest, the Early Redemption Date specified in the notice by the Issuer to the relevant Noteholder shall be deemed to be the date of redemption, notwithstanding that the Early Redemption Amount will be payable on the Maturity Date.] / [insert if "Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption" is applicable: an amount determined by the Calculation Agent in accordance with the following: in relation to a Note of the Calculation Amount (i) where the Noteholder has exercised the right to early redemption of the Note in accordance with the Conditions, the Fair Market Value, or (ii) otherwise, an amount equal to the principal amount plus the value (if any) of the option component or embedded derivative(s) of the Note at or around the date on which the Issuer gives notice of the early redemption of such Note, as calculated by the Calculation Agent in its commercially reasonable discretion, plus accrued interest (if any) on such value (if any) of the option component or embedded derivative(s) up to but excluding the Maturity Date and such early redemption amount will be payable on the Maturity Date.] / [insert for Zero Coupon Notes and if "Amortised Face Amount" is applicable: an amount equal to the amortised face amount, being an amount equal to the product of (i) the reference price [of [●]], multiplied by (ii) the sum of one (1), plus the amortisation yield [of [●]], all to the power of the relevant day count fraction] [insert other amount].</i></p> <p>["Fair Market Value" means an amount equal to the fair market value of each Calculation Amount of the Notes notwithstanding the relevant taxation reasons or illegality resulting in the early redemption) <i>[delete if Deduction of Hedge Costs is not applicable: less the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements as determined by the Calculation Agent], PROVIDED THAT</i> in the case of an early redemption following an event of default, for the purposes of determining the fair market value, the Issuer will be presumed to be able to perform fully its obligations in</p>

Element	Title												
		<p>respect of the Notes.]]</p> <p>[Disrupted Days, Market Disruption Events and Adjustments:¹¹²</p> <p>In addition, the terms and conditions of the Notes contain provisions, as applicable, relating to events affecting the relevant underlying(s), modification or cessation of the relevant underlying(s), market disruption provisions,¹¹³ realisation disruption event provisions relating to subsequent corrections of the level of an underlying and details of the consequences of such events. Such provisions may, where applicable,¹¹⁴ permit the 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 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 in respect of the Notes to reflect any such increased costs) and/or, in the case of the occurrence of a realisation disruption event, payment in the relevant local currency rather than in the relevant specified currency, deduction of amounts in respect of any applicable taxes, delay of payments, determination of relevant exchange rates taking into consideration all available relevant information,¹¹⁵ or to cancel the Notes and to pay an amount equal to the early redemption amount.]</p>											
<p>C.10 <i>(insert for debt securities only)</i>¹¹⁶</p>	<p>If the Note has a derivative component in the interest payment, a clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident.</p>	<p>[Not Applicable]</p> <p>[The Notes are interest bearing notes and shall bear interest as specified in the Final Terms and are Credit Linked Interest Notes meaning that they shall cease to bear interest from the date of the interest period end date (or if earlier the issue date of the Notes) prior to the date on which a credit event is determined pursuant to the terms and conditions of the Credit Linked Interest Notes.]</p> <p>[The Notes are Inflation Rate Notes which means that the Notes are linked to [●]. Interest will be payable on the relevant interest payment date and will be calculated by the calculation agent by multiplying the calculation amount by the year-on-year change in the inflation rate as determined by dividing [●] (the "Inflation Index") [●] months prior to the relevant interest payment date by the Inflation Index [●] months prior to the relevant interest payment date and subtracting 1 [as adjusted for a Margin of [[+[●]] [-[●]] per cent. per annum]/specified below] multiplied by the relevant day count fraction [[and] [multiplied by the relevant Interest Participation Rate (IPR) specified therein]].</p> <p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrear¹¹⁷ on [●] [and [●]] in each [year][month] [from, and including, [●] to and including, [●]]¹¹⁸.</p> <table border="1" data-bbox="571 1664 1388 1814"> <thead> <tr> <th data-bbox="571 1664 754 1814">Interest Payment Date(s)</th> <th data-bbox="758 1664 938 1814">[maximum / [and] minimum interest amount (Cap / Floor / Collar)]*</th> <th data-bbox="941 1664 1137 1814">[Margin]</th> <th data-bbox="1141 1664 1388 1814">[Interest Participation Rate (IPR)]</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Interest Payment Date(s)	[maximum / [and] minimum interest amount (Cap / Floor / Collar)]*	[Margin]	[Interest Participation Rate (IPR)]				
Interest Payment Date(s)	[maximum / [and] minimum interest amount (Cap / Floor / Collar)]*	[Margin]	[Interest Participation Rate (IPR)]										

¹¹² By virtue of Supplement (No.3), the words "Disrupted Days, Market Disruption Events and Adjustments:" are inserted.

¹¹³ By virtue of Supplement (No.3), the words "market disruption provisions," are inserted.

¹¹⁴ By virtue of Supplement (No.3), the words ", where applicable," are inserted.

¹¹⁵ By virtue of Supplement (No.3), the words "delay of payments, determination of relevant exchange rates taking into consideration all available relevant information," are inserted.

¹¹⁶ By virtue of Supplement (No.3), the words "(insert for debt securities only)" are inserted.

¹¹⁷ By virtue of Supplement (No.3), the word "arrears" is deleted and replaced by the word "arrear".

¹¹⁸ By virtue of Supplement (No.3), "]" is inserted.

Element	Title				
		[insert date(s)] (repeat as required)	[specify] (repeat as required)	[+/-] [specify] (repeat as required)	[specify] (repeat as required)
		*Insert additional columns as required			
		<p>[The interest amount in respect of the interest payment date(s) [falling on: [insert date(s)]/as specified above] is subject to a [maximum interest amount (cap) [of [●]/(as specified in the table above)]] / [minimum interest amount (floor) [of [●]/(as specified in the table above)]] / [maximum interest amount and minimum interest amount (collar) [of [●] and [●] respectively] [(each as specified in the table above)].] (Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above¹¹⁹)</p> <p>The "calculation amount" is [●].</p> <p>[The "interest participation rate" or "IPR" in respect of [an/the] interest payment date[s] falling on: [insert date(s)], is [insert details of relevant IPR]. (Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above¹²⁰)</p>			
		<p>[The Notes are DIR Inflation Linked Notes which means that the Notes are linked to [●]. Interest will be payable on the relevant interest payment date and will be calculated by the calculation agent by multiplying the calculation amount by the DIR index ratio which shall be determined by reference to two specified monthly levels of [●] (the "Inflation Index") and the relevant interest payment date minus one and the number of days in the month of such interest payment date to determine an interpolated rate and divided by a specified base figure of the Inflation Index] [as adjusted for a Margin [of [+ [●]] [- [●]] per cent. per annum¹²¹/specified in the table¹²² below] multiplied by the relevant day count fraction [[and] [multiplied by the relevant Interest Participation Rate (IPR) specified therein]].</p> <p>Interest will be payable [annually/semi-annually/quarterly/monthly] in arrears on [●] and [●] in each [year/month].</p>			
		Interest Payment Date(s)	[maximum / [and] minimum interest amount (Cap / Floor / Collar)]*	[Margin]	[Interest Participation Rate (IPR)]
		[insert date(s)] (repeat as required)	[specify] (repeat as required)	[+/-] [specify] (repeat as required)	[specify] (repeat as required)
		*Insert additional columns as required			

¹¹⁹ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest payment date if different by inserting the table above" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above".

¹²⁰ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each Interest Period if different by inserting the table above" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above".

¹²¹ By virtue of Supplement (No.3), "]" us deleted.

¹²² By virtue of Supplement (No.3), the words "in the table" are inserted.

Element	Title	
		<p>[The interest amount in respect of the interest payment date(s) [falling on: [insert date(s)]/specified above] is subject to a [maximum interest amount (cap) [of [●]/(as specified in the table above)]] / [minimum interest amount (floor) [of [●]/(as specified in the table above)]] / [maximum interest amount and minimum interest amount (collar) [of [●] and [●] respectively] [(each as specified in the table above)].] (Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above¹²³)</p> <p>The "calculation amount" is [●].</p> <p>[The "interest participation rate" or "IPR" in respect of [each/the] interest payment date[s] falling on: [insert date(s)], is [insert details of relevant IPR]. (Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above¹²⁴)]</p> <p>[The Notes are FX Performance Notes which means that the Notes are linked to [●] and the interest rate otherwise determined in accordance with the interest provisions (an actual coupon rate) will be adjusted to reflect changes in a specified currency exchange rate by applying the [leveraged] "performance" of the relevant currency exchange rate to such actual coupon rate.]¹²⁵</p> <p>Redemption:¹²⁶</p> <p>Subject to any early redemption, purchase and cancellation, the Notes will be redeemed on [●] at [●] per cent. of their nominal amount.</p> <p>Early Redemption:¹²⁷</p> <p>The Issuer may redeem the Notes prior to the stated maturity date and, if and to the extent permitted by applicable law, will in such circumstances pay, in respect of each Calculation Amount of Notes, an amount equal to the early redemption amount (a) following an Event of Default; (b) for certain taxation reasons; (c) if the Issuer determines that performance of its obligations of an issue of Notes [or the Guarantor determines that performance of its obligations under the Deed of Guarantee in respect of such Notes] has or will become unlawful, illegal or otherwise prohibited in whole or in part for any reason; [insert if Adjustment Event(s) is/are applicable: [(d)] following an adjustment event if no adjustment or substitution can reasonably be made, such Adjustment Events¹²⁸ being [insert if a Change in Law is applicable: [(i)] [any change in law;] [(ii)] [a change in law materially increasing the Issuer's costs in relation to performing its obligations under the Notes (including due to a tax liability imposed on the relevant hedging party);] [insert if a Hedging Disruption is applicable: [(iii)] a disruption to the Issuer's hedging positions;] [insert if an Increased Cost of Hedging is applicable: [(iv)] an increased cost in the Issuer's hedging positions;] ¹²⁹ [insert if an Increased Cost of Index Event is applicable: [(v)] an increased cost charged by the index sponsor on the use of the inflation index);] [insert, as applicable, if the Underlying is an</p>

¹²³ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each interest payment date if different by inserting the table above" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above".

¹²⁴ By virtue of Supplement (No.3), the words "repeat as required or tabulate this information for each Interest Payment Date if different" are deleted and replaced by the words "Repeat as necessary for each interest payment date, if different, or tabulate this information as per table above".

¹²⁵ By virtue of Supplement (No.3), this paragraph is inserted.

¹²⁶ By virtue of Supplement (No.3), the word "Redemption:" is inserted.

¹²⁷ By virtue of Supplement (No.3), the words "Early Redemption:" are inserted.

¹²⁸ By virtue of Supplement (No.3), the words "if no adjustment or substitution can reasonably be made, such Adjustment Events" are inserted.

¹²⁹ By virtue of Supplement (No.3), the word "[and]" is deleted.

Element	Title	
		<p><i>FX Rate:</i> [(vi)] [a relevant rate ceases to be reported, sanctioned, recognised, published, announced or adopted (or similar);] [(vii)] [the sponsor and/or administrator of a relevant rate appoints a successor;] [and] [(viii)] [a relevant country has lawfully converted or exchanged its currency;]¹³⁰ [<i>insert if Realisation Disruption Event is applicable:</i> [(e)] following the occurrence of a realisation disruption event;] [<i>insert if Hedging Disruption Early Termination Event is applicable:</i> [(f)] following the occurrence of a hedging disruption early termination event;] [and] [<i>insert if Section 871(m) Event is applicable:</i> [(g)] if the Issuer, Guarantor (if applicable) and/or any hedging party is (or the Calculation Agent determines that there is a reasonable likelihood that, within the next 30 Business Days, the Issuer, Guarantor (if applicable) and/or any hedging party will become) subject to any withholding or reporting obligations pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended, with respect to the Notes, Deed of Guarantee (if applicable) and/or any hedging positions].</p> <p>[<i>Insert "Early redemption amount" from C.9 above</i>]</p>
C.11	Admission to trading	<p>[Application [has been/is expected to be] made for the Notes to be admitted to trading on the [regulated market of¹³¹] [Euronext Dublin¹³²]/ [the¹³³ Luxembourg Stock Exchange]/ [the¹³³ London Stock Exchange]/ [the¹³³ electronic "Bond Market" organised and managed by Borsa Italiana S.p.A.]/ [the¹³³ Open Market (Regulated Unofficial Market) (Freiverkehr) of¹³¹] [the¹³³ Frankfurt Stock Exchange (Börse Frankfurt AG)]]/ [Not Applicable. The Notes are not admitted to trading on any exchange].</p>
C.15 ¹³⁴ <i>(insert for derivative securities only)</i>	Description of how the value of the investment is affected by the value of the underlying instrument(s)	<p>[The Notes are dual currency Notes and, therefore, all amounts due under the Notes will be converted from [●] into [●] by reference to the applicable exchange rate.]</p> <p>See also Element C.18 below.</p>
C.16 ¹³⁵ <i>(insert for derivative securities only)</i>	Maturity Date and final reference date	<p>The maturity date is [●] (subject to adjustment [if a relevant valuation date is postponed and] for non-business days). See the provisions relating to valuation dates in Element C.18 below in relation to the final reference date.</p> <p>[<i>insert the "Early Redemption" provisions from Element C.10 above</i>]</p>
C.17 ¹³⁶ <i>(insert for derivative securities only)</i>	Settlement procedure of derivative securities	<p>The Notes are cash settled Notes.</p>
C.18 ¹³⁷	Return on	Interest:

¹³⁰ By virtue of Supplement (No.3), the words "[insert, as applicable, if the Underlying is an FX Rate: [(vi)] [a relevant rate ceases to be reported, sanctioned, recognised, published, announced or adopted (or similar);] [(vii)] [the sponsor and/or administrator of a relevant rate appoints a successor;] [and] [(viii)] [a relevant country has lawfully converted or exchanged its currency;]" are inserted.

¹³¹ By virtue of Supplement (No.3), the word "the" is deleted.

¹³² By virtue of Supplement (No.3), the words "Irish Stock Exchange" are deleted and replaced by the words "Euronext Dublin".

¹³³ By virtue of Supplement (No.3), the word "the" is inserted.

¹³⁴ By virtue of Supplement (No.3), Element C.15 is inserted for the purpose of adding derivative securities to the Base Prospectus.

¹³⁵ By virtue of Supplement (No.3), Element C.16 is inserted for the purpose of adding derivative securities to the Base Prospectus.

¹³⁶ By virtue of Supplement (No.3), Element C.17 is inserted for the purpose of adding derivative securities to the Base Prospectus.

Element	Title			
(insert for derivative securities only)	derivative securities	<p>[The Notes do not pay any interest] [The interest amount (if any) due on each interest payment date is determined in accordance with the interest provisions as follows:]</p> <p>[insert the interest provisions for the relevant interest basis from Element C.9 above]</p> <p>As the Notes are Dual Currency Notes, the interest amount determined in accordance with the above provisions will be converted from [●] into [●] by dividing the relevant amount by the relevant exchange rate determined on the DC valuation date for the relevant interest payment date specified below.</p> <p>Redemption:</p> <p>The terms under which Notes may be redeemed (including the Maturity Date and the price at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Notes.</p> <p>Subject to any early redemption, purchase and cancellation, the Notes will be redeemed on [●] at [●] per cent. of their nominal amount, converted from [●] into [●] by dividing such amount by the relevant exchange rate determined on the DC valuation date for the maturity date specified below.</p> <p>[Early Redemption:</p> <p>[The Notes may, at the Issuer's election, be redeemed early on [●] ([each, an/the] optional redemption date) at [●] per cent. of their nominal amount, converted from [●] into [●] by dividing such amount by the relevant exchange rate determined on the DC valuation date for the relevant early redemption date specified below.]</p> <p>[The Notes may, at the election of the holder of such Notes, be redeemed early on [●]([each, an/the] optional redemption date) at [●] per cent. of their nominal amount, converted from [●] into [●] by dividing such amount by the relevant exchange rate determined on the DC valuation date for the relevant early redemption date specified below.]]</p> <p>The Issuer and its subsidiaries may at any time purchase Notes at any price in the open market or otherwise.</p> <p>DC Valuation Dates:</p> <p>A DC valuation date is, in respect of [the scheduled interest payment date(s) specified below] [and] [the scheduled Maturity Date] [and] [the scheduled Optional Redemption Date(s) specified below] , the date specified as such for the relevant scheduled payment date in the Table below (subject to adjustment – see "<i>Disrupted Days, Market Disruption Events and Adjustments</i>" below):</p> <p style="text-align: center;">Table</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Scheduled [Interest Payment Date(s)]/ [Maturity Date]/ [Optional Redemption Date(s)]*</td> <td style="text-align: center;">DC Valuation Date</td> </tr> </table>	Scheduled [Interest Payment Date(s)]/ [Maturity Date]/ [Optional Redemption Date(s)]*	DC Valuation Date
Scheduled [Interest Payment Date(s)]/ [Maturity Date]/ [Optional Redemption Date(s)]*	DC Valuation Date			

¹³⁷ By virtue of Supplement (No.3), Element C.18 is inserted for the purpose of adding derivative securities to the Base Prospectus.

Element	Title				
		[insert date(s)] (repeat as required)	[insert date(s)] (repeat as required)		
		* insert additional columns/rows, if required			
		<p>Disrupted Days, Market Disruption Events and Adjustments:</p> <p>The terms and conditions of the Notes contain provisions, as applicable, relating to events affecting the relevant underlying(s), modification or cessation of the relevant underlying(s), market disruption provisions, realisation disruption event provisions relating to subsequent corrections of the level of an underlying and details of the consequences of such events. Such provisions may, where applicable, permit the 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 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 in respect of the Notes to reflect any such increased costs) and/or, in the case of the occurrence of a realisation disruption event, payment in the relevant local currency rather than in the relevant specified currency, deduction of amounts in respect of any applicable taxes, delay of payments, determination of relevant exchange rates taking into consideration all available relevant information, or to cancel the Notes and to pay an amount equal to the early redemption amount.</p>			
C.19 ¹³⁸ <i>(insert for derivative securities only)</i>	Exercise price/final reference price	See Element C.18 above.			
C.20 ¹³⁹ <i>(insert for derivative securities only)</i>	Underlying	The Underlying specified under the heading " <i>description of underlying</i> " in the Table below. The Underlying is of the classification specified for such underlying in the Table below. Information relating to the underlying can be obtained from the electronic page specified for such underlying in the Table below and from other internationally recognised published or electronically displayed sources.			
		Description of underlying	of classification	Electronic page	
		[●]	FX rate	[●]	

¹³⁸ By virtue of Supplement (No.3), Element C.19 is inserted.

¹³⁹ By virtue of Supplement (No.3), Element C.20 is inserted.

SECTION D – RISKS

Element	Title	
D.2	Key risks regarding the Issuers	<p>[Citigroup Inc.][CGMHI][CGMFL] believes that the factors summarised below may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and [Citigroup Inc.][CGMHI][CGMFL] is not in a position to express a view on the likelihood of any such contingency occurring.</p> <p>There are certain factors that may affect [CGMFL's/Citigroup Inc.'s/CGMHI's] ability to fulfil its obligations under any Notes issued by it [and Citigroup Inc.'s/CGML's ability to fulfil its obligations as guarantor in respect of Notes issued by CGMHI/CGMFL], 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.</p> <p>[There are certain additional factors that may affect [CGMHI's/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 on-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 [Citigroup Inc.'s/CGML's] ability to fulfil its obligations as guarantor in respect of Notes issued by [CGMHI/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.]</p>
<p>¹⁴⁰D.[3/6] <i>(specify D.3 for debt securities and D.6 for derivative securities)</i></p>	Key risks regarding the Notes	<p><i>[Specify for derivative securities: INVESTORS MAY LOSE THEIR ENTIRE INVESTMENT OR PART OF IT AS THE CASE MAY BE.]</i> [CITIGROUP INC.][CGMHI][CGMFL] DOES NOT REPRESENT THAT THE LIST BELOW IS COMPREHENSIVE. PROSPECTIVE INVESTORS SHOULD READ THE BASE PROSPECTUS IN ITS ENTIRETY AND FORM THEIR OWN CONCLUSIONS REGARDING [CITIGROUP INC.] [CGMHI] [CGMFL].¹⁴¹</p> <p>Investors should note that the Notes (including Notes which are expressed to redeem at par or above¹⁴²) are subject to the credit risk of [CGMFL and CGML][Citigroup Inc.][CGMHI and Citigroup Inc.]. Furthermore, the Notes may be sold, redeemed or repaid early, and if so, the price for which a Note may be sold, redeemed or repaid early may be less than the investor's initial investment. [There are certain other factors which are material for the purpose of assessing the risks associated with investing in any issue of Notes, which include, without limitation (in each case, where applicable), (i) risk of disruption to valuations, (ii) adjustment to the conditions, substitution of the relevant underlying(s) and/or early redemption following an adjustment event or an illegality, (iii) postponement of interest payments and/or minimum and/or maximum limits imposed on interest rates, (iv) cancellation or scaling back of public offers or the issue date being deferred, (v) hedging activities of the Issuer and/or any of its affiliates, (vi) conflicts</p>

¹⁴⁰ By virtue of Supplement (No.3), the number "D.3" is deleted and replaced by the words "D.[3/6] (specify D.3 for debt securities and D.6 for derivative securities)".

¹⁴¹ By virtue of Supplement (No.3), this paragraph is inserted.

¹⁴² By virtue of Supplement (No.3), the words "or above" are inserted.

Element	Title	
		<p>of interest between the Issuer and/or any of its affiliates and holders of Notes, (vii) modification of the terms and conditions of Notes by majority votes binding all holders, (viii) discretions of the Issuer and Calculation Agent being exercised in a manner that affects the value of the Notes or results in early redemption, (ix) change in law, (x) illiquidity of denominations consisting of integral multiples, (xi) payments being subject to withholding or other taxes, (xii) fees and commissions not being taken into account when determining secondary market prices of Notes, (xiii) there being no secondary market, (xiv) exchange rate risk, (xv) market value of Notes being affected by various factors independent of the creditworthiness of [CGMFL and CGML][Citigroup Inc.][CGMHI and Citigroup Inc.] such as market conditions, interest and exchange rates and macroeconomic and political conditions and (xvi) credit ratings not reflecting all risks.]</p> <p>[The ability of the Issuer to convert the interest rate on Notes from one interest basis to another will affect the secondary market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing and to a rate which is lower than other comparable notes (as applicable).]</p>

SECTION E – OFFER

Element	Title	
E.2b	Use of proceeds	<p>[The net proceeds of the issue of the Notes by CGMFL will be used primarily to grant loans or other forms of funding to CGML and any entity belonging to the same group, and may be used to finance CGMFL itself.]</p> <p>[The net proceeds of the issue of the Notes by Citigroup Inc. will be used for general corporate purposes, which may include capital contributions to its subsidiaries and/or the reduction or refinancings of borrowings of Citigroup Inc. or its subsidiaries. Citigroup Inc. expects to incur additional indebtedness in the future.]</p> <p>[The net proceeds of the issue of the Notes by CGMHI will be used for general corporate purposes, which include making a profit.]</p> <p>[In particular, the proceeds will be used to/for [●].]</p>
E.3	Terms and conditions of the offer	<p>[Not Applicable. The Notes are not the subject of a Non-exempt Offer][The Notes are the subject of a Non-exempt Offer, the terms and conditions of which are further detailed as set out below and in the applicable Final Terms.]</p> <p>A Non-exempt Offer of the Notes may be made in [●] (the "[●] Offer") during the period from (and including) [●] to (and including) [●]. [Such period may be [lengthened] [or] [shortened] at the option of the Issuer.] [The Issuer reserves the right to cancel the [●] Offer].</p> <p>The offer price is [●] per calculation amount. [In addition to any expenses detailed in Element E.7 below, an Authorised Offeror may charge investors under the [●] Offer a [●] [fee] [commission] of [up to] [●] per cent. of the principal amount of the Notes to be purchased by the relevant investor]. The minimum subscription amount is [[●]] [the offer price]. [The Issuer may decline in whole or in part an application for Notes under the [●] Offer.]</p> <p><i>(If required, summarise any additional terms and conditions of each</i></p>

Element	Title	
		<i>relevant Non-exempt Offer as set out in the section entitled "Terms and Conditions of the Offer" in the applicable Final Terms))]</i>
E.4	Interests of natural and legal persons involved in the issue/offer	[The Dealer and/or any distributors will be paid [●] as fees in relation to the issue of Notes.][So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the Offer(s)][<i>A description of any interest that is material to the issue/offer including conflicting interests.</i>]
E.7	Estimated expenses charged to the investor by the Issuer or an Authorised Offeror	No expenses are being charged to an investor by the Issuer. [[There is no Non-exempt Offer of Notes and therefore no Authorised Offeror] [No expenses are being charged to an investor by an Authorised Offer] [except as follows: (<i>insert details</i>)]].

SCHEDULE 3

AMENDMENTS TO THE RISK FACTORS

The risk factors set out in Section B (*Risk Factors*) on pages 72 to 118 of the Base Prospectus are amended as follows:

1. The risk factor entitled "*Adjustment Events*" on page 96 of the Base Prospectus in the section entitled "*General risks relating to the Notes*" is amended by the insertion of the following before the comma at the end of sub-paragraph (e) thereof:

"; and/or

(f) if the Underlying(s) is/are FX Rates where the EMTA Provisions are specified as Not Applicable in the applicable Issue Terms, a relevant country has lawfully converted or exchanged its currency for a successor currency; and/or

(g) if the Underlying(s) is/are FX Rates where the EMTA Provisions are specified as Applicable in the applicable Issue Terms, (i) any relevant rate ceases to be reported, sanctioned, recognised, published, announced or adopted (or similar action), (ii) 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 (iii) a relevant country has lawfully converted or exchanged its currency for a successor currency".

2. The second paragraph of the risk factor entitled "*Benchmark Reforms and discontinuation – Future discontinuance of an –IBOR may adversely affect the value of Notes which reference such benchmark*" on page 103 of the Base Prospectus shall be amended by the insertion of the words "In addition, see "*Substitute or Successor Rates*" below." at the end thereof.

3. The following risk factor is inserted after the risk factor entitled "*Benchmark Reforms and discontinuation – Future discontinuance of an –IBOR may adversely affect the value of Notes which reference such benchmark*" on page 103 of the Base Prospectus:

"Substitute or Successor Rates

If one or more rates comprising an Interest Rate or Reference Rate (including any Underlying) in respect of the Notes has been discontinued or is permanently no longer being published, notwithstanding anything to the contrary in the Conditions, the Calculation Agent will determine, in its sole and absolute discretion, the relevant Interest Rate or Reference Rate by reference to an industry-accepted substitute or successor rate (or, if none, a comparable alternative) and may make such adjustments to the Conditions as it determines necessary or appropriate to reflect any industry-accepted practices for the successor or comparable rate, including applying an adjustment factor. Any such amendments may result in an Interest Rate in respect of the Notes which is different from the rate originally anticipated and also different from the rate that would have been determined had such rate been determined as specified under "*Benchmark Reforms and discontinuation – Future discontinuance of an –IBOR may adversely affect the value of Notes which reference such benchmark*" above."

4. The following risk factors are inserted above the title "*Risks relating to the structure of a particular issue of Notes*" on page 115 of the Base Prospectus:

"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 below.

Fluctuations in exchange rates and implied volatility of the relevant currency 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 also "*Changes in exchange rates and exchange controls*" above).

Disrupted Days in relation to Notes linked to currency exchange rates which are specified in the applicable Issue Terms to be Underlyings where the EMTA Provisions are not specified as applicable in the applicable Issue Terms

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.

Notes linked to currency exchange rates which are specified in the applicable Issue Terms to be Underlyings where the EMTA Provisions are specified as applicable

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.

Settlement Disruption

Where Settlement Disruption is specified as applicable in the applicable Issue Terms and 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 Specified 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 Specified 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 Noteholders 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 dollars will not constitute a default and Noteholders 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 4 – FX Rate Conditions*" in this Offering Circular and the applicable Issue Terms in order to fully understand the provisions relating to such Notes."

5. The risk factor entitled "*Volatility Bond Notes*" on page 116 of the section entitled "*Risks relating to the structure of a particular issue of Notes*" is amended by the deletion of the references to "volatility bond rate 2" on lines 3 and 7 of the second paragraph thereof and the substitution of the words "volatility bond rate 1" therefor.

6. The following risk factors are inserted as new risk factors after the risk factor entitled "*Previous Coupon Linked Notes*" on page 118 of the section entitled "*Risks relating to the structure of a particular issue of Notes*":

"Reserve Coupon Notes

Where the applicable Issue Terms specify the "Reserve Coupon Note Provisions" to be applicable, if the interest rate otherwise determined in accordance with the interest provisions in respect of an interest period/interest payment date (an actual coupon rate) is greater than the reserve coupon rate specified for the relevant interest period/interest payment date in the applicable Issue Terms, (i) the Interest Rate for the relevant interest period/interest payment date shall be capped at the reserve coupon rate and (ii) the amount by which such actual coupon rate exceeds the reserve coupon rate shall be carried over to "top up" the rate of interest for any succeeding interest periods/interest payment dates for which the actual coupon rate is less than the reserve coupon rate, Provided That the Interest Rate for any succeeding interest period/interest payment date (other than the final interest period and/or interest payment date to which the Reserve Coupon Note Provisions apply) shall not exceed the reserve coupon rate.

FX Performance Notes

Where the applicable Issue Terms specify the "FX Performance Note Provisions" to be applicable, the interest rate otherwise determined in accordance with the interest provisions in respect of an interest period/interest payment date (an actual coupon rate) will be adjusted to reflect changes in a specified currency exchange rate by applying the "performance" of the relevant currency exchange rate (being (i) either a specified currency exchange rate or the currency exchange rate on a specified date (e.g. the trade date) divided by (ii) either a specified currency exchange rate or the currency exchange rate on a different specified date (e.g. a specified FX performance valuation date for the relevant interest period/interest payment date)) to such actual coupon rate. This will mean that investors are exposed to fluctuations in the specified currency exchange rate which may operate to reduce the interest rate for the relevant interest period/interest payment date."

7. The following risk factor is inserted as a new risk factor after the risk factor entitled "*Previous Coupon Linked Notes*" on page 118 of the Base Prospectus in the section entitled "*Risks relating to the structure of a particular issue of Notes*":

"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 relevant specified valuation date. In such circumstances, amounts that you receive in respect of the Notes are also linked to the performance of the Underlying which is the exchange rate used for such conversions. You should therefore also have regard to the risk factors relating to Notes linked to a currency exchange rate as set out above."

8. The following risk factor is inserted as a new risk factor after the risk factor entitled "*Notes with variable interest rates or which include a multiplier or other leverage factor*" on page 118 of the Base Prospectus in the section entitled "*Risks relating to the structure of a particular issue of Notes*":

"Information concerning the Underlying(s)

Information relating to the past and further performance and volatility of any relevant Underlyings is available from internationally recognised published or electronically displayed sources, including the relevant Electronic Page specified in the applicable Issue Terms."

SCHEDULE 4

AMENDMENTS TO THE TERMS AND CONDITIONS OF THE NOTES

The Terms and Conditions of the Notes set out in Section F (*Terms and Conditions of the Notes*) on pages 278 to 535 of the Base Prospectus are amended as follows:

General Amendments:

1. The first paragraph under the heading "SECTION F.1 – GENERAL CONDITIONS OF THE NOTES" on page 279 of the Base Prospectus shall be deleted and replaced by the following:

"Except as indicated below, the following is the text of the terms and conditions of the Notes, which will include the general conditions of the Notes together with the additional terms and conditions contained (i) in respect of the Underlying Linked Notes (a) in the case of Inflation Rate Notes only, in Underlying Schedule 1 (Inflation Index Conditions), (b) in the case of Rate Linked Notes only, in Underlying Schedule 2 (Rate Conditions), (c) in the case of Credit Linked Interest Notes only, in Underlying Schedule 3 (Credit Linked Interest Conditions), (d) in the case of FX Performance Notes (where the relevant FX Performance Rate is specified in the applicable Issue Terms to be an Underlying) and Dual Currency Notes only, in Underlying Schedule 4 (FX Rate Conditions) (each of Underlying Schedules 1, 2, 3 and 4, an "Underlying Schedule" and together, the "Underlying Schedules"), (ii) where specified as applicable in the applicable Issue Terms (as defined below), Schedule A and (iii) in the case of all Notes, the Valuation and Settlement Schedule (the Underlying Schedules together with Schedule A and the Valuation and Settlement Schedule, the "Schedules" and each, a "Schedule") and, in relation to any tranche of Notes, as completed, modified and/or supplemented, as applicable, by the information set out in the applicable Issue Terms (as defined below)."

2. The sixth paragraph under the heading "SECTION F.1 – GENERAL CONDITIONS OF THE NOTES" on page 279 of the Base Prospectus shall be deleted and replaced by the following:

*"The terms and conditions of a Tranche of Notes (the "Terms and Conditions") means, in relation to any Tranche of Notes, the General Conditions together with the additional terms and conditions contained in (i) in the case of all Notes, the Valuation and Settlement Schedule, (ii) in the case of Underlying Linked Notes which are (a) Inflation Rate Notes only, Underlying Schedule 1 (*Inflation Index Conditions*), (b) Rate Linked Notes only, Underlying Schedule 2 (*Rate Conditions*), (c) Credit Linked Interest Notes only, Underlying Schedule 3 (*Credit Linked Interest Conditions*) and (d) FX Performance Notes (where the relevant FX Performance Rate is specified in the applicable Issue Terms to be an Underlying) and Dual Currency Notes only, Underlying Schedule 4 (*FX Rate Conditions*). The conditions of a Tranche of Notes (the "Conditions") means, in relation to any Tranche of Notes, the Terms and Conditions as completed or, (in the case of Exempt Notes) completed, modified and/or supplemented, as applicable, by the information set out in the applicable Issue Terms."*

3. The following shall be inserted as a new Underlying Schedule 4 (*FX Rate Conditions*):

"UNDERLYING SCHEDULE 9 – FX RATE CONDITIONS

This Underlying Schedule shall apply to each Underlying classified in the applicable Issue Terms as an "FX Rate".

For the avoidance of doubt, defined terms used in this Underlying Schedule shall only apply in respect of Notes linked to FX Rates or any other Notes where this Underlying Schedule is specifically stated to apply in the applicable Issue Terms.

PART A

The provisions of this Part A apply where EMTA provisions are not specified as applicable in the applicable Issue Terms.

1. Definitions

"**Base Currency**" means, in respect of an Exchange Rate, the currency specified as such in respect of such Exchange Rate in the applicable Issue Terms.

"Currency Pair" means, in respect of an Exchange Rate, the Quote Currency and the Base Currency specified for such Exchange Rate in the applicable Issue Terms.

"Event Currency" means, in respect of an Exchange Rate, the Quote Currency and/or the Base Currency, unless otherwise specified in the applicable Issue Terms.

"Event Currency Jurisdiction" means, in respect of an Event Currency, the country for which such Event Currency is the lawful currency.

"Exchange Rate" means the spot rate of exchange for exchange of the relevant Quote Currency into the relevant Base Currency (expressed as the number of units (or parts thereof) of the Quote Currency for which one unit of the Base Currency can be exchanged) which appears on the relevant Electronic Page at approximately the Valuation Time, as specified in the applicable Issue Terms.

"FX Rate" means:

- (a) where "cross-rate/formula" is not specified as applicable for such FX Rate in the applicable Issue Terms, the Exchange Rate for such FX Rate, as specified in the applicable Issue Terms; or
- (b) where "cross-rate/formula" is specified as applicable for such FX Rate in the applicable Issue Terms, the "inverse of" and/or the "product of" and/or the "quotient of" (in each case as specified in the applicable Issue Terms) each Exchange Rate specified for such FX Rate in the applicable Issue Terms.

"FX Rate Condition" means each condition specified in this Underlying Schedule.

"Governmental Authority" means (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or (ii) any other entity (private or public) charged with the regulation of the financial markets (including the central bank), in each case in any relevant jurisdiction.

"Non-Event Currency" means, in respect of an Exchange Rate and the relevant Currency Pair, the currency of such Currency Pair which is not the Event Currency.

"Price Materiality Percentage" means, in respect of Price Materiality, the percentage specified in the applicable Issue Terms.

"Primary Rate" means, in respect of Price Materiality, the currency exchange rate determined as set out in the applicable Issue Terms.

"Quote Currency" means, in respect of an Exchange Rate, the currency specified as such in respect of such Exchange Rate in the applicable Issue Terms.

"Scheduled Trading Day" means, in respect of an Exchange Rate, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits), or but for the occurrence of a Disrupted Day would have settled payments and been open for general business (including dealing in foreign exchange and foreign currency deposits) in each of the Specified Financial Centres specified for such FX Rate in the applicable Issue Terms and, if the specified Financial Centres are specified to be or include "TARGET" or "TARGET Business Day" a Scheduled Trading Day shall also be a TARGET Business Day.

"Secondary Rate" means, in respect of Price Materiality, the currency exchange rate determined as set out in the applicable Issue Terms.

"Specified Financial Centre(s)" means the financial centre(s) specified in the applicable Issue Terms.

2. **Valuation**

(a) *Closing Valuations*

"**Underlying Closing Level**" means, in respect of a Valuation Date, the FX Rate for such Valuation Date, as determined by the Calculation Agent by reference to the relevant Exchange Rate(s).

(b) *Intraday Valuations*

"**Underlying Level**" means, in respect of a Valuation Date, the FX Rate observed continuously during such Valuation Date, as determined by the Calculation Agent by reference to the relevant Exchange Rate(s).

3. **Disruption to Valuation**

"**Disrupted Day**" means, in respect of an FX Rate and the related Exchange Rate(s), any Scheduled Trading Day for such FX Rate on which a Market Disruption Event occurs.

For the purposes hereof:

"**Currency Disruption Event**" means any of Dual Exchange Rate, General Inconvertibility, General Non-Transferability, Governmental Authority Default, Illiquidity, Material Change in Circumstances, Nationalisation, Price Materiality, Specific Inconvertibility and Specific Non-Transferability, each such term as defined below, and any other event specified as such in the applicable Issue Terms.

"**Dual Exchange Rate**" means, in respect of an FX Rate and as determined by the Calculation Agent, the split of any Exchange Rate specified for such FX Rate into dual or multiple currency exchange rates.

"**General Inconvertibility**" means, in respect of an FX Rate and the related Exchange Rate(s) and as determined by the Calculation Agent, the occurrence of any event that generally makes it impossible or not reasonably practicable to convert any relevant Event Currency into the relevant Non-Event Currency in the relevant Event Currency Jurisdiction through customary legal channels.

"**General Non-Transferability**" means, in respect of an FX Rate and the related Exchange Rate and as determined by the Calculation Agent, the occurrence of any event that generally makes it impossible or not reasonably practicable to deliver (a) any relevant Non-Event Currency from accounts inside the relevant Event Currency Jurisdiction to accounts outside the relevant Event Currency Jurisdiction or (b) any relevant Event Currency between accounts inside the relevant Event Currency Jurisdiction or to a party that is a non-resident of such Event Currency Jurisdiction.

"**Governmental Authority Default**" means, with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default, or other similar condition or event (however described), as determined by the Calculation Agent, including, but not limited to, (A) the failure of timely payment in full of any principal, interest, or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money, or guarantee, (B) a declared moratorium, standstill, waiver, deferral, Repudiation, or rescheduling of any principal, interest, or other amounts due in respect of any such security, indebtedness for borrowed money, or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest, or other amounts due in respect of any such security, indebtedness for borrowed money, or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default, or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for borrowed money, or guarantee.

"Illiquidity" means, in respect of an FX Rate and a Valuation Date and as determined by the Calculation Agent, it becomes impossible or otherwise impracticable to obtain a firm quote to determine the relevant rate(s) required to calculate the Underlying Closing Level or Underlying Level (as relevant) for any relevant amount at the relevant time on the relevant Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source).

"Market Disruption Event" means, in respect of an FX Rate and the related Exchange Rate(s), the occurrence or existence, as determined by the Calculation Agent, of any Price Source Disruption and/or any Trading Suspension or Limitation and/or any Currency Disruption Event specified in respect of such FX Rate in the applicable Issue Terms.

"Material Change" in Circumstances means the occurrence of an event in an Event Currency Jurisdiction beyond the control of any Hedging Party which makes it impossible or not reasonably practicable for (i) any Hedging Party to fulfil its obligations under any Hedging Position and (ii) for any entity generally to fulfil obligations similar to such Hedging Party's obligations under any Hedging Position.

"Nationalisation" means, in the determination of the Calculation Agent, any expropriation, confiscation, requisition, nationalisation or other action by a Governmental Authority which deprives any Hedging Party of all or substantially all of its assets in any Event Currency Jurisdiction.

"Price Materiality" means the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage, as determined by the Calculation Agent.

"Price Source Disruption" means, in respect of an FX Rate and a Valuation Date and as determined by the Calculation Agent, it becomes impossible or otherwise impracticable to obtain the relevant rate(s) required to calculate the Underlying Closing Level or Underlying Level (as relevant) on such Valuation Date (or, if different, the day on which rates for such Valuation Date would, in the ordinary course, be published or announced on the relevant Electronic Page).

"Repudiation" means, in respect of a Governmental Authority Default, the relevant Governmental Authority disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of any security, indebtedness for borrowed money, or guarantee of such Governmental Authority in any material respect.

"Specific Inconvertibility" means, in respect of an FX Rate and as determined by the Calculation Agent, the occurrence of any event that has the direct or indirect effect of hindering, limiting, restricting, making it impossible or not reasonably practicable for any Hedging Party to convert the whole, or part thereof, of any relevant amount in any relevant Event Currency into the relevant Non-Event Currency in the relevant Event Currency Jurisdiction (including, without limitation, by reason of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on the repatriation of any relevant Event Currency into the relevant Non-Event Currency) other than where such hindrance, limitation, restriction, impossibility or impracticality is due solely to the failure by such Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date and it is impossible or not reasonably practicable for such Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation).

"Specific Non-Transferability" means, in respect of an FX Rate and as determined by the Calculation Agent, the occurrence of any event that has the direct or indirect effect of hindering, limiting, restricting, making it impossible or not reasonably practicable for any Hedging Party to deliver (a) any relevant amount in any relevant Non-Event Currency from accounts inside the relevant Event Currency Jurisdiction to accounts outside such Event Currency Jurisdiction or (b) any relevant amount in any relevant Event Currency between accounts inside the relevant Event Currency Jurisdiction or to a party that is a non-resident of such Event Currency Jurisdiction (including, without limitation, by reason of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on the

repatriation of any relevant Event Currency into the relevant Non-Event Currency), other than where such hindrance, limitation, restriction, impossibility or impracticality is due solely to the failure by such Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date and it is impossible or not reasonably practicable for such Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation).

"Trading Suspension or Limitation" means, in respect of an FX Rate and a Valuation Date and as determined by the Calculation Agent, the suspension of and/or limitation of trading in the rate(s) required to calculate such FX Rate (which may be, without limitation, rates quoted on any over-the-counter or quotation-based market, whether regulated or unregulated) for such Valuation Date PROVIDED THAT such suspension or limitation of trading is material in the opinion of the Calculation Agent.

4. **Additional Adjustment Events**

The following Additional Adjustment Event shall apply in respect of an FX Rate if FX Rate Part A Condition 4 is specified as applicable in the applicable Issue Terms: after the Trade Date and on or before any relevant payment date, a relevant country has lawfully eliminated, converted, redenominated, or exchanged its currency in effect on the Issue Date or any lawful successor currency thereto (the **"Successor Currency"**), as the case may be (the **"Original Currency"**), for a Successor Currency.

5. **Additional Early Redemption Events**

No Additional Early Redemption Events shall apply in respect of FX Rates.

6. **Additional Provisions**

(a) *Corrections of published or announced rates*

Correction Period means, in respect of an FX Rate, five Business Days.

(b) *Certain Published and Displayed Sources*

If any Exchange Rate is published or announced by more than one price source (including the relevant Electronic Page) and the Electronic Page fails to publish or announce that currency exchange rate on any relevant Valuation Date (or, if different, the day on which rates for such Valuation Date would, in the ordinary course, be published or announced on the relevant Electronic Page), then the relevant Underlying Closing Level or Underlying Level (as relevant) for such Valuation Date may be determined as if the applicable Issue Terms had specified any other available price source which actually publishes or announces such currency exchange rate on such Valuation Date (or, if different, the day on which rates for such Valuation Date would, in the ordinary course, be published or announced by such price source) as the applicable Electronic Page.

If any Exchange Rate comprising any applicable FX Rate is reported, sanctioned, recognised, published, announced, or adopted (or other similar action) by the relevant Governmental Authority, and such currency exchange rate ceases to exist and is replaced by a successor currency exchange rate that is reported, sanctioned, recognised, published, announced, or adopted (or other similar action) by such Governmental Authority (the **"Official Successor Rate"**), then the Underlying Closing Level or Underlying Level (as applicable) for the relevant Valuation Date may be determined as if the applicable Issue Terms had specified any available price source which publishes or announces the Official Successor Rate (including, but not limited to, an official publication of that Governmental Authority) on such Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source) as the applicable Electronic Page.

(c) *Settlement Disruption*

Where Settlement Disruption is specified as applicable in the applicable Issue Terms and if, in the opinion of the Calculation Agent, payment of any amount due in respect of the Notes cannot be made by the Issuer in the Specified Currency on any date on which payment is scheduled to be made under the Notes (a "**Relevant Scheduled Payment Date**") due to:

- (i) the imposition of laws or regulations by any Governmental Authority of the country for which the Specified Currency is the lawful currency (the Specified Currency Jurisdiction) which (a) require non-residents of the Specified Currency Jurisdiction to obtain permission from such central banking authority or other authority to obtain the Specified Currency, or (b) otherwise restrict a non-resident's ability to obtain the Specified Currency, or (c) otherwise regulate the purchase or holding of the Specified Currency by non-residents of the Specified Currency Jurisdiction such that costs are imposed in obtaining the Specified Currency which would not be imposed in the absence of such regulations, or (d) has the direct or indirect effect of hindering, limiting or restricting the transfer of the Specified Currency between non-residents of the Specified Currency Jurisdiction or (e) materially restricts non-residents from transferring the Specified Currency from the Specified Currency Jurisdiction to the country of incorporation of such non-resident; or
- (ii) any Relevant Clearing System suspending or ceasing to accept the Specified Currency as a settlement currency; or
- (iii) the Specified Currency's replacement or disuse or the Specified Currency, or any Successor Currency, no longer being used by the government of the Specified Currency Jurisdiction or for the settlement of transactions by public institutions within the international banking community; or
- (iv) the illiquidity of the Specified Currency in the relevant market; or
- (v) any other circumstances beyond the control of the Issuer (including but not limited to a natural or man-made disaster, armed conflict, act of terrorism, riot or labour disruption),

(each a "**Currency Settlement Disruption Event**") 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 (USD) (such payment converted into USD by reference to such currency exchange rate displayed on such price source or otherwise as the Calculation Agent shall determine) on, or as soon as reasonably practicable (in the opinion of the Calculation Agent) after, the Relevant Scheduled Payment Date. Any such delayed payment or payment in USD will not constitute a default and Holders shall not be entitled to further interest or any other payment in respect of any such delay.

PART B

The provisions of this Part B apply where EMTA Provisions are specified as applicable in the applicable Issue Terms.

1. **Definitions**

"**Calculation Agent Determination**" means, in respect of an FX Rate and a Valuation Date, that the Calculation Agent will determine the FX Rate for such Valuation Date taking into consideration all available information that it deems relevant.

"**Disruption Event**" means an event that would give rise, in accordance with an applicable Disruption Fallback, to an alternative basis for determining the FX Rate being in respect of an FX Rate, any related First Fallback Reference Rate or any related Second Fallback Reference Rate, as the case may be, the occurrence or existence, as determined by the Calculation Agent, of any Price Source Disruption and/or any Price Materiality, if specified in respect of the FX Rate in the applicable Issue Terms.

"Disruption Fallback" means each of Calculation Agent Determination, First Fallback Commodity Price, Second Fallback Reference Price, Valuation Postponement which are specified as applicable in the applicable Issue Terms.

"Exchange Rate" means the Reference Currency/Settlement Currency offered rate for the Settlement Currency expressed as the amount of the Reference Currency per one unit of the Settlement Currency for settlement in the Number of Settlement Business Days.

"First Fallback Reference Rate" means, in respect of an FX Rate, the rate (if any) specified as such in the applicable Issue Terms, which shall be the Exchange Rate for such FX Rate as reported or, as the case may be, announced, by the First Fallback Rate Source on the First Fallback Electronic Page at approximately the First Fallback Valuation Time (or as soon thereafter as practicable). For which purpose:

"First Fallback Electronic Page" means, in respect of the First Fallback Reference Rate, the Electronic Page specified as such in the applicable Issue Terms.

"First Fallback Rate Source" means, in respect of a First Fallback Reference Rate, the source or source(s) specified as such in the applicable Issue Terms for such First Fallback Reference Rate which may, for the avoidance of doubt, include any methodology used by such source in determining the relevant rate.

"First Fallback Reference Price" means, in respect of an FX Rate and a Specified Valuation Date, that the Calculation Agent shall determine the Underlying Closing Level of the relevant FX Rate for such Valuation Date using the First Fallback Reference Rate, unless such rate is subject to a Disruption Event, in which case the FX Rate will be determined in accordance with the provisions of the next applicable Disruption Fallback.

"First Fallback Valuation Time" means, in respect of the First Fallback Reference Rate, the time specified as such in the applicable Issue Terms.

"FX Rate" means, in respect of each Underlying specified as such in the applicable Issue Terms, the Exchange Rate, as reported or, as the case may be, announced, by the FX Rate Source.

"FX Rate Source" means, in respect of an FX Rate, the source or source(s) specified as such in the applicable Issue Terms for such FX Rate which may, for the avoidance of doubt, include any methodology used by such source in determining the relevant rate.

"Number of Settlement Business Days" means, in respect of an FX Rate and the related Exchange Rate, the number of Reference Currency Business Days specified as such in the applicable Issue Terms.

"Price Materiality" means that, in the determination of the Calculation Agent, either (a) the Primary Rate differs from any Secondary Rate by at the least the Price Materiality Percentage or (b) there are insufficient responses on the Specified Valuation Date to the relevant survey used in calculating the First Fallback Reference Price or, as the case may be, the Second Fallback Reference Price.

"Price Materiality Percentage" means, in respect of an FX Rate, the percentage specified as such in the applicable Issue Terms.

"Price Source Disruption" means, in the determination of the Calculation Agent, it becomes impossible to obtain the FX Rate, any related First Fallback Reference Rate or any related Second Fallback Reference Rate, as the case may be, on the Specified Valuation Date (or, if different the day on which rates for that Specified Valuation Date would, in the ordinary course, be published or announced by the relevant price source).

"Primary Rate" means, in respect of an FX Rate, the rate specified as such in the applicable Issue Terms.

"Reference Currency Business Day" means a day on which commercial banks are open (or, but for the occurrence of any Disruption Event, would have been open) for business (including dealing in foreign exchange in accordance with the market practice of the foreign exchange market) in (i) the or each Settlement Currency Business Centre(s) specified in the applicable Issue Terms (a **"Settlement Currency Business Day"**) and (ii) any of the Reference Currency Business Centre(s) specified in the applicable Issue Terms and, for the purposes of the definition of Valuation Date and the occurrence of a Disruption Event, a Reference Currency Business Day will include any day on which commercial banks would have been open but for the occurrence in the jurisdiction of the Reference Currency of a banking moratorium or other similar event related to any Disruption Event.

"Second Fallback Reference Rate" means, in respect of an FX Rate, the rate (if any) specified as such in the applicable Issue Terms, which shall be the Exchange Rate as reported or, as the case may be, announced, by the Second Fallback Rate Source on the Second Fallback Electronic Page at approximately the Second Fallback Valuation Time (or as soon thereafter as practicable). For which purpose:

"Second Fallback Electronic Page" means, in respect of the Second Fallback Reference Rate, the Electronic Page specified as such in the applicable Issue Terms.

"Second Fallback Rate Source" means, in respect of a Second Fallback Reference Rate, the source or source(s) specified as such in the applicable Issue Terms for such Second Fallback Reference Rate which may, for the avoidance of doubt, include any methodology used by such source in determining the relevant rate.

"Second Fallback Reference Price" means, in respect of an FX Rate and a Valuation Date, that the Calculation Agent shall determine the Underlying Closing Level of the relevant FX Rate for such Valuation Date using the Second Fallback Reference Rate, unless such rate is subject to a Disruption Event, in which case the FX Rate will be determined in accordance with the provisions of the next applicable Disruption Fallback.

"Second Fallback Valuation Time" means, in respect of the Second Fallback Reference Rate, the time specified as such in the applicable Issue Terms.

"Secondary Rate" means, in respect of an FX Rate, the or each rate(s) specified as such in the applicable Issue Terms.

"Scheduled Trading Day" means, in respect of an FX Rate, a Reference Currency Business Day PROVIDED THAT, where the Reference Currency is Brazilian real (BRL) and the Settlement Currency is United States dollars (USD), if the Specified Valuation Date falls on a day that, as at the Trade Date, is not a Settlement Currency Business Day, then such day shall be a Scheduled Trading Day notwithstanding that, due to not being a Settlement Currency Business Day only, it is not a Reference Currency Business Day.

"Unscheduled Holiday" means, in respect of an FX Rate and a Specified Valuation Date, a day that is not a Reference Currency Business Day and, in the determination of the Calculation Agent, the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the principal financial centre of the Reference Currency two Reference Currency Business Days prior to the Specified Valuation Date.

"Valuation Postponement" means, in respect of an FX Rate and a Specified Valuation Date, that if the relevant Disruption Event is (i) a Price Source Disruption, the Underlying Closing Level will be determined on the Reference Currency Business Day first succeeding the day on which the Price Source Disruption ceases to exist unless, subject to the provisions of FX Rate Condition 6(d) (*Cut-off Valuation Date for cumulative events*) below, the Price Source Disruption continues to exist (measured from the date that, but for the occurrence of the Price Source Disruption, would have been the Valuation Date) for the number of Maximum Days of Postponement. In such event, the FX Rate will be determined on the next Reference Currency Business Day after the day falling the Maximum Days of Postponement (and such date shall

be deemed to be the Valuation Date) in accordance with the provisions set out in the next applicable Disruption Fallback or (ii) if the relevant Disruption Event is a Price Materiality, the FX Rate will be determined in accordance with the provisions set out in the next applicable Disruption Fallback.

2. **Valuation**

(a) *Closing Valuations*

"**Underlying Closing Level**" means, in respect of a Valuation Date, the FX Rate for such Valuation Date as displayed on the applicable Electronic Page(s) at approximately the Valuation Time (or as soon thereafter as practicable) on the Valuation Date, all as determined by the Calculation Agent.

(b) *Intraday Valuations*

"**Underlying Level**" does not apply to an FX Rate to which the EMTA Provisions apply.

(c) *Valuation Time*

Valuation Time means, in respect of an FX Rate, the time specified for such FX Rate in the applicable Issue Terms.

3. *Disruption to Valuation*

"**Disrupted Day**" means, in respect of an FX Rate, any Scheduled Trading Day for such FX Rate on which a Disruption Event has occurred and is continuing.

4. *Additional Adjustment Events*

The following Additional Adjustment Events shall apply in respect of an FX Rate if FX Rate Part B Condition 4 is specified as applicable in the applicable Issue Terms:

- (i) any Relevant Rate which as of the Trade Date is reported, sanctioned, recognised, published, announced or adopted (or other similar action) by the relevant Governmental Authority and any such Relevant Rate ceases to exist and is replaced by a successor currency exchange rate that is reported, sanctioned, recognised, published, announced or adopted (or other similar action) by such Governmental Authority (the "**Official Successor Rate**"), then the Relevant Rate will be determined as provided herein by reference to such Official Successor Rate and the price source which publishes or announces (or, but for the occurrence of a Disruption Event, would have published or announced) such Official Successor Rate (including, but not limited to, an official publication of that Governmental Authority);
- (ii) the FX Rate Source as sponsor and/or administrator of a Relevant Rate officially designates or appoints a successor sponsor and/or administrator entity for that Relevant Rate, then such lawfully designated or appointed successor entity shall be deemed to be the lawful sponsor and/or administrator entity of such Relevant Rate; and
- (iii) if, after the Trade Date and on or before any relevant payment date, a relevant country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on the Trade Date or any lawful successor currency thereto (the "**Successor Currency**"), as the case may be (the "**Original Currency**"), for a Successor Currency.

For the purposes of the above, "**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of financial markets (including the central bank) of the jurisdiction of the Reference Currency.

"**Relevant Rate**" means, in respect of an FX Rate, the FX Rate, any First Fallback Reference Rate and any Second Fallback Reference Rate.

5. **Additional Early Redemption Events**

No Additional Early Redemption Events shall apply in respect of FX Rates.

6. **Additional Provisions**

(a) *Correction of published or announced prices or levels*

Unless Correction Provisions are specified as applicable in respect of an FX Rate in the applicable Issue Terms, the provisions of Valuation and Settlement Condition 2(i) (*Realisation Disruption Event*) do not apply in respect of an FX Rate.

(b) *Scheduled Trading Day*

The provisions of Valuation and Settlement Condition 2(c) (*Adjustments to Valuation Dates (Scheduled Trading Days)*) do not apply in respect of an FX Rate.

If a Specified Valuation Date is not a Scheduled Trading Day for an FX Rate then the Valuation Date shall be the Scheduled Trading Day falling first preceding such Specified Valuation Date EXCEPT, in the event of the occurrence of an Unscheduled Holiday on such Specified Valuation Date, in which case the Valuation Date shall be the Scheduled Trading Day immediately succeeding such Scheduled Trading Day, subject as follows and as provided in FX Rate Condition 6(d) (*Cut-off Valuation Date for cumulative events*) below.

If a Specified Valuation Date is postponed due to the occurrence of an Unscheduled Holiday on a Scheduled Trading Day as provided above and the Valuation Date has not occurred on or before the day falling the Maximum Days of Postponement after the Specified Valuation Date (any such period being a Deferral Period), then the next day after the Deferral Period that would have been a Scheduled Trading Day but for the occurrence of an Unscheduled Holiday, shall be deemed to be the Valuation Date, unless such day is a Disrupted Day for the FX Rate, in which case the provisions of FX Rate Condition 6(c) (*Disrupted Day*) below will apply.

Where "Move In Block" is specified in the applicable Issue Terms in relation to adjustments to Scheduled Trading Days, then the adjustment provisions above prevail and consequently all references to "for all of the Underlyings" and "for any of the Underlyings" in Valuation and Settlement Condition 2(c)(ii) (*Adjustments to Valuation Dates (Scheduled Trading Days)*) shall be construed not to include any Underlying that is an FX Rate.

(c) *Disrupted Day*

The provisions of Valuation and Settlement Condition 2(d) (*Adjustments to Valuation Dates (Disrupted Days and Underlying Closing Levels)*) and Valuation and Settlement Condition 2(e) (*Adjustments to Valuation Dates (Calculation Agent's determination of Underlying Closing Levels)*) do not apply in respect of an FX Rate.

If any Specified Valuation Date(s) (if applicable, adjusted in accordance with the provisions of FX Rate Condition 6(b) (*Scheduled Trading Day*) above) is a Disrupted Day for an FX Rate, then, in order to determine the Underlying Closing Level of such FX Rate for such Valuation Date, the Underlying Closing Level shall be determined in accordance with the first applicable Disruption Fallback (applied in accordance with its terms) which provides the Underlying Closing Level of such FX Rate for such Valuation Date.

Where the applicable Disruption Fallback is a Disruption Fallback other than Valuation Postponement, the relevant Specified Valuation Date shall not be adjusted in relation to such FX Rate, the Disruption Fallback provisions set out below shall apply thereto and the provisions of Valuation and Settlement Condition 2(d) (*Adjustments to Valuation Dates (Disrupted Days and Underlying Closing Levels)*) shall only apply in relation to Underlying(s) other than such FX Rate (if any). For the avoidance of doubt, where "Move In Block" is specified in the applicable Issue Terms in relation to adjustments to Disrupted Days, then the

adjustment provisions above prevail and consequently all references to "for all of the Underlyings" in Valuation and Settlement Condition 2(d)(ii) (*Adjustments to Valuation Dates (Disrupted Days and Underlying Closing Levels)*) shall be construed not to include any Underlying that is an FX Rate.

If an Underlying Closing Level of an FX Rate is to be determined on a day which is a Disrupted Day or is not a Scheduled Trading Day for such FX Rate, then the next applicable Disruption Fallback will apply.

(d) *Cut-off Valuation Date for cumulative events*

Notwithstanding the cut-off provisions set out in the definition of Valuation Postponement and in FX Rate Condition 6(c) (*Disrupted Day*) above, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed the Maximum Days of Postponement in the aggregate.

Accordingly, (x) if upon the lapse of the Maximum Days of Postponement in the aggregate, an Unscheduled Holiday shall have occurred or be continuing on the day following the Maximum Days of Postponement, then such day shall be deemed to be the Valuation Date and (y) if, upon the lapse of the Maximum Days of Postponement in the aggregate, a Price Source Disruption shall have occurred or be continuing on the day following the Maximum Days of Postponement, such date shall be deemed to be the Valuation Date and the relevant FX Rate shall be determined in accordance with the next Disruption Fallback.

The Cut-off Valuation Date provisions set out in Valuation and Settlement Condition 2 (*Underlying Valuation Provisions*) do not apply to an Underlying that is an FX Rate and, accordingly, pursuant to the above provisions, a scheduled date for payment of any amount in respect of the Notes will be deferred, if later, until the Number of Settlement Business Days (or such other number of days (the "**Number of Postponement Days**") specified in the applicable Issue Terms) following the relevant Valuation Date and such Cut-off Valuation Date provisions shall only apply to any Underlying other than an FX Rate (save as otherwise provided in the relevant Underlying Schedule applicable to any such Underlying).

(e) *Settlement Disruption*

Where Settlement Disruption is specified as applicable in the applicable Issue Terms and if, in the opinion of the Calculation Agent, payment of any amount due in respect of the Notes cannot be made by the Issuer in the Specified Currency on any date on which payment is scheduled to be made under the Notes (a "**Relevant Scheduled Payment Date**") due to:

- (i) the imposition of laws or regulations by any Governmental Authority of the country for which the Specified Currency is the lawful currency (the "**Specified Currency Jurisdiction**") which (a) require non-residents of the Specified Currency Jurisdiction to obtain permission from such central banking authority or other authority to obtain the Specified Currency, or (b) otherwise restrict a non-resident's ability to obtain the Specified Currency, or (c) otherwise regulate the purchase or holding of the Specified Currency by non-residents of the Specified Currency Jurisdiction such that costs are imposed in obtaining the Specified Currency which would not be imposed in the absence of such regulations, or (d) has the direct or indirect effect of hindering, limiting or restricting the transfer of the Specified Currency between non-residents of the Specified Currency Jurisdiction or (e) materially restricts non-residents from transferring the Specified Currency from the Specified Currency Jurisdiction to the country of incorporation of such non-resident; or
- (ii) any Relevant Clearing System suspending or ceasing to accept the Specified Currency as a settlement currency; or
- (iii) the Specified Currency's replacement or disuse or the Specified Currency, or any Successor Currency, no longer being used by the government of the Specified

Currency Jurisdiction or for the settlement of transactions by public institutions within the international banking community; or

- (iv) the illiquidity of the Specified Currency in the relevant market; or
- (v) any other circumstances beyond the control of the Issuer (including but not limited to a natural or man-made disaster, armed conflict, act of terrorism, riot or labour disruption),

(each a "**Currency Settlement Disruption Event**") 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 (USD) (such payment converted into USD by reference to such currency exchange rate displayed on such price source or otherwise as the Calculation Agent shall determine) on, or as soon as reasonably practicable (in the opinion of the Calculation Agent) after, the Relevant Scheduled Payment Date. Any such delayed payment or payment in USD will not constitute a default and Holders shall not be entitled to further interest or any other payment in respect of any such delay."

- 4. The fourth paragraph of the Valuation and Settlement Schedule beginning "These Valuation and Settlement Conditions..." shall be amended
 - (i) by the insertion of the following as new sub-paragraphs (l) and (m) after the current sub-paragraph (k) on page 355 of the Base Prospectus and the succeeding sub-paragraphs shall be renumbered accordingly:
 - "(l) in respect of Reserve Coupon Notes (as defined below), the provisions set out in Valuation and Settlement Condition 12 (the "**Reserve Coupon Note Provisions**");
 - (m) in respect of FX Performance Notes (as defined below), the provisions set out in Valuation and Settlement Condition 12 (and, where the relevant FX Performance Rate is specified in the applicable Issue Terms to be an Underlying, together with the FX Rate Conditions, the "**FX Performance Note Provisions**");"; and
 - (ii) by the insertion of the following as a new sub-paragraph (p) at the end thereof:
 - "(p) in respect of Dual Currency Notes (as defined below), the provisions set out in Valuation and Settlement Condition 15 (and, together with the FX Rate Conditions, the "**Dual Currency Note Provisions**)".
- 5. The definition of "Interest Amount" in Valuation and Settlement Condition 1 (*Interest Provisions*) is amended by the deletion of the number "11" in the third line of subparagraph (a) thereof and the substitution of the number "13" therefor.

Substitute or Successor Rates

- 6. Valuation and Settlement Condition 1 (*Interest Provisions*) on page 356 of the Base Prospectus is amended as follows:
 - (i) by inserting a subheading "(a) *Definitions*" after the title thereof; and
 - (ii) by the insertion of the following new sub-paragraph as sub-paragraph (b) at the end thereof:
 - "(b) *Substitute or Successor Rates*

Notwithstanding anything to the contrary in the Conditions, if, on or prior to the date on which any Interest Rate or Reference Rate is to be determined in respect of the Notes, the Calculation Agent determines that one or more rates comprising such Interest Rate or Reference Rate, as the case may be, (including, for the avoidance of doubt, any Underlying) (each a "**Disrupted Rate**") has been discontinued or is permanently no longer being published, the Calculation Agent will determine the relevant Interest Rate or Reference Rate, as applicable, by reference to (a) a

substitute or successor rate that it has determined is the industry-accepted substitute or successor rate for the relevant Disrupted Rate or (b) if it determines there is no such industry-accepted substitute or successor rate, a substitute or successor rate that it determines is most comparable to the Disrupted Rate (in either case, the "**Successor Rate**").

Upon selection of a Successor Rate, the Calculation Agent may make such adjustments to the Conditions of the Notes as it determines necessary or appropriate to reflect any industry-accepted practices for the Successor Rate and the effective date of any such adjustment. For the avoidance of doubt, any such adjustments may include adjustments to any Day Count Fraction, any Business Day Convention, the definition of Business Day, any Interest Determination Date and any other relevant methodology or definition for calculating the relevant Interest Rate or Reference Rate, as applicable, and may also include the application of any adjustment factor it determines is needed to make the Successor Rate comparable to the relevant Disrupted Rate. Notice of the selection of any Successor Rate and any related adjustments to the Conditions shall be notified to the Issuer, the Fiscal Agent and any stock exchange on which the Notes are for the time being listed and notice thereof shall also be published in accordance with Condition 13 (*Notices*).

Any determination made by the Calculation Agent in accordance with this Valuation and Settlement Condition 1(b) shall be made in its sole and absolute discretion, after consulting any source it deems to be reasonable."

Volatility Bond Notes:

7. Valuation and Settlement Condition 9(b) (*Volatility Bond Notes – Shout Option*) in Section F (*Terms and Conditions of the Notes*) on page 394 of the Base Prospectus is amended by the deletion of the references to "Volatility Bond Rate 2" on lines 8, 10 and 14 of the first paragraph thereof and the substitution of the words "Volatility Bond Rate 1" therefor.
8. Valuation and Settlement Condition 9(c) (*Volatility Bond Notes – Definitions*) in Section F (*Terms and Conditions of the Notes*) on page 395 of the Base Prospectus is amended as follows:
 - (i) the definition of "Shout Period" is deleted and replaced by the following definition:

"**Shout Period**" means, in respect of an Interest Period and Volatility Bond Rate 1 in respect of such Interest Period, the period from (but excluding) the last occurring Interest Determination Date in respect of the Reference Rate(s) comprising Volatility Bond Rate 2 to (but excluding) the first occurring Interest Determination Date in respect of the Reference Rate(s) comprising Volatility Bond Rate 1.";
 - (ii) the definition of "Volatility Bond Rate 1" is amended by the insertion of the words "and subject as provided in paragraph (b) above" after the words "in respect of an Interest Period" on the first line thereof; and
 - (iii) the definition of "Volatility Bond Rate 2" is amended by the deletion of the words "and subject as provided in paragraph (b) above" on the first and second lines thereof.

Reserve Coupon Notes and FX Performance Notes:

9. The following shall be inserted as a new Valuation and Settlement Condition 12 (*Reserve Coupon Notes*) and a new Valuation and Settlement Condition 13 (*FX Performance Notes*) after Valuation and Settlement Condition 11 (*Previous Coupon Linked Notes*) on page 399 of the Base Prospectus and the succeeding Valuation and Settlement Conditions (and any related cross-references) shall be deemed renumbered accordingly:

"12. **Reserve Coupon Notes**

 - (a) *Interest Rate for Reserve Coupon Notes*

Where the applicable Issue Terms specify the "Reserve Coupon Note Provisions" to be applicable to the Notes ("**Reserve Coupon Notes**") and notwithstanding anything to the contrary in the Valuation and Settlement Conditions, the Interest Rate (the "**Adjusted Interest Rate**") in respect of each Interest Period and/or Interest Payment Date (n) to which the Reserve Coupon Note Provisions apply (as specified in the applicable Issue Terms) will be determined by the Calculation Agent by reference to the following formula:

- (i) in respect of each Interest Period and/or Interest Payment Date (n), other than the final Interest Period and/or Interest Payment Date (n) to which the Reserve Coupon Note Provisions apply (the "**Final Interest Period/Date**");

$$\text{Min} ([ACR_n + TRC_n]; RCR_n)$$

- (ii) in respect of the Final Interest Period/Date:

$$ACR_n + TRC_n$$

and the provisions of the Valuation and Settlement Conditions relating to the Actual Coupon Rate shall be subject to the provisions hereof.

Unless otherwise expressly provided in the applicable Pricing Supplement, any interest basis, other than Fixed Rate Notes, Inflation Rate Notes, DIR Inflation Linked Notes and FX Performance Notes, may be specified to be Reserve Coupon Notes.

(b) *Definitions*

The following terms and shall have the respective meanings set out below (and terms not defined in this Valuation and Settlement Condition 12 shall have the meanings given to such terms in Valuation and Settlement Condition 3.8 (*Definitions*)):

"**ACR_n**" or "**Actual Coupon Rate**" means, in respect of an Interest Period and/or Interest Payment Date (n) to which the Reserve Coupon Note Provisions apply (as specified in the applicable Issue Terms), the Interest Rate otherwise determined for such Interest Period and/or Interest Payment Date (n) in accordance with the Valuation and Settlement Conditions prior to the application of the Reserve Coupon Note Provisions set out in this Valuation and Settlement Condition 12.

"**RCR_n**" or "**Reserve Coupon Rate (n)**" means, in respect of an Interest Period and/or Interest Payment Date (n), the rate of interest specified in the applicable Issue Terms.

"**TRC_n**" or "**Total Reserve Coupon**" means, in respect of an Interest Period and/or Interest Payment Date (n) (the "**Current Interest Period/Date**"), a rate determined by the Calculation Agent by reference to the following formula:

$$TRC_{n-1} - \text{Max}[(AIR_n - ACR_n); 0] + \text{Max}[(ACR_n - RCR_n); 0]$$

Provided That, "TRC" for the first Interest Period and/or Interest Payment Date (n) to which the Reserve Coupon Note Provisions apply shall be zero.

Where:

"**ACR_n**" means, in respect of the Current Interest Period/Date, the Actual Coupon Rate for such Current Interest Period/Date.

"**AIR_n**" means, in respect of the Current Interest Period/Date, the Adjusted Interest Rate for such Current Interest Period/Date.

"**TRC_{n-1}**" means, in respect of the Current Interest Period/Date, the Total Reserve Coupon for the Interest Period and/or Interest Payment Date (n) immediately preceding the Current Interest Period/Date.

(c) *Determination of the Interest Amount*

Subject as provided in this Valuation and Settlement Condition 12, the Interest Amount shall be determined as provided in the Valuation and Settlement Condition relating to the Actual Coupon Rate.

13. **FX Performance Notes**

(a) *Interest Rate for FX Performance Notes*

Where the applicable Issue Terms specify the "FX Performance Note Provisions" to be applicable to the Notes ("**FX Performance Notes**") and notwithstanding anything to the contrary in the Valuation and Settlement Conditions, the Interest Rate (the "**FX Adjusted Interest Rate**") in respect of each Interest Period and/or Interest Payment Date (*n*) to which the FX Performance Provisions apply (as specified in the applicable Issue Terms) will be determined by the Calculation Agent by reference to the following formula:

$$\text{ACR} \times \text{FX Performance}$$

and the provisions of the Valuation and Settlement Conditions relating to the Actual Coupon Rate shall be subject to the provisions hereof.

For the avoidance of doubt the provisions of Valuation and Settlement Condition 3.3(a) (*Maximum/Minimum Interest Rates*) shall be applied to the relevant Interest Rate only after such rate is determined in accordance with the provisions of this Valuation and Settlement Condition 13 and not to the Actual Coupon Rate.

Unless otherwise expressly provided in the applicable Pricing Supplement, any interest basis, other than Fixed Rate Notes, Inflation Rate Notes, DIR Inflation Linked Notes and Reserve Coupon Notes, may be specified to be FX Performance Notes.

(b) *Definitions*

The following terms and shall have the respective meanings set out below (and terms not defined in this Valuation and Settlement Condition 13 shall have the meanings given to such terms in Valuation and Settlement Condition 3.8 (*Definitions*)):

"**ACR**" or "**Actual Coupon Rate**" means, in respect of an Interest Period and/or Interest Payment Date to which the Reserve Coupon Note Provisions apply (as specified in the applicable Issue Terms), the Interest Rate otherwise determined for such Interest Period and/or Interest Payment Date in accordance with the Valuation and Settlement Conditions prior to the application of the FX Performance Provisions set out in this Valuation and Settlement Condition 13.

"**FX Performance**" means, in respect of an Interest Period and/or Interest Payment Date and the related FX Performance Valuation Date(s):

$$\frac{\text{FX Performance 1}}{\text{FX Performance 2}}$$

and multiplied by the FX Performance Participation Rate (if any is specified in the applicable Issue Terms).

"**FX Performance 1**" means, in respect of an Interest Period and/or Interest Payment Date, either (i) the FX Performance Rate specified as such for such Interest Period and/or Interest Payment Date in the applicable Issue Terms or (ii) the FX Performance Rate in respect of FX Performance Valuation Date 1 for such Interest Period and/or Interest Payment Date.

"**FX Performance 2**" means, in respect of an Interest Period and/or Interest Payment Date, either (i) the FX Performance Rate specified as such for such Interest Period and/or Interest Payment Date in the applicable Issue Terms or (ii) the FX Performance Rate in respect of FX Performance Valuation Date 2 for such Interest Period and/or Interest Payment Date.

"FX Performance Rate" means, in respect of an Interest Period and/or Interest Payment Date and a relevant FX Performance Valuation Date, either the rate specified as such for such Interest Period and/or Interest Payment Date or, if no rate is so specified:

- (i) where an Underlying that is an FX Rate is designated to be the relevant FX Performance Rate in the applicable Issue Terms, the Underlying Closing Level of such Underlying for the relevant FX Performance Valuation Date; or
- (ii) where no Underlying is designated to be the relevant FX Performance Rate in the applicable Issue Terms, the average of the FX Perf A Currency/FX Perf B Currency exchange rates quoted on the FX Perf Designated Page (or such other page or service that may replace the FX Perf Designated Page for the purpose of displaying the mid FX Perf A Currency/FX Perf B Currency exchange rate or any other page or service as the Calculation Agent may select for this purpose which displays such exchange rate) at the FX Perf Designated Time (in each case, as specified in the applicable Issue Terms) on the relevant FX Performance Valuation Date PROVIDED THAT if such rate cannot be determined as specified in this sub-paragraph (ii) it shall be determined by the Calculation Agent at such time(s) and by reference to such source(s) as it deems appropriate.

"Specified FX Performance Valuation Date" means, in respect of an Interest Period and/or Interest Payment Date, any FX Performance Valuation Date 1 and FX Performance Valuation Date 2 specified for such Interest Period and/or Interest Payment Date in the applicable Issue Terms. Each such date shall be deemed to be a Specified Valuation Date and shall be adjusted as provided in these Valuation and Settlement Conditions and the applicable Issue Terms, and each such date, as so adjusted, an **"FX Performance Valuation Date"**.

"FX Performance Valuation Date 1" means, in respect of an Interest Period and/or Interest Payment Date, the date specified as such in the applicable Issue Terms.

"FX Performance Valuation Date 2" means, in respect of an Interest Period and/or Interest Payment Date, the date specified as such in the applicable Issue Terms.

(c) *Determination of the Interest Amount*

Subject as provided in this Valuation and Settlement Condition 13, the Interest Amount shall be determined as provided in the Valuation and Settlement Condition relating to the Actual Coupon Rate."

Dual Currency Notes:

10. The following shall be inserted as a new Valuation and Settlement Condition 15 (*Dual Currency Notes*) after Valuation and Settlement Condition 14 (*Automatic Change of Interest Basis*) on page 400 of the Rates Base Prospectus:

"15. **Dual Currency Notes**

Where the applicable Issue Terms specify that the Notes are Dual Currency Note Provisions apply ("**Dual Currency Notes**"), then in order to determine amounts payable in respect of the Notes, the Calculation Agent shall, in respect of any payments in respect of the Notes, convert the relevant payment amount (as otherwise determined in accordance with the provisions of the General Conditions, this Valuation and Settlement Schedule and/or the applicable Issue Terms) from the Denomination Currency into the Relevant Currency by dividing such amount by the Dual Currency Exchange Rate for the DC Valuation Date relating to the date on which such payment is to be made. The provisions of the General Conditions and this Valuation and Settlement Schedule shall be subject to this Valuation and Settlement Condition 15 and shall be construed accordingly.

Where:

"Denomination Currency" means the currency of the Specified Denomination and the Calculation Amount, as specified in the applicable Issue Terms.

"Dual Currency Exchange Rate" means any Underlying which is an FX Rate and as is designated as the Dual Currency Exchange Rate for the relevant payment in the applicable Issue Terms.

"Relevant Currency" means the currency in respect of payments, as specified in the applicable Issue Terms.

"Specified DC Valuation Date" means, in respect of a scheduled Interest Payment Date and/or Optional Redemption Date and the Maturity Date (each a **"Relevant Date"**), the date specified as such for such Interest Period and/or Interest Payment Date in the applicable Issue Terms. Each such date shall be deemed to be a Specified Valuation Date and shall be adjusted as provided in these Valuation and Settlement Conditions and the applicable Issue Terms, and each such date, as so adjusted, a **"DC Valuation Date"**.

SCHEDULE 5

AMENDMENTS TO THE PRO FORMA FINAL TERMS

The Pro Forma Final Terms set out in Section F.3 on pages 401 to 469 of the Rates Base Prospectus is amended as follows:

PRO FORMA FINAL TERMS

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – 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 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 ("**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC (the "**Insurance Mediation 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 Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (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.]¹⁴³

[The Base Prospectus expires on 15 December 2018 and the Issuer [and the Guarantor] intend[s] that the Base Prospectus will be updated immediately thereafter. The updated base prospectus will be available as indicated below.]¹⁴⁴

Final Terms dated [●]

[Citigroup Inc./Citigroup Global Markets Holdings Inc./Citigroup Global Markets Funding Luxembourg S.C.A.]¹⁴⁵

Issue of [*Aggregate Principal Amount of Tranche/(aggregate number of Units of Tranche) Units of (specify principal amount of each Unit)*] [*Title of Notes*]

[Guaranteed by Citigroup Inc.]¹⁴⁶

[Guaranteed by Citigroup Global Markets Limited]¹⁴⁷

Under the Citi U.S.\$30,000,000,000 Global Medium Term Note Programme

[The Notes are intended to qualify as eligible debt securities for purposes of the Federal Reserve's total loss-absorbing capacity ("TLAC") rule. As a result, in the event of a Citigroup Inc. bankruptcy, Citigroup Inc.'s losses and any losses incurred by its subsidiaries would be imposed first on Citigroup Inc.'s shareholders and then on its unsecured creditors, including the holders of the Notes. Further, in a bankruptcy proceeding of Citigroup Inc., any value realised by holders of the Notes may not be sufficient to repay the amounts owed on the Notes. For more information about the consequences of TLAC on the notes, you should refer to the risk factor entitled "*Citi Resolution Plan (CSA, etc.) in relation to Notes issued by Citigroup Inc.*" in the Citigroup Inc. Rates Base Prospectus.]

[The Notes do not constitute a participation in a collective investment scheme in the meaning of the Federal Act on Collective Investment Schemes and are not licensed by the Swiss Financial Market Supervisory Authority (FINMA) thereunder. Accordingly, neither the Notes nor holders of the Notes benefit from protection under the Federal Act on Collective Investment Schemes or supervision by the Swiss Financial Market Supervisory Authority FINMA and investors are exposed to the credit risk of the Issuer [and the CGMHI Guarantor]¹⁴⁶ [and the CGMFL Guarantor]^{147, 148}.]

¹⁴³ Legend to be included on front of the Final Terms (i) for offers concluded on or after 1 January 2018 if the Notes potentially constitute "packaged" products or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable" (ii) for offers concluded before 1 January 2018 at the option of the parties.

¹⁴⁴ Include in respect of a Tranche of Notes for which the offer spans an update of the Base Prospectus.

¹⁴⁵ Delete as applicable.

¹⁴⁶ Delete if Issuer is Citigroup Inc. or CGMFL.

¹⁴⁷ Delete if Issuer is Citigroup Inc. or CGMHI.

¹⁴⁸ Include this legend where the Notes are offered in Switzerland.

[Any person making or intending to make an offer of the Notes in any Member State of the EEA which has implemented the Prospectus Directive may only do so]:

- (a) in those Public Offer Jurisdictions mentioned in item 8 of PART B below, provided such person is one of the persons mentioned in item 8 of PART B below and that such offer is made during the Offer Period specified for such purpose therein; or
- (b) or otherwise]¹⁴⁹ in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

None of the Issuer [, the CGMHI Guarantor]¹⁴⁶[, the CGMFL Guarantor]¹⁴⁷ and any Dealer has authorised, nor do any of them authorise, the making of any offer of Notes in any other circumstances.]⁴

For the purpose of the Base Prospectus (as defined below), "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measures in a relevant Member State of the EEA.

The Notes [and the CGMHI Deed of Guarantee]¹⁴⁶ [and the CGMFL Deed of Guarantee]¹⁴⁷ have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or any state securities law. [The Notes [and the CGMHI Deed of Guarantee]² [and the CGMFL Deed of Guarantee]¹⁴⁷ are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act ("**Regulation S**") and may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person (as defined in Regulation S). Each purchaser of the Notes or any beneficial interest therein will be deemed to have represented and agreed that it is outside the United States and is not a U.S. person and will not sell, pledge or otherwise transfer the Notes or any beneficial interest therein at any time within the United States or to, or for the account or benefit of, a U.S. person, other than the Issuer or any affiliate thereof.]¹⁵⁰ [The Notes are being offered and sold solely to "qualified institutional buyers" ("**QIBs**") in reliance on the exemption from registration under the Securities Act provided by Rule 144A thereunder ("**Rule 144A**"). Each purchaser of the Notes or any beneficial interest therein will be deemed to have represented and agreed that it and each account for which it is purchasing (or holding) Notes is a QIB and that it will not sell, pledge or otherwise transfer the Notes or any beneficial interest therein at any time to any person other than (a) the Issuer or any affiliate thereof or (b) a person it reasonably believes to be a QIB purchasing the Notes for its own account or for the account of one or more QIBs in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of any State of the United States and any other jurisdiction.]¹⁵¹ The Notes [and the CGMHI Deed of Guarantee]¹⁴⁶ [and the CGMFL Deed of Guarantee]¹⁴⁷ 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 United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended. For a description of certain restrictions on offers and sales of Notes, see "*General Information relating to the Programme and the Notes - Subscription and Sale and Transfer and Selling Restrictions*" in the Base Prospectus.

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 plan subject to any laws, rules or regulations substantially similar to Title I of ERISA or Section 4975 of the Code.

PART A – CONTRACTUAL TERMS

The Notes are [English/New York] Law Notes[that are also [Swedish Notes [(and therefore the Issuer shall have the right to obtain extracts from the register of creditors (*Sw.skuldbok*) from Euroclear Sweden)]] [and] [Finnish Notes [(and therefore the Issuer shall, subject to regulations of Euroclear Finland and applicable laws, be entitled to acquire from Euroclear Finland a list of the holders of Finnish Notes, PROVIDED THAT it is technically possible for Euroclear Finland to maintain such a list)].

¹⁴⁹ Consider including this legend where a non-exempt offer of Notes is anticipated.

¹⁵⁰ Include for Notes offered in reliance on Regulation S.

¹⁵¹ Include for Notes offered in reliance on Rule 144A.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the sections entitled "*Terms and Conditions of the Notes*"[, and] the Valuation and Settlement Schedule [and the Underlying Schedule[s] applicable to [the/each] Underlying] in the Base Prospectus [and the Supplement[s]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive.

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [as so supplemented]. Full information on the Issuer[, the CGMHI Guarantor]¹⁴⁶ [, the CGMFL Guarantor]¹⁴⁷ and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Base Prospectus [as so supplemented].

The Base Prospectus [and the Supplement[s]] [and the translation of the Summary into *insert language required by any relevant Public Offer Jurisdictions*] [is] [are] available for viewing at the offices of the Paying Agents and on the website of the Central Bank of Ireland (www.centralbank.ie). [In addition, this Final Terms is available [on the website of the Central Bank of Ireland (www.centralbank.ie)] [and] [on the website of Euronext Dublin (www.ise.ie)] [and] *insert method of publication required in any relevant Public Offer Jurisdiction(s) and/or any jurisdiction in which the notes are admitted to trading*.] (N.B. Consideration should be given as to how the Final Terms will be published in the event that the Notes are not listed on Euronext Dublin but are publicly offered).

[Use this paragraph if the Base Prospectus has not been supplemented: For the purposes hereof, "**Base Prospectus**" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Prospectus in relation to the Programme dated 15 December 2017.]

[Use this paragraph if the Base Prospectus has been supplemented: For the purposes hereof, "**Base Prospectus**" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Prospectus relating to the Programme dated 15 December 2017, as supplemented by a Supplement (No.[●]) dated [●] ([the] "**Supplement [No.[●]]**")[, a Supplement (No.[●]) dated [●] ([the] "**Supplement [No.[●]]**")] [and a Supplement (No.[●]) dated [●] ("**Supplement No.[●]**") and, together with Supplement No.[●] [and Supplement No. [●]], the "**Supplements**").]

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the sections entitled "*Terms and Conditions of the Notes*"[, and] the Valuation and Settlement Schedule [and the Underlying Schedule[s] applicable to [the/each] Underlying] in the Base Prospectus [as supplemented by the Supplement[s]].

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Current Base Prospectus [and the Supplement[s] thereto, which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Base Prospectus [as supplemented by the Supplement[s] thereto] and are incorporated by reference into the Current Base Prospectus. Full information on the Issuer[, the CGMHI Guarantor]¹⁴⁶ [, the CGMFL Guarantor]¹⁴⁷ and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Base Prospectus [and the Supplement[s] thereto] and the Current Base Prospectus [and the Supplement[s] thereto].

The Base Prospectus [and the Supplement[s] to the Base Prospectus] and the Current Base Prospectus [and the Supplement[s] to the Current Base Prospectus [and the translation of the Summary into *insert language required by any relevant Public Offer Jurisdictions*]] are available for viewing at the offices of the Paying Agents and on the website of the Central Bank of Ireland (www.centralbank.ie). [In addition, this [Final Terms is available [on the website of the Central Bank of Ireland (www.centralbank.ie)] [and] [●]] *insert method of publication required in any relevant Public Offer Jurisdiction(s)*.] (N.B. Consideration should be given as to how the Final Terms will be published in the event that the Notes are not listed on Euronext Dublin but are publicly offered).

[Use this paragraph if the Conditions have not been amended by way of a Supplement to the Base Prospectus: For the purposes hereof, "**Base Prospectus**" means the [Citigroup Inc./CGMFL] Rates Base Prospectus relating to the Programme dated [28 June 2013/22 July 2014/10 August 2015/21 December 2015/15 December 2016].]

[Use this paragraph if the Conditions have been amended by way of a Supplement to the Base Prospectus: For the purposes hereof, "**Base Prospectus**" means the [Citigroup Inc./CGMFL] Rates Base Prospectus relating to the Programme dated [28 June 2013/22 July 2014/10 August 2015/21 December 2015/15 December 2016], as supplemented by a Supplement (No. [●]) dated [●] ([the] "**Supplement [to the Base Prospectus] [No. [●]]**") [and a Supplement (No. [●]) dated [●] ("**Supplement No. [●]**" and, together with Supplement No. [●], the "**Supplements to the Base Prospectus**")].]

[Use this paragraph if the Current Base Prospectus has not been supplemented: For the purposes hereof, "**Current Base Prospectus**" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Prospectus relating to the Programme dated 15 December 2017.]

[Use this paragraph if the Current Base Prospectus has been supplemented: For the purposes hereof, "**Current Base Prospectus**" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Prospectus relating to the Programme dated 15 December 2017, as supplemented by a Supplement (No. [●]) dated [●] ([the] "**Supplement [to the Current Base Prospectus] [No. [●]]**") [and a Supplement (No. [●]) dated [●] ("**Supplement No. [●]**" and, together with Supplement No. [●], the "**Supplements to the Current Base Prospectus**")].]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub paragraphs. Italics denote guidance for completing the Final Terms]

[When completing any final terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

1. (i) Issuer: [Citigroup Inc./Citigroup Global Markets Holdings Inc./Citigroup Global Markets Funding Luxembourg S.C.A.]¹

(ii) Guarantor: [Citigroup Inc./Citigroup Global Markets Limited/Not Applicable]

(N.B. Only Notes issued by Citigroup Global Markets Holdings Inc. are guaranteed by Citigroup Inc.)

Only Notes issued by Citigroup Global Markets Funding Luxembourg S.C.A. are guaranteed by Citigroup Global Markets Limited.)

2. (i) Series Number: [●]

(ii) Tranche Number: [●]

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)

(iii) Date on which the Notes will be consolidated and form a single Series: [Not Applicable] [The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [●]/[the Issue Date]]

3. Specified Currency or Currencies: [*specify currency*]

[The Notes are Dual Currency Notes. Specified Currency means:

(a) in respect of the Specified Denomination and the Calculation Amount (the "**Denomination Currency**"): [●]

(b) in respect of payments (the "**Relevant**

Currency"): [●]

4. Aggregate Principal Amount:
- (i) Series: [●][Units (each Unit being [●] in principal amount of the Notes)]
 - (ii) Tranche: [●][Units (each Unit being [●] in principal amount of the Notes)]
- [The Notes are issued in Units. Accordingly, references herein to Units shall be deemed to be references to [●] in principal amount of the Notes and all references in the Conditions to payments being made in respect of a Calculation Amount shall be construed to such payments being made in respect of a Unit]
5. Issue Price: [●] per cent. of the Aggregate Principal Amount [plus accrued interest from [insert date]] (*insert for fungible issues, if applicable*) [converted into the Relevant Currency at the Initial FX Rate, being [specify in Relevant Currency] in respect of the Aggregate Principal Amount. **Initial FX Rate** means [●]]
6. (i) Specified Denominations: [●][Unit]
- (in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*
- (The minimum Specified Denomination/principal amount represented by a Unit is EUR 1,000)*
- (In respect of Swedish Notes and Finnish Notes, there shall be one denomination only.)*
- (ii) Calculation Amount: [●][Unit]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. N.B. There must be a common factor in the case of two or more Specified Denominations)*
7. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [specify/As set out in the table at paragraph 10 below/Issue Date/Not Applicable]
- (Where there is more than one interest basis then the Interest Commencement Date for each interest basis should be specified by inserting the Interest Basis Table at paragraph 10, the form of which is in Drafting Notes Schedule 1)*
8. Maturity Date: [specify date][, subject to adjustment in accordance with the [Modified][Preceding][Following] Business Day Convention] [Interest Payment Date falling in or nearest to [●]]

9. Type of Notes: [Fixed Rate Notes/Floating Rate Notes/Inflation Rate Notes/DIR Inflation Linked Notes/CMS Interest Linked Notes/Inverse Floating Rate Notes/Range Accrual Notes/Digital [Band] Notes/Spread Notes/Volatility Bond Notes/Previous Coupon Linked Notes/and Reserve Coupon Notes/and FX Performance Notes] [The Notes are Zero Coupon Notes and do not bear or pay any interest.] [The Notes are Credit Linked Interest Notes] [The Notes are [also] Dual Currency Notes] [As set out in the table at paragraph 10 below]

(The Notes may be one or more of the types described above and as further set out below)

10. Automatic Change of Interest Basis: [Applicable[: As set out in the table below (*specify the Interest Commencement Date, Interest Period End Date(s) and/or Interest Payment Date(s) and Type of Notes by inserting the Interest Basis Table, the form of which is in Drafting Notes Schedule 1*)]/[Describe changes] /Not Applicable]

11. Put/Call Options: [Issuer Call as specified in item 17(i) below]

[Investor Put as specified in item 17(ii) below]

[Not Applicable]

12. (i) Status of the Notes: Senior

(ii) Status of the CGMHI Deed of Guarantee: [Senior][Not Applicable]

(Specify "Not Applicable" for Notes issued by Citigroup Inc. or CGMFL)

(iii) Status of the CGMFL Deed of Guarantee: [Senior][Not Applicable]

(Specify "Not Applicable" for Notes issued by Citigroup Inc. or CGMHI)

PROVISIONS RELATING TO UNDERLYING LINKED NOTES

13. Provisions applicable to Underlying Linked Notes: [Applicable – the provisions in the Valuation and Settlement Schedule apply (subject as provided in any relevant Underlying Schedule)/the Credit Linked Interest Conditions apply (as set out in *Underlying Schedule 3 (Credit Linked Interest Conditions)*)] [Not Applicable] *(the following information may be tabulated if there is more than one Underlying) [If not applicable, delete the remaining sub-paragraphs of this paragraph]*

(i) Underlying: [specify]

(A) Description of Underlying(s): [specify each Underlying/Reference Entity (for Credit Linked Interest Notes)]

(B) Classification: [Inflation Index (*this applies for both Inflation Rate Notes and DIR Inflation Linked Notes*)]/[Rate (*this would normally only apply for Range Accrual Notes and can otherwise be deleted*)]/[Reference Entity (*this applies only for Credit Linked Interest Notes*)] [FX

- Rate (EMTA Provisions: [Applicable]/[Not Applicable]) *(this applies only for FX Performance Notes and Dual Currency Notes)* (specify for each Underlying/Reference Entity)
- (C) Electronic Page: [●] *(specify for each Underlying/Reference Entity)*
- (ii) Particulars in respect of each Underlying: *(Delete the sub-paragraphs which are not applicable)*
- [Inflation Index/Indices: *(specify for each Inflation Index)*
- (A) Fallback Bond: [Applicable: The definition set out in Inflation Index Condition 1 (*Definitions*) shall apply/[specify]] [Not Applicable]
- (B) Revision of level of Inflation Index: [Revision/No Revision]
- (NB: If neither "Revision" nor "No Revision" is specified, "No Revision" will be deemed to apply)*
- [Rate(s): *(Specify for each Rate, and the following information may be tabulated if there is more than one Rate)*
- (C) Valuation Time: [*specify*]
- (D) Scheduled Trading Day: [A Business Day][A day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in [●] *(specify each)*] [A day on which the TARGET2 System is open] [A U.S. Government Securities Business Day]
- (This would normally only apply for certain Range Accrual Notes and can otherwise be deleted)*
- [Reference Entity: *(specify for each Reference Entity)*
- Reference Obligation(s): [●] *(specify each)*
- I. The obligation[s] identified as follows:
- Primary Obligor: [●]
 - Guarantor: [●]
 - Maturity: [●]
 - Coupon: [●]
 - CUSIP/ISIN: [●]
- [FX Rate where EMTA Provisions are Not Applicable: *(Specify for each FX Rate and each Exchange Rate comprising such FX Rate)*
- (A) FX Rate: "cross-rate/formula": [Applicable/Not Applicable]
- [The FX Rate is [[the inverse of] [●]] / [the product of [●] and [●]] / [the quotient of [●] (as numerator) and [●] (as denominator)]] *(delete or combine as applicable)*

- (B) Exchange Rate:
- Base Currency:
 - Quote Currency:
 - Valuation Time:
- (C) [Event Currency /Currencies:] *[Specify if different to the FX Rate Conditions]*
- (NB: only required if "General Inconvertibility", "General Non-Transferability", "Material Change in Circumstances", "Nationalisation", "Specific Inconvertibility" or "Specific Non-Transferability" are specified as Currency Disruption Events below)*
- (D) Specified Financial Centres:
- (E) Dual Currency Note Provisions: [Not Applicable]
- [Applicable. The Dual Currency Exchange Rate is [specify FX Rate] and for which purpose the Specified DC Valuation Date(s) shall be [/[specify days] prior to (but excluding) each day on which payment is scheduled to be made under the Notes/as set out in the Dual Currency Note Table] (specify each DC Valuation Date, if different, by inserting a Dual Currency Note Table, the form of which is in Drafting Notes Schedule 1)]*
- (F) FX Performance Notes: [Not Applicable]
- [[FX Performance [1/2] shall be determined by reference to [specify FX Rate]] (repeat as necessary)]*
- [FX Rate where EMTA Provisions are Applicable:] *(Specify for each FX Rate and each Exchange Rate comprising such FX Rate)*
- (A) FX Rate Source:
- (B) Valuation Time: *(specify in respect of the Primary Rate and any fallback rates)*
- in respect of the Primary Rate
- in respect of the First Fallback Reference Price
- in respect of the Second Fallback Reference Price
- (C) Reference Currency:
- (D) Settlement Currency:
- (E) Reference Currency Business Centre(s):
- (F) Settlement Currency Business Centre(s):
- (G) Number of Settlement Business Days: [Settlement Currency Business Days]

- (H) Maximum Days of Postponement: [●] consecutive calendar days
- (I) Dual Currency Note Provisions: [Not Applicable]
- [Applicable. The Dual Currency Exchange Rate is [specify FX Rate] and for which purpose the Specified DC Valuation Date(s) shall be [[●]/[specify days] prior to (but excluding) each day on which payment is scheduled to be made under the Notes/as set out in the Dual Currency Note Table] (specify each DC Valuation Date, if different, by inserting a Dual Currency Note Table, the form of which is in Drafting Notes Schedule 1)
- [The Number of Postponement Days is [●]]
- (J) FX Performance Notes: [Not Applicable]
- [[FX Performance [1/2] shall be determined by reference to [specify FX Rate]] (repeat as necessary)
- [The Number of Postponement Days is [●]]
- (iii) Elections in respect of each type of Underlying: (Delete the sub-paragraphs which are not applicable) (the following information may be tabulated)
- [Inflation Index/Indices:
- (A) Reference Month(s): [In respect of a Valuation Date [(specify)]]
- (B) Manifest Error Cut-off Date: [2 Business Days prior to the [relevant] Payment Date/specify]
- (NB: If no Manifest Error Cut-off Date is specified, the cut-off date will be 2 Business Days prior to any relevant Payment Date)
- (C) Revision Cut-off Date: [2 Business Days prior to the [relevant] Payment Date/specify]
- (NB: If no Revision Cut-off Date is specified, the cut-off date will be 2 Business Days prior to any relevant Payment Date)
- [Rate/Rates:
- (A) ISDA Fallback Determination: [Applicable/Not Applicable]
- (if Not Applicable, the following provisions are Not Applicable)
- I. Floating Rate Option: [(specify)/Not Applicable]
- II. Designated Maturity: [(specify)/Not Applicable]
- (B) Correction Provisions: [Applicable/Not Applicable]
- [Reference Entity: [Applicable/Not Applicable]
- (if Not Applicable, the following provisions are Not Applicable)

- (A) Credit Events: [Applicable/Not Applicable]
(select all that are applicable from the following)
 [Bankruptcy]
 [Failure to Pay]
 [Grace Period Extension [Applicable/Not Applicable]]
 [If Applicable:
 Grace Period: [●]]
 [Governmental Intervention]
 [Obligation Default]
 [Obligation Acceleration]
 [Repudiation/Moratorium]
 [Restructuring]
 Provisions relating to Multiple Holder Obligation:
 Credit Linked Interest Condition 3(f) *(Provisions relating to Multiple Holder Obligation)*
 [Applicable/Not Applicable]
- (B) Succession Event Backstop Date: [Applicable/Not Applicable]
- (C) All Guarantees: [Applicable/Not Applicable]
- (D) [Transaction Type: Specify or Not Applicable *[If specified, delete the remaining sub-paragraphs of this paragraph]*
- (a) Calculation Agent City: [●]
- (b) [Default Requirement: [●]]
- (c) [Payment Requirement: [●]]
- (d) [Credit Event Backstop Date: [Applicable/Not Applicable]]
- (e) [Conditions Settlement: to Notice of Publicly Available Information
 [Applicable/Not Applicable]
 [If Applicable:
 Public Source(s): [●]]
 Specified Number: [●]]]
- (f) [Obligation(s):
 I. Obligation Category: [Payment]
 [Borrowed Money]
 [Reference Obligations Only]

- [Bond]
- [Loan]
- [Bond or Loan]
- (select one only)*
- II. Obligation Characteristics:
- [Not Subordinated]
- [Specified Currency:
- [●][Standard Specified Currencies]]
- [Not Sovereign Lender]
- [Not Domestic Currency:]
- [Domestic Currency means: [●]]
- [Not Domestic Law]
- [Listed]
- [Not Domestic Issuance]
- (select all of which apply)*
- III. Additional Obligation(s):
- [●][Reference Assets]]
- (g) [Excluded Obligation(s): [●]]
- [FX Rate where EMTA Provisions are Not Applicable:
- (A) Currency Disruption Event(s): [Dual Exchange Rate]
- [General Inconvertibility]
- [General Non-Transferability]
- [Governmental Authority Default]
- [Illiquidity]
- [Material Change in Circumstances]
- [Nationalisation]
- [Price Materiality – for which purpose:
- Primary Rate: [The FX Rate/[●]]
- Secondary Rate: [The First Fallback Reference Rate [and the Second Fallback Reference Rate]]/[●]]
- Price Materiality Percentage: [●] per cent.]
- [Specific Inconvertibility]
- [Specific Non-Transferability]
- (Specify the Currency Disruption Events which apply (if any) and the related definitions)*

- (B) Settlement Disruption: [Applicable/Not Applicable]]
- [FX Rate(s) where EMTA Provisions are Applicable:
- (A) Disruption Events: [Price Source Disruption]
- [Price Materiality. For which purpose:
 Primary Rate: [The FX Rate/[●]]
 Secondary Rate: [The First Fallback Reference Rate [and the Second Fallback Reference Rate]]/[●]]
 Price Materiality Percentage: [[●]] per cent.]
- (B) Disruption Fallbacks: The following Disruption Fallbacks apply in the following order:
- [First Fallback Reference Price. For the purposes of the related First Fallback Reference Rate:
- (i) First Fallback Reference Rate: [●]
 (ii) First Fallback Rate Source: [●]
 (iii) First Fallback Valuation Time: [●]
 (iv) First Fallback Electronic Page: [●]
- [Valuation Postponement]
- [Second Fallback Reference Price. For the purposes of the related Second Fallback Reference Rate:
- (i) Second Fallback Reference Rate: [●]
 (ii) Second Fallback Rate Source: [●]
 (iii) Second Fallback Valuation Time: [●]
 (iv) Second Fallback Electronic Page: [●]]
- [Calculation Agent Determination]]
- (Specify relevant fallbacks for each FX Rate and the order in which they apply)*
- (C) Correction Provisions: [Applicable/Not Applicable] *(Specify for each FX Rate where different)*
- (D) Settlement Disruption: [Applicable/Not Applicable]]
- (iv) Underlying Valuation Provisions: [Applicable [- See paragraph 15(ii) below]/Not Applicable]
- (If Not Applicable or the provisions are set out elsewhere, delete the remaining sub-paragraphs of this paragraph)*
- (A) Valuation Disruption (Scheduled Trading Days): [Move in Block/Value What You Can/Not Applicable] [The provisions of Valuation and Settlement Condition 2(c)(i) *(Adjustments to Valuation Dates (Scheduled Trading Days))*]

- [apply/do not apply.]
- (B) Valuation Disruption (Disrupted Days): [Move in Block/Value What You Can/Not Applicable] [The provisions of Valuation and Settlement Condition 2(d)(i) (*Adjustments to Valuation Dates (Disrupted Days and Underlying Closing Levels)*) apply]
- (C) Valuation Roll: [●]/[Eight] [Not Applicable]
- (v) Trade Date: [●]

PROVISIONS RELATING TO CREDIT LINKED INTEREST NOTES

14. Credit Linked Interest Notes Provisions: [Applicable – the Notes are Credit Linked Interest Notes and the provisions in *Underlying Schedule 3 (Credit Linked Interest Conditions)* apply][Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [For the avoidance of doubt, following the occurrence of a Credit Event Determination Date (as specified in *Underlying Schedule 3 (Credit Linked Interest Conditions)*), no interest will be payable on the Credit Linked Interest Notes for the period from and including the Interest Payment Date immediately preceding the Credit Event Determination Date to but excluding the Maturity Date]

PROVISIONS RELATING TO ANY INTEREST AMOUNT

15. Interest Provisions: [Applicable/Not Applicable – the Notes do not bear or pay interest]
- [Payment of interest is also subject to the "Provisions relating to Credit Linked Interest Notes" as specified in items 13 and 14 above]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) (A) Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- Interest Rate[s]: [[●] per cent. per annum/Fixed Interest Rate (*specify Fixed Interest Rate if Accrual is applicable*)]
- Specified Fixed Rate[s]: [[●] per cent. per annum] [As set out in the Rate Table] (*specify each Specified Fixed Rate if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*) [Not Applicable]
- Interest Amount[s]: [[●] per Calculation Amount] [As set out in the Interest Table] (*specify each Interest Amount if more than one by inserting an Interest Table, the form of which is in Drafting Notes Schedule 1*) [As specified in Valuation and Settlement Condition 3.1(b) (*Accrual applicable to Fixed Rate Notes*)] [, subject

as provided in Valuation and Settlement Condition 15
(Dual Currency Notes)]

Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on][●]] [As set out in the Interest Table] (specify each Broken Amount if more than one by inserting an Interest Table, the form of which is in Drafting Notes Schedule 1) [, subject as provided in Valuation and Settlement Condition 15 (Dual Currency Notes)] [Not Applicable]

Interest Payment Date(s) to which the Fixed Rate Note Provisions apply: [[●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [As set out in paragraph 15(iv)]

[As set out in the Interest Table]

(if more than one fixed interest amount and/or broken amount, specify Interest Payment Dates to which each fixed rate applies by inserting an Interest Table, the form of which is in Drafting Notes Schedule 1)

[EITHER:

I. Accrual: Not Applicable

[OR:

II. Accrual: Applicable

III. Range Accrual Note Provisions: [Applicable: see paragraph 15(iv)] [Not Applicable]

IV. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

[As set out in the Rate Table] (specify each Interest Period End Date by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)

V. Day Count Fraction: [30/360]
[Actual/Actual (ICMA)]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30E/360] [Eurobond Basis]
[30E/360 (ISDA)]
[1/1]

VI. Determination Dates: [[●] in each year (insert regular interest payment dates, ignoring issue date or maturity date in the case

of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)) [Not Applicable]

- VII. Margin(s) (for the Specified Fixed Rate): [Not Applicable/[+/-][●] per cent. per annum] [As set out in the Rate Table] (*specify each Margin if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- VIII. Interest Participation Rate (for the Specified Fixed Rate): [●]/[Not Applicable] [As set out in the Rate Table] (*specify each Interest Participation Rate if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- (B) Floating Rate Note Provisions: [Applicable [- subject as provided in paragraph 15(x)/15(xi)]/Not Applicable]
- (*If not applicable, delete the remaining subparagraphs of this paragraph*)
- I. Specified Period(s)/Specified Interest Payment Date(s) to which the Floating Rate Note Provisions apply: [[●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [*specify Business Day Convention*]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*)))] [As set out in paragraph 15(iv)]
- II. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [*specify Business Day Convention*]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- [As set out in the [Reference Rate/Floating Rate] Table] (*specify each Interest Period End Date by inserting a Reference Rate Table or Floating Rate Table (as applicable), the form of which is in Drafting Notes Schedule 1*)
- III. Manner in which the Floating Interest Rate(s) is/are to be determined: [Screen Rate Determination/ISDA Determination] applies
- IV. Party responsible for calculating the Interest Rate(s) and/or Interest Amount(s): [Calculation Agent]/[●]
- V. Range Accrual Note Provisions: [Applicable: see paragraph 15(iv)] [Not Applicable]
- VI. Screen Determination: Rate [Applicable/Not Applicable]
- (*If not applicable, delete the remaining subparagraphs of this paragraph*)
- Reference Rate: [*insert currency*] [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of

exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)]

[As set out in the Reference Rate Table] (*specify the Reference Rate (and other details of such Reference Rate) which applies to each Interest Period ending on an Interest Period End Date by inserting a Reference Rate Table, the form of which is in Drafting Notes Schedule 1*)

- Designated Maturity: [●] month[s] [(the Designated Maturity) (*include where Linear Interpolation is applicable*)] [As set out in the Reference Rate Table] [Not Applicable]
- Specified Time: [●][As set out in the Reference Rate Table] [As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [Not Applicable]
- Relevant Financial Centre: [●][As set out in the Reference Rate Table] [As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [Not Applicable]
- Interest Determination Date(s): [Daily/Periodic] Rate Determination is applicable:
[*(Specify e.g. any relevant Valuation Date(s))*][(*specify*)] day on which commercial banks are open for business (including dealing in foreign exchange and foreign currency deposits) in [*(specify)*] prior to the start of each Interest Period/First day of each Interest Period/[*(specify)*] day on which the TARGET2 System is open prior to the start of each Interest Period] [As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [As set out in the Reference Rate Table]
- Page: [●][As set out in the Reference Rate Table]
- Reference Banks: [●][As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [As set out in the Reference Rate Table]

VII. ISDA Determination: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- Floating Rate Option: [●][As set out in the Floating Rate Table]
(specify the Floating Rate Option (and other details of such Floating Rate Option) which applies to each Interest Period ending on an Interest Period End Date by inserting a Floating Rate Table, the form of which is in Drafting Notes Schedule 1)
- Designated Maturity: [●][As set out in the Floating Rate Table]
- Reset Date: [●][First day of the relevant Interest Period] [As set out in the Floating Rate Table]

VIII. Linear Interpolation: [Not Applicable/Applicable - the Interest Rate for the [long/short] [first/last] Interest Period shall be

- calculated using Linear Interpolation (*specify for each short or long interest period*)
- IX. Margin(s) (for the Screen Rate (if Screen Rate Determination applies) or the ISDA Rate (if ISDA Rate Determination applies)):
- X. Minimum Interest Rate (for Floating Interest Rate):
- XI. Maximum Interest Rate (for Floating Interest Rate):
- XII. Day Count Fraction:
- XIII. Interest Participation Rate (for the Screen Rate (if Screen Rate Determination applies) or the ISDA Rate (if ISDA Rate Determination applies)):
- (C) Inflation Rate Note Provisions:
- I. Interest Payment Date(s) to which the Inflation Rate Note Provisions apply:
- [Not Applicable/[+/-][●] per cent. per annum] (*specify each Margin if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- [●] [See paragraph 15(iv)] (*insert for Range Accrual Notes*) [Not Applicable]
- (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- [●] [See paragraph 15(iv)] (*insert for Range Accrual Notes*) [Not Applicable]
- (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- [Actual/Actual] / [Actual/Actual (ISDA)]
- [Actual/365 (Fixed)]
- [Actual/365 (Sterling)]
- [Actual/360]
- [30/360] / [360/360] / [Bond Basis]
- [30E/360] / [Eurobond Basis]
- [30E/360 (ISDA)]
- [●]/[Not Applicable] (*specify each Interest Participation Rate if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/Not Applicable]
- (*If not applicable, delete the remaining subparagraphs of this paragraph*)
- [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [*specify Business Day Convention*]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- [As set out in the Rate Table] (*specify each Interest Payment Date by inserting a Rate Table, the form of*

which is in Drafting Notes Schedule 1)

- II. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [Not Applicable]
- III. Interest Amount Inflation Index: (specify Underlying)
- IV. Margin(s): [Not Applicable/[+/-][●] per cent. per annum] (specify each Margin if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- V. UCL Relevant Months Prior: (specify) months
- VI. UCL 12 + Relevant Months Prior: (specify) months
- VII. DCF: [30/360]
[Actual/Actual] / [Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[1/1]
- VIII. Interest Participation Rate (IPR): [●] [Not Applicable] (specify each Interest Participation Rate if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- IX. Minimum Interest Amount: [[●] per Calculation Amount] [Not Applicable] (specify each Minimum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- X. Maximum Interest Amount: [[●] per Calculation Amount] [Not Applicable] (specify each Maximum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (D) DIR Inflation Linked Note Provisions: [Applicable[- subject as provided in paragraph 15(x)/15(xi)]]/ Not Applicable

(If not applicable, delete the remaining subparagraph of this paragraph)
- I. Interest Payment Date(s) to which the DIR Inflation [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted]

	Linked Note Provisions apply:		[(See General Condition 6(g) (<i>Business Day Convention</i>))] [As set out in the Rate Table] (<i>specify each Interest Payment Date by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1</i>)
II.	Interest Period End Date(s):		[Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [<i>specify Business Day Convention</i>]/not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>)))] [Not Applicable]
III.	DIR Index:		(<i>Specify Underlying</i>)
IV.	Base Index Figure:		[●]
V.	Margin:		[Not Applicable / [+1-] [●] per amount per annum] (<i>specify each Margin if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1</i>)
VI.	Index Month A:		[<i>Specify number of calendar months</i>] calendar months
VII.	Index Month B:		[<i>Specify number of calendar months</i>] calendar months
VIII.	DCF:		[30/360] [Actual/Actual] / [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 [●]] [Actual/360] [30E/360 (ISDA)] [1/1]
IX.	Interest Participation Rate (IPR):		[●] [Not Applicable] (<i>specify each Interest Participation Rate if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1</i>)
X.	Minimum Interest Amount:		[[●] per Calculation Amount] [Not Applicable] (<i>specify each Minimum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1</i>)
XI.	Maximum Interest Amount:		[[●] per Calculation Amount] [Not Applicable] (<i>specify each Maximum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1</i>)

- (E) CMS Interest Linked Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- I. Interest Payment Date(s) to which the CMS Interest Linked Note Provisions apply: [[●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [As set out in paragraph 15(iv)]
- II. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table below] (*specify each Interest Period End Date by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- III. Party responsible for calculating the Interest Rate(s) and/or Interest Amount(s): [Calculation Agent]/[●]
- IV. Range Accrual Note Provisions: [Applicable: see paragraph 15(iv)] [Not Applicable]
- V. CMS Interest Rate: [Single CMS Interest Rate/Worse of CMS Interest Rates/CMS Spread Interest Rate]
- ["**CMS Reference Rate 1**"] (*If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert "CMS Reference Rate 1"*)
- ["**CMS Reference Rate 2**"] (*If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert this column*)
- Relevant Swap Rate: [EUR/GBP/USD/Mid-Market] Swap Rate [[EUR/GBP/USD/Mid-Market] Swap Rate
 - Designated Maturity: [●] [month[s]/year[s]] [●] [month[s]/year[s]]
 - [Relevant Financial Centre:] [●] [●]
(Insert if Relevant Swap Rate is Mid-Market Swap Rate)
 - Relevant Time: [●] [●]
 - Reference Currency: [●] [●]
 - Interest Determination Date(s): [[Daily/Periodic] Rate Determination is applicable: [●]] [●] [[Daily/Periodic] Rate Determination is applicable: [●]] [●]

- Page: [●] [●]
 - Reference Banks: [●] [As specified in Valuation and Settlement Condition 3.2(b)(iv) (*CMS Reference Rate Fallback Provisions*)] [●] [As specified in Valuation and Settlement Condition 3.2(b)(iv) (*CMS Reference Rate Fallback Provisions*)]
 - Minimum Reference Rate (for CMS Reference Rate): [●] [Not Applicable] (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*) [●] [Not Applicable] (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
 - Maximum Reference Rate (for CMS Reference Rate): [●] [Not Applicable] (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*) [●] [Not Applicable] (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- VI. Linear Interpolation: [Not Applicable/Applicable - the Interest Rate for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- VII. Margin [1] (for CMS Reference Rate [1]): [Not Applicable/[+/-][●] per cent. per annum] (*specify each Margin [1] if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- (*If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph*)
- [Margin 2 (for CMS Reference Rate 2):] [Not Applicable/[+/-][●] per cent. per annum] (*specify each Margin 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- VIII. Minimum Interest Rate (for CMS Interest Rate): [●][See paragraph 15(iv)] (*insert for Range Accrual Notes*) [Not Applicable]
- (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- IX. Maximum Interest Rate (for CMS Interest Rate): [●][See paragraph 15(iv)] (*insert for Range Accrual Notes*) [Not Applicable]
- (*Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- X. Day Count Fraction: [Actual/Actual] / [Actual/Actual (ISDA)]

- [Actual/365 (Fixed)]
- [Actual/365 (Sterling)]
- [Actual/360]
- [30/360] / [360/360] / [Bond Basis]
- [30E/360] / [Eurobond Basis]
- [30E/360 (ISDA)]
- XI. Interest Participation Rate [1] (for CMS Reference Rate [1]): [●]/[Not Applicable]
- (specify each Interest Participation Rate [1] if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*
- (If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph XII)*
- XII. Interest Participation Rate 2 (for CMS Reference Rate 2): [●]/[Not Applicable]
- (specify each Interest Participation Rate 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*
- (ii) Interest Underlying Valuation Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (A) Valuation Disruption (Scheduled Trading Days): [Move in Block/Value What You Can/Not Applicable][The provisions of Valuation and Settlement Condition 2(c)[(i)] (*Adjustments to Valuation Dates (Scheduled Trading Days)*) [applies/do not apply]
- [Modified Following Scheduled Trading Day/Preceding Scheduled Trading Day] (*specify for a Rate only and where the provisions of Valuation and Settlement Condition 2(c) do not apply to that Rate*)
- (B) Valuation Disruption (Disrupted Days): [Move in Block/Value What You Can/Not Applicable] [Valuation and Settlement Condition 2(d)[(i)] (*Adjustments to Valuation Dates (Disrupted Days and Underlying Closing Levels)*) applies]
- (C) Valuation Roll: [●]/[eight] [Not Applicable]
- (If no Valuation Roll is stated, Specified Maximum Days of Disruption will be equal to eight) (This would normally only apply for certain Range Accrual Notes and can otherwise be deleted)*
- (In the case of Range Accrual Notes, the provisions of Valuation and Settlement Condition 2 will apply instead of this paragraph (ii))*
- (iii) Inverse Floating Rate Note Provisions: [Applicable] - subject as provided in paragraph

[15(x)/15(xi)]/ Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(A) Interest Period(s) and/or Interest Payment Date(s) to which the Inverse Floating Rate Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

(B) Inverse Fixed Rate: [●] *(If there is more than one Inverse Fixed Rate for different Interest Periods, this information may be set out in a "Rate Table")*

(C) Inverse Reference Rate: [●] *(If there is more than one Inverse Reference Rate for different Interest Periods, this information may be set out in a "Rate Table")*

(Include details of whether the Inverse Reference Rate is (A) one Reference Rate (a "Specified Rate") or (B) one Reference Rate (a "Specified Rate 1") minus another Reference Rate (a "Specified Rate 2", and together with Specified Rate 1, each a "Specified Rate"). Also include details in relation to the Inverse Reference Rate and each Specified Rate whether it is (a) a Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) a CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate, in all cases this would include being determined by reference to the Spread Note Provisions as appropriate. If any Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate, insert the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required)

(D) Margin(s) (Inverse Floating Interest Rate): [Not Applicable/[+/-][●] per cent. per annum] *(specify each Margin (Inverse Floating Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*

(E) Interest Participation Rate(s) (Inverse Floating Interest Rate): [●]/[Not Applicable] *(specify each Interest Participation Rate (Inverse Floating Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*

(F) Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

[As set out in the Rate Table] (Interest Period End Date(s) may be set out in a "Rate Table" if required)

- (G) Minimum Interest Rate (for the Inverse Floating Interest Rate): [●][Not Applicable] *(If there is more than one Minimum Interest Rate for different Interest Periods, this information may be set out in a "Rate Table")*
- (H) Maximum Interest Rate (for the Inverse Floating Interest Rate): [●][Not Applicable] *(If there is more than one Maximum Interest Rate for different Interest Periods, this information may be set out in a "Rate Table")*
- (iv) Range Accrual Note Provisions: [Applicable[- subject as provided in paragraph 15(x)/15(xi)]]/ Not Applicable
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (A) Interest Period(s) and/or Interest Payment Date(s) to which the Range Accrual Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- (B) Interest Rate[s]: [Fixed Interest Rate: see paragraph 15(i) above /Floating Interest Rate: see paragraph 15(i)(B) above/CMS Interest Rate: see paragraph 15(i)(E) above]
(specify each rate of interest if more than one by inserting a Range Accrual Table, the form of which is in Drafting Notes Schedule 1)
- (C) Single Reference Observation: [Applicable/Not Applicable]
- (D) Dual Reference Observation: [Applicable/Not Applicable]
- (E) Reference Observation [1] *(insert "Reference Observation 1" if Dual Reference Observation is applicable):* [specify what the Reference Observation will be from the options set out in Valuation and Settlement Condition 4 and specify details of the or each Reference Rate and where there is more than one Reference Rate, whether the Barrier is different for each Reference Rate for each relevant interest period. If Dual Reference Observation is specified to be applicable, specify what the Reference Observation will be for each of Reference Observation 1 and Reference Observation 2]
[As set out in the Schedule hereto] *(If Reference Observation (or if Dual Reference Observation is applicable, Reference Observation 1) is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)*
- (F) Barrier [1] *(insert "Barrier 1" if Dual Reference Observation is applicable):* [●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1, and where there is more than one Reference Rate, whether the Barrier [1] is different for each Reference Rate] [Not Applicable]
- Barrier Reference: [Greater than the Barrier [1]/Greater than or equal to the Barrier [1]/Less than the Barrier [1]/Less than or equal to the Barrier [1]] *(insert "Barrier 1" if Dual Reference Observation is applicable)* [Not

- Applicable]
- (G) Lower Range [1] (*insert "Lower Range 1" if Dual Reference Observation is applicable*): [●] [As set out in the Range Accrual Table] [*specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1*] [Not Applicable]
- Lower Range [1] Option (*insert "Lower Range 1 Option" if Dual Reference Observation is applicable*): [[Greater than or equal to/Greater than] the Lower Range [1]] [Not Applicable]
- (H) Upper Range [1] (*insert "Upper Range 1" if Dual Reference Observation is applicable*): [●] [As set out in the Range Accrual Table] [*specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1*] [Not Applicable]
- Upper Range [1] Option (*insert "Upper Range 1 Option" if Dual Reference Observation is applicable*): [[Less than or equal to/Less than] the Upper Range [1]] [Not Applicable]
- (I) Reference Rate [One(s)] (for Reference Observation [1]): [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate: see paragraph 15(vii)] [Not Applicable]
- (Insert details of the or each Reference Rate [One(s)], including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If the Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate, insert the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required. If there is more than one Reference Rate [One(s)], repeat this paragraph for each Reference Rate [One(s)])*
- [As set out in the Schedule hereto] (*If Reference Rate [One(s)] is different for each Interest Period, insert the Schedule which contains the Reference Observation Table*)
- [Reference Rate Two(s)] (for Reference Observation [1]): [[Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate: see paragraph 15(vii)]
- (Insert details of the or each Reference Rate Two by repeating sub-paragraphs of the paragraph above for Reference Rate Two, including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If there is more than one Reference Rate Two, repeat this paragraph for each Reference Rate Two)*
- [As set out in the Schedule hereto] (*If Reference Rate Two(s) is different for each Interest Period, insert the Schedule which contains the Reference Observation Table*)]

(insert and re-number the following paragraphs if "Dual Reference Observation" is applicable)

(J)	[Reference Observation 2:	[specify what the Reference Observation 2 will be from the options set out in Valuation and Settlement Condition 4 and specify details of the or each Reference Rate and where more than one Reference Rate whether the Barrier is different for each Reference Rate for each relevant interest period]
		[As set out in the Schedule hereto] (If Reference Observation 2 is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)
	[Barrier 2:] (insert if Barrier 1 is specified)	[●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1, and where there is more than one Reference Rate, whether the Barrier 2 is different for each Reference Rate] [Not Applicable]
	[Barrier Reference:] (insert if Barrier 2 is specified)	[Greater than the Barrier 2/Greater than or equal to the Barrier 2/Less than the Barrier 2/Less than or equal to the Barrier 2]
	[Lower Range 2:] (insert if Lower Range 1 is specified)	[●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1] [Not Applicable]
	[Lower Range 2 Option:] (insert if Lower Range 2 is specified)	[[Greater than or equal to/Greater than] the Lower Range 2] [Not Applicable]
	[Upper Range 2:] (insert if Upper Range 1 is specified)	[●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1] [Not Applicable]
	[Upper Range 2 Option:] (insert if Upper Range 2 is specified)	[[Less than or equal to/Less than] the Upper Range 2] [Not Applicable]
	Reference Rate [One(s)] (for Reference Observation 2):	[Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate: see paragraph 15(vii)] [Not Applicable]
		(Insert details of the or each Reference Rate [One(s)], including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If the Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate, insert the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required. If there is more than one Reference Rate [One(s)], repeat this paragraph for each Reference Rate [One(s)])
		[As set out in the Schedule hereto] (If Reference Rate [One(s)] is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)
	[Reference Rate Two(s)] (for Reference Observation 2):	[[Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread

- (insert if applicable)
- Rate/Spread Reference Rate: see paragraph 15(vii)]
- (Insert details of the or each Reference Rate Two by repeating sub-paragraphs of the paragraph above for Reference Rate Two, including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If there is more than one Reference Rate Two, repeat this paragraph for each Reference Rate Two)*
- [As set out in the Schedule hereto] *(If Reference Rate Two(s) is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)*
- (K) Accrual Days: [calendar days/Business Days]
- (L) Accrual Business Day Centre: [●] [Not Applicable] *(N.B. this relates to the definition of "Accrual Business Day", specify this if the Specified Accrual Cut-Off Date is a specified number of Accrual Business Days. This is not applicable if the Accrual Cut-Off Date is the Default Accrual Cut-Off Date)*
- (M) Accrual Cut-Off Date *(the "Accrual Cut-Off Date" is the specified number of calendar days or Accrual Business Days preceding the last day of the relevant Interest Period (Specified Accrual Cut-Off Date) and shall be five Accrual Days if "Default Accrual Cut-Off Date" is specified):*
- Specified Accrual Cut-Off Date: [●] [calendar day/Accrual Business Day] [Not Applicable]
- (N) Any or All: [Any][All][Not Applicable]
- (O) Minimum Interest Rate: [See paragraph [15(i)(B)/15(i)(E)] above] [Not Applicable]
- (P) Maximum Interest Rate: [See paragraph [15(i)(B)/15(i)(E)] above] [Not Applicable]
- (Q) Minimum Interest Amount: [[●] per Calculation Amount] [As set out in the Rate Table] [Not Applicable]
- (If there is more than one Minimum Interest Amount for different Interest Periods, this information may be set out in a "Rate Table")*
- (R) Maximum Interest Amount: [[●] per Calculation Amount] [As set out in the Rate Table] [Not Applicable]
- (If there is more than one Maximum Interest Amount for different Interest Periods, this information may be set out in a "Rate Table")*
- (v) Digital Note Provisions: [Applicable] - subject as provided in paragraph

[15(x)/15(xi)]/ Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(A) Interest Period(s) and/or Interest Payment Date(s) to which the Digital Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

(B) Back Up Rate: [●]

[Include details of whether the Back Up Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note Provisions as appropriate]

(C) Digital Reference Rate: [●]

[Include details of whether the Digital Reference Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note Provisions as appropriate]

(D) Reserve Rate: [●]

[Include details of whether the Reserve Rate will be the sum of more than one rate (each a "Specified Rate") or one rate less another rate (each a "Specified Rate") and whether the Reserve Rate or each Specified Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note

Provisions as appropriate]

- (E) Digital Rate: [●]
- [Include details of whether the Digital Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note Provisions as appropriate]*
- (F) Reserve Rate Reference: [Greater than the Reserve Rate/Greater than or equal to the Reserve Rate/Less than the Reserve Rate/Less than or equal to the Reserve Rate]
- (G) Minimum Interest Rate (for the Digital Interest Rate): [●][Not Applicable]
- (H) Maximum Interest Rate (for the Digital Interest Rate): [●][Not Applicable]
- (I) Digital Determination Date: [●]
- (J) [Interest Period End Date(s):] [Each] [Interest Payment Date(s)/[●]] [in each [year] (insert if required) [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table] (*Interest Period End Date(s) may be set out in a "Rate Table" if required*)
- (vi) Digital Band Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/ Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (A) Interest Period(s) and/or Interest Payment Date(s) to which the Digital Band Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- (B) Reference Rate Only or Reference Rate One minus Reference Rate Two: [Reference Rate Only/Reference Rate One minus Reference Rate Two] applicable
- (C) [Reference Rate:] [●]
- (Where there are different Reference Rate(s) for different Interest Periods and/or Interest Payment Dates, specify in relation to each Reference Rate(s), the Interest Period(s) and/or Interest Payment Dates,*

to which it applies)

[Include details of the or each Reference Rate, as applicable, and whether the Reference Rate is a (a) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Reference Rate One:]

[●]

(Where there are different Reference Rate Ones for different Interest Periods and/or Interest Payment Dates, specify in relation to each Reference Rate One, the Interest Period(s) and/or Interest Payment Dates, to which it applies)

[Include details of the or each Reference Rate One, as applicable, and whether Reference Rate One is a (a) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Reference Rate Two:]

[●]

(Where there are different Reference Rate Twos, for different Interest Periods and/or Interest Payment Dates specify in relation to each Reference Rate Two, the Interest Period(s) and/or Interest Payment Dates, to which it applies)

[Include details of the or each Reference Rate Two, as applicable, and whether Reference Rate Two is a (a) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(D) Bands:

(Where there are different Bands for different Interest Periods and/or Interest Payment Dates, specify in relation to each Band the Interest Period and/or

Interest Payment Dates to which it applies)

- (i) Band 1: [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [less than] [less than or equal to] [●] per cent.;
- (ii) Band 2: [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [greater than][greater than or equal to] [●] but [less than] [less than or equal to] [●] per cent.;
- [(iii) *(only include Band 3 if applicable)*: [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [greater than][greater than or equal to] [●] but [less than] [less than or equal to] [●] per cent.;

(if there are additional bands occurring after band 3 but before the last occurring band which shall be as described below repeat (iii) above for such additional bands but with the relevant band levels)

- [[●] Band [●] *(to be numerically labelled as the last band so if four bands in total this would be "Band 4")* [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [greater than] [greater than or equal to] [●] per cent.]

- (E) I. Band Rate in relation to Band 1: *(Where there are different Band Rates for different Interest Periods and/or Interest Payment Dates, specify in relation to each Band Rate the Interest Periods and/or Interest Payment Dates to which it applies)*

[Include details of the Band Rate for Band 1 and whether the Band Rate in relation to Band 1 is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to Band 1, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:]

[●]

[Include details of Band Rate One in relation to Band 1 and whether Band Rate One in relation to Band 1 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any

Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 1 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band "1 above)

[Band Rate Two:]

[●]

[Include details of Band Rate Two in relation to Band 1 and whether Band Rate Two in relation to Band 1 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 1 is determined pursuant to (iv) of "Band Rate in relation to Band 1" above)

II. Band Rate in relation to Band 2:

[●]

[Include details of the Band Rate for Band 2 and whether the Band Rate in relation to Band 2 is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to Band 2, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:]

[●]

[Include details of Band Rate One in relation to Band 2 and whether Band Rate One in relation to Band 2 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 2 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 2" above)

[Band Rate Two:]

[●]

[Include details of Band Rate Two in relation to Band 2 and whether Band Rate Two in relation to Band 2 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 2 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 2" above)

III. [Band Rate in relation to Band 3 (only include if applicable):

[●]

[Include details of the Band Rate for Band 3 and whether the Band Rate in relation to Band 3 is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to Band 3, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:]

[●]

[Include details of Band Rate One in relation to Band 3 and whether Band Rate One in relation to Band 3 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 3 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 3" above)

[Band Rate Two:]

[●]

[Include details of Band Rate Two in relation to Band 3 and whether Band Rate Two in relation to Band 3 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any

Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 3 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 3" above)

(if there are additional band rates occurring after the band rate in relation to band 3 but before the last occurring band rate which shall be as described below, repeat (C) above for all such additional band rates but with all the relevant band rate details)]

IV. [Band Rate in relation to Band [●]: [●]

[Include details of the Band Rate for the last Band and whether the Band Rate in relation to the last Band is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to the last Band, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:] [●]

[Include details of Band Rate One in relation to the last Band and whether Band Rate One in relation to the last Band is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to the last Band is determined pursuant to paragraph (iv) of "Band Rate in relation to Band [●]" above)

[Band Rate Two:] [●]

[Include details of Band Rate Two in relation to the last Band and whether Band Rate Two in relation to the last Band is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set

out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to the last Band is determined pursuant to paragraph (iv) of "Band Rate in relation to Band [●]" above)]

(If there are additional bands repeat as necessary and modify as above for all additional bands)

- (F) Minimum Interest Rate (for the Digital Band Interest Rate): [●]/[Not Applicable]
- (G) Maximum Interest Rate (for the Digital Band Interest Rate): [●]/[Not Applicable]
- (H) [Interest Period End Date(s):] (insert if required) [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table] (Interest Period End Date(s) may be set out in a "Rate Table" if required)
- (vii) Spread Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/ Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (A) Interest Period(s) to which the Spread Note provisions apply: [Each Interest Period falling during the period from, and including, [●] to but excluding, [●]] [●]
- (B) Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- (C) Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table] (Interest Period End Date(s) may be set out in a "Rate Table" if required)
- (D) Margin(s) (Spread Interest Rate): [Not Applicable/[+/-] [●] per cent. per annum] (specify each Margin (Spread Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (E) Interest Participation Rate(s) (Spread Interest Rate): [●]/[Not Applicable] (specify each Interest Participation Rate (Spread Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (F) Option One or No Option One: [Option One] [No Option One] [applicable] [Not Applicable]

- (G) Spread Cap: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- V%: [●]
 - Multiplier: [●]
 - Spread Cap Margin: [Not Applicable/[+/-] [●] per cent. per annum]
(specify each Spread Cap Margin if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
 - Rate X: Spread Rate [1/2/3]
 - Rate Y: Spread Rate [1/2/3]
 - Rate Z: Spread Rate [1/2/3]
- (H) Spread Rate 1: [Spread Reference Rate] [plus/minus] [Spread Rate 1 Margin][, and multiplied by Spread Rate 1 Interest Participation Rate] [Not Applicable]
- (Specify whether the Spread Reference Rate for Spread Rate 1 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)*
- Spread Rate 1 Interest Participation Rate: [●]/[Not Applicable]
 - Spread Rate 1 Margin: [●]/[Not Applicable]
- (I) Spread Rate 2: [Spread Reference Rate] [plus/minus] [Spread Rate 2 Margin][, and multiplied by Spread Rate 2 Interest Participation Rate] [Not Applicable]
- (Specify whether the Spread Reference Rate for Spread Rate 2 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate*

and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

• Spread Rate 2 Interest Participation Rate: [●]/[Not Applicable]

• Spread Rate 2 Margin: [●]/[Not Applicable]

(J) Spread Rate 3: [Spread Reference Rate] [plus/minus] [Spread Rate 3 Margin][, and multiplied by Spread Rate 3 Interest Participation Rate] [Not Applicable]

(Specify whether the Spread Reference Rate for Spread Rate 3 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

• Spread Rate 3 Interest Participation Rate: [●]/[Not Applicable]

• Spread Rate 3 Margin: [●]/[Not Applicable]

(K) Minimum Interest Rate (for the Spread Interest Rate): [●]/[Not Applicable]

(L) Maximum Interest Rate (for the Spread Interest Rate): [●]/[Not Applicable]

(Insert the following if any relevant rate is determined by reference to Spread Note Provisions or specified as Spread Reference Rate)

(M) [Spread Reference Rate: *(Specify whether Spread Reference Rate is (i) one Reference Rate or (ii) the sum of specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)*]

(viii) Volatility Bond Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/ Not Applicable]

(If not applicable, delete the remaining sub-

paragraphs of this paragraph)

- (A) Interest Period(s) to which the Volatility Bond Note Provisions apply: [Each Interest Period falling during the period [from, and including, [●] to, but excluding, [●]] [●]
- (B) Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- (C) Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- [As set out in the Rate Table] (*Interest Period End Date(s) may be set out in a "Rate Table" if required*)
- (D) Margin(s) (Volatility Bond Interest Rate): [Not Applicable/[+/-] [●] per cent. per annum] (*specify each Margin (Volatility Bond Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- (E) Interest Participation Rate(s) (Volatility Bond Interest Rate): [●]/[Not Applicable] (*specify each Interest Participation Rate (Volatility Bond Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- (F) Shout Option: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Relevant Business Centre(s): [●]
 - Shout Option Cut-off Time: [9:00 a.m. (London time)] [*specify time*]
 - Details for giving notice to the Issuer and the Calculation Agent: [*Specify address / e-mail address and department / desk to whom the relevant notice should be addressed*]
- (G) Volatility Bond Rate 1: Volatility Bond Reference Rate [plus/minus] [Volatility Bond Rate 1 Margin][, and multiplied by Volatility Bond Rate 1 Interest Participation Rate]
- (Specify whether the Volatility Bond Reference Rate for Volatility Bond Rate 1 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the*

details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

(Expected to be determined on or about the end of the relevant Interest Period – the Shout Option, if exercised, would operate to change this rate)

- Volatility Bond Rate 1 Interest Participation Rate: [●]/[Not Applicable]

- Volatility Bond Rate 1 Margin: [●]/[Not Applicable]

- (H) Volatility Bond Rate 2: Volatility Bond Reference Rate [plus/minus] [Volatility Bond Rate 2 Margin][, and multiplied by Volatility Bond Rate 2 Interest Participation Rate]

(Specify whether the Volatility Bond Reference Rate for Volatility Bond Rate 2 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

(Expected to be determined on or about the beginning of the relevant Interest Period)

- Volatility Bond Rate 2 Interest Participation Rate: [●]/[Not Applicable]

- Volatility Bond Rate 2 Margin: [●]/[Not Applicable]

- (I) Minimum Interest Rate (for the Volatility Bond Interest Rate): [●]/[Not Applicable]

- (J) Maximum Interest Rate (for the Volatility Bond Interest Rate): [●]/[Not Applicable]

- (ix) Previous Coupon Linked Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/ Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (A) Interest Period(s) and/or Interest Payment Date(s) to which the Previous Coupon Linked Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

- (B) Previous Coupon Reference: Previous Coupon[, [plus/minus] [(i) Rate 1][, multiplied by Rate 1 Participation Rate] [,

- Rate: [plus/minus] (ii) Rate 2][, multiplied by Rate 2 Participation Rate]
- (If Previous Coupon Reference Rate is different for each Interest Period, insert the Rate Table, the form of which is set out in Drafting Notes Schedule 1)*
- Rate 1 (for determination of a Previous Coupon Reference Rate): [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate/(specify other Reference Rate)] [As set out in the Rate Table for Previous Coupon Linked Notes] [Not Applicable]

(Specify details of all other relevant terms for each Reference Rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting (if such Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate), the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required). If Rate 1 is different for each Interest Period, insert also a Rate Table, the form of which is set out in Drafting Notes Schedule 1)

 - Rate 1 Participation Rate: [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
 - Rate 2 (for determination of a Previous Coupon Reference Rate): [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate/(specify other Reference Rate)] [Not Applicable] [As set out in the Rate Table for Previous Coupon Linked Notes]

(Specify details of all other relevant terms for each Reference Rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting (if such Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate), the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required). If Rate 2 is different for each Interest Period, insert also a Rate Table, the form of which is set out in Drafting Notes Schedule 1)

 - Rate 2 Participation Rate: [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
 - Minimum Reference Rate (for the Previous Coupon Reference Rate): [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]

(Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)

 - Maximum Reference Rate (for the Previous Coupon Reference Rate): [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]

(Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form

of which is in Drafting Notes Schedule 1)

- (C) I. Margin(s) (Previous Coupon Linked Interest Rate): [Not Applicable/[+/-][] per cent. per annum]/[As set out in the Rate Table for Previous Coupon Linked Notes]
- (specify each Margin (Previous Coupon Linked Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (D) I. Interest Participation Rate(s) (Previous Coupon Linked Interest Rate): [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
- (specify each Interest Participation Rate (Previous Coupon Linked Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (E) I. Minimum Interest Rate (for the Previous Coupon Linked Interest Rate): [●]/[Not Applicable]/ [As set out in the Rate Table for Previous Coupon Linked Notes]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (F) I. Maximum Interest Rate (for the Previous Coupon Linked Interest Rate): [●]/[Not Applicable]/ [As set out in the Rate Table for Previous Coupon Linked Notes]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (G) [Interest Period End Date(s):] [Each] [Interest Payment Date(s)/[●]] [in each [year] (insert if required) [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table for Previous Coupon Linked Notes] (Interest Period End Date(s) may be set out in a "Rate Table" if required)
- (x) Reserve Coupon Note Provisions: [Applicable/Not Applicable]
- (NB: If applicable, must be specified in conjunction with another Interest Basis (other than Fixed Rate Notes, Inflation Rate Notes, DIR Inflation Linked Notes and FX Performance Notes). If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (A) Interest Period(s) / Interest Payment Date(s) to which the Reserve Coupon Note Provisions apply: [Each Interest Period falling during the period [from, and including, [●] to, but excluding, [●]] [Each of the following Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [●]

- (B) Reserve Coupon Rate: [[●] per cent. [per annum]/ [●]] (*specify each Reserve Coupon Rate if more than one by inserting a Reserve Coupon Table, the form of which is in Drafting Notes Schedule 1*)
- (xi) FX Performance Note Provisions: [Applicable/Not Applicable]
- (NB: *If applicable, must be specified in conjunction with another Interest Basis (other than Fixed Rate Notes, Inflation Rate Notes, DIR Inflation Linked Notes and Reserve Coupon Notes). If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (A) Interest Period(s) / Interest Payment Date(s) to which the FX Performance Note Provisions apply: [Each Interest Period falling during the period [from, and including, [●] to, but excluding, [●]] [Each of the following Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]] [●]
- (B) FX Performance 1: [[●] / FX Performance 1 shall be determined by reference to the Underlying specified in item 13(ii) above / The rate determined as set out below / See the FX Performance Table] (*specify each FX Performance 1 if more than one by inserting an FX Performance Table, the form of which is in Drafting Notes Schedule 1*)

[Insert where no rate is specified above and FX Performance 1 is not an Underlying:

- FX Perf A Currency/FX Perf B Currency: The [mid/[●]] [●] (FX Perf A Currency) / [●] (FX Perf B Currency) currency exchange rate[(expressed as the number of units of [●] for which one unit of [●] can be exchanged)]
- FX Perf Designated Page: [●]
- FX Perf Designated Time: [●]

- (C) FX Performance 2: [[●] / FX Performance 2 shall be determined by reference to the Underlying specified in item 13(ii) above / The rate determined as set out below / See the FX Performance Table] (*specify each FX Performance 2 if more than one by inserting an FX Performance Table, the form of which is in Drafting Notes Schedule 1*)

[Insert where no rate is specified above and FX Performance 2 is not an Underlying:

- FX Perf A Currency/FX Perf B Currency: The [mid/[●]] [●] (FX Perf A Currency) / [●] (FX Perf B Currency) currency exchange rate [(expressed as the number of units of [●] for which one unit of [●] can be exchanged)]
- FX Perf Designated Page: [●]

- FX Perf Designated Time: [●]
- (D) FX Performance Participation Rate: [●] / [Not Applicable] / [See the FX Performance Table]
- (E) Specified FX Performance Valuation Date(s): FX Performance Valuation Date 1: [Not Applicable / [●] [in respect of each Interest [Period/Payment Date]] / See the FX Performance Table]

FX Performance Valuation Date 2: [Not Applicable / [●] [in respect of each Interest [Period/Payment Date]] / See the FX Performance Table]

(specify each FX Performance Valuation Date if different by inserting an FX Performance Table, the form of which is in Drafting Notes Schedule 1)

PROVISIONS RELATING TO ZERO COUPON NOTES

16. Zero Coupon Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Amortisation Yield: [Not Applicable]/[[●] [per cent. per annum]]
 - (ii) Reference Price: [●]
 - (iii) Day Count Fraction in relation to Early Redemption Amounts: [[30/360]
[Actual/360]
[Actual/365]]
[Not Applicable]
[Actual/Actual (ICMA), for which purpose the Determination Dates shall be [●] in each year]

PROVISIONS RELATING TO REDEMPTION

17. Redemption Provisions:
- (i) Issuer Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (A) Optional Redemption Date(s): [●]
 - (B) Optional Redemption Amount: [●] per Calculation Amount
 - (C) If redeemable in part:
 - (1) Minimum Redemption Amount: [[●] per Calculation Amount][Not Applicable]
 - (2) Maximum Redemption Amount: [[●] per Calculation Amount][Not Applicable]
 - (D) Notice period: [As set out in General Condition 5(e) (*Redemption at the Option of the Issuer*)] [Not less than [(specify)]]

Business Days]

(N.B. If setting notice periods which are different to those provided in the General Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)

- (ii) Investor Put: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (A) Optional Redemption Date(s): [●]
- (B) Optional Redemption Amount: [●] per Calculation Amount
- (C) Notice period: [As set out in General Condition 5(f) (*Redemption at the Option of holders of Notes*)] [Not less than [(specify)] Business Days]
- (N.B. If setting notice periods which are different to those provided in the General Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)*
- (iii) Redemption Amount: [●] (*specify*) per Calculation Amount [, subject as provided in Valuation and Settlement Condition 15 (*Dual Currency Notes*)]
- (iv) Early Redemption Amount
- (A) For the purpose of General Condition 5(b)(i) (*Redemption for Taxation Reasons*): [Applicable/Not Applicable]
- [Fair Market Value]
- [Principal Amount plus accrued interest (if any)]
- [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]
- [Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]
- [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]
- [Amortised Face Amount] (*specify for Zero Coupon Notes*)
- [●] (*specify an amount only*)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

- (B) For the purpose of General Condition 5(b)(ii) (*Redemption for Illegality*):
- [Fair Market Value]
 - [Principal Amount plus accrued interest (if any)]
 - [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]
 - [Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]
 - [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]
 - [Amortised Face Amount] (specify for Zero Coupon Notes)
 - [●] (specify an amount only)
- [Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

- (C) For the purpose of General Condition 9 (*Events of Default*):
- [Fair Market Value]
 - [Principal Amount plus accrued interest (if any)]
 - [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]
 - [Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]
 - [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]
 - [Amortised Face Amount] (specify for Zero Coupon Notes)
 - [●] (specify an amount only)

PROVISIONS RELATING TO SWITCHER OPTION

18. Switcher Option: [Applicable/Not Applicable]
- (if not applicable, delete the remaining subparagraphs of this paragraph)
- (A) Switcher Interest Commencement Date(s): [●]
- (B) New Interest Basis: [include details of the New Interest Basis or the or each Switcher Interest Commencement Date including cross referring to relevant paragraphs herein and including any relevant Interest]

Determination Date and/or Margin and/or Interest Participation Rate]

- (C) Conversion Amount per Calculation Amount payable by the Issuer: *[include details of any conversion amount payable by the Issuer and the relevant Switcher Interest Commencement Date in respect of which it is payable if more than one]*[Not Applicable]
- (D) Switcher Payment Date: [●]/[Not Applicable]
- (E) Notice period: [As set out in Valuation and Settlement Condition 14 (Switcher Option)] [Not less than [(specify)] Business Days]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

19. Adjustment Event

- (i) Change in Law: [Applicable/ Not Applicable]

[If Applicable:

Illegality: [Applicable/ Not Applicable]

Material Increased Cost: [Applicable/ Not Applicable]

Early Redemption following Adjustment Event: [Applicable/ Not Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

- (ii) Hedging Disruption: [Applicable/Not Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Applicable/Not Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued

Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

(iii) Increased Cost of Hedging: [Applicable/Not Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Applicable/ Not Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

(iv) Increased Cost of Index Event: [Applicable/Not Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Not Applicable/Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued

Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

- (v) Additional Adjustment Events relating to FX Rates where EMTA Provisions are Not Applicable: [Not Applicable]

[FX Rate Part A Condition 4: Not Applicable/Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Not Applicable/Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

- (vi) Additional Adjustment Events relating to FX Rates where EMTA Provisions are Applicable: [Not Applicable]

[FX Rate Part B Condition 4: Not Applicable/Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Not Applicable/Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued

Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

20. Additional Early Redemption Event:

- (i) Hedging Disruption Early Termination Event: [Applicable/Not Applicable]

[If Applicable:

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

- (ii) Section 871(m) Event: [Applicable/Not Applicable]

[If Applicable:

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

is applicable]]

(iii) Early Redemption Amount payable under Inflation Linked Condition 4: [Applicable/Not Applicable]

If Applicable:

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] *(specify for Zero Coupon Notes)*/[●] *(specify an amount only)*

[Deduction of Hedge Costs:
[Applicable/Not Applicable]
(specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]]

21. Realisation Disruption Event: [Applicable/Not Applicable]

If Applicable:

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] *(specify for Zero Coupon Notes)*/[●] *(specify an amount only)*

[Deduction of Hedge Costs:
[Applicable/Not Applicable]
(specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]]

22. Form of Notes: [Registered Notes]

Regulation S Global Registered Note Certificate [(U.S.\$[●] principal amount)] registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]/Rule 144A Global Registered Note Certificate [(U.S.\$[●] principal amount)] registered in the name of a

nominee for [DTC/ a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]

[Swedish Notes - *insert details (including details of the Swedish Notes Issuing and Paying Agent and the provisions of the Fiscal Agency Agreement which apply to the Notes)*]

[Finnish Notes – *insert details (including details of the Finnish Notes Issuing and Paying Agent)*]

23. New Safekeeping Structure: [No/Yes – New Safekeeping Structure applies] [Not Applicable]
24. Business Centre(s): [●]
(N.B. this paragraph relates to the definition of Business Day in General Condition 20 (Definitions))
25. Business Day Jurisdiction(s) or other special provisions relating to payment dates: [Not Applicable/give details]
(N.B. this paragraph relates to the date and place of payment for the purposes of the definition of Payment Day in General Condition 6(f) (Payment Days))
26. Redenomination: [Not Applicable/[Applicable: The provisions of General Condition 16 (Redenomination) apply]
27. Consolidation provisions: [Not Applicable/[The provisions of General Condition 12 (Further Issues) apply]
28. Schedule A (*Redemption and Purchase and Events of Default*): [Applicable/Not Applicable]
(Specify Applicable only where the Notes are issued by Citigroup Inc. and the Notes are intended to be TLAC eligible. Specify Not Applicable where the Notes are issued by Citigroup Inc. and the Notes are not intended to be TLAC eligible and for Notes issued by CGMHI or CGMFL)
29. Name and address of Calculation Agent: [Citibank, N.A./Citigroup Global Markets Limited/Citigroup Global Markets Inc.] [(acting through its (*specify*) department/group (or any successor department/group))] at [●]]
30. Determinations:
- (i) Standard: [Sole and Absolute Determination/Commercial Determination]
- (ii) Minimum Amount Adjustment Prohibition: [Applicable/Not Applicable]
31. Governing law: [English Law/State of New York]

Signed on behalf of the Issuer:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

Admission to trading and listing:

[Application [has been/is expected to be] made for the Notes to be listed to the official list and admitted to trading on the [regulated market of] [Euronext Dublin]/ [the Luxembourg Stock Exchange]/ [the London Stock Exchange]/ [the electronic "Bond Market" organised and managed by Borsa Italiana S.p.A.]/ [the Open Market (Regulated Unofficial Market) (Freiverkehr) of] [the Frankfurt Stock Exchange (Börse Frankfurt AG)] with effect from on or around [●]/[Not Applicable]

[No assurances can be given that such application for listing and admission to trading will be granted.]

[Tranche [●] of the Notes [has been/is expected to be] made for the Notes to be listed to the official list and admitted to trading on the [regulated market of] [Euronext Dublin]/ [the Luxembourg Stock Exchange]/ [the London Stock Exchange]/ [the electronic "Bond Market" organised and managed by Borsa Italiana S.p.A.]/ [the Open Market (Regulated Unofficial Market) (Freiverkehr) of] [the Frankfurt Stock Exchange (Börse Frankfurt AG)] with effect from on or around [●]/[Not Applicable]

(Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading)

[Estimated expenses relating to admission to trading:

[●]**

2. RATINGS

Ratings:

The Notes are [not] rated. [The rating of the Notes is:

(i) [S&P: [●]]

(ii) [Moody's: [●]]

(iii) [Fitch: [●]]

(iv) [[Other]: [●]]

*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider]**

[[Insert the legal name of the relevant credit rating agency entity] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). [As such [insert the legal name of the relevant credit rating agency entity] is included in the list of credit ratings agencies published by the European Securities and Markets Authority on its website

(<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with such Regulation.]]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended). [[*Insert the legal name of the relevant non-EU credit rating agency entity*] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with such Regulation.]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). The ratings have been endorsed by [*insert the legal name of the relevant EU-registered credit rating agency entity*] in accordance with the CRA Regulation. [*Insert the legal name of the relevant EU-registered credit rating agency entity*] is established in the European Union and registered under the CRA Regulation. [As such [*insert the legal name of the relevant EU credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with the CRA Regulation.]] The European Securities Markets Authority has indicated that ratings issued in [Japan / Australia / the USA / Canada / Hong Kong / Singapore / Argentina / Mexico (delete as appropriate)] which have been endorsed by [*insert the legal name of the relevant EU CRA entity that applied for registration*] may be used in the European Union by the relevant market participants.]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the CRA Regulation) but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with the CRA Regulation] [[OR:] although notification of the corresponding certification decision has not yet been provided by the European Securities and Markets Authority and [*insert the legal name of the relevant non-EU credit rating agency entity*] is not included in the list of credit rating agencies

published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].

[[*Insert legal name of the relevant credit rating agency*] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [and *insert the legal name of the relevant credit rating agency*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with such Regulation].]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). However, the application for registration under the CRA Regulation of [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*], although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert the legal name of the relevant EU credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with the CRA Regulation].

The European Securities Markets Authority has indicated that ratings issued in [Japan / Australia / the USA / Canada / Hong Kong / Singapore / Argentina / Mexico (delete as appropriate)] which have been endorsed by [*insert the legal name of the relevant EU CRA entity that applied for registration*] may be used in the EU by the relevant market participants.]]

[*If reference is made to the ratings of Citigroup Inc. then insert the legal name of the relevant credit rating agency entity and the status of its application under the CRA Regulation*]

[*Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating)

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

[Save for any fees payable to [the Dealer[s]/the Distributors/specify]/Save as discussed in ["Subscription and Sale and Transfer and Selling Restrictions"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the Offer[. The [Dealers/Distributors] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the CGMHI Guarantor] [and the CGMFL Guarantor] and [its/their] affiliates in the ordinary course of business - Amend as appropriate if there are other interests]]]

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive)

4. **[REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

(i) Reasons for the Offer: [●]

(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here and also complete (ii) and (iii) below)

(ii) [Estimated net proceeds: [●]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding)]

(iii) [Estimated total expenses: [●]

(Expenses are required to be broken down into each principal intended "use" and presented in order of priority of such "uses")]

(If the Notes are derivative securities, it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where reasons for the offer are different from making profit and/or hedging certain risks and such reasons are included at (i) above)]

5. **[YIELD (Fixed Rate Notes only)**

[Indication of yield/Unified Yield Rate]: [specify rate or range of rates]

(specify Unified Yield Rate for Non-exempt Offers in the Republic of Hungary only)

*[Calculated as [include specific details of method of calculation in summary form] on the Issue Date]**

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. **HISTORICAL INFORMATION CONCERNING THE UNDERLYING***

[Details of historic [LIBOR/EURIBOR/NIBOR/STIBOR/CIBOR/TIBOR/HIBOR/BBSW/BKBM] rates can be obtained from [Reuters/Bloomberg]]

[Performance of Inflation Index of effect on value of investment and associated risks and other information concerning the Inflation Index: (Inflation Rate and DIR Inflation Linked Notes only)

[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident]

[Need to include details of where past and future performances and volatility of [the/each] index can be obtained] [Need to include the name of [the/each] index need to include details of where the information about [the/each] index can be obtained]

[Include any disclaimer wording required by the Index Sponsor(s)]

[The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]]]

[Performance of Reference Entity of effect on value of investment and associated risks and other information concerning the Reference Entity: (Credit Linked Interest Notes only)

[Information about the past and further performance of the or each Reference Entity is available from the applicable Electronic Page(s) specified for such Reference Entity in Part A above]]

[Effect of performance of FX Rate on value of investment and associated risks and other information concerning the FX Rate: (FX Performance Notes and Dual Currency Notes only)

[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident]

[Need to include details of where past and future performance and volatility of the currency exchange rate can be obtained] [Information about the past and future performance and volatility of the FX Rate is available from the applicable Electronic Page specified for such FX Rate in Part A above]]

[Post Issuance Information

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]]]

7. **OPERATIONAL INFORMATION**

ISIN Code:	[●]
Common Code:	[●]/[Not Applicable]
CUSIP:	[●]/[Not Applicable]
WKN:	[●]/[Not Applicable]
Valoren:	[●]/[Not Applicable]
CFI:	[●]/[Not Applicable]
FISIN:	[●]/[Not Applicable]

(If the CFI and/or FISIN is not required, requested or available, it/they should be specified to be "Not Applicable")

Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme and DTC and the relevant identification number(s) and details relating to the relevant depositary, if applicable: [Not Applicable/*give name(s) and number(s)*] [and references to the [Relevant Clearing System/*specify*]] shall be deemed to be references to such clearing system]

[The Notes will be accepted for settlement in Euroclear UK & Ireland Limited ("**CREST**") via the CREST Depositary Interest ("**CDI**") mechanism]

[Euroclear Sweden AB]/[Euroclear Finland Oy]

Delivery:

Delivery [versus/free of] payment

Names and address of the Swedish Notes Issuing and Paying Agent (if any):

[Citibank Europe Plc (Sweden Branch), Stockholm, Sweden]/[Not Applicable]

Names and address of the Finnish Notes Issuing and Paying Agent (if any):

[Nordea Bank Finland Plc, Aleksis Kiven Katu 3-5, Helsinki, Finland]/[Not Applicable]

Names and addresses of additional Paying Agent(s) (if any):

[•]/[Not Applicable]

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

8. DISTRIBUTION

(i) Method of distribution:

[Syndicated/Non-syndicated]

(ii) If syndicated, names [and addresses of the Lead Manager and the other Managers and underwriting commitments]*:

[Not Applicable/*give names, addresses and underwriting commitments*]

(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis

and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers)

- (iii) [Date of [Subscription] Agreement: [Not Applicable][*specify*]]
- (iv) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
- (v) If non-syndicated, name and address of Dealer: [Not Applicable/*give name and address*]
- (vi) [Total commission and concession: [None/[●] per cent. of the Aggregate Principal Amount/No commissions and concessions are payable by the Issuer to the Dealer. The [*specify type of fee or commission*)] payable by the Dealer to any distributor is (*specify*) of the Aggregate Principal Amount. Investors can obtain more information about the fee by contacting the Dealer at the address set out herein/[up to] (*specify*) per cent. of the Aggregate Principal Amount which comprises the (*specify type of fee or commission*) payable to the [Authorised Offeror]. Investors can obtain more information about this fee by contacting the relevant [Authorised Offeror] or the Dealer at the relevant address(es) set out herein. It is anticipated that the exact amount of the (*specify type of fee or commission*) will be published by the Issuer on the website of Euronext Dublin on or around (*specify*). In addition to (*specify any relevant offer price*), the [Authorised Offeror] may charge investors in (*specify*) a (*specify type of fee or commission*) of [up to] (*specify*) per cent. of the Aggregate Principal Amount. Investors can obtain more information about this fee by contacting the [Authorised Offeror] at the address(es) set out herein]
- (vii) [Swiss selling restrictions: [Not Applicable] [The Notes may be offered, sold, advertised or otherwise distributed directly or indirectly, in, into or from Switzerland to investors other than qualified investors as defined in Article 10 of the Swiss Collective Investment Schemes Act. For the avoidance of doubt, such offer in Switzerland does not constitute a Non-exempt Offer for the purposes of the Prospectus Directive] (*Include if the Notes are to be publicly offered in Switzerland*)]
- (viii) Non-exempt Offer: [Not Applicable] [An offer [(the "[●] Offer")] of the Notes may be made by [the Dealer(s)] [and [●]] (the "[●] Initial Authorised Offeror(s) ") other than pursuant to Article 3(2) of the Prospectus Directive [and [●]] during the period from (and including) [●] to (and including) [●] (the "[●] Offer Period")]] in [●] ([●]) [[and] any additional financial intermediaries who have or obtain the Issuer's consent to use the Base Prospectus and this Final Terms in connection with the Non-exempt Offer and who are identified on the Issuer's website]

at [www.[●]] as an Authorised Offeror] (together, being persons to whom the issuer has given consent, the [●] Authorised Offerors) other than pursuant to Article 3(2) of the Prospectus Directive in [●] during the period from [●] until [●] (the "[●] Offer Period").

(specify for each jurisdiction in which a Non-exempt Offer is being undertaken)

Offers (if any) in any Member State other than the public Offer Jurisdiction(s) will only be made pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus

["**Authorised Offeror(s)**"] means [●] [and [●]].]

["**Initial Authorised Offeror(s)**"] means [●] [and [●]].]

"**Public Offer Jurisdiction(s)**" means [●] [and [●]]

See further Paragraph 9 (*Terms and Conditions of the Offer*) below

- | | | |
|------|-------------------------------|---|
| (ix) | [General Consent: | [Not Applicable][Applicable]] |
| (x) | [Other conditions to consent: | [Not Applicable][Add here any other conditions to which the consent given is subject] |

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make the Offer where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported)

- | | | |
|------|---|--|
| (xi) | Prohibition of Sales to EEA Retail Investors: | [Not Applicable/Applicable]

<i>(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified)</i> |
|------|---|--|

9. TERMS AND CONDITIONS OF THE OFFER

(Delete whole section if sub-paragraph 8(viii) above is specified to be Not Applicable)

- | | |
|---|-------------------------------|
| Offer Price: | [Issue Price][specify] |
| Conditions to which the Offer is subject: | [Not Applicable/give details] |
| Description of the application process: | [Not Applicable/give details] |

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/ <i>give details</i>]
Details of the minimum and/or maximum amount of application:	[Not Applicable/ <i>give details</i>]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable/ <i>give details</i>]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/ <i>give details</i>]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/ <i>give details</i>]
Whether tranche(s) have been reserved for certain countries:	[Not Applicable/ <i>give details</i>]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/ <i>give details</i>]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/ <i>give details</i>]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[None/ <i>give details</i>]

10. **UNITED STATES TAX CONSIDERATIONS**

[For U.S. federal income tax purposes, the Issuer intends to treat the Notes as [debt/fixed-rate debt/fixed-rate debt issued with OID/contingent payment debt instruments, [for which purpose, the comparable yield relating to the Notes will be [●]% compounded [semi-annually/quarterly/monthly], and the projected payment schedule with respect to a Note consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/variable rate debt instruments/variable rate debt instruments issued with OID/foreign currency Notes/foreign currency Notes issued with OID/foreign currency contingent payment debt instruments, [for which purpose, the comparable yield relating to the Notes will be [●]% compounded [semi-annually/quarterly/monthly], and the projected payment schedule with respect to a Note consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/short-term Notes/prepaid forward contracts or options/prepaid forward contracts or options with associated periodic payments/a put and a deposit, for which purposes, the Issuer will treat [●]% of each coupon on a Note as interest on the deposit and [●]% as put premium/[specify other]]. [The Notes are Non-U.S. Notes].

[The Issuer has determined that the Notes are Specified ELIs based on either the "delta" test or the "substantial equivalence" test, as indicated in the table below. Please see the table below for additional information with respect to Section 871(m), including information necessary to calculate the amounts of dividend equivalents for the Notes.]/[The Issuer has determined that the Notes are Specified ELIs because (i) the Issue Date for the Notes is in 2017 or 2018 and (ii) the Notes are "delta-one" within the meaning of Section 871(m).]/[The Issuer has determined that the Underlying(s) consist solely of one or more Qualified Indices and/or Qualified Index Securities and, therefore, that the Notes are not Specified ELIs.]/[The Issuer has determined that the Notes are not Specified ELIs because (i) the Issue Date for the Notes is in 2017 or 2018 and (ii) the Notes are not "delta-one" within the meaning of Section 871(m).]/[The Issuer has determined that the Notes are not Specified

ELIs for the purpose of Section 871(m).]/[The Issuer has determined that the Underlying(s) for the Notes consist solely of one or more indices whose sole U.S. equity components are Qualified Indices and/or Qualified Index Securities and, therefore, that the Notes are not Specified ELIs.]/[The Issuer has determined that the Underlying(s) for the Notes consist solely of (i) one or more Qualified Indices and/or Qualified Index Securities and/or (ii) Underlying (s) that are neither U.S. equities nor indices that include U.S. equities and, therefore, that the Notes are not Specified ELIs.]

[Include table below if (i) the Notes are Specified ELIs, or (ii) the Notes are not Specified ELIs based on either the "delta" test or the "substantial equivalence" test:

<i>Underlying(s)</i>	<i>U.S. Underlying Equities (Y/N)</i>	<i>Qualified Index/Qualified Index Security (Y/N)</i>	<i>Simple Contract (Y/N)</i>	<i>Delta (if Simple Contract)</i>	<i>Substantial Equivalence Test (if not a Simple Contract)</i>	<i>Number of Shares Multiplied by Delta (if Simple Contract)</i>	<i>Initial Hedge (if applicable)</i>
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

11. **[EXAMPLES TO EXPLAIN HOW THE VALUE OF THE INVESTMENT IS AFFECTED BY THE VALUE OF THE UNDERLYING(S)]**

THE SCENARIO[S] AND FIGURES PRESENTED BELOW ARE FOR ILLUSTRATIVE PURPOSES ONLY. THE EXAMPLE[S] SHOWN BELOW MAY NOT HAVE AN EQUAL LIKELIHOOD OF OCCURRENCE. THE [INTEREST AMOUNT[S]] [AND] [EARLY REDEMPTION AMOUNT AND] REDEMPTION AMOUNT IN RESPECT OF EACH NOTE WILL BE CALCULATED IN ACCORDANCE WITH THE CONDITIONS OF THE NOTES AS SET OUT IN THE "TERMS AND CONDITIONS OF THE NOTES" IN THE BASE PROSPECTUS AND THE FINAL TERMS IN PART A ABOVE. THE ISSUER[, GUARANTOR] AND DEALER MAKE NO REPRESENTATION THAT ANY OF THE SCENARIOS PROVIDED BELOW WILL OCCUR.

[Include examples of complex derivative securities (if appropriate) to provide a clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the Underlying(s)]

(Delete this paragraph if not applicable)

Notes:

- * Delete if the minimum denomination is greater than or equal to EUR100,000 (or its equivalent)
- ** Delete if the minimum denomination is less than EUR100,000 (or its equivalent)

PRO FORMA FINAL TERMS DRAFTING NOTES SCHEDULE 1

(Insert the table below into paragraph 10 of the Pro Forma Final Terms, as required)

Interest Basis Table		
Interest Commencement Date	[Interest Period End Date(s) / Interest Payment Date(s)]	Type of Notes
<i>[specify date]</i>	<i>[specify date]</i>	[Fixed Rate Notes / [and] Floating Rate Notes / [and] Inflation Rate Notes / [and] DIR Inflation Linked Notes / [and] CMS Interest Linked Notes / [and] Inverse Floating Rate Notes / [and] Range Accrual Notes / [and] Digital [Band] Notes / [and] Spread Notes / [and] Volatility Bond Notes / [and] Previous Coupon Linked Notes / [and] Reserve Coupon Notes / [and] FX Performance Notes / [and] Dual Currency Notes]
<i>[specify date] (repeat as required)</i>	<i>[specify date] (repeat as required)</i>	<i>[specify] (repeat as required)</i>

(Insert the table below into paragraph 13(ii) of the Pro Forma Final Terms, as required)

Dual Currency Note Table	
Interest Payment Date(s)	Specified DC Valuation Date
<i>[specify date]</i> [adjusted in accordance with (<i>Specify Business Day Convention</i>)/ not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))]	<i>[specify date]</i>
<i>[specify date]</i> [adjusted in accordance with (<i>Specify Business Day Convention</i>)/ not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))] <i>(repeat as required)</i>	<i>[specify date] (repeat as required)</i>
[Optional Redemption Date(s)]	Specified DC Valuation Date
<i>[specify date]</i> [adjusted in accordance with (<i>Specify Business Day Convention</i>)/ not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))]	<i>[specify date]</i>
<i>[specify date]</i> [adjusted in accordance with (<i>Specify Business Day Convention</i>)/ not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))] <i>(repeat as required)</i>	<i>[specify date] (repeat as required)</i>
Maturity Date	Specified DC Valuation Date
<i>[specify date]</i> [adjusted in accordance with (<i>Specify Business Day Convention</i>)/ not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))]	<i>[specify date]</i>

(Insert the table below into paragraph 15(i) (Fixed Rate Note Provisions) of the Pro Forma Final Terms, as required)

[Interest Table]	
[Interest Payment Date(s)]	[Interest Amount/Broken Amount]
[●] [in each year] [adjusted in accordance with (<i>Specify Business Day Convention</i>)/ not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))]	[[●] per Calculation Amount]

(Insert the table below into paragraph 15(i)(A) (Fixed Rate Note Provisions) of the Pro Forma Final Terms, as required)

[Rate Table]			
[Interest Period End Date(s)] [Interest Payment Date(s)]	[Specified Fixed Rate(s)]	[Margin]¹⁵²	[Interest Participation Rate]¹⁵³ [Minimum/Maximum Interest Amount]¹⁵⁴
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [<i>specify Business Day Convention</i>]/not adjusted]] (<i>repeat as required</i>)	[●] per cent. per annum (<i>repeat as required</i>)	[Not Applicable / [+/-] [●] per cent. per annum] (<i>repeat as required</i>)	[●]/[Not Applicable] (<i>repeat as required</i>)

¹⁵² Delete if Margin is not applicable for all Interest Periods.

¹⁵³ Delete if Interest Participation Rate is not applicable for all Interest Periods.

¹⁵⁴ Insert for Range Accrual Notes where Minimum/Maximum Interest Amount is specified for any Interest Period/Interest Payment Date.

(Insert the table below into paragraph 15(i)(B) (Floating Rate Note Provisions) of the Pro Forma Final Terms if more than one Floating Interest Rate and Screen Rate Determination is applicable, as required)

[Reference Rate Table]				
Interest Period End Date(s)	Reference Rate	Page	[Relevant Financial Centre]¹⁵⁵ [Interest Determination Date(s)]¹⁵⁶	[Reference Banks]¹⁵⁷ [Specified Time]¹⁵⁸
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]] [(See General Condition 6(g) (Business Day Convention))]	[●] month [(the " Designated Maturity ") (include where Linear Interpolation is applicable)] [insert currency] [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)]	[●]	[●]	[●]

(Insert table below into paragraph 15(i)(B) (Floating Rate Note Provisions) of the Pro Forma Final Terms if more than one Floating Interest Rate and ISDA Determination is applicable, as required)

[Floating Rate Table]			
Interest Period End Date(s)	Floating Rate Option	Designated Maturity	Reset Date
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]] [(See General Condition 6(g) (Business Day Convention))]	[●]	[●]	[●] [First day of the relevant Interest Period]

¹⁵⁵ Insert if not specified in the Valuation and Settlement Conditions.

¹⁵⁶ Insert if not specified in the Valuation and Settlement Conditions.

¹⁵⁷ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.

¹⁵⁸ Insert if not specified in the Valuation and Settlement Conditions.

(Insert table below into paragraphs 15(i)(B) (Floating Rate Note Provisions), 15(i)(C) (Inflation Rate Note Provisions), 15(i)(D) (DIR Inflation Linked Note Provisions), 15(i)(E) (CMS Interest Linked Note Provisions) or 15(iii) (Inverse Floating Rate Note Provisions) of the Pro Forma Final Terms if there is more than one Margin, Interest Participation Rate or Minimum/Maximum Interest Rate (as applicable) for different Interest Periods, as required)

[Rate Table]				
[Interest Period End Date(s)] [Interest Payment Date(s)]	[Inverse Fixed Rate / Inverse Reference Rate / Specified Rate 1 / Specified Rate 2]¹⁵⁹	[Margin [(Inverse Floating Interest Rate)]¹⁶⁰	[Interest Participation Rate [(Inverse Floating Interest Rate)]¹⁶¹	[Minimum/Maximum Interest Rate]¹⁶² [Minimum/Maximum Reference Rate]¹⁶³ [Minimum/Maximum Interest Amount]¹⁶⁴
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[●] / [Not Applicable] (repeat as required)	[Not Applicable / [+/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[●] / [Not Applicable] (repeat as required)

(Insert table below into paragraph 15(i)(E) (CMS Interest Linked Note Provisions) of the Pro Forma Final Terms if "Worse of CMS Interest Rates" or "CMS Spread Interest Rate" is applicable and there is more than one Margin 1, Margin 2, Interest Participation Rate 1, Interest Participation Rate 2 or Minimum/Maximum Reference Rate (as applicable) in respect of CMS Reference Rate 1 and CMS Reference Rate 2 for different Interest Periods, as required)

[Rate Table]						
	CMS Reference Rate 1			CMS Reference Rate 2		
[Interest Period End Date(s)]	[Margin 1]¹⁶⁵	[Interest Participation Rate 1]¹⁶⁶	[Minimum/Maximum Reference Rate]¹⁶⁷	[Margin 2]¹⁶⁸	[Interest Participation Rate 2]¹⁶⁹	[Minimum/Maximum Reference Rate]¹⁷⁰
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[Not Applicable / [+/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[Not Applicable / [+/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[●] / [Not Applicable] (repeat as required)

(Insert table below into paragraphs 15(iii) (Inverse Floating Rate Note Provisions) or 15(iv) (Range Accrual Note Provisions) of the Pro Forma Final Terms if there is more than one Minimum/Maximum Reference Rate for different Interest Periods, as required)

Interest Period End	[reference rate][one[s]]¹⁷¹	[reference rate][two[s]]¹⁷³	[Specified Rate 2]¹⁷⁵

¹⁵⁹ Insert for Inverse Floating Rate Notes if different for each Interest Period/Interest Payment Date.

¹⁶⁰ Delete if Margin is not applicable for all Interest Periods.

¹⁶¹ Delete if Interest Participation Rate is not applicable for all Interest Periods.

¹⁶² Delete if Minimum/Maximum Interest Rate is not applicable for all Interest Periods.

¹⁶³ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

¹⁶⁴ Insert for Inflation Rate Notes or Range Accrual Notes if the Minimum/Maximum Interest Amount specified is different for each Interest Period/Interest Payment Date.

¹⁶⁵ Delete if Margin is not applicable for all Interest Periods.

¹⁶⁶ Delete if Interest Participation Rate is not applicable for all Interest Periods.

¹⁶⁷ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

¹⁶⁸ Delete if Margin is not applicable for all Interest Periods.

¹⁶⁹ Delete if Interest Participation Rate is not applicable for all Interest Periods.

¹⁷⁰ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

¹⁷¹ Insert for Range Accrual Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

Date(s)	[Inverse Reference Rate]¹⁷²	[Specified Rate 1]¹⁷⁴	
	[Minimum/Maximum Reference Rate]¹⁷⁶	[Minimum/Maximum Reference Rate]¹⁷⁷	[Minimum/Maximum Reference Rate]¹⁷⁸
<i>[insert date(s)] (repeat as required)</i>	<i>[●] / [Not Applicable] (repeat as required)</i>	<i>[●] / [Not Applicable] (repeat as required)</i>	<i>[●] / [Not Applicable] (repeat as required)</i>

(Insert the table below into paragraph 15(iv) (Range Accrual Note Provisions) of the Pro Forma Final Terms if the Interest Rate, the Barrier or the Upper Range and Lower Range is different for each Interest Period, as required)

[Range Accrual Table]			
[Interest Period End Date(s)]	[Reference Observation]* [Interest Rate]*	[Barrier] [Upper Range]	[Lower Range]
<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>

**insert additional columns for "Interest Rate" and "Reference Observation" for each Interest Period if different*

(insert table below into paragraph 15(iv) (Range Accrual Note Provisions) of the Pro Forma Final Terms if Dual Reference Observation is applicable, and if the Interest Rate, Barrier 1 and Barrier 2, or the Upper Range 1 and Lower Range 1, Upper Range 2 and Lower Range 2, as applicable, is different for each Interest Period, as required)

[Range Accrual Table]					
[Interest Period End Date(s)]	[Interest Rate]*	Accrual Condition 1		Accrual Condition 2	
		[Barrier 1] [Lower Range 1] [Reference Observation 1]*	[Upper Range 1]	[Barrier 2] [Lower Range 2] [Reference Observation 2]*	[Upper Range 2]
<i>[insert date(s)] (repeat as required)</i>		<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>

**insert additional columns for "Interest Rate", "Reference Observation 1" under the heading "Accrual Condition 1" and "Reference Observation 2" under the heading "Accrual Condition 2", for each Interest Period if different.*

(insert table below into paragraph 15(vii) (Spread Note Provisions) of the Pro Forma Final Terms if Relevant Spread Rate, or the Margin (Spread Interest Rate), Interest Participation Rate (Spread Interest Rate), Minimum Interest Rate and/or Maximum Interest Rate in respect of the Relevant Spread Rate for each Interest Period is different)

[Rate Table for Spread Note Provisions]			
[Interest Period End Date(s)]	[Relevant Spread Rate]¹⁷⁹	[Margin (Spread Interest Rate)]¹⁸⁰ [Interest Participation Rate]	[Minimum/Maximum Interest Rate]¹⁸²

¹⁷³ Insert for Range Accrual Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

¹⁷⁵ Insert for Inverse Floating Rate Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

¹⁷² Insert for Inverse Floating Rate Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

¹⁷⁴ Insert for Inverse Floating Rate Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

¹⁷⁶ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

¹⁷⁷ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

¹⁷⁸ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

¹⁷⁹ Insert if different for each Interest Period.

¹⁸⁰ Insert if Margin (Spread Interest Rate) is different for each Interest Period.

		(Spread Interest Rate) ¹⁸¹	
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[No] [Option One] / [Spread Cap] applicable	[Not Applicable / +/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)

(insert table below into paragraph 15(vii) (Spread Note Provisions) of the Pro Forma Final Terms if Spread Rate 1 Margin, Spread Rate 2 Margin, Spread Rate 1 Interest Participation Rate, Spread Rate 2 Interest Participation Rate, Minimum Reference Rate and/or Maximum Reference Rate for each Interest Period is different)

Interest Period End Date(s)	[Spread Rate 1]		[Spread Rate 2] [Spread Rate 3]*	
	[Spread Rate 1 Margin]	[Spread Rate 1 Interest Participation Rate] ¹⁸³ [Minimum/Maximum Reference Rate]*	[Spread Rate 2 Margin]* [Spread Rate 3 Margin]*	[Spread Rate 2 Interest Participation Rate] [Spread Rate 3 Interest Participation Rate] ¹⁸⁴ [Minimum/Maximum Reference Rate]*
[insert date(s)] (repeat as required)	+/- [specify] (repeat as required)	[specify] (repeat as required)	+/- [specify] (repeat as required)	[specify] (repeat as required)
*insert, if applicable, an additional column for "Spread Rate 3", and additional columns for "Spread Rate 3 Margin", "Spread Rate 3 Interest Participation Rate" and/or "Minimum/Maximum Reference Rate" if different for each Interest Period.				

¹⁸² Delete if Minimum/Maximum Interest Rate is not applicable for all Interest Periods.

¹⁸¹ Insert if Interest Participation Rate (Spread Interest Rate) is different for each Interest Period.

¹⁸³ Insert additional columns for Spread Rate 1 Interest Participation Rate or Spread Rate 2 Interest Participation Rate if different for each Interest Period.

¹⁸⁴ Insert additional columns for Spread Rate 1 Interest Participation Rate or Spread Rate 2 Interest Participation Rate if different for each Interest Period.

(insert table below into paragraph 15(ix) (Previous Coupon Linked Note Provisions) of the Pro Forma Final Terms if the Previous Coupon Reference Rate, Rate 1 and Rate 2 for each Interest Period or Interest Payment Date is different)

[Rate Table for Previous Coupon Linked Notes]				
Previous Coupon Linked Interest Rate				
[Interest Period End Date(s)] [Previous Coupon Linked Payment Date]	[Margin (Previous Coupon Linked Interest Rate)]¹⁸⁵ [Interest Participation Rate (Previous Coupon Linked Interest Rate)]¹⁸⁶	[Previous Coupon Reference Rate]	[Rate 1]¹⁸⁷ [Rate 2]¹⁸⁸	[Minimum / Maximum Interest Rate]¹⁸⁹
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[Not Applicable / [+/-] [●] per cent. per annum] (repeat as required)	Previous Coupon[, [plus/minus] [(i) Rate 1][, multiplied by Rate 1 Participation Rate] [, [plus/minus] (ii) Rate 2][, multiplied by Rate 2 Participation Rate] (repeat as required)	[●] / [Not Applicable] (repeat as required) [Relevant Swap Rate: [EUR/GBP/USD/Mid-Market] Swap Rate Designated Maturity: [●] [Relevant Financial Centre: [●]] Relevant Time: [●] Reference Currency: [●] Interest Determination Date(s): [●] Page: [●] Reference Banks: [●]] (insert if required)	[●] / [Not Applicable] (repeat as required)

(insert table below into paragraph 15(ix) (Previous Coupon Linked Note Provisions) of the Pro Forma Final Terms if the Rate 1 Participation Rate, Rate 2 Participation Rate, Minimum / Maximum Reference Rate for each Interest Period or Interest Payment Date is different)

[Rate Table for Previous Coupon Linked Notes]				
Previous Coupon Reference Rate				
[Interest Period End Date(s)] [Previous Coupon Linked Payment Date]	Rate 1		Rate 2	
	[Rate 1 Participation Rate]¹⁹⁰	[Minimum / Maximum Reference Rate]¹⁹¹	[Rate 2 Participation Rate]¹⁹²	[Minimum / Maximum Reference Rate]¹⁹³
[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)

(insert table below into paragraph 15(x) (Reserve Coupon Note Provisions) of the Pro Forma Final Terms if the Reserve Coupon Rate for each Interest Period or Interest Payment Date is different)

[Reserve Coupon Table for Reserve Coupon Notes]

¹⁸⁵ Delete if Margin is not applicable for all Interest Periods.

¹⁸⁶ Delete if Interest Participation Rate is not applicable for all Interest Periods.

¹⁸⁷ Delete if Rate 1 for a Previous Coupon Reference Rate is the same for all Interest Periods.

¹⁸⁸ Delete if Rate 2 for a Previous Coupon Reference Rate is the same for all Interest Periods.

¹⁸⁹ Delete if Minimum/Maximum Interest Rate is not applicable for all Interest Periods.

¹⁹⁰ Delete if Interest Participation Rate is not applicable for all Interest Periods.

¹⁹¹ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

¹⁹² Delete if Interest Participation Rate is not applicable for all Interest Periods.

¹⁹³ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

[Interest Period End Date(s)] [Interest Payment Date(s)]	Reserve Coupon
<i>[insert date(s)] (repeat as required)</i>	[●] per cent. per annum <i>(repeat as required)</i>

(insert table below into paragraph 15(xi) (FX Performance Note Provisions) of the Pro Forma Final Terms if the Reserve Coupon Rate for each Interest Period or Interest Payment Date is different)

[FX Performance Table for FX Performance Notes]					
[Interest Period End Date(s)] [Interest Payment Date(s)]	[FX Performance 1]	[FX Performance Valuation Date 1]	[FX Performance 2]	[FX Performance Valuation Date 2]	FX Performance Participation rate
<i>[insert date(s)] (repeat as required)</i>	[[●]] / FX Performance 1 shall be determined by reference to the Underlying specified in paragraph 13(ii) above / The rate determined as set out in paragraph 15(xi)(B) above <i>(repeat as required)</i>	[[●]] / Not Applicable <i>(repeat as required)</i>	[[●]] / FX Performance 2 shall be determined by reference to the Underlying specified in paragraph 13(ii) above / The rate determined as set out in paragraph 15(xi)(C) above <i>(repeat as required)</i>	[[●]] / Not Applicable <i>(repeat as required)</i>	[[●]] / Not Applicable <i>(repeat as required)</i>

PRO FORMA FINAL TERMS DRAFTING NOTES SCHEDULE 2

(Details of Reference Rate(s) (or Specified Rate(s) in the case of Inverse Floating Rate Notes) to be inserted into the Pro Forma Final Terms, as required)

[Reference Rate [One(s)]/Specified Rate [One] *(insert for Inverse Floating Rate Notes)*:] [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate]

(insert if any Reference Rate is a Fixed Interest Rate) [Specified Fixed Rate: *(delete if not applicable)*] [●] per cent. per annum

[Margin (for the Specified Fixed Rate):] [●] *(delete if not applicable)*

[Interest Participation Rate (for the Specified Fixed Rate):] *(delete if not applicable)* [●]

(insert if any Reference Rate is a Floating Interest Rate) [Manner in which the Floating Interest Rate(s) is/are to be determined:] [Screen Rate Determination / ISDA Determination] applies

(insert if any Reference Rate is a Floating Interest Rate and Screen Rate Determination is applicable) [Screen Rate Determination:] [Applicable/Not Applicable]

- [Reference Rate:] [*insert currency*] [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)] *(if more than one interest rate, specify Interest Period End Dates to which each interest rate applies by inserting a Reference Rate Table, the form of which is set out in Drafting Notes Schedule 1)*
- Designated Maturity: [●] month[s] [(the Designated Maturity) *(include where Linear Interpolation is applicable)*] [Not Applicable]
- Specified Time: [●][As specified in Valuation and Settlement Condition 3.8 *(Definitions)*][Not Applicable]
- Relevant Financial Centre: [●][As specified in Valuation and Settlement Condition 3.8 *(Definitions)*][Not Applicable]
- Interest Determination Date(s): [Daily/Periodic] Rate Determination is applicable:
 [(Specify e.g. any relevant Valuation Date(s))/(specify)] day on which commercial banks are open for business (including dealing in foreign exchange and foreign currency deposits) in [(specify)] prior to the start of each Interest Period/First day of each Interest Period/[(specify)] day on which the TARGET2 System is open prior to the start of each Interest Period [As specified in Valuation and Settlement Condition 3.8 *(Definitions)*]

- Page: [●]
 - Reference Banks: [●][As specified in Valuation and Settlement Condition 3.8 (*Definitions*)]
 - [Margin (for the Screen Rate):] (*delete if not applicable*) [●]
 - [Interest Participation Rate (for the Screen Rate):] (*delete if not applicable*) [●]
- (*insert if any Reference Rate is a Floating Interest Rate and ISDA Determination is applicable*) [ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●][First day of the relevant Interest Period]]
 - [Margin (for the ISDA Rate):] (*delete if not applicable*) [●]
 - [Interest Participation Rate (for the ISDA Rate):] (*delete if not applicable*) [●]
- (*insert if Reference Rate is a CMS Interest Rate*) [CMS Interest Rate: [Single CMS Interest Rate/Worse of CMS Interest Rates/CMS Spread Interest Rate]
- | | | |
|--|--|---|
| | <p>["CMS Reference Rate 1"] (<i>If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert heading "CMS Reference Rate 1"</i>)</p> | <p>["CMS Reference Rate 2"] (<i>If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert this column</i>)</p> |
|--|--|---|
- Relevant Swap Rate: [EUR/GBP/USD/ Mid-Market] Swap Rate [EUR/GBP/USD/ Mid-Market] Swap Rate
 - Designated Maturity: [●][month[s]/year[s]] [●][month[s]/year[s]]
 - [Relevant Financial Centre:] (*Insert if Relevant Swap Rate is Mid-Market Swap Rate*) [●] [●]
 - Relevant Time: [●] [●]
 - Reference Currency: [●] [●]
 - Interest Determination Date(s): [[Daily/Periodic] Rate is applicable: [●]][●] [[Daily/Periodic] Rate is applicable: [●]][●]
 - Page: [●] [●]

- Reference Banks: [●][As specified in Valuation and Settlement Condition 3.2(b)(iv) (*CMS Reference Rate Fallback Provisions*)] [●][As specified in Valuation and Settlement Condition 3.2(b)(iv) (*CMS Reference Rate Fallback Provisions*)]
 - (insert if any Reference Rate is subject to a Minimum Reference Rate) [Minimum Reference Rate]: [●] [Not Applicable] [●] [Not Applicable]
 - (insert if any Reference Rate is subject to a Maximum Reference Rate) [Maximum Reference Rate]: [●] [Not Applicable] [●] [Not Applicable]
 - Margin [1] (for CMS Reference Rate [1]): [Not Applicable/[+/-][●] per cent. per annum] (*specify each Margin [1] if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)

(*If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph*)
 - [Margin 2 (for CMS Reference Rate 2):] [Not Applicable/[+/-][●] per cent. per annum] (*specify each Margin 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
 - Interest Participation Rate [1] (for CMS Reference Rate [1]): [●]/[Not Applicable]

(*specify each Interest Participation Rate [1] if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)

(*If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph*)
 - Interest Participation Rate 2 (for CMS Reference Rate 2): [●]/[Not Applicable]

(*specify each Interest Participation Rate 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- [Reference Rate [One(s)/Two(s)] /Specified Rate Two (*insert for Inverse Floating Rate Notes*):] [Fixed Interest Rate/ Floating Interest Rate/CMS Interest Rate] (*repeat above details as required for Reference Rate Two or if there is more than one Reference Rate Ones, or Specified Rate Two for Inverse Floating Rate Notes*)

[SCHEDULE TO FINAL TERMS]

(Insert as a Schedule to the Final Terms as required)

<i>(Insert if Reference Observation (or if Dual Reference Observation is applicable, Reference Observation 1 and Reference Observation 2) is different for each Interest Period)</i>				
[Reference Observation Table]				
Reference Observation [1] [2]*				
Reference Rate [One[s]] <i>(repeat as required if more than one Reference Rate One)</i>				
Interest Period End Date(s)	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ¹⁹⁴ [Reset Date] [Interest Determination Date(s)] ¹⁹⁵	[Reference Banks] ¹⁹⁶ [Specified Time/Relevant Time] ¹⁹⁷
[Interest Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]] (See General Condition 6(g) (Business Day Convention))	[Specified Fixed Rate: [●] % per annum] [Reference Rate: [●] month[s] [(the Designated Maturity) (include where Linear Interpolation is applicable)] [insert currency] [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)]] [Floating Rate Option: [●]] month[s] (the Designated Maturity) [●]] [Relevant Swap Rate: [month[s]/year[s]] (the Designated Maturity) [EUR/GBP/USD/Mid-Market] Swap Rate Reference Currency: [●]]	[●]	[●]	[●]

¹⁹⁴ Insert if not specified in the Valuation and Settlement Conditions.

¹⁹⁵ Insert if not specified in the Valuation and Settlement Conditions.

¹⁹⁶ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.

¹⁹⁷ Insert if not specified in the Valuation and Settlement Conditions.

	[Reference Rate Ones]			
	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ¹⁹⁸ [Reset Date] [Interest Determination Date(s)] ¹⁹⁹	[Reference Banks] ²⁰⁰ [Specified Time/Relevant Time] ²⁰¹
	[Reference Rate Two[s]] <i>(repeat as required if more than one Reference Rate Two)</i>			
	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ²⁰² [Reset Date] [Interest Determination Date(s)] ²⁰³	[Reference Banks] ²⁰⁴ [Specified Time/Relevant Time] ²⁰⁵
	[Reference Rate Two[s]]			
	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ²⁰⁶ [Reset Date] [Interest Determination Date(s)] ²⁰⁷	[Reference Banks] ²⁰⁸ [Specified Time/Relevant Time] ²⁰⁹

* Insert additional columns for Reference Observation 2 if different for each Interest Period

¹⁹⁸ Insert if not specified in the Valuation and Settlement Conditions.
¹⁹⁹ Insert if not specified in the Valuation and Settlement Conditions.
²⁰⁰ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.
²⁰¹ Insert if not specified in the Valuation and Settlement Conditions.
²⁰² Insert if not specified in the Valuation and Settlement Conditions.
²⁰³ Insert if not specified in the Valuation and Settlement Conditions.
²⁰⁴ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.
²⁰⁵ Insert if not specified in the Valuation and Settlement Conditions.
²⁰⁶ Insert if not specified in the Valuation and Settlement Conditions.
²⁰⁷ Insert if not specified in the Valuation and Settlement Conditions.
²⁰⁸ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.
²⁰⁹ Insert if not specified in the Valuation and Settlement Conditions.

[ANNEX]

SUMMARY OF THE NOTES

(insert completed Summary for the Notes where the denomination of the Notes is less than EUR100,000)

SCHEDULE 6

AMENDMENTS TO THE PRO FORMA PRICING SUPPLEMENT

The Pro Forma Pricing Supplement set out in Section F.4 on pages 470 to 535 of the Rates Base Prospectus is amended as follows:

PRO FORMA PRICING SUPPLEMENT

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – 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 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 ("**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC (the "**Insurance Mediation 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 Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (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.]²¹⁰

Pricing Supplement dated [●]

[Citigroup Inc./Citigroup Global Markets Holdings Inc./Citigroup Global Markets Funding Luxembourg S.C.A.]²¹¹

Issue of [*Specify Aggregate Principal Amount of Tranche/(specify aggregate number of Units of Tranche) Units of (specify principal amount of each Unit)*] [*Title of Notes*]

[Guaranteed by Citigroup Inc.]²¹²

[Guaranteed by Citigroup Global Markets Limited]²¹³

Under the U.S.\$30,000,000,000 Global Medium Term Note Programme

[The Notes are intended to qualify as eligible debt securities for purposes of the Federal Reserve's total loss-absorbing capacity ("TLAC") rule. As a result, in the event of a Citigroup Inc. bankruptcy, Citigroup Inc.'s losses and any losses incurred by its subsidiaries would be imposed first on Citigroup Inc.'s shareholders and then on its unsecured creditors, including the holders of the Notes. Further, in a bankruptcy proceeding of Citigroup Inc., any value realised by holders of the Notes may not be sufficient to repay the amounts owed on the Notes. For more information about the consequences of TLAC on the notes, you should refer to the risk factor entitled "Citi Resolution Plan (CSA, etc.) in relation to Notes issued by Citigroup Inc." in the Citigroup Inc. Rates Base Prospectus.]

[The Notes do not constitute a participation in a collective investment scheme in the meaning of the Federal Act on Collective Investment Schemes and are not licensed by the Swiss Financial Market Supervisory Authority (FINMA) thereunder. Accordingly, neither the Notes nor holders of the Notes benefit from protection under the Federal Act on Collective Investment Schemes or supervision by the Swiss Financial Market Supervisory Authority (FINMA) and investors are exposed to the credit risk of the Issuer [and the CGMHI Guarantor]²¹⁴ [and the CGMFL Guarantor]^{68, 215}.]

No prospectus is required in accordance with the Prospectus Directive (as defined below) in relation to Notes which are the subject of this Pricing Supplement.

The Base Listing Particulars referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Notes in any Member State of the EEA which has implemented the Prospectus

²¹⁰ Legend to be included on front of the Pricing Supplement (i) for offers concluded on or after 1 January 2018 if the Notes potentially constitute "packaged" products or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable" (ii) for offers concluded before 1 January 2018 at the option of the parties.

^{211,212} Delete as applicable

²¹² Delete where the Issuer is Citigroup Inc. or CGMFL

²¹³ Delete where the Issuer is Citigroup Inc. or CGMHI

²¹⁴ Delete where the Issuer is Citigroup Inc. or CGMFL

²¹⁵ Include this legend where the Notes are offered in Switzerland

Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. None of the Issuer[, the CGMHI Guarantor]⁶⁹ [the CGMFL Guarantor]⁶⁸ and any Dealer has authorised, nor does any of them authorise, the making of any offer of Notes in any other circumstances.

For the purpose hereof, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended (including by Directive 2010/73/EU), and includes any relevant implementing measures in the Relevant Member State.

The Notes [and the CGMHI Deed of Guarantee]² [and the CGMFL Deed of Guarantee]³ have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or any state securities law. [The Notes [and the CGMHI Deed of Guarantee]² [and the CGMFL Deed of Guarantee]⁶⁸ are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act ("**Regulation S**") and may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person (as defined in Regulation S) Each purchaser of the Notes or any beneficial interest therein will be deemed to have represented and agreed that it is outside the United States and is not a U.S. person and will not sell, pledge or otherwise transfer the Notes or any beneficial interest therein at any time within the United States or to, or for the account or benefit of, a U.S. person, other than the Issuer or any affiliate thereof.]²¹⁶ [The Notes are being offered and sold solely to "qualified institutional buyers" ("**QIBs**") in reliance on the exemption from registration under the Securities Act provided by Rule 144A thereunder ("**Rule 144A**"). Each purchaser of the Notes or any beneficial interest therein will be deemed to have represented and agreed that it and each account for which it is purchasing (or holding) Notes is a QIB and that it will not sell, pledge or otherwise transfer the Notes or any beneficial interest therein at any time to any person other than (a) the Issuer or any affiliate thereof or (b) a person it reasonably believes to be a QIB purchasing the Notes for its own account or for the account of one or more QIBs in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of any State of the United States and any other jurisdiction.]²¹⁷ The Notes [and the CGMHI Deed of Guarantee]⁶⁹ [and the CGMFL Deed of Guarantee]⁶⁸ 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 United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended. For a description of certain restrictions on offers and sales of Notes, see "*General Information relating to the Programme and the Notes - Subscription and Sale and Transfer and Selling Restrictions*" in the Base Listing Particulars.

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 plan subject to any laws, rules or regulations substantially similar to Title I of ERISA or Section 4975 of the Code.

PART A – CONTRACTUAL TERMS

[The Notes are [English/New York] Law Notes[that are also [Swedish Notes [(and therefore the Issuer shall have the right to obtain extracts from the register of creditors (*Sw.skuldbok*) from Euroclear Sweden)] [and] [Finnish Notes [(and therefore the Issuer shall, subject to regulations of Euroclear Finland and applicable laws, be entitled to acquire from Euroclear Finland a list of the holders of Finnish Notes, PROVIDED THAT it is technically possible for Euroclear Finland to maintain such a list)].]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the section[s] entitled ["*Terms and Conditions of the Notes*", the Valuation and Settlement Schedule and the Underlying Schedule[s] applicable to [the/each] Underlying] in the Base Listing Particulars [and the Supplement[s].

²¹⁶ Include for Notes offered in reliance on Regulation S

²¹⁷ Include for the Notes offered in reliance on Rule 144A

This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Base Listing Particulars [as so supplemented]. Full information on the Issuer[, the CGMHI Guarantor]²¹⁸ [the CGMFL Guarantor]²¹⁹ and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars [as so supplemented].

The Base Listing Particulars [and the Supplement[s]] [is] [are] available for viewing at the offices of the Paying Agents and on the website of Euronext Dublin (www.ise.ie). [In addition, this Pricing Supplement is available [(specify)]]].

[Use this paragraph if the Base Listing Particulars has not been supplemented: For the purposes hereof, "Base Listing Particulars" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Listing Particulars in relation to the Programme dated 15 December 2017.]

[Use this paragraph if the Base Listing Particulars has been supplemented: For the purposes hereof, "Base Listing Particulars" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Listing Particulars relating to the Programme dated 15 December 2017, as supplemented by a Supplement (No. [●]) dated [●] ([the] "Supplement [No. [●]]")[, a Supplement (No. [●]) dated [●] ([the] "Supplement [No. [●]]") [and a Supplement (No. [●]) dated [●] ("Supplement No. [●]" and, together with [Supplement No. [●]] [and Supplement No. [●],] the "Supplements")].]

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Listing Particulars with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth under the section[s] entitled "*Terms and Conditions of the Notes*", [and the Underlying Schedule[s] applicable to [the/each] Underlying] in the Base Listing Particulars [as supplemented by the Supplement[s]].

This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Current Base Listing Particulars [and the Supplement[s] thereto, save in respect of the Conditions which are extracted from the Base Listing Particulars [as supplemented by the Supplement[s] thereto] and are incorporated by reference into the Current Base Listing Particulars. Full information on the Issuer[, the CGMFL Guarantor]²²⁰ and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars [and the Supplement[s] thereto] and the Current Base Listing Particulars [and the Supplement[s] thereto].

The Base Listing Particulars [and the Supplement[s] to the Base Listing Particulars and the Current Base Listing Particulars [and the Supplement[s] to the Current Base Listing are available for viewing at the offices of the Paying Agents and on the website of Euronext Dublin (www.ise.ie). In addition, this Pricing Supplement is available [(specify)]]].

[Use this paragraph if the Conditions have not been amended by way of a Supplement to the Base Listing Particulars: For the purposes hereof, "Base Listing Particulars" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Listing Particulars relating to the Programme dated [●].]

[Use this paragraph if the Conditions have been amended by way of a Supplement to the Base Listing Particulars: For the purposes hereof, "Base Listing Particulars" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Listing Particulars relating to the Programme dated [●], as supplemented by a Supplement (No. [●]) dated [●] ([the] "Supplement [to the Base Listing Particulars] [No. [●]]") [and a "Supplement (No. [●])" dated [●] ("Supplement No. [●]" and, together with Supplement No. [●], the "Supplements to the Base Listing Particulars")].]

[Use this paragraph if the Current Base Listing Particulars has not been supplemented: For the purposes hereof, "Current Base Listing Particulars" means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Listing Particulars relating to the Programme dated 15 December 2017.]

[Use this paragraph if the Current Base Listing Particulars has been supplemented: For the purposes hereof, Current Base Listing Particulars means the [Citigroup Inc./CGMHI/CGMFL] Rates Base Listing Particulars relating to the Programme dated 15 December 2017, as supplemented by a Supplement (No. [●]) dated [●]

²¹⁸ Delete where the Issuer is Citigroup Inc. or CGMFL

²¹⁹ Delete where the Issuer is Citigroup Inc. or CGMHI

²²⁰ Delete where the Issuer is Citigroup Inc. or CGMHI

[[the] "**Supplement [to the Current Base Listing Particulars] [No. [●]]**") [and a Supplement (No. [●]) dated [●] ("**Supplement No. [●]**" and, together with Supplement No. [●], the "**Supplements to the Current Base Listing Particulars**")].]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub paragraphs. Italics denote guidance for completing the Pricing Supplement.]

1. (i) Issuer: [Citigroup Inc./Citigroup Global Markets Holdings Inc./Citigroup Global Markets Funding Luxembourg S.C.A.]⁷
- (ii) Guarantor: [Citigroup Inc./Citigroup Global Markets Limited/Not Applicable]
*(N.B. Only Notes issued by Citigroup Global Markets Holdings Inc. are guaranteed by Citigroup Inc.
Only Notes issued by Citigroup Global Markets Funding Luxembourg S.C.A. are guaranteed by Citigroup Global Markets Limited.)*
2. (i) Series Number: [●]
- (ii) Tranche Number: [●]
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)
- (iii) Date on which the Notes will be consolidated and form a single Series: [Not Applicable] [The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [●] / [the Issue Date]]
3. Specified Currency or Currencies: [specify currency]
[The Notes are Dual Currency Notes. Specified Currency means:
(a) in respect of the Specified Denomination and the Calculation Amount (the "**Denomination Currency**")]: [●]
(b) in respect of payments (the "**Relevant Currency**")]: [●]]
4. Aggregate Principal Amount:
 - (i) Series: [●] [Units (each Unit being [●] in principal amount of the Notes)]
 - (ii) Tranche: [●] [Units (each Unit being [●] in principal amount of the Notes)]

[The Notes are issued in Units. Accordingly, references herein to Units shall be deemed to be references to [●] in principal amount of the Notes and all references in the Conditions to payments being made in respect of a Calculation Amount shall be construed to such payments being made in respect of a Unit]

5. Issue Price: [●] per cent. of the Aggregate Principal Amount [plus accrued interest from *[insert date]*] (*insert for fungible issues, if applicable*) [converted into the Relevant Currency at the Initial FX Rate, being *[specify in Relevant Currency]* in respect of the Aggregate Principal Amount. **Initial FX Rate** means [●]]
6. (i) Specified Denominations: [●] [Unit]
- (in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*
- (In respect of Swedish Notes and Finnish Notes, there shall be one denomination only)*
- (ii) Calculation Amount: [●] [Unit]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. N.B. There must be a common factor in the case of two or more Specified Denominations)*
7. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [*specify*]/As set out in the table at paragraph 10 below/Issue Date/Not Applicable]
- (Where there is more than one interest basis then the Interest Commencement Date for each interest basis should be specified by inserting the Interest Basis Table at paragraph 10, the form of which is in Drafting Notes Schedule 1)*
8. Maturity Date: [*specify date*][, subject to adjustment in accordance with the [Modified][Preceding][Following] Business Day Convention] [Interest Payment Date falling in or nearest to [●]]
9. Type of Notes: [Fixed Rate Notes/Floating Rate Notes/Inflation Rate Notes/DIR Inflation Linked Notes/CMS Interest Linked Notes/Inverse Floating Rate Notes/Range Accrual Notes/Digital [Band] Notes/Spread Notes/Volatility Bond Notes/Previous Coupon Linked Notes/and Reserve Coupon Notes/and FX Performance Notes] [The Notes are Zero Coupon Notes and do not bear or pay any interest] [The Notes are Credit Linked Interest Notes] [The Notes are [also] Dual Currency Notes] [As set out in the table at paragraph 10 below]
- (The Notes may be one or more of the types described above and as further set out below.)*
10. Automatic Change of Interest Basis: [Applicable]: As set out in the table below (*specify the Interest Commencement Date, Interest Period End Date(s) and/or Interest Payment Date(s) and Type of Notes by inserting the Interest Basis Table, the form of which is in Drafting Notes Schedule*

- 1)]/[Describe changes] /Not Applicable]
11. Put/Call Options Issuer Call [as specified in item 17(i) below]
 [Investor Put as specified in item 17(ii) below]
 [Not Applicable]
12. (i) Status of the Notes: Senior
 Status of the CGMHI Deed of [Senior][Not Applicable]
 Guarantee: (Specify "Not Applicable" for Notes issued by
 Citigroup Inc. or CGMFL)
- (ii) Status of the CGMFL Deed of [Senior][Not Applicable]
 Guarantee: (Specify "Not Applicable" for Notes issued by
 Citigroup Inc. or CGMHI)

PROVISIONS RELATING TO UNDERLYING LINKED NOTES

13. Provisions applicable to Underlying Linked Notes: [Applicable – the provisions in the Valuation and Settlement Schedule apply (subject as provided in any relevant Underlying Schedule)/the Credit Linked Interest Conditions apply (as set out in *Underlying Schedule 3 (Credit Linked Interest Conditions)*)] [Not Applicable]
 (the following information may be tabulated if there is more than one Underlying) [If not applicable, delete the remaining sub-paragraphs of this paragraph]
- (i) Underlying: [specify]
- (A) Description of Underlying(s) [specify each Underlying/Reference Entity (for Credit Linked Interest Notes)]
- (B) Classification: [Inflation Index (this applies for both Inflation Rate Notes and DIR Inflation Linked Notes)]/[Rate (this would normally only apply for Range Accrual Notes and can otherwise be deleted)] [Reference Entity (this applies only for Credit Linked Interest Notes)] [FX Rate (EMTA Provisions: [Applicable]/[Not Applicable]) (this applies only for FX Performance Notes and Dual Currency Notes)] (specify for each Underlying/Reference Entity)
- (C) Electronic Page: [●] (specify for each Underlying/Reference Entity)
- (ii) Particulars in respect of each Underlying: (Delete the sub-paragraphs which are not applicable)
 [Inflation Index/Indices: (specify for each Inflation Index)]
- (A) Fallback Bond: [Applicable: The definition set out in Inflation Index Condition 1 (Definitions) shall apply/[specify]] [Not Applicable]

- (B) Revision of Level of Inflation Index: [Revision/No Revision]
- (NB: If neither "Revision" nor "No Revision" is specified, "No Revision" will be deemed to apply)*
- [Rate(s): *(Specify for each Rate, and the following information may be tabulated if there is more than one Rate)*
- (A) Valuation Time: [(specify)]
- (B) Scheduled Trading Day: [A Business Day][A day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in [●] (specify each)] [A day on which the TARGET2 System is open] [A U.S. Government Securities Business Day]
- (This would normally only apply for certain Range Accrual Notes and can otherwise be deleted)*
- [Reference Entity: *(specify for each Reference Entity)*
- Reference Obligation(s): [●] (specify each)
- I. The obligation[s] identified as follows:
- Primary Obligor: [●]
 - Guarantor: [●]
 - Maturity: [●]
 - Coupon: [●]
 - CUSIP/ISIN: [●]
- [FX Rate where EMTA Provisions are Not Applicable: *(Specify for each FX Rate and each Exchange Rate comprising such FX Rate)*
- (A) FX Rate: "cross-rate/formula": [Applicable/Not Applicable]
- [The FX Rate is [[the inverse of] [●]] / [the product of [●] and [●]] / [the quotient of [●] (as numerator) and [●] (as denominator)]] *(delete or combine as applicable)*
- (B) Exchange Rate:
- Base Currency: [●]
 - Quote Currency: [●]
 - Valuation Time: [●]
- (C) [Event Currency /Currencies: *[Specify if different to the FX Rate Conditions]*
- (NB: only required if "General Inconvertibility", "General Non-Transferability", "Material Change in Circumstances", "Nationalisation", "Specific Inconvertibility" or "Specific Non-Transferability"*

are specified as Currency Disruption Events below)]

- (D) Specified Financial Centres: [●]
- (E) Dual Currency Note Provisions: [Not Applicable]
[Applicable. The Dual Currency Exchange Rate is [specify FX Rate] and for which purpose the Specified DC Valuation Date(s) shall be [[●]/[specify days] prior to (but excluding) each day on which payment is scheduled to be made under the Notes/as set out in the Dual Currency Note Table] (specify each DC Valuation Date, if different, by inserting a Dual Currency Note Table, the form of which is in Drafting Notes Schedule 1)]
- (F) FX Performance Notes: [Not Applicable]
[[FX Performance [1/2] shall be determined by reference to [specify FX Rate]] (repeat as necessary)]
[FX Rate where EMTA Provisions are Applicable: (Specify for each FX Rate and each Exchange Rate comprising such FX Rate)]
- (A) FX Rate Source: [●]
- (B) Valuation Time: (specify in respect of the Primary Rate and any fallback rates)
[●] in respect of the Primary Rate
[[●] in respect of the First Fallback Reference Price]
[[●] in respect of the Second Fallback Reference Price]
- (C) Reference Currency: [●]
- (D) Settlement Currency: [●]
- (E) Reference Currency Business Centre(s): [●]
- (F) Settlement Currency Business Centre(s): [●]
- (G) Number of Settlement Business Days: [●] [Settlement Currency Business Days]
- (H) Maximum Days of Postponement: [●] consecutive calendar days
- (I) Dual Currency Note Provisions: [Not Applicable]
[Applicable. The Dual Currency Exchange Rate is [specify FX Rate] and for which purpose the Specified DC Valuation Date(s) shall be [[●]/[specify days] prior to (but excluding) each day on which payment is scheduled to be made under the Notes/as set out in the Dual Currency Note Table] (specify each DC Valuation Date, if different, by inserting a Dual Currency Note Table, the form of which is in

Drafting Notes Schedule 1)

[The Number of Postponement Days is [●]]

(J) FX Performance Notes: [Not Applicable]

[[FX Performance [1/2] shall be determined by reference to [specify FX Rate]] (repeat as necessary)

[The Number of Postponement Days is [●]]

(iii) Elections in respect of each type of Underlying: *(Delete the sub-paragraphs which are not applicable)*

(the following information may be tabulated)

[Inflation Index/Indices:

(A) Reference Month(s): [In respect of a Valuation Date [(specify)]]

(B) Manifest Error Cut-off Date: [[2 Business Days prior to the [relevant] Payment Date/specify]

(NB: If no Manifest Error Cut-off Date is specified, the cut-off date will be 2 Business Days prior to any relevant Payment Date)

(C) Revision Cut-off Date [[2 Business Days prior to the [relevant] Payment Date/specify]

(NB: If no Revision Cut-off Date is specified, the cut-off date will be 2 Business Days prior to any relevant Payment Date)

[Rate/Rates:

(A) ISDA Fallback Determination: [Applicable/Not Applicable]

(if Not Applicable, the following provisions are Not Applicable)

I. Floating Rate Option: [(specify)/Not Applicable]

II. Designated Maturity: [(specify)/Not Applicable]

(B) Correction Provisions: [Applicable/Not Applicable]

[Reference Entity: [Applicable/Not Applicable]

(if Not Applicable, the following provisions are Not Applicable)

(A) Credit Events: [Applicable/Not Applicable]

(select all that are applicable from the following)

[Bankruptcy]

[Failure to Pay]

[Grace Period Extension [Applicable/Not Applicable]

[If Applicable:

Grace Period: [●]

[Governmental Intervention]

[Obligation Default]

[Obligation Acceleration]

[Repudiation/Moratorium]

[Restructuring]

Provisions relating to Multiple Holder Obligation:

Credit Linked Interest Condition 3(f) (*Provisions relating to Multiple Holder Obligation*)

[Applicable/Not Applicable]

(B) Succession Event Backstop Date: [Applicable/Not Applicable]

(C) All Guarantees: [Applicable/Not Applicable]

(D) [Transaction Type: Specify or Not Applicable *[If specified, delete the remaining sub-paragraphs of this paragraph]*

(a) Calculation Agent City: [●]

(b) [Default Requirement: [●]]

(c) [Payment Requirement: [●]]

(d) [Credit Event Backstop Date: [Applicable/Not Applicable]

(e) [Conditions Settlement: to Notice of Publicly Available Information

[Applicable/Not Applicable]

[If Applicable:

Public Source(s): [●]

Specified Number: [●]]]

(f) Obligation(s):

I. Obligation Category: [Payment]

[Borrowed Money]

[Reference Obligations Only]

[Bond]

[Loan]

[Bond or Loan]

(select one only)

- II. Obligation Characteristics: [Not Subordinated]
 [Specified Currency:
 [●] [Standard Specified Currencies]]
 [Not Sovereign Lender]
 [Not Domestic Currency:]
 [Domestic Currency means: [●]]
 [Not Domestic Law]
 [Listed]
 [Not Domestic Insurance]
(select all of which apply)
- III. Additional Obligation(s): [●] [Reference Assets]]
- (g) [Excluded Obligation(s): [●]]
- [FX Rate where EMTA Provisions are Not Applicable:
- (A) Currency Disruption Event(s): [Dual Exchange Rate]
 [General Inconvertibility]
 [General Non-Transferability]
 [Governmental Authority Default]
 [Illiquidity]
 [Material Change in Circumstances]
 [Nationalisation]
 [Price Materiality – for which purpose:
 Primary Rate: [The FX Rate/[●]]
 Secondary Rate: [The First Fallback
 Reference Rate [and the Second Fallback
 Reference Rate]]/[●]]
 Price Materiality Percentage: [●] per cent.]
 [Specific Inconvertibility]
 [Specific Non-Transferability]
*(Specify the Currency Disruption Events which apply
 (if any) and the related definitions)*
- (B) Settlement Disruption: [Applicable/Not Applicable]]
- [FX Rate(s) where EMTA Provisions are Applicable:
- (A) Disruption Events: [Price Source Disruption]

- [Price Materiality. For which purpose:
Primary Rate: [The FX Rate/[●]]
Secondary Rate: [The First Fallback Reference Rate [and the Second Fallback Reference Rate]]/[●]]
Price Materiality Percentage: [[●]] per cent.]
- (B) Disruption Fallbacks: The following Disruption Fallbacks apply in the following order:
- [First Fallback Reference Price. For the purposes of the related First Fallback Reference Rate:
- First Fallback Reference Rate: [●]
First Fallback Rate Source: [●]
First Fallback Valuation Time: [●]
First Fallback Electronic Page: [●]
- [Valuation Postponement]
- [Second Fallback Reference Price. For the purposes of the related Second Fallback Reference Rate:
- Second Fallback Reference Rate: [●]
Second Fallback Rate Source: [●]
Second Fallback Valuation Time: [●]
Second Fallback Electronic Page: [●]
- [Calculation Agent Determination]]
- (Specify relevant fallbacks for each FX Rate and the order in which they apply)*
- (C) Correction Provisions: [Applicable/Not Applicable] *(Specify for each FX Rate where different)*
- (D) Settlement Disruption: [Applicable [- See paragraph 15(ii) below]/Not Applicable]]
- (iv) Underlying Valuation Provisions: [Applicable/Not Applicable]
- (If Not Applicable or the provisions are set out elsewhere, delete the remaining sub-paragraphs of this paragraph)*
- (A) Valuation Disruption (Scheduled Trading Days): [Move in Block/Value What You Can/Not Applicable] [The provisions of Valuation and Settlement Condition 2(c)(i) *(Adjustments to Valuation Dates (Scheduled Trading Days))* apply/do not apply.]
- (B) Valuation Disruption (Disrupted Days): [Move in Block/Value What You Can/Not Applicable] [The provisions of Valuation and Settlement Condition 2(d)(i) *(Adjustments to Valuation Dates (Disrupted Days and Underlying Closing Levels))* apply]

- (C) Valuation Roll: [●]/[Eight] [Not Applicable]
- (v) Trade Date: [●]

PROVISIONS RELATING TO CREDIT LINKED INTEREST NOTES

14. Credit Linked Interest Notes Provisions: [Applicable – the Notes are Credit Linked Interest Notes and the provisions in *Underlying Schedule 3 (Credit Linked Interest Conditions)* apply][Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [For the avoidance of doubt, following the occurrence of a Credit Event Determination Date (as specified in *Underlying Schedule 3 (Credit Linked Interest Conditions)*), no interest will be payable on the Credit Linked Interest Notes for the period from and including the Interest Payment Date immediately preceding the Credit Event Determination Date to but excluding the Maturity Date]

PROVISIONS RELATING TO ANY INTEREST AMOUNT

15. Interest Provisions [Applicable/Not Applicable – the Notes do not bear or pay interest]
- [Payment of interest is also subject to the "Provisions relating to Credit Linked Interest Notes" as specified in items 13 and 14 above]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) (A) Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- Interest Rate[s]: [[●] per cent. per annum/Fixed Interest Rate (*specify Fixed Interest Rate if Accrual is applicable*)]
- Specified Fixed Rate[s]: [[●] per cent. per annum] [As set out in the Rate Table] (*specify each Specified Fixed Rate if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*) [Not Applicable]
- Interest Amount[s]: [[●]per Calculation Amount] [As set out in the Interest Table] (*specify each Interest Amount if more than one by inserting an Interest Table, the form of which is in Drafting Notes Schedule 1*) [As specified in Valuation and Settlement Condition 3.1(b) (*Accrual applicable to Fixed Rate Notes*)] [, subject as provided in Valuation and Settlement Condition 15 (*Dual Currency Notes*)]
- Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on][●]] [As set out in the Interest Table] (*specify each Broken Amount if more than one by inserting an Interest Table, the form of which is in Drafting Notes Schedule 1*) [, subject as

provided in Valuation and Settlement Condition 15
(Dual Currency Notes)] [Not Applicable]

Interest Payment Date(s) to which the Fixed Rate Note Provisions apply:

[[●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [As set out in paragraph 15(iv) below]

[As set out in the Interest Table]

(if more than one fixed interest amount and/or broken amount, specify Interest Payment Dates to which each fixed rate applies by inserting an Interest Table, the form of which is in Drafting Notes Schedule 1)

[EITHER:

I. Accrual: Not Applicable

[OR:

I. Accrual: Applicable

II. Range Accrual Note Provisions: [Applicable: see paragraph 15(iv) below] [Not Applicable]

III. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

[As set out in the Rate Table] (*specify each Interest Period End Date by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)

IV. Day Count Fraction: [30/360]

[Actual/Actual (ICMA)]

[Actual/365 (Fixed)]

[Actual/365 (Sterling)]

[Actual/360]

[30E/360] [Eurobond Basis]

[30E/360 (ISDA)]

[1/1]

V. Determination Dates: [[●] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)] [Not Applicable]

VI. Margin(s) (for the Specified Fixed Rate): [Not Applicable/[+/-][●] per cent. per annum] [As set out in the Rate Table] (*specify each Margin if more than one by inserting a Rate Table, the form of which*

is in Drafting Notes Schedule 1)

- VII. Interest Participation Rate (for the Specified Fixed Rate): [●]/[Not Applicable] [As set out in the Rate Table] (*specify each Interest Participation Rate if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*
- (B) Floating Rate Note Provisions: [Applicable [- subject as provided in paragraph 15(x)/15(xi)]/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- I. Specified Period(s)/Specified Interest Payment Date(s) to which the Floating Rate Note Provisions apply: [[●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] (See General Condition 6(g) (*Business Day Convention*))] [As set out in paragraph 15(iv) below]
- II. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- [As set out in the [Reference Rate/Floating Rate] Table] (*specify each Interest Period End Date by inserting a Reference Rate Table or Floating Rate Table (as applicable), the form of which is in Drafting Notes Schedule 1)*
- III. Manner in which the Floating Interest Rate(s) is/are to be determined: [Screen Rate Determination / ISDA Determination] applies.
- IV. Party responsible for calculating the Interest Rate(s) and/or Interest Amount(s): [Calculation Agent]/[●]
- V. Range Accrual Note Provisions: [Applicable: see paragraph 15(iv) below] [Not Applicable]
- VI. Screen Rate Determination: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- Reference Rate: [*insert currency*] [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)]
- [As set out in the Reference Rate Table] (*specify the Reference Rate (and other details of such Reference Rate) which applies to each Interest Period ending on an Interest Period End Date by inserting a Reference Rate Table, the form of which is in Drafting Notes*

Schedule 1)

- Designated Maturity: [●] month[s] [(the Designated Maturity) (*include where Linear Interpolation is applicable*)] [As set out in the Reference Rate Table] [Not Applicable]
 - Specified Time: [●][As set out in the Reference Rate Table] [As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [Not Applicable]
 - Relevant Financial Centre: [●][As set out in the Reference Rate Table] [As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [Not Applicable]
 - Interest Determination Date(s): [Daily/Periodic] Rate Determination is applicable:
 [(Specify e.g. any relevant Valuation Date(s))]/[(specify)] day on which commercial banks are open for business (including dealing in foreign exchange and foreign currency deposits) in [(specify)] prior to the start of each Interest Period/First day of each Interest Period/[(specify)] day on which the TARGET2 System is open prior to the start of each Interest Period [As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [As set out in the Reference Rate Table]
 - Page: [●][As set out in the Reference Rate Table]
 - Reference Banks: [●][As specified in Valuation and Settlement Condition 3.8 (*Definitions*)] [As set out in the Reference Rate Table]
- VII. ISDA Determination: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- Floating Rate Option: [●] [As set out in the Floating Rate Table]
(specify the Floating Rate Option (and other details of such Floating Rate Option) which applies to each Interest Period ending on an Interest Period End Date by inserting a Floating Rate Table, the form of which is in Drafting Notes Schedule 1)
 - Designated Maturity: [●][As set out in the Floating Rate Table]
 - Reset Date: [●][First day of the relevant Interest Period][As set out in the Floating Rate Table]
- VIII. Linear Interpolation: [Not Applicable/Applicable - the Interest Rate for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- IX. Margin(s) (for the Screen Rate (if Screen Rate Determination applies) or the ISDA Rate (if ISDA Rate

- Determination applies)):
- X. Minimum Interest Rate (for Floating Interest Rate): [●] [See paragraph 15(iv) below] (*insert for Range Accrual Notes*) [Not Applicable]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- XI. Maximum Interest Rate (for Floating Interest Rate): [●][See paragraph 15(iv) below] (*insert for Range Accrual Notes*) [Not Applicable]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- XII. Day Count Fraction: [Actual/Actual] / [Actual/Actual (ISDA)]
- [Actual/365 (Fixed)]
- [Actual/365 (Sterling)]
- [Actual/360]
- [30/360] / [360/360] / [Bond Basis]
- [30E/360] / [Eurobond Basis]
- [30E/360 (ISDA)]
- XIII. Interest Participation Rate (for the Screen Rate (if Screen Rate Determination applies) or the ISDA Rate (if ISDA Rate Determination applies)): [●]/[Not Applicable] (*specify each Interest Participation Rate if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- (C) Inflation Rate Note Provisions: [Applicable[- subject as provided in paragraph 15(x)/15(xi)]/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)
- I. Interest Payment Date(s) to which the Inflation Rate Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- [As set out in the Rate Table] (*specify each Interest Payment Date by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- II. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition

6(g) (Business Day Convention))] [Not Applicable]

- III. Interest Amount Inflation Index: (specify Underlying)
- IV. Margin(s): [Not Applicable/[+/-][●] per cent. per annum] (specify each Margin if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule I)
- V. UCL Relevant Months Prior: (specify) months
- VI. UCL 12 + Relevant Months Prior: (specify) months
- VII. DCF: [30/360]
[Actual/Actual] / [Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30E/360 (ISDA)]
[1/1]
- VIII. Interest Participation Rate (IPR): [●] [Not Applicable] (specify each Interest Participation Rate if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule I)
- IX. Minimum Interest Amount: [[●] per Calculation Amount] [Not Applicable] (specify each Minimum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule I)
- X. Maximum Interest Amount: [[●] per Calculation Amount] [Not Applicable] (specify each Maximum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule I)
- (D) DIR Inflation Linked Note Provisions: [Applicable[- subject as provided in paragraph [15(x) /15(xi)]]/ Not Applicable]
(If not applicable, delete the remaining sub-paragraph of this paragraph)
- I. Interest Payment Date(s) to which the DIR Inflation Linked Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

[As set out in the Rate Table] (specify each Interest Payment Date by inserting a Rate Table, the form of

which is in Drafting Notes Schedule 1)

- II. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [Not Applicable]
- III. DIR Index: (Specify Underlying)
- IV. Base Index Figure: [●]
- V. Margin: [Not Applicable / [+1-] [●] per amount per annum] (specify each Margin if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- VI. Index Month A: [Specify number of calendar months] calendar months
- VII. Index Month B: [Specify number of calendar months] calendar months
- VIII. DCF: [30/360]
[Actual/Actual] / [Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/365 (●)]
[Actual/360]
[1/1]
- IX. Interest Participation Rate (IPR): [●][Not Applicable] (specify each Interest Participation Rate if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- X. Minimum Interest Amount: [[●] per Calculation Amount] [Not Applicable] (specify each Minimum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- XI. Maximum Interest Amount: [[●] per Calculation Amount] [Not Applicable] (specify each Maximum Interest Amount if different for each Interest Payment Date by tabulating this information in a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (E) CMS Interest Linked Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)
- I. Interest Payment Date(s) to which the CMS Interest Linked Note Provisions: [[●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day

	apply:	<i>Convention)))] [As set out in paragraph 15(iv) below]</i>	
II.	Interest Period End Date(s):	[Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [<i>specify Business Day Convention</i>]/not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))]	
		[As set out in the Rate Table below] (<i>specify each Interest Period End Date by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1</i>)	
III.	Party responsible for calculating the Interest Rate(s) and/or Interest Amount(s):	[Calculation Agent]/[●]	
IV.	Range Accrual Note Provisions:	[Applicable: see paragraph 15(iv) below] [Not Applicable]	
V.	CMS Interest Rate:	[Single CMS Interest Rate/Worse of CMS Interest Rates/CMS Spread Interest Rate]	
		[CMS Reference Rate [1]] (<i>If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert heading "CMS Reference Rate 1"</i>)	[CMS Reference Rate 2] (<i>If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert this column)</i>)
	• Relevant Swap Rate:	[EUR/GBP/USD/ Mid-Market] Swap Rate	[[EUR/GBP/USD/ Mid-Market] Swap Rate
	• Designated Maturity:	[●][month[s]/year[s]]	[●][month[s]/year[s]]
	• [Relevant Financial Centre:] (<i>Insert if Relevant Swap Rate is Mid-Market Swap Rate</i>)	[●] [As specified in Valuation and Settlement Condition 3.8]	[●] [As specified in Valuation and Settlement Condition 3.8]
	• Relevant Time:	[●]	[●]
	• Reference Currency:	[●]	[●]
	• Interest Determination Date(s):	[[Daily/Periodic] Rate Determination is applicable: [●] [●]	[[Daily/Periodic] Rate Determination is applicable: [●] [●]
	• Page:	[●]	[●]
	• Reference Banks:	[●] [As specified in Valuation and Settlement Condition 3.2(b)(iv) (<i>CMS Reference Rate Fallback Provisions</i>)]	[●] [As specified in Valuation and Settlement Condition 3.2(b)(iv) (<i>CMS Reference Rate Fallback Provisions</i>)]

- Minimum Reference Rate (for CMS Reference Rate): [Not Applicable] [Not Applicable] (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
 - Maximum Reference Rate (for CMS Reference Rate): [Not Applicable] [Not Applicable] (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- VI. Linear Interpolation: [Not Applicable/Applicable - the Interest Rate for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]
- VII. Margin [1] (for CMS Reference Rate [1]): [Not Applicable/[+/-][] per cent. per annum] (specify each Margin [1] if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- (If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph)
- [Margin 2 (for CMS Reference Rate 2):] [Not Applicable/[+/-][] per cent. per annum] (specify each Margin 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- VIII. Minimum Interest Rate (for CMS Interest Rate): [See paragraph 15(iv) below] (insert for Range Accrual Notes) [Not Applicable]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- IX. Maximum Interest Rate (for CMS Interest Rate): [See paragraph 15(iv) below] (insert for Range Accrual Notes) [Not Applicable]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- X. Day Count Fraction: [Actual/Actual] / [Actual/Actual (ISDA)]
- [Actual/365 (Fixed)]
- [Actual/365 (Sterling)]
- [Actual/360]

[30/360] / [360/360] / [Bond Basis]

[30E/360] / [Eurobond Basis]

[30E/360 (ISDA)]

XI. Interest Participation Rate [1] (for CMS Reference Rate [1]): [●]/[Not Applicable]
(specify each Interest Participation Rate [1] if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
(If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph XII)

XII. Interest Participation Rate 2 (for CMS Reference Rate 2): [●]/[Not Applicable]
(specify each Interest Participation Rate 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)

(ii) Interest Underlying Valuation Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(A) Valuation Disruption (Scheduled Trading Days): [Move in Block/Value What You Can/Not Applicable][The provisions of Valuation and Settlement Condition 2(c)(i) (*Adjustments to Valuation Dates (Scheduled Trading Days)*) applies/do not apply]

[Modified Following Scheduled Trading Day/Preceding Scheduled Trading Day] (*specify for a Rate only and where the provisions of Valuation and Settlement Condition 2(c) do not apply to that Rate*)

(B) Valuation Disruption (Disrupted Days): [Move in Block/Value What You Can/Not Applicable] [Valuation and Settlement Condition 2(d)(i) (*Adjustments to Valuation Dates (Disrupted Days and Underlying Closing Levels)*) applies]

(C) Valuation Roll: [●]/[eight] [Not Applicable]

(If no Valuation Roll is stated, Specified Maximum Days of Disruption will be equal to eight) (This would normally only apply for certain Range Accrual Notes and can otherwise be deleted)

(In the case of Range Accrual Notes, the provisions of Valuation and Settlement Condition 2 are expected to apply instead of this paragraph (ii))

(iii) Inverse Floating Rate Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

I. Interest Period(s) and/or Interest Payment Date(s) to [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with

- which the Inverse Floating Rate Note Provisions apply: [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- II. Inverse Fixed Rate: [●] (If there is more than one Inverse Fixed Rate for different Interest Periods, this information may be set out in a "Rate Table")
- III. Inverse Reference Rate: [●] (If there is more than one Inverse Reference Rate for different Interest Periods, this information may be set out in a "Rate Table")
- (Include details of whether the Inverse Reference Rate is (A) one Reference Rate (a "Specified Rate") or (B) one Reference Rate (a "Specified Rate 1") minus another Reference Rate (a "Specified Rate 2", and together with Specified Rate 1, each a "Specified Rate"). Also include details in relation to the Inverse Reference Rate and each Specified Rate whether it is (a) a Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) a CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate: in all cases this would include being determined by reference to the Spread Note Provisions as appropriate. If any Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate, insert the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required.)
- IV. Margin(s) (Inverse Floating Interest Rate): [Not Applicable/[+/-][●] per cent. per annum] (specify each Margin (Inverse Floating Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- V. Interest Participation Rate(s) (Inverse Floating Interest Rate): [●]/[Not Applicable] (specify each Interest Participation Rate (Inverse Floating Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- VI. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table] (Interest Period End Date(s) may be set out in a "Rate Table" if required)
- VII. Minimum Interest Rate (for the Inverse Floating Interest Rate): [●][Not Applicable] (If there is more than one Minimum Interest Rate for different Interest Periods, this information may be set out in a "Rate Table")
- VIII. Maximum Interest Rate (for the Inverse Floating Interest Rate): [●][Not Applicable] (If there is more than one Maximum Interest Rate for different Interest Periods, this information may be set out in a "Rate Table")

- (iv) Range Accrual Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- I. Interest Period(s) and/or Interest Payment Date(s) to which the Range Accrual Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- II. Interest Rate[s]: [Fixed Interest Rate: see paragraph 15(i)(A) above /Floating Interest Rate: see paragraph 15(i)(B) above/CMS Interest Rate: see paragraph 15(i)(E) above]
- (specify each rate of interest if more than one by inserting a Range Accrual Table, the form of which is in Drafting Notes Schedule 1)*
- III. Single Reference Observation: [Applicable/Not Applicable]
- IV. Dual Reference Observation: [Applicable/Not Applicable]
- V. Reference Observation [1] *(insert "Reference Observation 1" if Dual Reference Observation is applicable):* [specify what the Reference Observation will be from the options set out in Valuation and Settlement Condition 4 and specify details of the or each Reference Rate and where there is more than one Reference Rate, whether the Barrier is different for each Reference Rate for each relevant interest period. If Dual Reference Observation is specified to be applicable, specify what the Reference Observation will be for each of Reference Observation 1 and Reference Observation 2]
- [As set out in the Schedule hereto] *(If Reference Observation (or if Dual Reference Observation is applicable, Reference Observation 1) is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)*
- VI. Barrier [1] *(insert "Barrier 1" if Dual Reference Observation is applicable):* [●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1, and where there is more than one Reference Rate, whether the Barrier [1] is different for each Reference Rate] [Not Applicable]
- Barrier Reference: [Greater than the Barrier [1]/Greater than or equal to the Barrier [1]/Less than the Barrier [1]/Less than or equal to the Barrier [1]] *(insert "Barrier 1" if Dual Reference Observation is applicable)* [Not Applicable]
- VII. Lower Range [1] *(insert "Lower Range 1" if Dual Reference Observation is applicable):* [●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1] [Not Applicable]
- Lower Range [1] Option *(insert "Lower Range 1* [[Greater than or equal to/Greater than] the Lower

- Option" if Dual Reference Observation is applicable):* Range [1] [Not Applicable]
- VIII. Upper Range [1] (*insert "Upper Range 1" if Dual Reference Observation is applicable):* [●] [As set out in the Range Accrual Table] [*specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1*] [Not Applicable]
- Upper Range [1] Option (*insert "Upper Range 1 Option" if Dual Reference Observation is applicable):* [[Less than or equal to/Less than] the Upper Range [1]] [Not Applicable]
- IX. Reference Rate [One(s)] (for Reference Observation [1]): (*insert "Reference Observation 1" if Dual Reference Observation is applicable*) [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate: see paragraph 15(vii) below] [Not Applicable]
- (*Insert details of the or each Reference Rate [One(s)], including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If the Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate, insert the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required. If there is more than one Reference Rate [One(s)], repeat this paragraph for each Reference Rate [One(s)]*)
- [As set out in the Schedule hereto] (*If Reference Rate [One(s)] is different for each Interest Period, insert the Schedule which contains the Reference Observation Table*)
- [Reference Rate Two(s) (for Reference Observation [1]): (*insert if applicable*)] [[Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate: see paragraph 15(vii) below]
- (*Insert details of the or each Reference Rate Two by repeating sub-paragraphs of the paragraph above for Reference Rate Two, including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If there is more than one Reference Rate Two, repeat this paragraph for each Reference Rate Two*)
- [As set out in the Schedule hereto] (*If Reference Rate Two(s) is different for each Interest Period, insert the Schedule which contains the Reference Observation Table*)
- (*insert and re-number the following paragraphs if "Dual Reference Observation" is applicable*)
- [X.] [Reference Observation 2: [*specify what the Reference Observation 2 will be from the options set out in Valuation and Settlement Condition 4 and specify details of the or each Reference Rate and where more than one Reference Rate whether the Barrier is different for each Reference Rate for each relevant interest period*]

[As set out in the Schedule hereto] (If Reference Observation 2 is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)

[Barrier 2:] (insert if Barrier 1 is specified) [●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1, and where there is more than one Reference Rate, whether the Barrier 2 is different for each Reference Rate] [Not Applicable]

[Barrier Reference:] (insert if Barrier 2 is specified) [Greater than the Barrier 2/Greater than or equal to the Barrier 2/Less than the Barrier 2/Less than or equal to the Barrier 2]

[Lower Range 2:] (insert if Lower Range 1 is specified) [●] [As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1] [Not Applicable]

[Lower Range 2 Option:] (insert if Lower Range 2 is specified) [[Greater than or equal to/Greater than] the Lower Range 2] [Not Applicable]

[Upper Range 2:] (insert if Upper Range 1 is specified) [●][As set out in the Range Accrual Table] [specify for each relevant interest period by inserting the Range Accrual Table, the form of which is in Drafting Notes Schedule 1] [Not Applicable]

[Upper Range 2 Option:] (insert if Upper Range 2 is specified) [[Less than or equal to/Less than] the Upper Range 2] [Not Applicable]

Reference Rate [One(s)] (for Reference Observation 2): [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate: see paragraph 15(vii) below] [Not Applicable]

(Insert details of the or each Reference Rate [One(s)], including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If the Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate, insert the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required. If there is more than one Reference Rate [One(s)], repeat this paragraph for each Reference Rate [One(s)])

[As set out in the Schedule hereto] (If Reference Rate [One(s)] is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)

[Reference Rate Two(s) (for Reference Observation 2):] (insert if applicable) [[Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Reference Rate: see paragraph 15(vii) below]

(Insert details of the or each Reference Rate Two by

repeating sub-paragraphs of the paragraph above for Reference Rate Two, including any Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate. If there is more than one Reference Rate Two, repeat this paragraph for each Reference Rate Two)

[As set out in the Schedule hereto] (If Reference Rate Two(s) is different for each Interest Period, insert the Schedule which contains the Reference Observation Table)]

- XI. Accrual Days: [calendar days/Business Days]
- XII. Accrual Business Day Centre: [●] [Not Applicable] (N.B. this relates to the definition of "Accrual Business Day", specify this if the Specified Accrual Cut-Off Date is a specified number of Accrual Business Days. This is not applicable if the Accrual Cut-Off Date is the Default Accrual Cut-Off Date)
- XIII. Accrual Cut-Off Date (the "Accrual Cut-Off Date" is the specified number of calendar days or Accrual Business Days preceding the last day of the relevant Interest Period (Specified Accrual Cut-Off Date) and shall be five Accrual Days if "Default Accrual Cut-Off Date" is specified): [Specified Accrual Cut-Off Date] [Default Accrual Cut-Off Date]
- Specified Accrual Cut-Off Date: [●] [calendar day/Accrual Business Day] [Not Applicable]
- XIV. Any or All: [Any][All][Not Applicable]
- XV. Minimum Interest Rate: [See paragraph [15(i)(B)/15(i)(E)] above] [Not Applicable]
- XVI. Maximum Interest Rate: [See paragraph [15(i)(B)/15(i)(E)] above] [Not Applicable]
- XVII. Minimum Interest Amount: [●] per Calculation Amount] [As set out in the Rate Table] [Not Applicable]
- (If there is more than one Minimum Interest Amount for different Interest Periods, this information may be set out in a "Rate Table")
- XVIII. Maximum Interest Amount: [[●] per Calculation Amount] [As set out in the Rate Table] [Not Applicable]
- (If there is more than one Maximum Interest Amount for different Interest Periods, this information may be set out in a "Rate Table")
- (v) Digital Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/Not Applicable]
- (If not applicable, delete the remaining sub-

paragraphs of this paragraph)

I. Interest Period(s) and/or Interest Payment Date(s) to which the Digital Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]

II. Back Up Rate: [●]

[Include details of whether the Back Up Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note Provisions as appropriate]

III. Digital Reference Rate: [●]

[Include details of whether the Digital Reference Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note Provisions as appropriate]

IV. Reserve Rate: [●]

[Include details of whether the Reserve Rate will be the sum of more than one rate (each a "Specified Rate") or one rate less another rate (each a "Specified Rate") and whether the Reserve Rate or each Specified Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note Provisions as appropriate]

- V. Digital Rate: [●]
- [Include details of whether the Digital Rate is a (i) Fixed Interest Rate or (ii) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (iii) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate (by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required), in all cases this would include being determined by reference to the Spread Note Provisions as appropriate]
- VI. Reserve Rate Reference: [Greater than the Reserve Rate/Greater than or equal to the Reserve Rate/Less than the Reserve Rate/Less than or equal to the Reserve Rate]
- VII. Minimum Interest Rate (for the Digital Interest Rate): [●][Not Applicable]
- VIII. Maximum Interest Rate (for the Digital Interest Rate): [●][Not Applicable]
- IX. Digital Determination Date: [●]
- [Interest Period End Date(s):] (*insert if required*) [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- [As set out in the Rate Table] (*Interest Period End Date(s) may be set out in a "Rate Table" if required*)
- (vi) Digital Band Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/Not Applicable]
- (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- I. Interest Period(s) and/or Interest Payment Date(s) to which the Digital Band Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (*Business Day Convention*))]
- II. Reference Rate Only or Reference Rate One minus Reference Rate Two: [Reference Rate Only/Reference Rate One minus Reference Rate Two] applicable
- III. [Reference Rate:] [●]
- (*Where there are different Reference Rate(s) for different Interest Periods and/or Interest Payment Dates, specify in relation to each Reference Rate(s), the Interest Period(s) and/or Interest Payment Dates, to which it applies*)

[Include details of the or each Reference Rate, as applicable, and whether the Reference Rate is a (a) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Reference Rate One:]

[●]

(Where there are different Reference Rate Ones for different Interest Periods and/or Interest Payment Dates, specify in relation to each Reference Rate One, the Interest Period(s) and/or Interest Payment Dates, to which it applies)

[Include details of the or each Reference Rate One, as applicable, and whether Reference Rate One is a (a) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Reference Rate Two:]

[●]

(Where there are different Reference Rate Twos, for different Interest Periods and/or Interest Payment Dates specify in relation to each Reference Rate Two, the Interest Period(s) and/or Interest Payment Dates, to which it applies)

[Include details of the or each Reference Rate Two, as applicable, and whether Reference Rate Two is a (a) Floating Interest Rate, and whether Screen Rate Determination applies or ISDA Determination applies, or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, Interest Participation Rate, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

IV. Bands:

(Where there are different Bands for different Interest Periods and/or Interest Payment Dates, specify in relation to each Band the Interest Period and/or Interest Payment Dates to which it applies)

(i) Band 1: [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [less than] [less than or equal to] [●] per cent.;

(ii) Band 2: [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [greater than][greater than or equal to] [●] but [less than] [less than or equal to] [●] per cent.;

[(iii) (only include Band 3 if applicable): [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [greater than][greater than or equal to] [●] but [less than] [less than or equal to] [●] per cent.;]

(if there are additional bands occurring after band 3 but before the last occurring band which shall be as described below repeat (iii) above for such additional bands but with the relevant band levels)

[(●) Band [●] (to be numerically labelled as the last band so if four bands in total this would be "Band 4") [The Reference Rate] [Reference Rate One minus Reference Rate Two] is [greater than] [greater than or equal to] [●] per cent.]

V. (A) Band Rate in relation to Band 1: *(Where there are different Band Rates for different Interest Periods and/or Interest Payment Dates, specify in relation to each Band Rate the Interest Periods and/or Interest Payment Dates to which it applies)*

[Include details of the Band Rate for Band 1 and whether the Band Rate in relation to Band 1 is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to Band 1, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:] [●]

[Include details of Band Rate One in relation to Band 1 and whether Band Rate One in relation to Band 1 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in

Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 1 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 1" above)

[Band Rate Two:]

[●]

[Include details of Band Rate Two in relation to Band 1 and whether Band Rate Two in relation to Band 1 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 1 is determined pursuant to (iv) of "Band Rate in relation to Band 1" above)

(B) Band Rate in relation to Band 2:

[●]

[Include details of the Band Rate for Band 2 and whether the Band Rate in relation to Band 2 is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to Band 2, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:]

[●]

[Include details of Band Rate One in relation to Band 2 and whether Band Rate One in relation to Band 2 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 2 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 2" above)

[Band Rate Two:]

[●]

[Include details of Band Rate Two in relation to Band 2 and whether Band Rate Two in relation to Band 2 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 2 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 2" above)

(C) [Band Rate in relation to Band 3 (only include if applicable): [●]

[Include details of the Band Rate for Band 3 and whether the Band Rate in relation to Band 3 is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to Band 3, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:] [●]

[Include details of Band Rate One in relation to Band 3 and whether Band Rate One in relation to Band 3 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 3 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 3" above)

[Band Rate Two:] [●]

[Include details of Band Rate Two in relation to Band 3 and whether Band Rate Two in relation to Band 3 is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any

Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to Band 3 is determined pursuant to paragraph (iv) of "Band Rate in relation to Band 3" above)]

(if there are additional band rates occurring after the band rate in relation to band 3 but before the last occurring band rate which shall be as described below, repeat (C) above for all such additional band rates but with all the relevant band rate details)

(D) [Band Rate in relation to Band [●]: [●]

[Include details of the Band Rate for the last Band and whether the Band Rate in relation to the last Band is a (i) Fixed Interest Rate or (ii) Floating Interest Rate Note, and whether Screen Rate Determination applies or ISDA Determination applies or (iii) CMS Interest Rate, or (iv) to be Band Rate One minus Band Rate Two, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin in relation to the last Band, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

[Band Rate One:] [●]

[Include details of Band Rate One in relation to the last Band and whether Band Rate One in relation to the last Band is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to the last Band is determined pursuant to paragraph (iv) of "Band Rate in relation to Band [●]" above)

[Band Rate Two:] [●]

[Include details of Band Rate Two in relation to the last Band and whether Band Rate Two in relation to the last Band is a (a) Floating Interest Rate and whether Screen Rate Determination applies or ISDA Determination applies or (b) CMS Interest Rate, and in all cases specify details of all other relevant terms e.g. any relevant Interest Determination Date, Margin, any Minimum Reference Rate and/or any

Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required]

(Only applicable if the Band Rate in relation to the last Band is determined pursuant to paragraph (iv) of "Band Rate in relation to Band [●]" above)]

(If there are additional bands repeat as necessary and modify as above for all additional bands)

- VI. Minimum Interest Rate (for the Digital Band Interest Rate): [●]/[Not Applicable]
- VII. Maximum Interest Rate (for the Digital Band Interest Rate): [●]/[Not Applicable]
- [VIII. Interest Period End Date(s):] [Each] [Interest Payment Date(s)/[●]] [in each [year] (insert if required) [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table] *(Interest Period End Date(s) may be set out in a "Rate Table" if required)*
- (vii) Spread Note Provisions: [Applicable[- subject as provided in paragraph [15(x) /15(xi)]]/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- I. Interest Period(s) to which the Spread Note Provisions apply: [Each Interest Period falling during the period from, and including, [●] to, but excluding, [●]] [●]
- II. Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- III. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table] *(Interest Period End Date(s) may be set out in a "Rate Table" if required)*
- IV. Margin(s) (Spread Interest Rate): [Not Applicable/[+/-] [●] per cent. per annum] *(specify each Margin (Spread Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*
- V. Interest Participation Rate(s) (Spread Interest Rate): [●]/[Not Applicable] *(specify each Interest Participation Rate (Spread Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*
- VI. Option One or No Option One: [Option One] [No Option One] [applicable] [Not

		Applicable]
VII.	Spread Cap:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	• V%:	[●]
	• Multiplier:	[●]
	• Spread Cap Margin:	[Not Applicable/[+/-] [●] per cent. per annum] <i>(specify each Spread Cap Margin if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)</i>
	• Rate X:	Spread Rate [1/2/3]
	• Rate Y:	Spread Rate [1/2/3]
	• Rate Z:	Spread Rate [1/2/3]
VIII.	Spread Rate 1:	[Spread Reference Rate] [plus/minus] [Spread Rate 1 Margin][, and multiplied by Spread Rate 1 Interest Participation Rate] [Not Applicable] <i>(Specify whether the Spread Reference Rate for Spread Rate 1 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)</i>
	• Spread Rate 1 Interest Participation Rate:	[●]/[Not Applicable]
	• Spread Rate 1 Margin:	[●]/[Not Applicable]
IX.	Spread Rate 2:	[Spread Reference Rate] [plus/minus] [Spread Rate 2 Margin][, and multiplied by Spread Rate 2 Interest Participation Rate] [Not Applicable] <i>(Specify whether the Spread Reference Rate for Spread Rate 2 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest</i>

Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

- Spread Rate 2 Interest Participation Rate: [●]/[Not Applicable]
- Spread Rate 2 Margin: [●]/[Not Applicable]

X. Spread Rate 3: [Spread Reference Rate] [plus/minus] [Spread Rate 3 Margin][, and multiplied by Spread Rate 3 Interest Participation Rate] [Not Applicable]

(Specify whether the Spread Reference Rate for Spread Rate 3 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

- Spread Rate 3 Interest Participation Rate: [●]/[Not Applicable]
- Spread Rate 3 Margin: [●]/[Not Applicable]

XI. Minimum Interest Rate (for the Spread Interest Rate): [●]/[Not Applicable]

XII. Maximum Interest Rate (for the Spread Interest Rate): [●]/[Not Applicable]

(Insert the following if any relevant rate is determined by reference to Spread Note Provisions or specified as Spread Reference Rate)

[XIII. Spread Reference Rate: *(Specify whether Spread Reference Rate is (i) one Reference Rate or (ii) the sum of specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)*]

(viii) Volatility Bond Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- I. Interest Period(s) to which the Volatility Bond Note Provisions apply: [Each Interest Period falling during the period [from, and including, [●] to, but excluding, [●]] [●]
- II. Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- III. Interest Period End Date(s): [Each] [Interest Payment Date(s)/[●]] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table] (*Interest Period End Date(s) may be set out in a "Rate Table" if required*)
- IV. Margin(s) (Volatility Bond Interest Rate): [Not Applicable/[+/-] [●] per cent. per annum] (*specify each Margin (Volatility Bond Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- V. Interest Participation Rate(s) (Volatility Bond Interest Rate): [●]/[Not Applicable] (*specify each Interest Participation Rate (Volatility Bond Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1*)
- VI. Shout Option: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- Relevant Business Centre(s): [●]
 - Shout Option Cut-off Time: [9:00 a.m. (London time)] [*specify time*]
 - Details for giving notice to the Issuer and the Calculation Agent: [*Specify address / e-mail address and department / desk to whom the relevant notice should be addressed*]
[*Specify any additional notice details required*]
[INCLUDE FOR PRICING SUPPLEMENT ONLY]
- VII. Volatility Bond Rate 1: Volatility Bond Reference Rate [plus/minus] [Volatility Bond Rate 1 Margin][, and multiplied by Volatility Bond Rate 1 Interest Participation Rate]
- (Specify whether the Volatility Bond Reference Rate for Volatility Bond Rate 1 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA*

Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

(Expected to be determined on or about the end of the relevant Interest Period – the Shout Option, if exercised, would operate to change this rate)

- Volatility Bond Rate 1 Interest Participation Rate: [●]/[Not Applicable]
- Volatility Bond Rate 1 Margin: [●]/[Not Applicable]

VIII. Volatility Bond Rate 2: Volatility Bond Reference Rate [plus/minus] [Volatility Bond Rate 2 Margin][, and multiplied by Volatility Bond Rate 2 Interest Participation Rate]

(Specify whether the Volatility Bond Reference Rate for Volatility Bond Rate 2 is (i) one Reference Rate or (ii) the sum of two or more specified Reference Rates or (iii) Reference Rate One minus Reference Rate Two and, in each case, whether each such rate is (a) a Fixed Interest Rate, or (b) a Floating Interest Rate and whether Screen Rate Determination or ISDA Determination applies, or (c) a CMS Interest Rate, and in all cases specify details of all other relevant terms for each such rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting the details set out in Drafting Notes Schedule 2 as subparagraphs of this paragraph, as required)

(Expected to be determined on or about the beginning of the relevant Interest Period)

- Volatility Bond Rate 2 Interest Participation Rate: [●]/[Not Applicable]
- Volatility Bond Rate 2 Margin: [●]/[Not Applicable]

IX. Minimum Interest Rate (for the Volatility Bond Interest Rate): [●]/[Not Applicable]

X. Maximum Interest Rate (for the Volatility Bond Interest Rate): [●]/[Not Applicable]

(ix) Previous Coupon Linked Note Provisions: [Applicable[- subject as provided in paragraph [15(x)/15(xi)]]/Not Applicable]

(If not applicable, delete the remaining sub-

paragraphs of this paragraph)

- I. Interest Period(s) and/or Interest Payment Date(s) to which the Previous Coupon Linked Note Provisions apply: [●] [in each [year] [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- II. Previous Coupon Reference Rate: Previous Coupon[, [plus/minus] [(i) Rate 1][, multiplied by Rate 1 Participation Rate] [, [plus/minus] (ii) Rate 2][, multiplied by Rate 2 Participation Rate]
- (If Previous Coupon Reference Rate is different for each Interest Period, insert the Rate Table, the form of which is set out in Drafting Notes Schedule 1)*
- Rate 1 (for determination of a Previous Coupon Reference Rate): [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate/(specify other Reference Rate)] [As set out in the Rate Table for Previous Coupon Linked Notes] [Not Applicable]
- (Specify details of all other relevant terms for each Reference Rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting (if such Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate), the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required). If Rate 1 is different for each Interest Period, insert also a Rate Table, the form of which is set out in Drafting Notes Schedule 1)*
- Rate 1 Participation Rate: [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
 - Rate 2 (for determination of a Previous Coupon Reference Rate): [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate/Spread Interest Rate/Relevant Spread Rate/Spread Reference Rate/(specify other Reference Rate)] [As set out in the Rate Table for Previous Coupon Linked Notes] [Not Applicable]
- (Specify details of all other relevant terms for each Reference Rate e.g. any relevant Interest Determination Date, Margin, any Interest Participation Rate, any Minimum Reference Rate and/or Maximum Reference Rate, by inserting (if such Reference Rate is a Fixed Interest Rate, Floating Interest Rate or CMS Interest Rate), the details set out in Drafting Notes Schedule 2 as sub-paragraphs of this paragraph, as required). If Rate 2 is different for each Interest Period, insert also a Rate Table, the form of which is set out in Drafting Notes Schedule 1)*
- Rate 2 Participation Rate: [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
 - Minimum Reference Rate (for the Previous Coupon Reference Rate): [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]

- Coupon Reference (Specify for each Interest Payment Date/Interest Rate):
- Rate):
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- Maximum Reference [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]

Rate (for the Previous Coupon Reference [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]

Rate): (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- V. Margin (Previous Coupon [Not Applicable]/[+/-][] per cent. per annum] [As set out in the Rate Table for Previous Coupon Linked Notes]
- Linked Interest Rate):
- (Specify each Margin (Previous Coupon Linked Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- VI. Interest Participation Rate [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
- (Previous Coupon Linked Interest Rate):
- (Specify each Interest Participation Rate (Previous Coupon Linked Interest Rate) if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- VII. Minimum Interest Rate (for the Previous Coupon Linked Interest Rate): [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- VIII. Maximum Interest Rate (for the Previous Coupon Linked Interest Rate): [●]/[Not Applicable]/[As set out in the Rate Table for Previous Coupon Linked Notes]
- (Specify for each Interest Payment Date/Interest Period if different by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)
- [IX. Interest Period End Date(s):] [Each] [Interest Payment Date(s)/[●]] [in each [year] (insert if required) [month] from, and including, [●] to and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]
- [As set out in the Rate Table for Previous Coupon Linked Notes] (Interest Period End Date(s) may be set out in a "Rate Table" if required)
- (x) Reserve Coupon Note Provisions: [Applicable/Not Applicable]
- (NB: If applicable, must be specified in conjunction with another Interest Basis (other than Fixed Rate Notes, Inflation Rate Notes, DIR Inflation Linked Notes and FX Performance Notes). If not applicable, delete the remaining sub-paragraphs of this paragraph)

- I. Interest Period(s) / Interest Payment Date(s) to which the Reserve Coupon Note Provisions apply: [Each Interest Period falling during the period [from, and including, [●] to, but excluding, [●]] [Each of the following Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [●]
- II. Reserve Coupon Rate: [[●] per cent. [per annum]/ [●]] (specify each Reserve Coupon Rate if more than one by inserting a Reserve Coupon Table, the form of which is in Drafting Notes Schedule I)
- (xi) FX Performance Note Provisions: [Applicable/Not Applicable]
- (NB: If applicable, must be specified in conjunction with another Interest Basis (other than Fixed Rate Notes, Inflation Rate Notes, DIR Inflation Linked Notes and Reserve Coupon Notes). If not applicable, delete the remaining sub-paragraphs of this paragraph)
- I. Interest Period(s) / Interest Payment Date(s) to which the FX Performance Note Provisions apply: [Each Interest Period falling during the period [from, and including, [●] to, but excluding, [●]] [Each of the following Interest Payment Date(s): [●] [in each [year] [month] from, and including, [●] to, and including, [●]] [adjusted in accordance with [specify Business Day Convention]/not adjusted] [(See General Condition 6(g) (Business Day Convention))]] [●]
- II. FX Performance 1: [[●] / FX Performance 1 shall be determined by reference to the Underlying specified in item 13(ii) above / The rate determined as set out below / See the FX Performance Table] (specify each FX Performance 1 if more than one by inserting an FX Performance Table, the form of which is in Drafting Notes Schedule I)
- [Insert where no rate is specified above and FX Performance 1 is not an Underlying:
- FX Perf A Currency/FX Perf B Currency: The [mid/[●]] [●] (FX Perf A Currency) / [●] (FX Perf B Currency) currency exchange rate[(expressed as the number of units of [●] for which one unit of [●] can be exchanged)]
 - FX Perf Designated Page: [●]
 - FX Perf Designated Time: [●]
- III. FX Performance 2: [[●] / FX Performance 2 shall be determined by reference to the Underlying specified in item 13(ii) above / The rate determined as set out below / See the FX Performance Table] (specify each FX Performance 2 if more than one by inserting an FX Performance Table, the form of which is in Drafting Notes Schedule I)

[Insert where no rate is specified above and FX Performance 2 is not an Underlying:

- FX Perf A Currency/FX Perf B Currency: The [mid/[●]] [●] (FX Perf A Currency) / [●] (FX Perf B Currency) currency exchange rate [(expressed as the number of units of [●] for which one unit of [●] can be exchanged)]
- FX Perf Designated Page: [●]
- FX Perf Designated Time: [●]
- IV. FX Performance Participation Rate: [●] / [Not Applicable] / [See the FX Performance Table]
- V. Specified FX Performance Valuation Date(s): FX Performance Valuation Date 1: [Not Applicable / [●] [in respect of each Interest [Period/Payment Date]] / See the FX Performance Table]
FX Performance Valuation Date 2: [Not Applicable / [●] [in respect of each Interest [Period/Payment Date]] / See the FX Performance Table]
(specify each FX Performance Valuation Date if different by inserting an FX Performance Table, the form of which is in Drafting Notes Schedule 1)

PROVISIONS RELATING TO ZERO COUPON NOTES

- 16. Zero Coupon Note Provisions: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Amortisation Yield: [Not Applicable]/[[●] [per cent. per annum]]
- (ii) Reference Price: [●]
- (iii) Day Count Fraction in relation to Early Redemption Amounts: [[30/360]
[Actual/360]
[Actual/365]]
[Not Applicable]
[Actual/Actual (ICMA), for which purpose the Determination Dates shall be [●] in each year]

PROVISIONS RELATING TO REDEMPTION

- 17. Redemption Provisions:
 - (i) Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (A) Optional Redemption Date(s): [●]
- (B) Optional Redemption Amount: [●] per Calculation Amount
- (C) If redeemable in part:
- (1) Minimum Redemption Amount: [[●] per Calculation Amount][Not Applicable]
- (2) Maximum Redemption Amount: [[●] per Calculation Amount][Not Applicable]
- (D) Notice period: [As set out in General Condition 5(e) (*Redemption at the Option of the Issuer*)] [Not less than [(specify)] Business Days]
- (N.B. If setting notice periods which are different to those provided in the General Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)*
- (ii) Investor Put: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (A) Optional Redemption Date(s): [●]
- (B) Optional Redemption Amount: [●] per Calculation Amount
- (C) Notice period: [As set out in General Condition 5(f) (*Redemption at the Option of holders of Notes*)] [Not less than [(specify)] Business Days]
- (N.B. If setting notice periods which are different to those provided in the General Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)*
- (iii) Redemption Amount: [●] (specify) per Calculation Amount [, subject as provided in Valuation and Settlement Condition 15 (*Dual Currency Notes*)]
- (iv) Early Redemption Amount
- (A) For the purpose of General Condition 5(b)(i) (*Redemption for Taxation Reasons*) [Applicable/Not Applicable]
- [Fair Market Value]
- [Principal Amount plus accrued interest (if any)]
- [Principal Amount plus Option Value plus Option

Value Accrued Interest (if any) at maturity]

[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]

[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]

[Amortised Face Amount] (*specify for Zero Coupon Notes*)

[●] (*specify an amount only*)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

(B) For the purpose of General Condition 5(b)(ii) (*Redemption for Illegality*)

[Fair Market Value]

[Principal Amount plus accrued interest (if any)]

[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]

[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]

[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]

[Amortised Face Amount] (*specify for Zero Coupon Notes*)

[●] (*specify an amount only*)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

(C) For the purpose of General Condition 9 (*Events of Default*):

[Fair Market Value]

[Principal Amount plus accrued interest (if any)]

[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]

[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]

[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]

[Amortised Face Amount] (*specify for Zero Coupon Notes*)

[●] (specify an amount only)

PROVISIONS RELATING TO SWITCHER OPTION

18. Switcher Option: [Applicable/Not Applicable]
(if not applicable, delete the remaining subparagraphs of this paragraph)
- (A) Switcher Interest Commencement Date(s): [●]
- (B) New Interest Basis: *[include details of the New Interest Basis or the or each Switcher Interest Commencement Date including cross referring to relevant paragraphs herein and including any relevant Interest Determination Date and/or Margin and/or Interest Participation Rate]*
- (C) Conversion Amount per Calculation Amount payable by the Issuer: *[include details of any conversion amount payable by the Issuer and the relevant Switcher Interest Commencement Date in respect of which it is payable if more than one][Not Applicable]*
- (D) Switcher Payment Date: [●]/[Not Applicable]
- (E) Notice period: [As set out in Valuation and Settlement Condition 14 (Switcher Option)] [Not less than [(specify)] Business Days]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

19. Adjustment Event
- (i) Change in Law: [Applicable/Not Applicable]
[If Applicable:
- Illegality: [Applicable/Not Applicable]
- Material Increased Cost: [Applicable/Not Applicable]
- Early Redemption following Adjustment Event: [Applicable/ Not Applicable]
- Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] *(specify for Zero Coupon*

Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]]

(ii) Hedging Disruption:

[Applicable/Not Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Applicable/Not Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]]

(iii) Increased Cost of Hedging:

[Applicable/Not Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Applicable/Not Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus

Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (*specify for Zero Coupon Notes*)/[●] (*specify an amount only*)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]]

(iv) Increased Cost of Index Event: [Applicable/Not Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Applicable/Not Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (*specify for Zero Coupon Notes*)/[●] (*specify an amount only*)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]]

(v) Additional Adjustment Events relating to FX Rates where EMTA Provisions are Not Applicable: [Not Applicable]

[FX Rate Part A Condition 4: Not Applicable/Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Not Applicable/Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued

Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]]

- (vi) Additional Adjustment Events relating to FX Rates where EMTA Provisions are Applicable: [Not Applicable]
[FX Rate Part B Condition 4: Not Applicable/Applicable]

[If Applicable:

Early Redemption following Adjustment Event: [Not Applicable/Applicable]

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]]

20. Additional Early Redemption Event

- (i) Hedging Disruption Termination Event: Early [Applicable/Not Applicable]

[If Applicable:

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount]

(specify for Zero Coupon Notes)/[●] (specify an amount only)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

(ii) Section 871(m) Event:

[Applicable/Not Applicable]

[If Applicable:

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

(iii) Early Redemption Amount payable under Inflation Linked Condition 4:

[Applicable/Not Applicable]

[If Applicable:

Early Redemption Amount: [Fair Market Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

21. Realisation Disruption Event:

[Applicable/Not Applicable]

[If Applicable:

Early Redemption Amount: [Fair Market

Value]/[Principal Amount plus accrued interest (if any)]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity]/[Principal Amount plus accrued interest (if any) at maturity with option for Fair Market Value at early redemption]/[Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity with option for Fair Market Value at early redemption]/[Amortised Face Amount] (specify for Zero Coupon Notes)/[●] (specify an amount only)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (specify if Fair Market Value (itself or as part of a broader calculation) is applicable)]

22. Form of Notes: [Registered Notes
 Regulation S Global Registered Note Certificate [(U.S.\$[●] principal amount)] registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]/Rule 144A Global Registered Note Certificate [(U.S.\$[●] principal amount)] registered in the name of a nominee for [DTC/ a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]]
 [Swedish Notes - insert details (including details of the Swedish Notes Issuing and Paying Agent and the provisions of the Fiscal Agency Agreement which apply to the Notes)]
 [Finnish Notes – insert details (including details of the Finnish Notes Issuing and Paying Agent)]
23. New Safekeeping Structure: [No/Yes – New Safekeeping Structure applies] [Not Applicable]
24. Business Centre(s): [●]
 (N.B. this paragraph relates to the definition of Business Day in General Condition 20 (Definitions))
25. Business Day Jurisdiction(s) or other special provisions relating to payment dates: [Not Applicable/give details]
 (N.B. this paragraph relates to the date and place of payment for the purposes of the definition of Payment Day in General Condition 6(f) (Payment Days))
26. Redenomination: [Not Applicable/[Applicable: The provisions of General Condition 16 (Redenomination) apply]
27. Consolidation provisions: [Not Applicable/[The provisions of General

Condition 12 (*Further Issues*) apply]

28. [Other final terms:]

[Not Applicable/*give details*]

[The Issuer shall have the right to obtain extracts from the register of creditors (*Sw.skuldbok*) from Euroclear Sweden - *only applicable in case of Swedish Notes*]

The Issuer shall, subject to regulations of Euroclear Finland and applicable laws, be entitled to acquire from Euroclear Finland a list of the holders of Finnish Notes, PROVIDED THAT it is technically possible for Euroclear Finland to maintain such a list.]

[- Schedule A (*Redemption and Purchase and Events of Default*):

[Applicable/Not Applicable]

(*Specify Applicable only where the Notes are issued by Citigroup Inc. and the Notes are intended to be TLAC eligible. Delete this sub-paragraph for Notes issued by CGMHI or CGMFL*)

29. Name and address of Calculation Agent:

[Citibank, N.A./Citigroup Global Markets Limited/Citigroup Global Markets Inc.] [(acting through its (specify) department/group (or any successor department/group))] at [●]]

30. Determinations:

(i) Standard:

[Sole and Absolute Determination/Commercial Determination]

(ii) Minimum Amount Adjustment Prohibition:

[Applicable/Not Applicable]

31. Governing law:

[English Law/State of New York]

[PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the Pricing Supplement required for the issue of the Notes described herein pursuant to the Citi U.S.\$30,000,000,000 Global Medium Term Note Programme of Citigroup Inc., Citigroup Global Markets Holdings Inc., Citigroup Global Markets Funding Luxembourg S.C.A. and Citigroup Global Markets Limited.]

[RESPONSIBILITY

[(*Relevant third party information*) has been extracted from (*specify source*). [Each of the]²²¹/[The]²²² Issuer [and the CGMHI Guarantor]²²³ [and the CGMFL Guarantor]²²⁴ confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]]

Signed on behalf of the Issuer:

²²¹ Delete where the Issuer is Citigroup Inc.

²²² Delete where the Issuer is CGMFL or CGMHI.

²²³ Delete where the Issuer is Citigroup Inc. or CGMFL.

²²⁴ Delete where the Issuer is Citigroup Inc. or CGMHI.

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

Admission to trading and listing:

[Application [has been/is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant non-EEA regulated market (for example, the Global Exchange Market of Euronext Dublin) and, if relevant, listing on an official list (for example, the official list of Euronext Dublin)] with effect from on or around [●]] [Not Applicable]

Tranche [●] of the Notes has been admitted to trading on [specify relevant non-EEA regulated market (for example, the Global Exchange Market of Euronext Dublin) and, if relevant, listing on an official list (for example, the official list of Euronext Dublin)] with effect from [●] (Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading)

Estimated expenses relating to admission to trading: [●]

2. RATINGS

Ratings:

The Notes are [not] rated. [The rating of the Notes is:

- (i) [S&P: [●]]
- (ii) [Moody's: [●]]
- (iii) [Fitch: [●]]
- (iv) [[Other]: [●]]

[[Insert the legal name of the relevant credit rating agency entity] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). [As such [insert the legal name of the relevant credit rating agency entity] is included in the list of credit ratings agencies published by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with such Regulation.]]

[[Insert the legal name of the relevant non-EU credit rating agency entity] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended). [[Insert the legal name of the relevant non-EU credit rating agency entity] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with

such Regulation.]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). The ratings have been endorsed by [*insert the legal name of the relevant EU-registered credit rating agency entity*] in accordance with the CRA Regulation. [*Insert the legal name of the relevant EU-registered credit rating agency entity*] is established in the European Union and registered under the CRA Regulation. [As such [*insert the legal name of the relevant EU credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with the CRA Regulation.]] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/ Mexico (*delete as appropriate*)] which have been endorsed by [*insert the legal name of the relevant EU CRA entity that applied for registration*] may be used in the European Union by the relevant market participants.]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with the CRA Regulation] [[OR:] although notification of the corresponding certification decision has not yet been provided by the European Securities and Markets Authority and [*insert the legal name of the relevant non-EU credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].

[[[*Insert legal name of the relevant credit rating agency*] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [and [*insert the legal name of the relevant credit rating agency*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with such Regulation].]

[[Insert the legal name of the relevant non-EU credit rating agency entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation"). However, the application for registration under the CRA Regulation of [insert the legal name of the relevant EU credit rating agency entity that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [insert the legal name of the relevant non-EU credit rating agency entity][, although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [insert the legal name of the relevant EU credit rating agency entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with the CRA Regulation].

The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (*delete as appropriate*)] which have been endorsed by *[insert the legal name of the relevant EU CRA entity that applied for registration]* may be used in the EU by the relevant market participants.]]

[If reference is made to the ratings of Citigroup Inc. then insert the legal name of the relevant credit rating agency entity and the status of its application under the CRA Regulation]

[Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating)

3. OPERATIONAL INFORMATION

ISIN Code:	[●]
Common Code:	[●]/[Not Applicable]
CUSIP:	[●]/[Not Applicable]
WKN:	[●]/[Not Applicable]
Valoren:	[●]/[Not Applicable]
CFI:	[●]/[Not Applicable]
FISIN:	[●]/[Not Applicable]

(If the CFI and/or FISIN is not required, requested or

available, it/they should be specified to be "Not Applicable")

Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme and DTC and the relevant identification number(s) and details relating to the relevant depository, if applicable:

[Not Applicable/*give name(s) and number(s)*] [and references to the [Relevant Clearing System/(specify)] shall be deemed to be references to such clearing system]

[The Notes will be accepted for settlement in Euroclear UK & Ireland Limited ("**CREST**") via the CREST Depository Interest ("**CDI**") mechanism]

[Euroclear Sweden AB]/[Euroclear Finland Oy]

Delivery:

Delivery [versus/free of] payment

Names and address of the Swedish Notes Issuing and Paying Agent (if any):

[Citibank Europe Plc (Sweden Branch), Stockholm, Sweden]/[Not Applicable]

Names and address of the Finnish Notes Issuing and Paying Agent (if any):

[Nordea Bank Finland Plc, Aleksis Kiven Katu 3-5, Helsinki, Finland]/[Not Applicable]

Names and addresses of additional Paying Agent(s) (if any):

[●]/[Not Applicable]

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]

[No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

4. **DISTRIBUTION**

(i) Method of distribution:

[Syndicated/Non-syndicated]

(ii) If syndicated, names [and addresses of the Lead Manager and the other Managers and underwriting commitments]:

[Not Applicable/*give names, addresses and underwriting commitments*]

(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place

the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers)

- (iii) [Date of [Subscription] Agreement: [Not Applicable][specify]]
- (iv) Stabilising Manager(s) (if any): [Not Applicable/give name]
- (v) If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]
- (vi) [Total commission and concession: [None/[●] per cent. of the Aggregate Principal Amount/No commissions and concessions are payable by the Issuer to the Dealer. The [(specify type of fee or commission)] payable by the Dealer to any distributor is (specify) of the Aggregate Principal Amount. Investors can obtain more information about the fee by contacting the Dealer at the address set out herein]
- (vii) [Selling restrictions: [Not Applicable/give details]

[Switzerland: The Notes may be offered, sold, advertised or otherwise distributed directly or indirectly, in, into or from Switzerland to investors other than qualified investors as defined in Article 10 of the Swiss Collective Investment Schemes Act. For the avoidance of doubt, such offer in Switzerland does not constitute a Non-exempt Offer for the purposes of the Prospectus Directive] (Include if the Notes are to be publicly offered in Switzerland)]
- (viii) Prohibition of Sales to EEA Retail Investors: [Not Applicable/Applicable]

(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified)

5. UNITED STATES TAX CONSIDERATIONS

[For U.S. federal income tax purposes, the Issuer intends to treat the Notes as [debt/fixed-rate debt/fixed-rate debt issued with OID/contingent payment debt instruments, [for which purpose, the comparable yield relating to the Notes will be [●]% compounded [semi-annually/quarterly/monthly], and the projected payment schedule with respect to a Note consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]/variable rate debt instruments/variable rate debt instruments issued with OID/foreign currency Notes/foreign currency Notes issued with OID/foreign currency contingent payment debt instruments, [for which purpose, the comparable yield relating to the Notes will be [●]% compounded [semi-annually/quarterly/monthly], and the projected payment schedule with respect to a Note consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]/short-term Notes/prepaid forward contracts or options/prepaid forward contracts or options with associated periodic payments/a put and a deposit, for which purposes, the Issuer will treat []% of each coupon on a Note as interest on the deposit and [●]% as put premium/[specify other]]. [The Notes are Non-U.S. Notes].

[The Issuer has determined that the Notes are Specified ELIs based on either the "delta" test or the "substantial equivalence" test, as indicated in the table below. Please see the table below for additional information with respect to Section 871(m), including information necessary to calculate the amounts of dividend equivalents for the Notes.]/[The Issuer has determined that the Notes are Specified ELIs because (i) the Issue Date for the Notes is in 2017 or 2018 and (ii) the Notes are "delta-one" within the meaning of Section 871(m).]/[The Issuer has determined that the Underlying(s) consist solely of one or more Qualified Indices and/or Qualified Index Securities and, therefore, that the Notes are not Specified ELIs.]/[The Issuer has determined that the Notes are

not Specified ELIs because (i) the Issue Date for the Notes is in 2017 or 2018 and (ii) the Notes are not "delta-one" within the meaning of Section 871(m).]/[The Issuer has determined that the Notes are not Specified ELIs for the purpose of Section 871(m).]/[The Issuer has determined that the Underlying(s) for the Notes consist solely of one or more indices whose sole U.S. equity components are Qualified Indices and/or Qualified Index Securities and, therefore, that the Notes are not Specified ELIs.]/[The Issuer has determined that the Underlying(s) for the Notes consist solely of (i) one or more Qualified Indices and/or Qualified Index Securities and/or (ii) Underlying (s) that are neither U.S. equities nor indices that include U.S. equities and, therefore, that the Notes are not Specified ELIs.]

[Include table below if (i) the Notes are Specified ELIs, or (ii) the Notes are not Specified ELIs based on either the "delta" test or the "substantial equivalence" test:

<i>Underlying(s)</i>	<i>U.S. Underlying Equities (Y/N)</i>	<i>Qualified Index/Qualified Index Security (Y/N)</i>	<i>Simple Contract (Y/N)</i>	<i>Delta (if Simple Contract)</i>	<i>Substantial Equivalence Test (if not a Simple Contract)</i>	<i>Number of Shares Multiplied by Delta (if Simple Contract)</i>	<i>Initial Hedge (if applicable)</i>
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

]

6. **[EXAMPLES TO EXPLAIN HOW THE VALUE OF THE INVESTMENT IS AFFECTED BY THE VALUE OF THE UNDERLYING(S)]**

THE SCENARIO[S] AND FIGURES PRESENTED BELOW ARE FOR ILLUSTRATIVE PURPOSES ONLY. THE EXAMPLE[S] SHOWN BELOW MAY NOT HAVE AN EQUAL LIKELIHOOD OF OCCURRENCE. THE [INTEREST AMOUNT[S]] [AND] [EARLY REDEMPTION AMOUNT AND] REDEMPTION AMOUNT IN RESPECT OF EACH NOTE WILL BE CALCULATED IN ACCORDANCE WITH THE CONDITIONS OF THE NOTES AS SET OUT IN THE "TERMS AND CONDITIONS OF THE NOTES" IN THE BASE PROSPECTUS AND THE TERMS IN PART A ABOVE. THE ISSUER[, GUARANTOR] AND DEALER MAKE NO REPRESENTATION THAT ANY OF THE SCENARIOS PROVIDED BELOW WILL OCCUR.

[Include examples (if appropriate) to provide a clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the Underlying(s)]

(Delete this paragraph if not applicable)

PRO FORMA PRICING SUPPLEMENT DRAFTING NOTES SCHEDULE 1

(Insert the table below into paragraph 10 of the Pro Forma Pricing Supplement, as required)

Interest Basis Table		
Interest Commencement Date	[Interest Period End Date(s) / Interest Payment Date(s)]	Type of Notes
[specify date]	[specify date]	[Fixed Rate Notes / [and] Floating Rate Notes / [and] Inflation Rate Notes / [and] DIR Inflation Linked Notes / [and] CMS Interest Linked Notes / [and] Inverse Floating Rate Notes / [and] Range Accrual Notes / [and] Digital [Band] Notes / [and] Spread Notes / [and] Volatility Bond Notes / [and] Previous Coupon Linked Notes / [and] Reserve Coupon Notes / [and] FX Performance Notes / [and] Dual Currency Notes]
[specify date] <i>(repeat as required)</i>	[specify date] <i>(repeat as required)</i>	[specify] <i>(repeat as required)</i>

(Insert the table below into paragraph 13(ii) of the Pro Forma Final Terms, as required)

Dual Currency Note Table	
Interest Payment Date(s)	Specified DC Valuation Date
[specify date] [adjusted in accordance with (Specify Business Day Convention)/ not adjusted] [(See General Condition 6(g) (Business Day Convention))]	[specify date]
[specify date] [adjusted in accordance with (Specify Business Day Convention)/ not adjusted] [(See General Condition 6(g) (Business Day Convention))] <i>(repeat as required)</i>	[specify date] <i>(repeat as required)</i>
[Optional Redemption Date(s)]	Specified DC Valuation Date
[specify date] [adjusted in accordance with (Specify Business Day Convention)/ not adjusted] [(See General Condition 6(g) (Business Day Convention))]	[specify date]
[specify date] [adjusted in accordance with (Specify Business Day Convention)/ not adjusted] [(See General Condition 6(g) (Business Day Convention))] <i>(repeat as required)</i>	[specify date] <i>(repeat as required)</i>
Maturity Date	Specified DC Valuation Date
[specify date] [adjusted in accordance with (Specify Business Day Convention)/ not adjusted] [(See General Condition 6(g) (Business Day Convention))]	[specify date]

(Insert the table below into paragraph 15(i)(A) (Fixed Rate Note Provisions) of the Pro Forma Pricing Supplement, as required)

[Interest Table]	
[Interest Payment Date(s)]	[Interest Amount/Broken Amount]
[●] [in each year] [adjusted in accordance with (<i>Specify Business Day Convention</i>)/ not adjusted] [(See General Condition 6(g) (<i>Business Day Convention</i>))]	[[●] per Calculation Amount]

(Insert the table below into paragraph 15(i)(A) (Fixed Rate Note Provisions) of the Pro Forma Pricing Supplement, as required)

[Rate Table]			
[Interest Period End Date(s)] [Interest Payment Date(s)]	[Specified Fixed Rate(s)]	[Margin]²²⁵	[Interest Participation Rate]²²⁶ [Minimum/Maximum Interest Amount]²²⁷
[Interest Payment Date(s) / [●]] in each year [adjusted in accordance with [<i>specify Business Day Convention</i>]/not adjusted]] (<i>repeat as required</i>)	[●] per cent. per annum (<i>repeat as required</i>)	[Not Applicable / [+/-][●] per cent. per annum] (<i>repeat as required</i>)	[●] / [Not Applicable] (<i>repeat as required</i>)

²²⁵ Delete if Margin is not applicable for all Interest Periods.

²²⁶ Delete if Interest Participation Rate is not applicable for all Interest Periods.

²²⁷ Insert for Range Accrual Notes where Minimum/Maximum Interest Amount is specified for any Interest Period/Interest Payment Date.

(Insert the table below into paragraph 15(i)(B) (Floating Rate Note Provisions) of the Pro Forma Pricing Supplement if more than one Floating Interest Rate and Screen Rate Determination is applicable, as required)

[Reference Rate Table]				
Interest Period End Date(s)	Reference Rate	Page	[Relevant Financial Centre] ²²⁸ [Interest Determination Date(s)] ²²⁹	[Reference Banks] ²³⁰ [Specified Time] ²³¹
[Interest Payment Date(s) / [●]] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]] [(See General Condition 6(g) (Business Day Convention))]	[●] month [(the "Designated Maturity") (include where Linear Interpolation is applicable)] [insert currency] [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)]	[●]	[●]	[●]

(Insert table below into paragraph 15(i)(B) (Floating Rate Note Provisions) of the Pro Forma Pricing Supplement if more than one Floating Interest Rate and ISDA Determination is applicable, as required)

[Floating Rate Table]			
Interest Period End Date(s)	Floating Rate Option	Designated Maturity	Reset Date
[Interest Payment Date(s) / [●]] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]] [(See General Condition 6(g) (Business Day Convention))]	[●]	[●]	[●] [First day of the relevant Interest Period]

²²⁸ Insert if not specified in the Valuation and Settlement Conditions.

²²⁹ Insert if not specified in the Valuation and Settlement Conditions.

²³⁰ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.

²³¹ Insert if not specified in the Valuation and Settlement Conditions.

(Insert table below into paragraphs 15(i)(B) (Floating Rate Note Provisions), 15(i)(C) (Inflation Rate Note Provisions), 15(i)(D) (DIR Inflation Linked Note Provisions), 15(i)(E) (CMS Interest Linked Note Provisions) or 15(iii) (Inverse Floating Rate Note Provisions) of the Pro Forma Pricing Supplement if there is more than one Margin, Interest Participation Rate or Minimum/Maximum Interest Rate (as applicable) for different Interest Periods, as required)

[Rate Table]				
[Interest Period End Date(s)] [Interest Payment Date(s)]	[Inverse Fixed Rate / Inverse Reference Rate/ Specified Rate 1 / Specified Rate 2] ²³²	[Margin [(Inverse Floating Interest Rate)]] ²³³	[Interest Participation Rate [(Inverse Floating Interest Rate)]] ²³⁴	[Minimum/Maximum Interest Rate] ²³⁵ [Minimum/Maximum Reference Rate] ²³⁶ [Minimum/Maximum Interest Amount] ²³⁷
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[●] / [Not Applicable] (repeat as required)	[Not Applicable / [+/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[●] / [Not Applicable] (repeat as required)

(Insert table below into paragraph 15(i)(E) (CMS Interest Linked Note Provisions) of the Pro Forma Pricing Supplement if "Worse of CMS Interest Rates" or "CMS Spread Interest Rate" is applicable and there is more than one Margin 1, Margin 2, Interest Participation Rate 1, Interest Participation Rate 2 or Minimum/Maximum Reference Rate (as applicable) in respect of CMS Reference Rate 1 and CMS Reference Rate 2 for different Interest Periods, as required)

[Rate Table]						
[Interest Period End Date(s)]	CMS Reference Rate 1			CMS Reference Rate 2		
	[Margin 1] ²³⁸	[Interest Participation Rate 1] ²³⁹	[Minimum/Maximum Reference Rate] ²⁴⁰	[Margin 2] ²⁴¹	[Interest Participation Rate 2] ²⁴²	[Minimum/Maximum Reference Rate] ²⁴³
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[Not Applicable / [+/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[Not Applicable / [+/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)	[●] / [Not Applicable] (repeat as required)

(Insert table below into paragraphs 15(iii) (Inverse Floating Rate Note Provisions) or 15(iv) (Range Accrual Note Provisions) of the Pro Forma Pricing Supplement if there is more than one Minimum/Maximum Reference Rate for different Interest Periods, as required)

Interest Period End	[reference rate][one[s]] ²⁴⁴	[reference rate][two[s]] ²⁴⁶	[Specified Rate 2] ²⁴⁸
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²³² Insert for Inverse Floating Rate Notes if different for each Interest Period/Interest Payment Date.

²³³ Delete if Margin is not applicable for all Interest Periods.

²³⁴ Delete if Interest Participation Rate is not applicable for all Interest Periods.

²³⁵ Delete if Minimum/Maximum Interest Rate is not applicable for all Interest Periods.

²³⁶ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

²³⁷ Insert for Inflation Rate Notes or Range Accrual Notes if the Minimum/Maximum Interest Amount specified is different for each Interest Period/Interest Payment Date.

²³⁸ Delete if Margin is not applicable for all Interest Periods.

²³⁹ Delete if Interest Participation Rate is not applicable for all Interest Periods.

²⁴⁰ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

²⁴¹ Delete if Margin is not applicable for all Interest Periods.

²⁴² Delete if Interest Participation Rate is not applicable for all Interest Periods.

²⁴³ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

²⁴⁴ Insert for Range Accrual Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

Date(s)	[Inverse Reference Rate]²⁴⁵	[Specified Rate 1]²⁴⁷	
	[Minimum/Maximum Reference Rate]²⁴⁹	[Minimum/Maximum Reference Rate]²⁵⁰	[Minimum/Maximum Reference Rate]²⁵¹
<i>[insert date(s)] (repeat as required)</i>	<i>[●] / [Not Applicable] (repeat as required)</i>	<i>[●] / [Not Applicable] (repeat as required)</i>	<i>[●] / [Not Applicable] (repeat as required)</i>

(Insert the table below into paragraph 15(iv) (Range Accrual Note Provisions) of the Pro Forma Pricing Supplement if the Interest Rate, the Barrier or the Upper Range and Lower Range is different for each Interest Period, as required)

[Range Accrual Table]			
[Interest Period End Date(s)]	[Reference Observation]* [Interest Rate]*	[Barrier] [Upper Range]	[Lower Range]
<i>[insert date(s)] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>

**insert additional columns for "Interest Rate" and "Reference Observation" for each Interest Period if different*

(insert table below into paragraph 15(iv) (Range Accrual Note Provisions) of the Pro Forma Pricing Supplement if Dual Reference Observation is applicable, and if the Interest Rate, Barrier 1 and Barrier 2, or the Upper Range 1 and Lower Range 1, Upper Range 2 and Lower Range 2, as applicable, is different for each Interest Period, as required)

[Range Accrual Table]					
Interest Period End Date(s)	[Interest Rate]*	Accrual Condition 1		Accrual Condition 2	
		[Barrier 1] [Lower Range 1] [Reference Observation 1]*	[Upper Range 1]	[Barrier 2] [Lower Range 2] [Reference Observation 2]*	[Upper Range 2]
<i>[insert date(s)] (repeat as required)</i>		<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>	<i>[specify] (repeat as required)</i>

**insert additional columns for "Interest Rate", "Reference Observation 1" under the heading "Accrual Condition 1" and "Reference Observation 2" under the heading "Accrual Condition 2", for each Interest Period if different.*

(insert table below into paragraph 15(vii) (Spread Note Provisions) of the Pro Forma Pricing Supplement if Relevant Spread Rate, or the Margin (Spread Interest Rate), Interest Participation Rate (Spread Interest Rate), Minimum Interest Rate and/or Maximum Interest Rate in respect of the Relevant Spread Rate for each Interest Period is different)

[Rate Table for Spread Note Provisions]			
[Interest Period End Date(s)]	[Relevant Spread Rate]²⁵²	[Margin (Spread Interest Rate)]²⁵³	[Minimum/Maximum Interest Rate]²⁵⁵

²⁴⁶ Insert for Range Accrual Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

²⁴⁸ Insert for Inverse Floating Rate Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

²⁴⁵ Insert for Inverse Floating Rate Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

²⁴⁷ Insert for Inverse Floating Rate Notes if Minimum/Maximum Reference Rate is different for any Interest Period.

²⁴⁹ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

²⁵⁰ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

²⁵¹ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

²⁵² Insert if different for each Interest Period.

		[Interest Participation Rate (Spread Interest Rate)]²⁵⁴	
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[No] [Option One] / [Spread Cap] applicable	[Not Applicable / +/-][●] per cent. per annum] (repeat as required)	[●] / [Not Applicable] (repeat as required)

(insert table below into paragraph 15(vii) (Spread Note Provisions) of the Pro Forma Pricing Supplement if Spread Rate 1 Margin, Spread Rate 2 Margin, Spread Rate 1 Interest Participation Rate, Spread Rate 2 Interest Participation Rate, Minimum Reference Rate and/or Maximum Reference Rate for each Interest Period is different)

Interest Period End Date(s)	[Spread Rate 1]		[Spread Rate 2] [Spread Rate 3]*	
	[Spread Rate 1 Margin]	[Spread Rate 1 Interest Participation Rate] ²⁵⁶ [Minimum/Maximum Reference Rate]*	[Spread Rate 2 Margin]* [Spread Rate 3 Margin]*	[Spread Rate 2 Interest Participation Rate] [Spread Rate 3 Interest Participation Rate] ²⁵⁷ [Minimum/Maximum Reference Rate]*
[insert date(s)] (repeat as required)	+/- [specify] (repeat as required)	[specify] (repeat as required)	+/- [specify] (repeat as required)	[specify] (repeat as required)

*insert, if applicable, an additional column for "Spread Rate 3", and additional columns for "Spread Rate 3 Margin", "Spread Rate 3 Interest Participation Rate" and/or "Minimum/Maximum Reference Rate" if different for each Interest Period.

²⁵³ Insert if Margin (Spread Interest Rate) is different for each Interest Period.

²⁵⁵ Delete if Minimum/Maximum Interest Rate is not applicable for all Interest Periods.

²⁵⁴ Insert if Interest Participation Rate (Spread Interest Rate) is different for each Interest Period.

²⁵⁶ Insert additional columns for Spread Rate 1 Interest Participation Rate or Spread Rate 2 Interest Participation Rate if different for each Interest Period.

²⁵⁷ Insert additional columns for Spread Rate 1 Interest Participation Rate or Spread Rate 2 Interest Participation Rate if different for each Interest Period.

(insert table below into paragraph 15(ix) (Previous Coupon Linked Note Provisions) of the Pro Forma Pricing Supplement if the Previous Coupon Reference Rate, Rate 1 and Rate 2 for each Interest Period or Interest Payment Date is different)

[Rate Table for Previous Coupon Linked Notes]				
Previous Coupon Linked Interest Rate				
[Interest Period End Date(s)] [Previous Coupon Linked Payment Date]	[Margin (Previous Coupon Linked Interest Rate)]²⁵⁸ [Interest Participation Rate (Previous Coupon Linked Interest Rate)]²⁵⁹	[Previous Coupon Reference Rate]	[Rate 1]²⁶⁰ [Rate 2]²⁶¹	[Minimum / Maximum Interest Rate]²⁶²
[Interest Payment Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]]	[Not Applicable / [+/-] [●] per cent. per annum] (repeat as required)	Previous Coupon[, [plus/minus] [(i)] Rate 1], multiplied by Rate 1 Participation Rate] [, [plus/minus] (ii) Rate 2], multiplied by Rate 2 Participation Rate] (repeat as required)	[●] / [Not Applicable] (repeat as required) [Relevant Swap Rate: [EUR/GBP/USD/Mid-Market] Swap Rate Designated Maturity: [●] [Relevant Financial Centre: [●]] Relevant Time: [●] Reference Currency: [●] Interest Determination Date(s): [●] Page: [●] Reference Banks: [●]] (insert if required)	[●] / [Not Applicable] (repeat as required)

(insert table below into paragraph 15(ix) (Previous Coupon Linked Note Provisions) of the Pro Forma Pricing Supplement if the Rate 1 Participation Rate, Rate 2 Participation Rate, Minimum / Maximum Reference Rate for each Interest Period or Interest Payment Date is different)

[Rate Table for Previous Coupon Linked Notes]				
Previous Coupon Reference Rate				
[Interest Period End Date(s)] [Previous Coupon Linked Payment Date]	Rate 1		Rate 2	
	[Rate 1 Participation Rate]²⁶³	[Minimum / Maximum Reference Rate]²⁶⁴	[Rate 2 Participation Rate]²⁶⁵	[Minimum / Maximum Reference Rate]²⁶⁶
[insert date(s)] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)	[specify] (repeat as required)

(insert table below into paragraph 15(x) (Reserve Coupon Note Provisions) of the Pro Forma Final Terms if the Reserve Coupon Rate for each Interest Period or Interest Payment Date is different)

²⁵⁸ Delete if Margin is not applicable for all Interest Periods.
²⁵⁹ Delete if Interest Participation Rate is not applicable for all Interest Periods.
²⁶⁰ Delete if Rate 1 for a Previous Coupon Reference Rate is the same for all Interest Periods.
²⁶¹ Delete if Rate 2 for a Previous Coupon Reference Rate is the same for all Interest Periods.
²⁶² Delete if Minimum/Maximum Interest Rate is not applicable for all Interest Periods.
²⁶³ Delete if Interest Participation Rate is not applicable for all Interest Periods.
²⁶⁴ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.
²⁶⁵ Delete if Interest Participation Rate is not applicable for all Interest Periods.
²⁶⁶ Delete if Minimum/Maximum Reference Rate is not applicable for all Interest Periods.

[Reserve Coupon Table for Reserve Coupon Notes]	
[Interest Period End Date(s)] [Interest Payment Date(s)]	Reserve Coupon
<i>[insert date(s)] (repeat as required)</i>	[●] per cent. per annum <i>(repeat as required)</i>

(insert table below into paragraph 15(xi) (FX Performance Note Provisions) of the Pro Forma Final Terms if the Reserve Coupon Rate for each Interest Period or Interest Payment Date is different)

[FX Performance Table for FX Performance Notes]					
[Interest Period End Date(s)] [Interest Payment Date(s)]	[FX Performance 1]	[FX Performance Valuation Date 1]	[FX Performance 2]	[FX Performance Valuation Date 2]	FX Performance Participation rate
<i>[insert date(s)] (repeat as required)</i>	[[●]] / FX Performance 1 shall be determined by reference to the Underlying specified in paragraph 13(ii) above / The rate determined as set out in paragraph 15(xi)II above] <i>(repeat as required)</i>	[[●]] / Not Applicable <i>(repeat as required)</i>	[[●]] / FX Performance 2 shall be determined by reference to the Underlying designated as such in paragraph 13(ii) above / The rate determined as set out in paragraph 15(xi)III above] <i>(repeat as required)</i>	[[●]] / Not Applicable <i>(repeat as required)</i>	[[●]] / Not Applicable <i>(repeat as required)</i>

PRO FORMA PRICING SUPPLEMENT DRAFTING NOTES SCHEDULE 2

(Details of Reference Rate(s) (or Specified Rate(s) in the case of Inverse Floating Rate Notes) to be inserted into the Pro Forma Pricing Supplement, as required)

[Reference Rate [One(s)]/Specified Rate [Fixed Interest Rate/Floating Interest Rate/CMS Interest Rate]
[One] *(insert for Inverse Floating Rate Notes)*]:

(insert if any Reference Rate is a Fixed Interest Rate) [Specified Fixed Rate:
(delete if not applicable)] [●] per cent. per annum

[Margin (for the Specified Fixed Rate):] [●]
(delete if not applicable)

[Interest Participation Rate (for the Specified Fixed Rate):] *(delete if not applicable)* [●]

(insert if any Reference Rate is a Floating Interest Rate) [Manner in which the Floating Interest Rate(s) is/are to be determined:] [Screen Rate Determination / ISDA Determination] applies

(insert if any Reference Rate is a Floating Interest Rate and Screen Rate Determination is applicable) [Screen Rate Determination:] [Applicable/Not Applicable]

- [Reference Rate: *[insert currency]* [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)] *(if more than one interest rate, specify Interest Period End Dates to which each interest rate applies by inserting a Reference Rate Table, the form of which is set out in Drafting Notes Schedule 1)*

- Designated Maturity: [●] month[s] [(the Designated Maturity) *(include where Linear Interpolation is applicable)*] [Not Applicable]

- Specified Time: [●][As specified in Valuation and Settlement Condition 3.8 *(Definitions)*][Not Applicable]

- Relevant Financial Centre: [●][As specified in Valuation and Settlement Condition 3.8 *(Definitions)*][Not Applicable]

- Interest Determination Date(s): [Daily/Periodic] Rate Determination is applicable:
[(Specify e.g. any relevant Valuation Date(s))/(specify)] day on which commercial banks are open for business (including dealing in foreign exchange and foreign currency deposits) in *[(specify)]* prior to the start of each Interest Period/First day of each Interest Period/*[(specify)]* day on which the TARGET2 System is open prior to the start of each Interest Period] [As specified in Valuation and Settlement Condition 3.8 *(Definitions)*]

- Page: [●]
 - Reference Banks: [●][As specified in Valuation and Settlement Condition 3.8 (*Definitions*)]
 - [Margin (for the Screen Rate):] (*delete if not applicable*) [●]
 - [Interest Participation Rate (for the Screen Rate):] (*delete if not applicable*) [●]
- (*insert if any Reference Rate is a Floating Interest Rate and ISDA Determination is applicable*) [ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●][First day of the relevant Interest Period]
 - [Margin (for the ISDA Rate):] (*delete if not applicable*) [●]
 - [Interest Participation Rate (for the ISDA Rate):] (*delete if not applicable*) [●]
- (*insert if Reference Rate is a CMS Interest Rate*) [CMS Interest Rate: [Single CMS Interest Rate/Worse of CMS Interest Rates/CMS Spread Interest Rate]
- | | | |
|--|--|---|
| | ["CMS Reference Rate [1]"] (<i>If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert heading "CMS Reference Rate 1"</i>) | ["CMS Reference Rate 2"] (<i>If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert this column</i>) |
|--|--|---|
- Relevant Swap Rate: [EUR/GBP/USD/ Mid-Market] Swap Rate [●][EUR/GBP/USD/ Mid-Market] Swap Rate
 - Designated [●][month[s]/year[s]] [●][month[s]/year[s]]

Maturity:

- Relevant Financial Centre:]
(Insert if Relevant Swap Rate is Mid-Market Swap Rate)
- Relevant Time:
- Reference Currency:
- Interest Determination Date(s): [[Daily/Periodic] Rate Determination is applicable:] [[Daily/Periodic] Rate Determination is applicable:]
- Page:
- Reference Banks: [As specified in Valuation and Settlement Condition 3.2(b)(iv) (CMS Reference Rate Fallback Provisions)] [As specified in Valuation and Settlement Condition 3.2(b)(iv) (CMS Reference Rate Fallback Provisions)]
- (insert if any Reference Rate is subject to a Minimum Reference Rate)* [Not Applicable] [Not Applicable]
 [Minimum Reference Rate:
- (insert if any Reference Rate is subject to a Maximum Reference Rate)* [Not Applicable] [Not Applicable]
 [Maximum Reference Rate:
- Margin [1] (for CMS Reference Rate [1]): [Not Applicable/+/-[] per cent. per annum] *(specify each Margin [1] if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*

(If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph)
- Margin 2 (for CMS Reference Rate 2):] [Not Applicable/+/-[] per cent. per annum] *(specify each Margin 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)*
- Interest Participation Rate [1] (for CMS Reference Rate [1]): /[Not Applicable] *(specify each Interest Participation Rate [1] if more than one by inserting a Rate Table, the form of which*

is in Drafting Notes Schedule 1)

(If CMS Interest Rate is "Worse of CMS Interest Rates" or "CMS Spread Interest Rate", insert the following sub-paragraph)

- Interest Participation Rate 2 (for CMS Reference Rate 2): [●]/[Not Applicable]
(specify each Interest Participation Rate 2 if more than one by inserting a Rate Table, the form of which is in Drafting Notes Schedule 1)]

[Reference Rate [One(s)/Two(s)] /Specified Rate Two (insert for Inverse Floating Rate Notes):] [Fixed Interest Rate/ Floating Interest Rate/CMS Interest Rate] *(repeat above details as required for Reference Rate Two or if there is more than one Reference Rate Ones, or Specified Rate Two for Inverse Floating Rate Notes)*

[SCHEDULE TO PRICING SUPPLEMENT]

(Insert as a Schedule to the Pricing Supplement as required)

<i>(Insert if Reference Observation (or if Dual Reference Observation is applicable, Reference Observation 1 and Reference Observation 2) is different for each Interest Period)</i>				
[Reference Observation Table]				
	Reference Observation [1] [2]*			
	Reference Rate [One[s]] <i>(repeat as required if more than one Reference Rate One)</i>			
Interest Period End Date(s)	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ²⁶⁷ [Reset Date] [Interest Determination Date(s)] ²⁶⁸	[Reference Banks] ²⁶⁹ [Specified Time/Relevant Time] ²⁷⁰
[Interest Date(s) / [●] in each year [adjusted in accordance with [specify Business Day Convention]/not adjusted]] (See General Condition 6(g) (Business Day Convention))	[Specified Fixed Rate: [●] % per annum] [Reference Rate: [●] month[s] [(the Designated Maturity) (include where Linear Interpolation is applicable)] [insert currency] [EURIBOR / LIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR] [BBSW (being the Sydney average mid rate for AUD bills of exchange)] [BKBM (being the Wellington rate for New Zealand Dollar bills of exchange)]] [Floating Rate Option: [●] month[s] (the Designated Maturity) [●]] [Relevant Swap Rate: [month[s]/year[s]] (the Designated Maturity) [EUR/GBP/USD/Mid-Market] Swap Rate Reference Currency: [●]]	[●]	[●]	[●]

²⁶⁷ Insert if not specified in the Valuation and Settlement Conditions.

²⁶⁸ Insert if not specified in the Valuation and Settlement Conditions.

²⁶⁹ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.

²⁷⁰ Insert if not specified in the Valuation and Settlement Conditions.

	[Reference Rate Ones]			
	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ²⁷¹ [Reset Date] [Interest Determination Date(s)] ²⁷²	[Reference Banks] ²⁷³ [Specified Time/Relevant Time] ²⁷⁴
	[Reference Rate Two[s]] <i>(repeat as required if more than one Reference Rate Two)</i>			
	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ²⁷⁵ [Reset Date] [Interest Determination Date(s)] ²⁷⁶	[Reference Banks] ²⁷⁷ [Specified Time/Relevant Time] ²⁷⁸
	[Reference Rate Two[s]]			
	Specified Fixed Rate/Reference Rate/Floating Rate Option/Relevant Swap Rate	[Page]	[Relevant Financial Centre] ²⁷⁹ [Reset Date] [Interest Determination Date(s)] ²⁸⁰	[Reference Banks] ²⁸¹ [Specified Time/Relevant Time] ²⁸²

* Insert additional columns for Reference Observation 2 if different for each Interest Period

²⁷¹ Insert if not specified in the Valuation and Settlement Conditions.
²⁷² Insert if not specified in the Valuation and Settlement Conditions.
²⁷³ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.
²⁷⁴ Insert if not specified in the Valuation and Settlement Conditions.
²⁷⁵ Insert if not specified in the Valuation and Settlement Conditions.
²⁷⁶ Insert if not specified in the Valuation and Settlement Conditions.
²⁷⁷ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.
²⁷⁸ Insert if not specified in the Valuation and Settlement Conditions.
²⁷⁹ Insert if not specified in the Valuation and Settlement Conditions.
²⁸⁰ Insert if not specified in the Valuation and Settlement Conditions.
²⁸¹ Insert if Reference Rate is other than LIBOR, EURIBOR, BBSW or BKBM.
²⁸² Insert if not specified in the Valuation and Settlement Conditions.