Citigroup Global Markets Europe AG

Frankfurt am Main

(Issuer)

Base Prospectus

for the issuance, increase, a resumption or continuation of the offer of

Warrants

relating to

shares or securities representing shares, indices, exchange rates, commodities, funds, exchange traded funds, futures contracts

Date of the Base Prospectus is 29 September 2020.

Table of Contents

I. GENERAL DESCRIPTION OF THE PROGRAMME 8

1. General description of the Base Prospectus 8

2. General information about the Issuer 8

3. General information about the Securities 8

4. Overview regarding the of the offer and trading of the Securities 9

5. Important Notice..10

II. RISK FACTORS..12

A. Risk factors relating to the Issuer 12

B. Risk factors associated with the Warrants 12

1. Risk related to the redemption profile of the Securities 13

1.1 Product No. 1: Risks resulting from the redemption profile of classic (plain vanilla) Call or Put Warrants..13

1.2 Product No. 2: Risks resulting from the redemption profile of Turbo Bull / Limited Turbo Bull or Turbo Bear / Limited Turbo Bear Warrants with knock-out 15

1.3 Product No. 3: Risks resulting from the redemption profile of Open End Turbo Bull / BEST Turbo Bull Warrants or Open End Turbo Bear / BEST Turbo Bear Warrants with knock-out..17

1.4 Product No. 4: Risks resulting from the redemption profile of Mini Future Long / Unlimited Turbo Long Warrants or Mini Future Short / Unlimited Turbo Short Warrants..22

1.5 Product No. 5: Risks resulting from the redemption profile of Capped / Discount Call or Capped / Discount Put Warrants..28

1.6 Product No. 6: Risks resulting from the redemption profile of Straddle Warrants 29

1.7 Product No. 7: Risks resulting from the redemption profile of Digital Call or Digital Put Warrants 30

1.8 Product No. 8: Risks resulting from the redemption profile of Barrier Warrants with knock-out (Up-and-Out Call or Down-and-Out Put Warrants) 30

2. Risks arising from the Terms and Conditions of the Securities 33

2.1 *Risks due to ordinary or extraordinary termination of the Securities*....................34

2.2 *Risk due to market disruption events and currency disruption events* 35

2.3 *Risks due to adjustments*..37

2.4 *Risk of extraordinary termination due to a withholding or reporting obligation under Section 871(m)* 38

2.5 *Special risks associated with the exercise of Warrants with American type of exercise (Product No. 1), Barrier Warrants with American type of exercise (Product No. 8), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Mini Future / Unlimited Turbo Warrants (Product No. 4)* 39

2.6 *Postponement of the maturity for legal or factual reasons* 41

2.7 *Exchange rate risk in connection with the Securities* 41

2.8 *Risk in the case of a replacement of the Issuer* 43

2.9 *Risk in connection with determinations by the calculation agent* 43

2.10 *Risk in case of corrections, changes, or amendments to the Terms and Conditions* 44

3. Risks related to the investment in, the holding and selling of the Securities 44

3.1 *Market price risk* 45

3.2 *Liquidity risks* 45

3.3 *Risks in connection with the determination of the prices of the Securities in the secondary market / pricing risks* 48

3.4 *Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)* 50

3.5 *Risk of tradability of the Warrants immediately before final maturity* 52

3.6 *Special risks in connection with tradability for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)* 53

3.7 *Risks in connection with conflicts of interest* 54

3.8 *Taxation risks* 55

4. Risks that apply to individual underlyings 58

4.1 *Risks in connection with indices as underlying* 58

4.2 *Risks in connection with shares or securities representing shares as the underlying* 61

4.3 *Special Risks in connection with securities representing shares as the underlying* 62

4.4 *Risk in connection with dividends as constituent of an underlying* 63

4.5 *Risk in connection with exchange rates as the underlying* 64

4.6 *Risk in connection with commodities as the underlying* 66

4.7 *Risk in connection with funds as the underlying* 68

4.8 *Special risk in connection with exchange traded funds as the underlying* 70

4.9 *Risk in connection with futures contracts as the underlying* 70

5. Special material risks which apply to all or several underlyings 72

5.1 *Risk upon termination of hedging transactions of the Issuer* 72

5.2 *Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)* 73

5.3 *Risk in connection with the regulation and reform of reference values ("Benchmarks")*... 74

III. INFORMATION CONCERNING THE SECURITIES 76

1. General information about the Warrants 76

1.1 Type and class of the Securities and ISIN 76

1.2 Form of the Securities, transferability and depository agents 76

1.3 Applicable law, classification and ranking of the Securities 78

1.4 Redemption procedures for the Securities 79

1.5 Paying agents and calculation agents.. 80

1.6 Description of the rights 80

1.7 Procedure for the exercise 80

1.8 Issue date, exercise date, valuation date 81

1.9 Cash amount, reference price on exercise, reference rate for currency conversion.. 81

1.10 Regular income from the securities 81

2. Conditions and preconditions for the offer of the Securities.. 82

2.1 Offeror and offer method... 82

2.2 Issue price, price calculation and costs and taxes on purchase............................... 82

2.3 Delivery of the Securities 83

3. Listing and trading.. 83

4. Resolution forming the basis for new issues 84

5. Reasons for the offer and use of proceeds... 84

6. Interests of natural and legal persons involved in the issue 84

7. Dependence of any income from the Warrants on their tax treatment 85

8. General considerations relating to the investment in, holding and selling of the Securities 85

9. Information about the underlying 86

9.1 General description of the underlying 86

9.2 Indices as underlying provided by a legal or natural person acting in conjunction with or on behalf of the Issuer 86

9.3 Underlying assets which are a benchmark within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 87

9.4 Market disruption in relation to the underlying 87

9.5 Adjustments to the Terms and Conditions of Securities due to events affecting the underlying 88

9.6 Publication of additional information after issuance 88

IV. DESCRIPTION OF THE MECHANISM OF THE SECURITIES 89

Product No. 1: Description of classic (plain vanilla) Call or Put Warrants 89

Product No. 2: Description of Turbo Bull / Limited Turbo Bull or Turbo Bear / Limited Turbo Bear Warrants with knock-out 91

Product No. 3: Description of Open End Turbo / BEST Turbo Warrants with knock-out ... 93

Product No. 4: Description of Mini Future / Unlimited Turbo Warrants with knock-out..... 94

Product No. 5: Description of Capped Call or Capped Put Warrants 96

Product No. 6: Description of Straddle Warrants 98

Product No. 7: Description of Digital Call or Digital Put Warrants 99

Product No. 8: Description of Barrier Warrants with knock- out (Up-and-Out Call or Down-and-Out Put Warrants) 100

V. IMPORTANT INFORMATION ABOUT THE ISSUER 104

VI. TERMS AND CONDITIONS 105

1. Issue Specific Conditions 106

Part A. Product Specific Conditions 106

Product No. 1: Product Specific Conditions of classic (plain vanilla) Call or Put Warrants *106*

Product No. 2: Product Specific Conditions of Turbo Bull or Bear / Limited Turbo Bull or Bear Warrants with Knock-Out *114*

Product No. 3: Product Specific Conditions of Open End Turbo / BEST Turbo Warrants with Knock-Out *119*

Product No. 4: Product Specific Conditions of Mini Future / Unlimited Turbo Warrants *129*

Product No. 5: Product Specific Conditions of Capped Call or Capped Put Warrants *140*

Product No. 6: Product Specific Conditions of Straddle Warrants *145*

Product No. 7: Product Specific Conditions of Digital Call or Digital Put Warrants .. *150*

Product No. 8: Product Specific Conditions of Barrier Warrants with Knock-Out (Up-and-Out Call or Down-and-Out Put Warrants) *155*

Part B. Underlying Specific Conditions 163

Underlying Specific Conditions in the case of an index as the Underlying *163*

Underlying Specific Conditions in the case of shares or securities representing shares as the Underlying *166*

Underlying Specific Conditions in the case of exchange rates as the Underlying *169*

Underlying Specific Conditions in the case of commodities as the Underlying *171*

Underlying Specific Conditions in the case of futures contracts as the Underlying *176*

2. General Conditions 180

VII. FORM OF FINAL TERMS 190

VIII. CERTAIN CONSIDERATIONS FOR ERISA AND OTHER U.S. EMPLOYEE BENEFIT PLANS 206

IX. SELLING RESTRICTIONS 208

1. General 208
2. United States of America 208
3. United Kingdom 214
4. European Economic Area 214

X. NOTICE TO INVESTORS 216

XI. GENERAL INFORMATION ABOUT THE BASE PROSPECTUS 218

1. Form of the Base Prospectus 218
2. Publication 218
3. Approval, expiry and notification of the base prospectus 219
4. Resumption of the Public Offer of Warrants 219
5. Continuation of the public offer of Warrants 220
6. Increase of issue size 220
7. Responsibility for the Base Prospectus 221
8. Information from third parties 221
9. Information incorporated by reference 222

10. Availability of documents 222
XII. CONSENT TO THE USE OF THE PROSPECTUS 224
XIII. CONTINUED OFFERS 225

I. GENERAL DESCRIPTION OF THE PROGRAMME

1. General description of the Base Prospectus

Citigroup Global Markets Europe AG (the "**Issuer**") intends to publicly offer warrants (the "**Warrants**" or the "**Securities**") for sale and/or apply for admission to trading of the Securities in Germany, Portugal, France, the Netherlands, Finland and Sweden (each an "**Offer State**", together the "**Offer States**"). For this purpose, the Issuer has prepared and published this Base Prospectus for Warrants dated 29 September 2020 (the "**Prospectus**" or the "**Base Prospectus**").

This Base Prospectus dated 29 September 2020 constitutes a base prospectus for non-equity securities within the meaning of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC as amended from time to time (the "**Prospectus Regulation**").

General information on this Base Prospectus may be found in section "XI. GENERAL INFORMATION ABOUT THE BASE PROSPECTUS".

2. General information about the Issuer

Issuer is Citigroup Global Markets Europe AG, Frankfurt am Main. The Issuer was founded in Germany and is a stock corporation (AG) under German law. The address of the Issuer is:

Citigroup Global Markets Europe AG
Frankfurter Welle
Reuterweg 16
60323 Frankfurt am Main
Federal Republic of Germany
Phone: + 49 (0) 69-1366-0

The website of the Issuer is: www.citifirst.com

The Legal Entity Identifier (LEI) is: 6TJCK1B7E7UTXP528Y04.

Further information about the Issuer may be found in section "V. IMPORTANT INFORMATION ABOUT THE ISSUER". Specific risks associated with the Issuer may be found in section "II. RISK FACTORS" under "A. RISK FACTORS RELATING TO THE ISSUER".

3. General information about the Securities

The Securities are issued as bonds within the meaning of § 793 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").

The Securities grants the holder of the Security (the "**Security Holder**") the right to require the Issuer to pay a cash amount.

The securities are structured bonds. This means that the redemption of the securities and other payments under the Securities depend on the price performance of an underlying asset (the "underlying"). The underlying may be a share or security representing shares, a dividend, an index, an exchange rate, a commodity, a fund, an exchange traded fund, a futures contract.

The Securities differ in terms of their structure and mechanism. Even though all warrant types offered under this Base Prospectus have special features in their structure all Securities covered by this Base Prospectus have the characteristic that they are not capital protected. This means that the redemption of the Securities can be below the issue price of the respective Securities. If the Securities are exercised (by the investor or automatically), the level of the cash amount depends on the reference price of the underlying on the valuation date specified in the relevant terms and conditions of the Warrants (the "**Terms and Conditions**"). Depending on the performance of the underlying, an investor may lose part or all of his or her capital amount (**risk of total loss**). The capital amount paid for the purchase includes all other costs associated with the purchase.

Turbo Warrants (Product No. 2), Open End Turbo Warrants with Knock-Out (Product No. 3), Mini Future Warrants (Product No. 4) and Barrier Warrants (Product No. 8), on the other hand, may expire prematurely worthless upon the occurrence of a knock-out event (**risk of total loss**).

No interest is paid on the Securities. The Securities are redeemed in cash on the maturity date, provided that there is a payout. There is no physical delivery of the underlying.

A detailed description of the individual warrant types and the way in which payments under the Securities depend on the underlying can be found in section "IV. DESCRIPTION OF THE MECHANISM OF THE SECURITIES" in connection with the relevant Terms and Conditions in section "VI. TERMS AND CONDITIONS". A detailed description of the risk factors associated with an investment in the Securities which are specific to the Issuer and/or the Securities and which, in the opinion of the Issuer, are material to an informed investment decision, is to be found in section "II. RISK FACTORS".

Potential purchasers of the Securities issued under this Base Prospectus should have experience with respect to transactions in instruments such as the Warrants or the respective underlying. Potential purchasers should understand the risks associated with an investment in the Warrants and thoroughly review the following points together with their legal, tax, financial and other advisers prior to making an investment decision: (i) the suitability of an investment in the Warrants in view of their own particular situation from a financial, tax or any other point of view, (ii) the information in this Base Prospectus, including any supplements, and in the respective final terms ("**Final Terms**") (including all the risk factors contained therein with respect to the underlying) and (iii) the underlying. An investment in the Warrants should be made only after estimating the expected progression, occurrence and range of potential future movements in the price of the underlying, since the return on the respective investment depends, among other things, on fluctuations of that type.

4. <u>Overview regarding the of the offer and trading of the Securities</u>

The offeror of the Warrants is the Issuer unless otherwise specified in the Final Terms.

With regard to the public offer of the Securities, certain conditions apply. In particular, the Securities may be offered within a subscription period or without subscription period. A detailed description of the conditions of the offer of the Securities is set out in section "III. INFORMATION CONCERNING THE SECURITIES" under "2. Conditions and preconditions for the offer of the Securities" as well as in section "IX. SELLING RESTRICTIONS".

The Issuer may apply for admission of the Securities to trading on a regulated market, another third country market, a multilateral trading system and/or another exchange or another market and/or trading system. Under normal market conditions, the Issuer intends to regularly quote bid and ask prices for the Warrants. However, the Issuer does not assume any legal obligation whatsoever towards the Security Holders to provide such prices, nor for their appropriateness or the occurrence of such prices. A detailed description of the conditions and preconditions for admission to trading and trading rules are set out in section "III. INFORMATION CONCERNING THE SECURITIES" under "3. Listing and trading".

5. Important Notice

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the Securities Act), or with any securities regulatory authority of any state or other jurisdiction of the United States and no person has registered nor will register as a commodity pool operator of the Issuer or a commodity trading advisor under the U.S. Commodity Exchange Act, as amended (the CEA) and the rules of the U.S. Commodity Futures Trading Commission thereunder (the CFTC Rules). Furthermore, the Issuer has not been registered and will not be registered as an "investment company" under the U.S. Investment Company Act of 1940, as amended. Consequently, the Securities may not be offered, sold, pledged, resold, delivered or otherwise transferred at any time except in an "offshore transaction" (as such term is defined under Regulation S under the Securities Act (Regulation S)) to persons that: (1) are not "U.S. persons" (as such term is defined under Rule 902(k)(1) of Regulation S); (2) do not come within any definition of U.S. person for any purpose under the CEA or any CFTC Rule, guidance or order proposed or issued by the CFTC under the CEA (for the avoidance of doubt, any person who is not a "Non-United States person" as such term is defined under CFTC Rule 4.7(a)(1)(iv), under the Commission regulation 23.160 and the CFTC's Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations, 78 Fed. Reg. 45292 (26 July 2013), shall be considered a U.S. person); and (3) are not "United States persons" within the meaning of Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") (any such person falling within (1), (2), and (3) immediately above, a Permitted Purchaser). If a Permitted Purchaser acquiring the Securities is doing so for the account or benefit of another person, such other person must also be a Permitted Purchaser. Each purchaser acquiring the Securities is deemed to represent and warrant that either (1) it is not and will not be (i) an employee benefit plan as described in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") that is subject to the provisions of Title I of ERISA, (ii) a plan described in Section 4975(e)(1) of the Code, that is subject to Section 4975 of the Code, (iii) any entity deemed to hold plan assets of such employee benefit plan or plan (each of (i), (ii), and (iii) are referred to as "Benefit Plan Investors") or (iv) any plan that is subject to a law that is similar to the fiduciary responsibility or prohibited transaction provisions of ERISA or Section 4975 of the

Code ("Similar Law") or (2) the acquisition and holding of the Securities will not, in the case of a Benefit Plan Investor, give rise to a nonexempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Code because such acquisition and holding satisfies the conditions for relief under an applicable prohibited transaction exemption, or, in the case of a plan subject to Similar Law, result in a violation of Similar Law. The Securities do not constitute, and have not been marketed as, commodity interests subject to the CEA and trading in the Securities has not been approved by the U.S. Commodity Futures Trading Commission under the CEA. For a description of certain restrictions on offers, sales and transfers of Securities, see "IX. SELLING RESTRICTIONS" below. Each purchaser and transferee of the Securities will be deemed to have made certain acknowledgments, representations and agreements as set out in the section below titled "X. NOTICE TO INVESTORS".

II. RISK FACTORS

An investment in the Warrants issued under this Base Prospectus (the "**Warrants**" or the "**Securities**") is subject to certain risks. These risks may exist individually or in combination with other risk factors and may be mutually reinforcing. The risk factors which are material in the view of Citigroup Global Markets Europe AG (the "**Issuer**") are summarised below.

A. Risk factors relating to the Issuer

With regard to the risks associated with the Issuer, reference is made to the Issuer's registration document dated 28 May 2020 (the "**Registration Document**") filed with the German Federal Financial Supervisory Authority ("**BaFin**"). The information contained therein is included in the Base Prospectus by reference in accordance with Article 19 of the Prospectus Regulation (see section "XI. GENERAL INFORMATION ABOUT THE BASE PROSPECTUS" under "9. Information incorporated by reference").

B. Risk factors associated with the Warrants

In the following description, the risk factors are classified into categories and subcategories depending on their nature. Within the individual categories and subcategories, the two most material risk factors in the opinion of the Issuer are presented first. It is also possible that within a category or subcategory only one material risk factor or more than two risk factors are presented. The assessment of the materiality of the risk factors is determined by the Issuer on the basis of the probability of their occurrence and the expected magnitude of their negative impact. The extent of the negative impact on the Warrants is described, for example, by reference to the amount of possible losses of the capital invested (including a potential total loss), the market price or the limitation of income from the Warrants. The order of presentation in the case of more than two risk factors within each category or subcategory does not represent a statement on the probability of occurrence or on the severity or significance of the individual risks.

For the risks associated with the Warrants, materiality depends largely on the parameters specified in the Final Terms. Examples of such parameters are the underlying, the strike, the maturity, the barrier observation time, if applicable, and relevant barrier etc. These parameters determine both the probability of occurrence of a certain event and the associated risk as well as the extent of the impact on the Warrant if the risk materializes.

The risk factors associated with the Warrants in the view of the Issuer will be presented in the following categories:

- Risk related to the redemption profile of the Securities (under 1.)
- Risks arising from the Terms and Conditions of the Securities (under 2.)
- Risks related to the investment in, the holding and selling of the Securities (under 3.)
- Risks that apply to individual underlyings (under 4.)
- Special material risks which apply to all or several (under 5.)

Within the categories, a further subdivision into subcategories is made where appropriate. Further information on this can be found in the introduction of the respective risk category.

1. Risk related to the redemption profile of the Securities

This category shows the specific risks resulting from the redemption profile of the individual type of Warrants. The cash amounts of the Securities are determined upon exercise or at maturity of these Securities on the basis of the reference price of the underlying. Accordingly, the risks arising from the redemption profiles are presented separately for each type of Warrants.

1.1 Product No. 1: Risks resulting from the redemption profile of classic (plain vanilla) Call or Put Warrants

This section describes the specific risks associated with the purchase of Call or Put Warrants (hereinafter the "**Call Warrants**" or "**Put Warrants**", together the "**Warrants**").

Risks associated with the purchase of Call Warrants with European type of exercise

In the case of Call Warrants with European type of exercise the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Call Warrant expires worthless. It is irrelevant whether the price of the underlying is possibly also considerably higher than its strike during the term of the Warrant and for a longer period of time. The sole decisive factor is the reference price on the valuation date.

In the case of Call Warrants with European type of exercise, the Security Holder therefore bears the risk that the reference price of the underlying on the valuation date is at or below the Warrant's strike. This is because in this case the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Risks associated with the purchase of Call Warrants with American type of exercise

In the case of Call Warrants with American type of exercise, after effective exercise of the warrants within the exercise period, usually within five (5) banking days or at the latest on the maturity date, investors receive as cash amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Call Warrant expires worthless.

Therefore, in the case of Call Warrants with American type of exercise, the Security Holder's risk is that the price of the underlying declines. This usually leads to the value of the Warrant also decreasing.

In addition, the Security Holder bears the following risks if the price of the underlying falls:

- The reference price of the underlying is above the strike of the Warrant at no time during the exercise period;
- The reference price of the underlying is temporarily higher than the strike of the Warrant during the exercise period. However, the Security Holder fails to exercise or sell the Warrant in time. At the end of the exercise period, the reference price of the underlying is below the strike again.

In these cases, the Warrant expires worthless upon expiry of the exercise period. The Security Holder incurs a **total loss** in relation to the purchase price paid to purchase the Warrant (plus transaction costs).

The risk of a total loss increases the further the price of the underlying falls below the strike.

Risks associated with the purchase of Put Warrants with European type of exercise

In the case of Put Warrants with European type of exercise the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or higher than the strike, the Put Warrant expires worthless. It is irrelevant whether the price of the underlying is possibly also considerably lower than its strike during the term of the Warrant and for a longer period of time. The sole decisive factor is the reference price on the valuation date.

In the case of Put Warrants with European type of exercise, the Security Holder therefore bears the risk that the reference price of the underlying on the valuation date is at or above the Warrant's strike. This is because in this case the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Risks associated with the purchase of Put Warrants with American type of exercise

In the case of Put Warrants with American type of exercise, after effective exercise of the warrants within the exercise period, usually within five (5) banking days or at the latest on the maturity date, investors receive as cash amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or higher than the strike, the Put Warrant expires worthless.

Therefore, in the case of Put Warrants with American type of exercise, the Security Holder's risk is that the price of the underlying rises. This usually leads to the value of the Warrant decreasing.

In addition, the Security Holder bears the following risks if the price of the underlying rises:

- The reference price of the underlying is below the strike of the Warrant at no time during the exercise period;
- The reference price of the underlying is temporarily lower than the strike of the Warrant during the exercise period. However, the Security Holder fails to exercise or sell the Warrant in time. At the end of the exercise period, the reference price of the underlying is above the strike again.

In these cases, the Warrant expires worthless upon expiry of the exercise period. The Security Holder incurs a **total loss** in relation to the purchase price paid to purchase the Warrant (plus transaction costs).

The risk of a total loss increases the further the price of the underlying rises above the strike.

1.2 Product No. 2: Risks resulting from the redemption profile of Turbo Bull / Limited Turbo Bull or Turbo Bear / Limited Turbo Bear Warrants with knock-out

This section describes the specific risks associated with the purchase of Turbo Bull / Limited Turbo Bull Warrants or Turbo Bear / Limited Turbo Bear Warrants (hereinafter the "**Turbo Bull / Limited Turbo Bull Warrants**" or "**Turbo Bear / Limited Turbo Bear Warrants**", together the "**Warrants**").

Risks associated with the purchase of Turbo Bull / Limited Turbo Bull Warrants

In the case of Turbo Bull / Limited Turbo Bull Warrants the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Turbo Bull / Limited Turbo Bull Warrant expires worthless.

In the case of Turbo Bull / Limited Turbo Bull Warrants, however, the term of the Warrants ends prematurely at the knock-out time and the option rights expire worthless if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or falls below the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. These consequences apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. Due to the risk of a knock-out event occurring, Turbo Bull / Limited Turbo Bull Warrants are particularly risky securities. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Turbo Bull / Limited Turbo Bull Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" of section "4. Risks that apply to individual underlyings" of this risk description.

If the price of the underlying is close to the knock-out barrier and if the expected price fluctuation margin of the underlying, which is calculated on the basis of current market prices, (the so-called "implied volatility") increases, the probability of a knock-out event occurring increases. If, on the other hand, the implied volatility declines, the probability of a knock-out event occurring decreases. Other risks associated with implied volatility are described in section "3. Risks related to the investment in, the holding and selling of the Securities" in subsection "3.4 Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" under "Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)" in this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

In the case of Turbo Bull / Limited Turbo Bull Warrants referencing a share, a security representing shares or a price index as underlying, the Security Holder also bears the following risk: Dividend payments are in many cases associated with a discount of the gross dividend from the stock market price of the share or the security representing shares. If the price of the share, the security representing shares or a price index including such a share or security representing shares moves close to the knock-out barrier, the discount on the stock market price can trigger a knock-out event.

With Turbo Bull / Limited Turbo Bull Warrants, the Security Holder therefore bears the risk that a knock-out event occurs or that the reference price of the underlying on the valuation date is at or below the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Risks associated with the purchase of Turbo Bear / Limited Turbo Bear Warrants

In the case of Turbo Bear / Limited Turbo Bear Warrants the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or above the strike, the Turbo Bear / Limited Turbo Bear Warrant expires worthless.

In the case of Turbo Bear / Limited Turbo Bear Warrants, however, the term of the Warrants ends prematurely at the knock-out time and the option rights expire worthless if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or rises above the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. These consequences apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. Due to the risk of a knock-out event occurring, Turbo Bear / Limited Turbo Bear Warrants are particularly risky securities. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Turbo Bear / Limited Turbo Bear Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" of section "4. Risks that apply to individual underlyings" of this risk description.

If the price of the underlying is close to the knock-out barrier and if the expected price fluctuation margin of the underlying, which is calculated on the basis of current market prices, (the so-called "implied volatility") increases, the probability of a knock-out event occurring increases. If, on the other hand, the implied volatility declines, the probability of a knock-out event occurring decreases. Other risks associated with implied volatility are described in section "3. Risks related to the investment in, the holding and selling of the Securities" in subsection "3.4 Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" under "Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)" in this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

With Turbo Bear / Limited Turbo Bear Warrants, the Security Holder therefore bears the risk that a knock-out event occurs or that the reference price of the underlying on the valuation date is at or above the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

1.3 Product No. 3: Risks resulting from the redemption profile of Open End Turbo Bull / BEST Turbo Bull Warrants or Open End Turbo Bear / BEST Turbo Bear Warrants with knock-out

This section describes the specific risks associated with the purchase of Open End Turbo Bull / BEST Turbo Bull Warrants or Open End Turbo Bear / BEST Turbo Bear Warrants (hereinafter the "**Open End Turbo Bull / BEST Turbo Bull Warrants**" or "**Open End Turbo Bear / BEST Turbo Bear Warrants**", together the "**Warrants**").

Risks associated with the purchase of Open End Turbo Bull / BEST Turbo Bull Warrants

In the case of Open End Turbo Bull / BEST Turbo Bull Warrants, if exercised by the investor or terminated by the Issuer, investors receive on the maturity date as cash or termination amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Open End Turbo Bull / BEST Turbo Bull Warrant expires worthless.

In the case of Open End Turbo Bull / BEST Turbo Bull Warrants, however, the term of the Warrants ends prematurely at the knock-out time and the option rights expire worthless if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or falls below the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. These consequences apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Open End Turbo Bull / BEST Turbo Bull Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" of section "4. Risks that apply to individual underlyings" of this risk description.

If the price of the underlying is close to the knock-out barrier and if the expected price fluctuation margin of the underlying, which is calculated on the basis of current market prices, (the so-called "implied volatility") increases, the probability of a knock-out event occurring increases. If, on the other hand, the implied volatility declines, the probability of a knock-out event occurring decreases. Other risks associated with implied volatility are described in section "3. Risks related to the investment in, the holding and selling of the Securities" in subsection "3.4 Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" under "Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)" in this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

In the case of Open End Turbo Bull / BEST Turbo Bull Warrants with knock-out the strike and the knock-out barrier of the Warrants are subject to ongoing adjustment in accordance with the Terms and Conditions. In order to reflect the possible dividend payment and the financing costs incurred by the Issuer in connection with the hedging transactions entered into for the Warrants, the strike of the Warrants is adjusted on a daily basis by an adjustment amount, calculated daily or for a particular financing level adjustment period on the basis of the respective current strike on a particular adjustment date, the adjustment rate applicable for the respective day or for the relevant financing level adjustment period and by reference to a specified day count convention. For this purpose, the adjustment rate consists of the rate of interest applicable at the relevant time for deposits in the currency of the underlying and a percentage rate, determined by the Issuer in its reasonable discretion, known as the interest rate correction factor. When exercising its reasonable discretion to determine this factor, the Issuer may always take into account, but is not restricted to, the particular prevailing market conditions, especially particular factors relating to the underlying (e.g. in the case of shares, which, in case of relevant market conditions, are subject to significant movements in interest rates, as determined by the Issuer, in the event of a significant increase in borrowing costs or replacement costs, significant changes in liquidity on the global financial markets, the introduction or announcement of laws or regulations that impose significantly higher capital requirements on the Issuer) in connection with entering into or unwinding the required hedging transactions for the Warrants.

The adjustment rate for adjusting the features of the Warrants specified by the Issuer exercising its reasonable discretion when determining the interest rate correction factor may differ significantly from the adjustment rate specified in the Final Terms for the first financing level adjustment period in certain financing level adjustment periods if the prevailing market conditions so require. The calculation factors that are relevant for adjusting the strike by the adjustment amount are specified in more detail in the respective Terms and Conditions. The knock-out barrier is adjusted according to the strike so that it corresponds to the adjusted strike in each case. As a result of a daily adjustment of the strike and the knock-out barrier, the risk of a knock-out event occurring can increase significantly if, in the time context of the adjustment and the market situation prevailing at that time, the price of the underlying and the knock-out barrier are within close range. Investors should be aware that a knock-out event can also occur solely as a result of an adjustment of the knock-out barrier in accordance with the Terms and Conditions.

If the underlying consists of shares or price indices, the Issuer will also calculate a dividend adjustment amount which is deducted from the strike and from the knock-out barrier on the dates on which dividends are paid in respect of the relevant shares or index constituents and the relevant shares or index constituents are traded ex-dividend on their domestic stock exchanges. In the case of Open End Turbo Bull/BEST Turbo Bull Warrants, this dividend adjustment amount is calculated by the Issuer on the basis of the net dividend. The latter is the amount that a holder of the share or index constituent forming the underlying of the Warrants, who is liable to tax in the Federal Republic of Germany, would receive after deduction of any taxes or other costs or levies incurred in the event of the payment of a dividend on that share or index constituent – if applicable excluding any tax rates resulting from double tax treaties. It should be noted in this context that the price of the share or index component forming the underlying of the Warrants is always affected by the amount of the gross dividend, i.e. without taking into account any deductible taxes or other costs or charges. Therefore, in addition to the fact that an adjustment in the event of dividend adjustments – subject to the effect of other factors influencing the price – may generally increase the intrinsic value of an Open End Turbo Bull/BEST Turbo Bull Warrant, investors should note, that because the dividend adjustment amount in the case of Open End Turbo Bull/BEST Turbo Bull Warrants is based on the net dividend, their Warrants will fall in value, since the strike and the knock-out barrier are reduced by the net dividend while the price of the underlying is reduced by the gross dividend (and therefore by different amounts) and, in addition, that a knock-out event may occur solely as a result of a dividend adjustment made in accordance with the Terms and Conditions.

In the case of Open End Turbo Bull/BEST Turbo Bull Warrants, the Issuer is entitled to terminate the Warrants of a series as a whole in accordance with the Terms and Conditions. Such termination of the Warrants will be notified to the Security Holders in accordance with the Terms and Conditions. For the purpose of calculating the respective cash amount, the day on which the termination takes effect is considered the valuation date. In view of the Issuer's termination right and a possible knock-out event, investors should not rely on being able to exercise the Warrants with effect to a certain exercise date. See also the explanations under "2.1 Risks due to ordinary or extraordinary termination of the Securities" in section "2. Risks arising from the Terms and Conditions of the Securities" of this risk description.

With Open End Turbo Bull/BEST Turbo Bull Warrants, the Security Holder therefore bears the risk that a knock-out event occurs or that the reference price of the underlying on the relevant valuation date is at or below the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Risks associated with the purchase of Open End Turbo Bear / BEST Turbo Bear Warrants

In the case of Open End Turbo Bear / BEST Turbo Bear Warrants, if exercised by the investor or terminated by the Issuer, investors receive on the maturity date as cash or termination amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or higher than the strike, the Open End Turbo Bear / BEST Turbo Bear Warrant expires worthless.

In the case of Open End Turbo Bear / BEST Turbo Bear Warrants, however, the term of the Warrants ends prematurely at the knock-out time and the option rights expire worthless if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or rises above the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. These consequences apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Open End Turbo Bear / BEST Turbo Bear Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" of section "4. Risks that apply to individual underlyings" of this risk description.

If the price of the underlying is close to the knock-out barrier and if the expected price fluctuation margin of the underlying, which is calculated on the basis of current market prices, (the so-called "implied volatility") increases, the probability of a knock-out event occurring increases. If, on the other hand, the implied volatility declines, the probability of a knock-out event occurring decreases. Other risks associated with implied volatility are described in section "3. Risks related to the investment in, the holding and selling of the Securities" in subsection "3.4 Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" under "Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)" in this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

In the case of Open End Turbo Bear / BEST Turbo Bear Warrants with knock-out the strike and the knock-out barrier of the Warrants are subject to ongoing adjustment in accordance with the Terms and Conditions. In order to reflect the possible dividend payment and the financing costs incurred by the Issuer in connection with the hedging transactions entered into for the Warrants, the strike of the Warrants is adjusted on a daily basis by an adjustment amount, calculated daily or for a particular financing level adjustment period on the basis of the respective current strike on a particular adjustment date, the adjustment rate applicable for the respective day or for the relevant financing level adjustment period and by reference to a specified day count convention. For this purpose, the adjustment rate consists of the rate of interest applicable at the relevant time for deposits in the currency of the underlying and a percentage rate, determined by the Issuer in its reasonable discretion, known as the interest rate correction factor. When exercising its reasonable discretion to determine this factor, the Issuer may always take into account, but is not restricted to, the particular prevailing market conditions, especially particular factors relating to the underlying (e.g. in the case of shares, which, in case of relevant market conditions, are subject to significant movements in interest rates, as determined by the Issuer, in the event of a significant increase in borrowing costs or replacement costs, significant changes in liquidity on the global financial markets, the introduction or announcement of laws or regulations that impose significantly higher capital requirements on the Issuer) in connection with entering into or unwinding the required hedging transactions for the Warrants.

The adjustment rate for adjusting the features of the Warrants specified by the Issuer exercising its reasonable discretion when determining the interest rate correction factor may differ significantly from the adjustment rate specified in the Final Terms for the first financing level adjustment period in certain financing level adjustment periods if the prevailing market conditions so require. The calculation factors that are relevant for adjusting the strike by the adjustment amount are specified in more detail in the respective Terms and Conditions. The knock-out barrier is adjusted according to the strike so that it corresponds to the adjusted strike in each case. As a result of a daily adjustment of the strike and the knock-out barrier, the risk of a knock-out event occurring can increase significantly if, in the time context of the adjustment and the market situation prevailing at that time, the price of the underlying and the knock-out barrier are within close range. Investors should be aware that a knock-out event can also occur solely as a result of an adjustment of the knock-out barrier in accordance with the Terms and Conditions.

In the case of Open End Turbo Bear / BEST Turbo Bear Warrants, the Issuer is entitled to terminate the Warrants of a series as a whole in accordance with the Terms and Conditions. Such termination of the Warrants will be notified to the Security Holders in accordance with the Terms and Conditions. For the purpose of calculating the respective cash amount, the day on which the termination takes effect is considered the valuation date. In view of the Issuer's termination right and a possible knock-out event, investors should not rely on being able to exercise the Warrants with effect to a certain exercise date. See also the explanations under "2.1 Risks due to ordinary or extraordinary termination of the Securities" in section "2. Risks arising from the Terms and Conditions of the Securities" of this risk description.

With Open End Turbo Bear / BEST Turbo Bear Warrants, the Security Holder therefore bears the risk that a knock-out event occurs or that the reference price of the underlying on the relevant valuation date is at or above the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

1.4 Product No. 4: Risks resulting from the redemption profile of Mini Future Long / Unlimited Turbo Long Warrants or Mini Future Short / Unlimited Turbo Short Warrants

This section describes the specific risks associated with the purchase of Mini Future Long / Unlimited Turbo Long Warrants or Mini Future Short / Unlimited Turbo Short Warrants (hereinafter the "**Mini Future Long / Unlimited Turbo Long Warrants**" or "**Mini Future Short / Unlimited Turbo Short Warrants**", together the "**Warrants**").

Risks associated with the purchase of Mini Future Long / Unlimited Turbo Long Warrants

In the case of Mini Future Long / Unlimited Turbo Long Warrants, if exercised by the investor or terminated by the Issuer, investors receive on the maturity date as cash or termination amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Mini Future Long / Unlimited Turbo Long Warrant expires worthless.

In the case of Mini Future Long / Unlimited Turbo Long Warrants, however, the term of the Warrants ends prematurely at the knock-out time if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or falls below the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. The consequences of a knock-out event apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Mini Future Long / Unlimited Turbo Long Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" of section "4. Risks that apply to individual underlyings" of this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

In the case of Mini Future Long / Unlimited Turbo Long Warrants with knock-out the strike and the knock-out barrier of the Warrants is subject to ongoing adjustment in accordance with the Terms and Conditions. In order to reflect the possible dividend payment and the financing costs incurred by the Issuer in connection with the hedging transactions entered into for the Warrants, the strike of the Warrants is adjusted on a daily basis by an adjustment amount, calculated daily or for a particular financing level adjustment period on the basis of the respective current strike on a particular adjustment date, the adjustment rate applicable for the respective day or for the relevant financing level adjustment period and by reference to a specified day count convention. For this purpose, the adjustment rate consists of the rate of interest applicable at the relevant time for deposits in the currency of the underlying and a percentage rate, determined by the Issuer in its reasonable discretion, known as the interest rate correction factor. When exercising its reasonable discretion to determine this factor, the Issuer may always take into account, but is not restricted to, the particular prevailing market conditions, especially particular factors relating to the underlying (e.g. in the case of shares, which, in case of relevant market conditions, are subject to significant movements in interest rates, as determined by the Issuer, in the event of a significant increase in borrowing costs or replacement costs, significant changes in liquidity on the global financial markets, the introduction or announcement of laws or regulations that impose significantly higher capital requirements on the Issuer) in connection with entering into or unwinding the required hedging transactions for the Warrants.

The adjustment rate for adjusting the features of the Warrants specified by the Issuer exercising its reasonable discretion when determining the interest rate correction factor may differ significantly from the adjustment rate specified in the Final Terms for the first financing level adjustment period in certain financing level adjustment periods if the prevailing market conditions so require. The calculation factors that are relevant for adjusting the strike by the adjustment amount are specified in more detail in the respective Terms and Conditions. As a result of a daily adjustment of the strike, the risk of a knock-out event occurring can increase if, in the time context of this adjustment and the market situation prevailing at that time, the price of the underlying, the strike and the knock-out barrier are within close range.

In addition, the relevant knock-out barrier is adjusted by the Issuer in its reasonable discretion either for the respective following financing level adjustment period on an adjustment date or on any other day as specified in the relevant the Terms and Conditions. Depending on the market conditions prevailing on that date, such an adjustment may result in (i) an increase in the risk of a knock-out event occurring if the price of the underlying, the strike and the knock-out barrier are within close range at the time of such adjustment and the market situation prevailing on that day, and (ii) an increase in the gap risk to which the Security Holder is exposed, in the event that the distance between the respective current strike and the adjusted knock-out barrier increases. Investors should be aware that a knock-out event can also occur solely as a result of an adjustment of the knock-out barrier in accordance with the Terms and Conditions and, in addition, should not assume that the knock-out barrier will always remain at roughly the same distance from the strike during the term of the Warrants.

If the underlying consists of shares or price indices, the Issuer will also calculate a dividend adjustment amount which is deducted from the strike and from the knock-out barrier on the dates on which dividends are paid in respect of the relevant shares or index constituents and the relevant shares or index constituents are traded ex-dividend on their domestic stock exchanges. In the case of Mini Future Long / Unlimited Turbo Long Warrants, this dividend adjustment amount is calculated by the Issuer on the basis of the net dividend. The latter is the amount that a holder of the share or index constituent forming the underlying of the Warrants, who is liable to tax in the Federal Republic of Germany, would receive after deduction of any taxes or other costs or levies incurred in the event of the payment of a dividend on that share or index constituent – if applicable excluding any tax rates resulting from double tax treaties. It should be noted in this context that the price of the share or index component forming the underlying of the Warrants is always affected by the amount of the gross dividend, i.e. without taking into account any deductible taxes or other costs or charges. Therefore, in addition to the fact that an adjustment in the event of dividend adjustments – subject to the effect of other factors influencing the price –

may generally increase the intrinsic value of a Mini Future Long / Unlimited Turbo Long Warrant, investors should note, that because the dividend adjustment amount in the case of Mini Future Long / Unlimited Turbo Long Warrants is based on the net dividend, their Warrants will fall in value, since the strike and the knock-out barrier are reduced by the net dividend while the price of the underlying is reduced by the gross dividend (and therefore by different amounts) and, in addition, that a knock-out event may occur solely as a result of a dividend adjustment made in accordance with the Terms and Conditions.

In the case of Mini Future Long / Unlimited Turbo Long Warrants, the Issuer is entitled to terminate the Warrants of a series as a whole in accordance with the Terms and Conditions. Such termination of the Warrants will be notified to the Security Holders in accordance with the Terms and Conditions. For the purpose of calculating the respective cash amount, the day on which the termination takes effect is considered the valuation date. In view of the Issuer's termination right and a possible knock-out event, investors should not rely on being able to exercise the Warrants with effect to a certain exercise date. See also the explanations under "2.1 Risks due to ordinary or extraordinary termination of the Securities" in section "2. Risks arising from the Terms and Conditions of the Securities" of this risk description.

Due to the risk of a knock-out event occurring, Mini Future Long / Unlimited Turbo Long Warrants are particularly risky securities. In the case of Mini Future Long / Unlimited Turbo Long Warrants investors will suffer a loss equal to the difference between the capital invested (plus transaction costs) and the stop-loss cash amount payable by the Issuer on the occurrence of the knock-out event. The stop-loss cash amount payable in the event of a knock-out is equal to the difference, multiplied by the multiplier, and converted where applicable into the settlement currency, between the hedge price of the underlying calculated by the Issuer and the strike of the Warrant. The hedge price of the underlying is a price determined by the Issuer in its reasonable discretion within a period defined in the Terms and Conditions as the fair market level of the underlying, calculated taking into account the calculated proceeds from the hedging positions entered into for the Mini Future Long / Unlimited Turbo Long Warrants in each case at the relevant time following the occurrence of a knock-out event. Since this hedge price of the underlying calculated by the Issuer may also be considerably lower than the knock-out barrier, the Security Holder bears this so called gap risk. The greater the difference is between the strike and the knock-out barrier, the greater is the gap risk.

In case that a stop-loss cash amount is paid, investors should be aware that they may only be able to reinvest any amount paid on less favorable market terms than were available when the Warrant was purchased (reinvestment risk). This risk is all the higher the more unfavorable market conditions have developed since the Warrant was purchased.

Upon occurrence of a knock-out event, the stop-loss cash amount may also be zero if the hedge price calculated by the Issuer is at or below the strike at the relevant time after occurrence of a knock-out event. In addition, the Security Holder bears the risk that the reference price of the underlying on the relevant valuation date is at or below the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Risks associated with the purchase of Mini Future Short / Unlimited Turbo Short Warrants

In the case of Mini Future Short / Unlimited Turbo Short Warrants, if exercised by the investor or terminated by the Issuer, investors receive on the maturity date as cash or termination amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or higher than the strike, the Mini Future Short / Unlimited Turbo Short Warrant expires worthless.

In the case of Mini Future Short / Unlimited Turbo Short Warrants, however, the term of the Warrants ends prematurely at the knock-out time if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or rises above the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. The consequences of a knock-out event apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Mini Future Short / Unlimited Turbo Short Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" of section "4. Risks that apply to individual underlyings" of this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

In the case of Mini Future Short / Unlimited Turbo Short Warrants with knock-out the strike and the knock-out barrier of the Warrants is subject to ongoing adjustment in accordance with the Terms and Conditions. In order to reflect the possible dividend payment and the financing costs incurred by the Issuer in connection with the hedging transactions entered into for the Warrants, the strike of the Warrants is adjusted on a daily basis by an adjustment amount, calculated daily or for a particular financing level adjustment period on the basis of the respective current strike on a particular adjustment date, the adjustment rate applicable for the respective day or for the relevant financing level adjustment period and by reference to a specified day count convention. For this purpose, the adjustment rate consists of the rate of interest applicable at the relevant time for deposits in the currency of the underlying and a percentage rate, determined by the Issuer in its reasonable discretion, known as the interest rate correction factor. When exercising its reasonable discretion to determine this factor, the Issuer may always take into account, but is not restricted to, the particular prevailing market conditions, especially particular factors relating to the underlying (e.g. in the case of shares, which, in case of relevant market conditions, are subject to significant movements in interest rates, as determined by the Issuer, in the event of a significant increase in borrowing costs or replacement costs, significant changes in liquidity on the global financial markets, the introduction or announcement of laws or regulations that impose significantly higher capital requirements on the Issuer) in connection with entering into or unwinding the required hedging transactions for the Warrants.

The adjustment rate for adjusting the features of the Warrants specified by the Issuer exercising its reasonable discretion when determining the interest rate correction factor may differ significantly from the adjustment rate specified in the Final Terms for the first financing level adjustment period in certain financing level adjustment periods if the prevailing market conditions so require. The calculation factors that are relevant for adjusting the strike by the adjustment amount are specified in more detail in the respective Terms and Conditions. As a result of a daily adjustment of the strike, the risk of a knock-out event occurring can increase if, in the time context of this adjustment and the market situation prevailing at that time, the price of the underlying, the strike and the knock-out barrier are within close range.

In addition, the relevant knock-out barrier is adjusted by the Issuer in its reasonable discretion either for the respective following financing level adjustment period on an adjustment date or on any other day as specified in the relevant the Terms and Conditions. Depending on the market conditions prevailing on that date, such an adjustment may result in (i) an increase in the risk of a knock-out event occurring if the price of the underlying, the strike and the knock-out barrier are within close range at the time of such adjustment and the market situation prevailing on that day, and (ii) an increase in the gap risk to which the Security Holder is exposed, in the event that the distance between the respective current strike and the adjusted knock-out barrier increases. Investors should be aware that a knock-out event can also occur solely as a result of an adjustment of the knock-out barrier in accordance with the Terms and Conditions and, in addition, should not assume that the knock-out barrier will always remain at roughly the same distance from the strike during the term of the Warrants.

In the case of Mini Future Short / Unlimited Turbo Short Warrants, the Issuer is entitled to terminate the Warrants of a series as a whole in accordance with the Terms and Conditions. Such termination of the Warrants will be notified to the Security Holders in accordance with the Terms and Conditions. For the purpose of calculating the respective cash amount, the day on which the termination takes effect is considered the valuation date. In view of the Issuer's termination right and a possible knock-out event, investors should not rely on being able to exercise the Warrants with effect to a certain exercise date. See also the explanations under "2.1 Risks due to ordinary or extraordinary termination of the Securities" in section "2. Risks arising from the Terms and Conditions of the Securities" of this risk description.

Due to the risk of a knock-out event occurring, Mini Future Short / Unlimited Turbo Short Warrants are particularly risky securities. In the case of Mini Future Short / Unlimited Turbo Short Warrants investors will suffer a loss equal to the difference between the capital invested (plus transaction costs) and the stop-loss cash amount payable by the Issuer on the occurrence of the knock-out event. The stop-loss cash amount payable in the event of a knock-out is equal to the difference, multiplied by the multiplier, and converted where applicable into the settlement currency, between the strike of the Warrant and the hedge price of the underlying calculated by the Issuer. The hedge price of the underlying is a price determined by the Issuer in its reasonable discretion within a period defined in the Terms and Conditions as the fair market level of the underlying, calculated taking into account the calculated proceeds from the hedging positions entered into for the Mini Future Short / Unlimited Turbo Short Warrants in each case at the relevant time following the occurrence of a knock-out event. Since this hedge price of the underlying calculated by the Issuer may also be considerably higher than the knock-out barrier, the Security Holder bears this so called gap risk. The greater the difference is between the strike and the knock-out barrier, the greater is the gap risk.

In case that a stop-loss cash amount is paid, investors should be aware that they may only be able to reinvest any amount paid on less favorable market terms than were available when the Warrant was purchased (reinvestment risk). This risk is all the higher the more unfavorable market conditions have developed since the Warrant was purchased.

Upon occurrence of a knock-out event, the stop-loss cash amount may also be zero if the hedge price calculated by the Issuer is at or above the strike at the relevant time after occurrence of a knock-out event. In addition, the Security Holder bears the risk that the reference price of the underlying on the relevant valuation date is at or above the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

1.5 Product No. 5: Risks resulting from the redemption profile of Capped / Discount Call or Capped / Discount Put Warrants

This section describes the specific risks associated with the purchase of Capped / Discount Call or Capped / Discount Put Warrants (hereinafter the "**Capped / Discount Call Warrants**" or "**Capped / Discount Put Warrants**", together the "**Warrants**").

Risks associated with the purchase of Capped / Discount Call Warrants

In the case of Capped / Discount Call Warrants the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Capped / Discount Call Warrant expires worthless. It is irrelevant whether the price of the underlying is possibly also considerably higher than its strike during the term of the Warrant and for a longer period of time. The sole decisive factor is the reference price on the valuation date.

In the case of Capped / Discount Call Warrants with European type of exercise, the Security Holder therefore bears the risk that the reference price of the underlying on the valuation date is at or below the Warrant's strike. This is because in this case the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Limitation of the cash amount in the case of Capped / Discount Call Warrants

With Capped / Discount Call Warrants, Security Holders do not participate indefinitely in rising prices of the underlying. In the case of Capped / Discount Call Warrants, the cash amount which may be payable by the Issuer at maturity is limited by a cap defined in the Terms and Conditions.

Risks associated with the purchase of Capped / Discount Put Warrants

In the case of Capped / Discount Put Warrants the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or higher than the strike, the Capped / Discount Put Warrant expires worthless. It is irrelevant whether the price of the underlying is possibly also considerably lower than its strike during the term of the Warrant and for a longer period of time. The sole decisive factor is the reference price on the valuation date.

In the case of Capped / Discount Put Warrants with European type of exercise, the Security Holder therefore bears the risk that the reference price of the underlying on the valuation date is at or above the Warrant's strike. This is because in this case the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Limitation of the cash amount in the case of Capped / Discount Put Warrants

With Capped / Discount Put Warrants, Security Holders do not participate indefinitely in declining prices of the underlying. In the case of Capped / Discount Put Warrants, the cash amount which may be payable by the Issuer at maturity is limited by a cap defined in the Terms and Conditions.

1.6 Product No. 6: Risks resulting from the redemption profile of Straddle Warrants

This section describes the specific risks associated with the purchase of Straddle Warrants (hereinafter the "**Straddle Warrants**", together the "**Warrants**").

Risks associated with the purchase of Straddle Warrants

In the case of Straddle Warrants the cash amount received by the investors on the maturity date is the absolute difference, multiplied by the multiplier, between the reference price of the underlying determined on the valuation date and the respective strike. If the reference price is equal to the strike, the Straddle Warrant expires worthless. It is irrelevant whether the price of the underlying is possibly also considerably higher or lower than its strike during the term of the Warrant and for a longer period of time. The sole decisive factor is the reference price on the valuation date.

Straddle Warrants are a combination of a call option and a put option, in each case with the same strike and the same maturity. The Security Holder therefore bears the risk that the reference price of the underlying on the valuation date is exactly at the Warrant's strike. This is because in this case the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

1.7 Product No. 7: Risks resulting from the redemption profile of Digital Call or Digital Put Warrants

This section describes the specific risks associated with the purchase of Digital Call or Digital Put Warrants (hereinafter the "**Digital Call Warrants**" or "**Digital Put Warrants**", together the "**Warrants**").

Risks associated with the purchase of Digital Call Warrants

In the case of Digital Call Warrants the cash amount received by the investors on the maturity date is the digital target amount, multiplied by the multiplier. If the reference price is equal to or lower than the strike, the Digital Call Warrant expires worthless. It is irrelevant whether the price of the underlying is possibly also considerably higher than its strike during the term of the Warrant and for a longer period of time. The sole decisive factor is the reference price on the valuation date.

In the case of Digital Call Warrants, the Security Holder therefore bears the risk that the reference price of the underlying on the valuation date is at or below the Warrant's strike. This is because in this case the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Risks associated with the purchase of Digital Put Warrants

In the case of Digital Put Warrants the cash amount received by the investors on the maturity date is the digital target amount, multiplied by the multiplier. If the reference price is equal to or higher than the strike, the Digital Put Warrant expires worthless. It is irrelevant whether the price of the underlying is possibly also considerably lower than its strike during the term of the Warrant and for a longer period of time. The sole decisive factor is the reference price on the valuation date.

In the case of Digital Put Warrants, the Security Holder therefore bears the risk that the reference price of the underlying on the valuation date is at or above the Warrant's strike. This is because in this case the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

1.8 Product No. 8: Risks resulting from the redemption profile of Barrier Warrants with knock-out (Up-and-Out Call or Down-and-Out Put Warrants)

This section describes the specific risks associated with the purchase of Up-and-Out Call or Down-and-Out Put Warrants (hereinafter the "**Up-and-Out Call Warrants**" or "**Down-and-Out Put Warrants**", together the "**Warrants**").

Risks associated with the purchase of Up-and-Out Call Warrants

In the case of Up-and-Out Call Warrants with European type of exercise the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Up-and-Out Call Warrant expires worthless.

In the case of Up-and-Out Call Warrants with American type of exercise, after effective exercise of the warrants within the exercise period, usually within five (5) banking days or at the latest on the maturity date, investors receive as cash amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike. If the reference price is equal to or lower than the strike, the Up-and-Out Call Warrant expires worthless.

In the case of Up-and-Out Call Warrants, however, the term of the Warrants ends prematurely regardless of the type of exercise at the knock-out time and the option rights expire worthless if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or rises above the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. These consequences apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. Due to the risk of a knock-out event occurring, Up-and-Out Call Warrants are particularly risky securities. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Up-and-Out Call Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" of section "4. Risks that apply to individual underlyings" of this risk description.

If the price of the underlying is close to the knock-out barrier and if the expected price fluctuation margin of the underlying, which is calculated on the basis of current market prices, (the so-called "implied volatility") increases, the probability of a knock-out event occurring increases. If, on the other hand, the implied volatility declines, the probability of a knock-out event occurring decreases. Other risks associated with implied volatility are described in section "3. Risks related to the investment in, the holding and selling of the Securities" in subsection "3.4 Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" under "Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)" in this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

With Up-and-Out Call Warrants, the Security Holder therefore bears the risk that a knock-out event occurs or that the reference price of the underlying on the relevant valuation date is at or below the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

Risks associated with the purchase of Down-and-Out Put Warrants

In the case of Down-and-Out Put Warrants with European type of exercise the cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or above the strike, the Down-and-Out Put Warrant expires worthless.

In the case of Down-and-Out Put Warrants with American type of exercise, after effective exercise of the warrants within the exercise period, usually within five (5) banking days or at the latest on the maturity date, investors receive as cash amount the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike. If the reference price is equal to or higher than the strike, the Down-and-Out Put Warrant expires worthless.

In the case of Down-and-Out Put Warrants, however, the term of the Warrants ends prematurely regardless of the type of exercise at the knock-out time and the option rights expire worthless if a knock-out event occurs. A knock-out event occurs if the relevant price of the underlying is equal to or falls below the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. These consequences apply even if a market disruption event has led to the occurrence of the knock-out prerequisites or even if the knock-out prerequisites are only met for a short period and on a single occasion after the initial reference date or issue date. Due to the risk of a knock-out event occurring, Down-and-Out Put Warrants are particularly risky securities. The longer an observation period or the higher the number of observation hours on a certain observation date, the higher the risk of a knock-out event occurring.

In the case of Down-and-Out Put Warrants relating to futures contracts, a knock-out event may also occur in connection with a rollover. See in detail under "Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and

Barrier Warrants (Product No. 8)" in subsection "4.9 Risk in connection with futures contracts as the underlying" subsection of section "4. Risks that apply to individual underlyings" of this risk description.

If the price of the underlying is close to the knock-out barrier and if the expected price fluctuation margin of the underlying, which is calculated on the basis of current market prices, (the so-called "implied volatility") increases, the probability of a knock-out event occurring increases. If, on the other hand, the implied volatility declines, the probability of a knock-out event occurring decreases. Other risks associated with implied volatility are described in section "3. Risks related to the investment in, the holding and selling of the Securities" in subsection "3.4 Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" under "Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)" in this risk description.

In addition, hedging transactions of the Issuer can also have a significant impact on the performance of the underlying. In particular, there is a risk that the unwinding of the Issuer's hedging positions could have a negative impact on the price of the underlying, thereby triggering a knock-out event. See also the risk description under "5.2 Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

In the case of Down-and-Out Put Warrants referencing a share, a security representing shares or a price index as underlying, the Security Holder also bears the following risk: Dividend payments are in many cases associated with a discount of the gross dividend from the stock market price of the share or the security representing shares. If the price of the share, the security representing shares or a price index including such a share or security representing shares moves close to the knock-out barrier, the discount on the stock market price can trigger a knock-out event.

With Down-and-Out Put Warrants, the Security Holder bears the risk that a knock-out event occurs or that the reference price of the underlying on the relevant valuation date is at or above the strike of the Warrant. In both cases, the Warrant expires worthless and the Security Holder suffers a **total loss** of the capital invested (plus transaction costs).

2. Risks arising from the Terms and Conditions of the Securities

This category is divided into subcategories (2.1, 2.2, etc.). Within each subcategory, the two most significant risk factors in the Issuer's view are presented first. It is also possible that within a sub-category only one significant risk factor or more than two risk factors are presented. The order of presentation in the case of more than two risk factors within a subcategory does not represent a statement on the probability of occurrence or on the severity or significance of the individual risks.

2.1 *Risks due to ordinary or extraordinary termination of the Securities*

In the case of an extraordinary termination by the Issuer, the Security Holders are not entitled to payment of any amount to be calculated in accordance with the Terms and Conditions for the scheduled maturity on the basis of a redemption formula or a specified minimum amount. In this case, the Issuer will determine the termination amount, if any, to be paid to the Security Holders at its reasonable discretion.

Investors should note that the term of the Warrants may be terminated by an extraordinary termination by the Issuer. Extraordinary termination by the Issuer may, in particular, occur in the following cases:

- In the case of the occurrence of circumstances for which the Issuer is not responsible as a result of which the fulfillment of its obligations arising from the Warrants becomes or has become - for whatever reason – in whole or in part unlawful or impracticable or unreasonable from a financial point of view,
- In the case of a change in the legal position or regulatory conditions or instructions as a result of which it has become unlawful for the Issuer to maintain its hedge positions,
- In case of the occurrence or existence of a currency disruption event (in this respect also see "2.2 Risk due to market disruption events and currency disruption events" in the sub-paragraph "In the case of currency disruption events the Issuer is entitled to an extraordinary termination of the Warrants. In this case the Issuer will determine the termination amount to be paid to the Security Holders at its reasonable discretion."), or
- If adjustment events occur, as a result of which it is not possible to make adjustments that are appropriate from a financial point of view to reflect the changes that have occurred (in this respect also see "2.3 Risks due to adjustments" in the subparagraph "If an adjustment of the underlying is not possible the Issuer is entitled to an extraordinary termination of the Warrants. In this case the Issuer will determine the termination amount to be paid to the Security Holders at its reasonable discretion."), or
- If at any time after the issuance of the Warrants circumstances occur in which the Issuer becomes or is reasonably likely to become subject to any withholding or reporting obligations pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended and the Treasury regulations thereunder with respect to the relevant Warrants (see also under "2.4 Risk of extraordinary termination due to a withholding or reporting obligation under Section 871(m)").

The termination amount which might be payable to the Security Holders in case of an extraordinary termination will be determined in the reasonable discretion of the Issuer. In case of an extraordinary termination there is no right to receive any potential amount calculated according to a redemption formula in the Terms and Conditions for the scheduled maturity. The amount paid by the Issuer in the case of an extraordinary termination corresponds to a fair market value of the Warrant as determined by the Issuer at its reasonable discretion. The market value may also be substantially lower than the initial issue price or the amount paid to purchase the Warrant. The lower the extraordinary termination amount, the higher the loss may be. In particular, the fair market value and thus the extraordinary termination amount may also be zero.

In the event of extraordinary or ordinary termination of the Warrants by the Issuer, the investor bears the risk that his expectations relating to the increase of the value of the Warrants might not be met due to the early termination (yield risk).

In the event of extraordinary termination or, as is possible in the case of Open End Turbo / BEST Turbo Warrants or Mini Future / Unlimited Turbo Warrants, of ordinary termination by the Issuer, the investor bears the risk that his expectations relating to the increase of the value of the Warrants might not be met due to the early termination. In the event of an extraordinary termination, the risk that the investor's expectations of an increase in value of the Warrants can no longer be met is all the greater, the longer the term of the Warrants would still have been without the extraordinary termination.

The investor bears the risk that he may only be able to reinvest any termination amount on less favorable market terms (reinvestment risk).

The investor bears the reinvestment risk with respect to the termination amount. This means that the investor may only be able to reinvest any termination amount paid by the Issuer in the event of termination on less favorable market terms than those prevailing when the Warrant was purchased. This risk is all the higher the less favourable market conditions have developed since the purchase of the Warrant.

2.2 *Risk due to market disruption events and currency disruption events*

Market disruption events may temporarily or permanently restrict the ability to sell the Warrants, increase the cost of selling or introduce an additional price risk.

With respect to trading in Warrants, the suspension or significant restriction of the quotation of bid and ask prices by the Issuer, the quotation of prices only for smaller volumes, an increase in the spread between bid and ask prices or a combination of the above factors have the same effect as a market disruption event on the relevant valuation date.

Furthermore, market disruption events may temporarily or permanently restrict the ability to sell the Warrants, increase the cost of selling or introduce an additional price risk, especially if the price of the underlying moves in a direction unfavorable to the investor in such a situation. The longer a market disruption event lasts, the greater the risk described.

If the relevant valuation date is postponed due to market disruption events, the price of the underlying and, if applicable, the exchange rate used to convert it into the settlement currency may perform negatively and thus have a negative impact on the cash amount.

Market disruption events are the suspension or significant restriction of trading in the underlying, its constituents or specified derivatives relating to the underlying, in each case on specified organized markets.

In the event of market disruption events with respect to the underlying occurring at the time of exercise, the Issuer has the right to postpone the valuation date for the reference price with respect to such exercise. This may result in an additional risk for investors if the price of the underlying performs negatively during the period of delay or, where applicable, if the exchange rate for conversion of the intrinsic value into the settlement currency moves in a direction that is unfavorable for the investor as this also has a negative impact on the cash amount. The longer such delay lasts, the greater the risk described.

In the case of currency disruption events the Issuer is entitled to an extraordinary termination of the Warrants. In this case the Issuer will determine the termination amount to be paid to the Security Holders at its reasonable discretion.

If it is not possible for the Issuer to convert the reference currency of the relevant underlying for the Warrants into the settlement currency and accordingly a currency disruption event exists, the Issuer is entitled to terminate the Securities and redeem them early.

The risk of a currency disruption event occurring applies particularly to Warrants with an underlying relating to financial instruments from or the legal currency of emerging markets. This risk is primarily a result of the fact that, in comparison with countries with larger and more liquid markets and more stable political environments (e.g. countries of the European Union or the United States of America), there is a higher likelihood that sudden and unpredictable political or economic changes may occur, which could result in the imposition of restrictions on foreign investors such as, for example, the expropriation of assets, the nationalization of foreign bank deposits or the introduction of exchange controls.

The termination amount which might be payable to the Security Holders in case of an extraordinary termination will be determined in the reasonable discretion of the Issuer. In case of an extraordinary termination there is no right to receive any potential amount calculated according to a redemption formula in the Terms and Conditions for the scheduled maturity. The amount paid by the Issuer in the case of an extraordinary termination corresponds to a fair market value of the Warrant as determined by the Issuer at its reasonable discretion. The market value may also be substantially lower than the initial issue price or the amount paid to purchase the Warrant. The lower the extraordinary termination amount, the higher the loss may be. In particular, the fair market value and thus the extraordinary termination amount may also be zero.

In addition, in the event of an extraordinary termination, the investor bears the risk that his expectations of an increase in value of the Warrants cannot be met due to the premature termination of the term (yield risk) and the risk that the termination amount may only be reinvested at less favourable market conditions (reinvestment risk). For further information, please refer to "In the event of extraordinary or ordinary termination of the Warrants by the Issuer, the investor bears the risk that his expectations relating to the increase of the value of the Warrants might not be met due to the early termination (yield risk)." and "The investor bears the risk that he may only be able to reinvest any termination amount on less favorable market terms (reinvestment risk)." in subsection "2.1 Risks arising from the Terms and Conditions of the Securities" in this risk section.

2.3 *Risks due to adjustments*

If an adjustment of the underlying is not possible the Issuer is entitled to an extraordinary termination of the Warrants. In this case the Issuer will determine the termination amount to be paid to the Security Holders at its reasonable discretion.

If certain adjustment events occur, the Issuer is entitled to adjust the Terms and Conditions and thus the rights of the Security Holders under the Securities. Adjustment events depend on the type of the underlying.

Provided that an adjustment of the underlying to reflect the changes that have occurred is not appropriate in order to take account of the diluting, concentrative or other effect and to leave the Security Holders as far as possible in the same position in financial terms as they were in before the adjustment event took effect, the Issuer is entitled to terminate the Securities and redeem them early.

For example, a share of company A used as underlying of a Warrant is delisted as a result of a takeover of company A by company B. For example, the options or futures contracts on company A shares traded on the futures exchanges are replaced (i) by a basket consisting of shares of company B and an option, or (ii) by a basket consisting of shares of company B and a cash component, or (iii) by a basket consisting of several comparable components. The Issuer may align any adjustments to the Terms and Conditions with the adjustment made by the futures exchange. It should be noted, however, that the higher the proportion of the cash component (case (ii) above), for example, the greater the diluting effect of an adjustment. The greater the dilution effect, the higher the probability that an adjustment cannot achieve the intended objective of placing Security Holders as far as possible in the same economic position as they were in before the adjustment event came into effect, with the consequence that the Issuer will terminate the Warrants extraordinarily.

The termination amount which might be payable to the Security Holders in case of an extraordinary termination will be determined in the reasonable discretion of the Issuer. In case of an extraordinary termination there is no right to receive any potential amount calculated according to a redemption formula in the Terms and Conditions for the scheduled maturity. The amount paid by the Issuer in the case of an extraordinary termination corresponds to a fair market value of the Warrant as determined by the Issuer at its reasonable discretion. The market value may also be substantially lower than the initial issue price or the amount paid to purchase the Warrant. The lower the extraordinary termination amount, the higher the loss may be. In particular, the fair market value and thus the extraordinary termination amount may also be zero.

In addition, in the event of an extraordinary termination, the investor bears the risk that his expectations of an increase in value of the Warrants cannot be met due to the premature termination of the term (yield risk) and the risk that the termination amount may only be reinvested at less favourable market conditions (reinvestment risk). For further information, please refer to "In the event of extraordinary or ordinary termination of the Warrants by the Issuer, the investor bears the risk that his expectations relating to the increase of the value of the Warrants might not be met due to the early termination (yield risk)." and "The investor bears the risk that he may only be able to reinvest any termination amount on less favorable market terms (reinvestment risk)." under "2.1 Risks due to ordinary or extraordinary termination of the Securities" of this risk section.

Adjustments may result in the substitution of the underlying and a significant change in the price of the Warrant.

If the underlying is replaced by a different underlying, for example in the event of a takeover or merger of a public corporation by or with another listed public corporation or the termination of the stock exchange listing of the old underlying or the termination of an index with the subsequent replacement of the terminated index by another index, the implied volatility of the new underlying estimated by the Issuer may be lower or higher than the volatility of the old underlying. Such change in volatility may have a negative effect on the price of the Warrant if the implied volatility of the new underlying is lower than that of the old underlying.

In particular, in the case of Call, Bull or Long Warrants a less favorable outlook for the price of the new underlying caused by the economic change in the underlying may have a negative effect on the price of the Security over the remainder of the term. In the case of Put, Bear or Short Warrants, an improved outlook for the price of the new underlying arising as a result of the economic change in the underlying may have a negative effect on the price of the Put, Bear or Short Warrants over the remainder of the term. These risks tend to be the greater the longer the (remaining) term of the Warrants.

If the underlying is replaced, it may subsequently turn out that the underlying replacing the old underlying develops more negatively from the investor's point of view than might have been the case with the old underlying and, consequently, the investor's original expectations of an increase in value of the Warrants are not met.

If the underlying is replaced, it may subsequently turn out that the underlying replacing the old underlying develops more negatively from the investor's point of view than might have been the case with the old underlying. As a consequence, the investor bears the risk that his expectations of an increase in value of the Warrants are not met due to the adjustment, i.e. replacement of the Underlying. If the underlying is replaced, the longer the (remaining) term of the Warrants, the greater the risk that the investor's expectations of an increase in value of the Warrants cannot be met.

2.4 *Risk of extraordinary termination due to a withholding or reporting obligation under Section 871(m)*

There is a risk of an extraordinary termination of the Warrants if at any time after the issuance of the Warrants circumstances occur in which the Issuer becomes or is reasonably likely to become subject to any withholding or reporting obligations pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations thereunder (the "Section 871(m)") with respect to the relevant Warrants.

Prospective purchasers of the Warrants should note that the Issuer is entitled to an extraordinary termination of the Warrants if a Section 871(m) Event occurs after the issuance of the Warrants. A "**Section 871(m) Event**" is the occurrence at any time of circumstances in which the Issuer is (or, in the determination of the Calculation Agent, there is a reasonable likelihood that, within the next 30 Business Days, the Issuer will become) subject to any withholding or reporting obligations pursuant to Section 871(m) with respect to the relevant Warrants. If an U.S. Underlying Equity that had not previously paid regular dividends pays a dividend subject to Section 871(m), the payment of such dividend would be expected to be a Section 871(m) Event.

The termination amount which might be payable to the Security Holders in case of an extraordinary termination will be determined in the reasonable discretion of the Issuer. In case of an extraordinary termination there is no right to receive any potential amount calculated according to a redemption formula in the Terms and Conditions for the scheduled maturity. The amount paid by the Issuer in the case of an extraordinary termination corresponds to a fair market value of the Warrant as determined by the Issuer at its reasonable discretion. The market value may also be substantially lower than the initial issue price or the amount paid to purchase the Warrant. The lower the extraordinary termination amount, the higher the loss may be. In particular, the fair market value and thus the extraordinary termination amount may also be zero.

In addition, in the event of an extraordinary termination, the investor bears the risk that his expectations of an increase in value of the Warrants cannot be met due to the premature termination of the term (yield risk) and the risk that the termination amount may only be reinvested at less favourable market conditions (reinvestment risk). For further information, please refer to "In the event of extraordinary or ordinary termination of the Warrants by the Issuer, the investor bears the risk that his expectations relating to the increase of the value of the Warrants might not be met due to the early termination (yield risk)." and "The investor bears the risk that he may only be able to reinvest any termination amount on less favorable market terms (reinvestment risk)." under "2.1 Risks due to ordinary or extraordinary termination of the Securities" of this risk section.

2.5 *Special risks associated with the exercise of Warrants with American type of exercise (Product No. 1), Barrier Warrants with American type of exercise (Product No. 8), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Mini Future / Unlimited Turbo Warrants (Product No. 4)*

In case of Warrants with American type of exercise (Product No. 1), Barrier Warrants with American type of exercise (Product No. 8), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Mini Future / Unlimited Turbo Warrants (Product No. 4)

If the Warrants are classic Warrants (Product No. 1) or Barrier Warrants (Product No. 8) with American type of exercise (this can be specified in the Final Terms for Product No. 1 and 8), or Open End Turbo / BEST Turbo Warrants (Product No. 3) or Mini Future / Unlimited Turbo Warrants (Product No. 4), the proceeds of exercise cannot be predicted exactly, since the reference price of the underlying which, compared with the strike, forms the basis for settlement on exercise, is only determined when all the preconditions for exercise have been met. For the purposes of calculating the relevant cash amount, the respective exercise date as of which the Warrants are effectively exercised is deemed to be the valuation date. The longer the technical processing of an exercise takes and the higher the volatility of the underlying, the greater the risk that the underlying will perform negatively or even become worthless between the time a Security

Holder decides to exercise and the time at which the reference price of the exercise is determined. Furthermore, there may be a further loss due to a negative exchange rate fluctuation during the aforementioned period (see also "Where payments under the Warrants will be made in a currency which is different from the currency of the underlying, the investors’ risk of loss also depends on the performance of the currency of the underlying, which cannot be predicted." in section "2.7 Exchange rate risk in connection with the Securities" of this risk description).

In the case of Warrants with American type of exercise as well as Open End Turbo / BEST Turbo Warrants or Mini Future / Unlimited Turbo Warrants, the Security Holder must exercise the Warrants in order to receive the cash amount from the Issuer at the time desired by the holder.

If the Warrants are classic Warrants (Product No. 1) or Barrier Warrants (Product No. 8) with American type of exercise (this can be specified in the Final Terms for Product No. 1 and 8), or Open End Turbo / BEST Turbo Warrants (Product No. 3) or Mini Future / Unlimited Turbo Warrants (Product No. 4), the Security Holder must exercise the Warrants in order to receive the cash amount from the Issuer at the time desired by the holder. To do so, the holder must effectively exercise the Warrants within the exercise period or on an exercise date. The prerequisites for effective exercise are described in detail in the Terms and Conditions.

Therefore, Security Holder bears the risk of not fulfilling the formalities for exercising the Warrants in a timely manner, or of doing so incompletely or incorrectly. If the Security Holder does not fulfill the requirements for exercising the Warrants, he bears the risk that he will only be able to exercise the Warrants at less favorable market conditions or not at all.

Apart from exercising the Warrant, the Warrant's value can only be realized by selling it. However, the sale must have taken place until the last trading day of the Warrants. This is usually the last trading day before the end of the exercise period (for Product No. 1 and 8) or before the termination date (for Product No. 3 and 4). A prerequisite, however, is that market participants can be identified that are willing to buy the Warrants at an appropriate price.

The special feature of Open End Turbo / BEST Turbo Warrants (Product No. 3) or Mini Future / Unlimited Turbo Warrants (Product No. 4) is that these Warrants can only be exercised on special dates. If the Security Holder misses this date, he must wait for the next date to exercise. He then bears the risk that the Warrant expires worthless in the meantime due to a knock-out event. The Security Holder can sell his Open End Turbo / BEST Turbo Warrants or Mini Future / Unlimited Turbo Warrants as long as no knock-out event has occurred. However, the prerequisite is that market participants can be identified that are willing to buy the Warrants at a reasonable price. If these efforts fail, the Security Holder risks a total loss if a knock-out event occurs in the meantime.

Warrants with American type of exercise as well as Open End Turbo / BEST Turbo Warrants or Mini Future / Unlimited Turbo Warrants can only be exercised for a certain minimum volume of Warrants.

The option rights of Warrants with American type of exercise (this can be specified in the Final Terms for Product No. 1 and 8) or Open End Turbo / BEST Turbo Warrants (Product No. 3) or Mini Future / Unlimited Turbo Warrants (Product No. 4) can only be exercised for a certain minimum volume of Warrants ("**minimum exercise volume**"). If the Security Holder holds less than the minimum volume of Warrants, he cannot exercise his option right, but must either buy the difference to the minimum exercise volume in order to exercise it, or is limited to selling the Warrants.

2.6 *Postponement of the maturity for legal or factual reasons*

If the Issuer or the relevant exercise agent is in fact or in law not able to fulfill its obligations arising from the Warrants in a legally permitted manner, the due date for these obligations is postponed to the date on which it is once again possible to fulfill the respective obligations.

If, for example as a result of a moratorium imposed in connection with political events or of a statutory prohibition, the Issuer or the relevant exercise agent is in fact or in law not able to fulfill its obligations arising from the Warrants in a legally permitted manner in Frankfurt am Main or at the location of the relevant exercise agent, the due date for these obligations is postponed to the date on which it is in fact and in law once again possible for the Issuer or the relevant exercise agent to fulfill its obligations in Frankfurt am Main or at the location of the exercise agent. No rights are due to the Security Holders against the assets of the Issuer or the exercise agent located in Frankfurt am Main or elsewhere as a result of such a postponement of the due date.

If one of the events described above affects only the exercise agent but not the Issuer, the Issuer will, at the request of the Security Holder, fulfill its obligations arising from the Warrants in Frankfurt am Main instead of at the location of the exercise agent.

2.7 *Exchange rate risk in connection with the Securities*

Where payments under the Warrants will be made in a currency which is different from the currency of the underlying, the investors' risk of loss also depends on the performance of the currency of the underlying, which cannot be predicted.

The investment result is subject to currency risk during the holding period of the Warrants if the underlying of the Warrants is expressed in a currency other than the currency in which the cash amount is paid (settlement currency).

The risk of loss should the Warrants be exercised or expire or should the Warrants be sold during their term thus not only depends on the performance of the price of the underlying, but also to a large extent on the developments in the relevant currency markets. Negative developments in the relevant currency markets, i.e. an increase in the value of the settlement currency compared to the currency in which the underlying is expressed (reference currency), increase the risk of loss by reducing the value of the Warrants during their term or the level of any cash amount to be received upon exercise or expiration accordingly. The more negative the ratio between the settlement currency or the trading currency and the reference currency develops, the greater the investor's loss, even if the factors affecting their value remain otherwise unchanged.

Only with respect to the time of the final maturity, this risk does not exist in relation to Warrants with Quanto hedging.

In the case of Warrants with currency hedging (Quanto Warrants) the price of the Warrants may respond to exchange rate movements prior to the valuation time so that investors who sell the Warrants during their term may be exposed to a corresponding exchange rate risk.

In the case of Warrants with currency hedging (Quanto Warrants), the rate at which the intrinsic value expressed in the currency of the underlying is converted into the settlement currency on exercise or expiry is specified in advance in the Terms and Conditions. However, the price of Warrants with Quanto currency hedging may also respond to exchange rate movements prior to the exercise or expiry of the Warrants, even if the factors affecting their value remain otherwise unchanged. The effect can be seen if warrant holders wish to sell the Warrants on the secondary market, because the financial value of the Quanto hedging is subject to fluctuations during the term of the Warrants and is reflected in the calculation of warrant prices. As a result, a Warrant with Quanto hedging frequently becomes more expensive and in the event that the Warrant is sold during its term, the investor may be exposed to a corresponding exchange rate risk. Therefore, if a Warrant has Quanto hedging investors must assume that they will also pay for any costs of the Quanto hedging.

A different procedure applies for open end Warrants with no defined final maturity. In this case, the cash or termination amount payable on exercise by the warrant holder or termination by the Issuer is initially calculated on the basis of the Quanto rate of conversion specified at issue, without taking into account exchange rate risks. In a second step, however, the amount is reduced by the net costs of the Quanto currency hedging incurred by the Issuer since the date of issue, or increased in the event of net income. The Issuer calculates the relevant net costs or net income in its reasonable discretion, taking account of the rates of interest for the reference currency and the settlement currency at which the currency hedging has been arranged, the volatility of the underlying or of the exchange rate between the reference currency and the settlement currency, and the correlation between the price of the underlying and the development of the exchange rate, and gives notice of the Quanto net amount calculated in this manner in accordance with the Terms and Conditions. The frequency with which the Quanto net amount is calculated in accordance with the Terms and Conditions. This is normally each day, but may be specified to be any period up to the maximum of the recurring period for the right to exercise the Warrants (for example, monthly). For the purpose of price-setting by the Issuer in the secondary market, the net amounts for the Quanto hedging are included on the basis of the exact number of days.

In the case of Quanto Warrants investors do not participate in a favourable development of the exchange rate at the time of the determination of the cash amount.

Where payments under the Warrants are made in a currency which is different from the currency of the investor's account (account currency), the investors' risk of loss also depends on the development of the account currency, which cannot be predicted.

If the investor's account, to which the cash amount is credited, is kept in a currency different from the currency in which the cash amount will be paid, (settlement currency) investors may be exposed to the risk of suffering a loss as a result of the conversion of the settlement currency into the account currency.

2.8 *Risk in the case of a replacement of the Issuer*

A replacement of the Issuer may have a negative effect on the value of the Warrants.

Pursuant to the Terms and Conditions, the Issuer is entitled to designate a different company as issuer (the "**New Issuer**") without the consent of the Security Holders. This "**New Issuer**" will then become the principal debtor for all obligations under the Warrants. This includes, for example, the obligation to pay the cash amount on the maturity date or upon exercise.

The replacement of the Issuer may affect any existing admission of the Warrants to trading on an exchange. The New Issuer may have to apply again for admission of the Warrants to trading on a stock exchange. A replacement of the Issuer may therefore have an adverse effect on the liquidity or tradability of the Warrants.

2.9 *Risk in connection with determinations by the calculation agent*

Discretionary powers of the calculation agent may have an adverse effect on the value of the Warrants.

The Terms and Conditions provide that the calculation agent has certain discretionary powers in connection with its decisions regarding the Warrants. Discretionary powers play a role, for example:

- in determining whether a market disruption exists and/or whether it is significant;
- in making adjustments to the Terms and Conditions, and
- in determining the termination amount in the event of extraordinary termination.

The calculation agent makes such determinations at its reasonable discretion § 315 German Civil Code (*Bürgerliches Gesetzbuch*, "BGB"). Security Holders must also note that a determination made by the calculation agent may have an adverse effect on the value of the Warrants. The adverse effect of such determination by the calculation agent will then also affect the amounts payable under the Warrants.

2.10 *Risk in case of corrections, changes, or amendments to the Terms and Conditions*

Corrections, changes, or amendments to the Terms and Conditions may be detrimental to the Security Holders.

Investors should note that the Issuer has the right to correct, change, or amend provisions in the Terms and Conditions in certain cases specified in more detail in the Terms and Conditions, whereas the correction, change, or amendment of a provision in the Terms and Conditions may potentially be detrimental for the investor as compared to the originally certified provision, i.e. that information or provisions may be affected by the correction, change, or amendment, which are part of the factors determining the price of the Warrants.

If due to the correction, change, or amendment of the provision the content or scope of the Issuer's performance obligations is changed in an unforeseeable and detrimental manner for the investor, the investor has the right to terminate the Warrants within a period specified in more detail in the Terms and Conditions. The investor does not have a termination right, if the correction, change, or amendment was foreseeable to him or is not to his disadvantage.

If a correction, change, or amendment is ineligible, the Issuer has the right to terminate the Warrants without undue delay, if the preconditions for a contestation within the meaning of §§ 119 *et seq*. of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") are fulfilled vis-à-vis the Security Holders. Individual Security Holders are also entitled to a termination right under these conditions. The termination amount to be paid in the case of a termination generally corresponds to the market price of a Warrant and the Terms and Conditions contain detailed rules for its determination. In order to reduce the effects of any price fluctuations immediately prior to the termination date on the determination of the termination amount, the market price generally corresponds to the arithmetic mean of the spot prices (*Kassakurse*), which were published at the securities exchange where the Warrants are listed on a certain number of banking days immediately preceding the termination date. Calculating the average is disadvantageous for the Security Holder, if the spot price on the banking day prior to the termination date is higher than the arithmetic mean. Subject to the conditions specified in the Terms and Conditions, the Security Holder also has the possibility to demand from the Issuer the difference between the purchase price paid by the Security Holder when acquiring the Warrants and a lower market price provided that this is proved by the Security Holder. Investors should also note that they bear the reinvestment risk in the case of a termination (further information on the reinvestment risk is set out in detail under "The investor bears the risk that he may only be able to reinvest any termination amount on less favorable market terms (reinvestment risk)." under "2.1 Risks due to ordinary or extraordinary termination of the Securities" of this risk section).

3. <u>Risks related to the investment in, the holding and selling of the Securities</u>

This category is divided into subcategories (3.1, 3.2, etc.). Within each subcategory, the two most significant risk factors in the Issuer's view are presented first. It is also possible that within a sub-category only one significant risk factor or more than two risk factors are presented. The order of presentation in the case of more than two risk factors within a subcategory does not represent a statement on the probability of occurrence or on the severity or significance of the individual risks.

3.1 *Market price risk*

During the term of the Warrants, the price of the underlying and thus the price of the Warrants may fluctuate substantially.

In particular, the following circumstances may affect the market price of the Warrants.

Individual market factors may also occur simultaneously and may be mutually reinforcing:

- Remaining term of the Warrants,
- Changes in the value of the underlying,
- Changes in the creditworthiness or credit assessment of the Issuer, or
- Changes in the market interest rate.

The value of Call, Bull or Long Warrants may fall even if the price of the underlying remains constant or rises slightly. In the case of Put, Bear or Short Warrants the value may also fall if the price of the underlying remains constant or falls slightly.

Fluctuations in the price of the underlying due to market price risks can lead to the following results, among others: The value of the Warrants falls below the amount paid by investors in connection with the purchase of the Warrants (purchase price including transaction costs incurred).

Should Security Holders sell their Warrants before maturity, they must expect the following: The respective proceeds from the sale may be substantially lower than the amount which Security Holders have paid in connection with the purchase of the Warrants. In this case the Security Holder will incur a loss.

The shorter the remaining time to maturity of a Warrant is, the smaller the likelihood that any losses in value can be made up by the end of term. The characteristic option element incorporated in the Warrants results in an increasing loss of time value towards the end of the term of the Warrants.

The Warrants are not capital protected and do not provide for a minimum redemption. Thus, Security Holders are exposed to a considerable risk of loss. A total loss of the amount paid in connection with the purchase of the Warrants (purchase price including transaction costs incurred) is also possible.

3.2 *Liquidity risks*

Security Holders bear the risk that there is no liquid market for trading the Warrants on a stock exchange. This means that they cannot sell the Warrants at a time desired by them.

For Warrants under this Base Prospectus, application may be made for admission to trading or inclusion in listing on a stock exchange and/or equivalent trading system (exchange listing). However, once a listing has taken place, no assurance can be given it cannot be guaranteed that the listing will be permanently maintained even after the Securities are listed. It is also possible that the listing on the stock exchange, on which the Warrants were initially listed, will be discontinued and a listing is requested on another stock exchange or in another segment.

Should the Warrants not be traded permanently on at least one stock exchange or should a stock exchange listing cease to exist, the purchase and sale of the Warrants will be considerably more difficult or de facto impossible. Even in the event of a continued listing, this does not necessarily mean that certain transactions of the Warrants on the relevant stock exchange will occur.

The offer size specified in the Final Terms represents the maximum number of Warrants offered, but does not indicate the number of Warrants actually issued and deposited with the settlement system in each case. The number of Warrants deposited with the settlement system depends on market conditions and may change during the term of the Securities. Investors should therefore note that no conclusions can be drawn with respect to the tradability and, in particular, the liquidity of the Warrants. The liquidity of the Warrants may in fact be lower than could be assumed on the basis of the offer size (number of securities) indicated in the Final Terms.

Low turnover on a stock exchange makes it difficult to sell the Warrants. This kind of situation is called an illiquid market for the Warrants. The lower the turnover, the greater the risk that it will not be possible to sell the Warrants at a time desired by the Security Holder.

For the reasons stated above, the Security Holders cannot assume that a liquid market for the Warrants will always be available. The Security Holders should be prepared that they may not be able to sell the Warrants to market participants.

The secondary market for the Warrants may be limited or the Warrants may have no liquidity which may adversely impact the value of the Warrants or the ability of the investor to dispose of them.

The ability to sell the Warrants at any time prior to expiry is very important to investors. This is where the Issuer's voluntary intention to quote bid and ask prices is of fundamental importance.

Under normal market conditions, the Issuer intends to regularly quote bid and ask prices for the Warrants. Nevertheless, the Issuer does not accept any legal obligation to the Security Holders to quote such prices or that such prices are calculated or reasonable. One of the largest risks the investor faces is that the Issuer will limit or completely cease on this voluntary intention to quote prices for the Warrants.

The Issuer may have provided a voluntary undertaking to certain stock exchanges to quote bid and ask prices for certain volumes of orders or securities, provided market conditions are reasonable. Such undertaking is given only to the stock exchanges concerned and does not give rise to any rights on the part of third parties such as Security Holders. Furthermore, the undertaking to the stock exchanges does not apply in exceptional situations, such as technical disruptions in the Issuer's operations (e.g., disruption to telephone service, technical disruptions, loss of power), in exceptional market situations (e.g., extraordinary market fluctuations in the underlying, exceptional situations on the local market of the underlying, or extraordinary events affecting the quoting of the instrument serving as underlying), in exceptional market situations caused by serious economic or political disturbances (e.g., terrorist attacks, crashes), or in the event the securities are temporarily sold out. In the latter case, only a buying price (and not a sell price) must be quoted.

Investors should not assume that other market participants besides the Issuer will quote bid and ask prices for the Warrants. Furthermore, the liquidity of the Warrants will not necessarily increase if the Warrants are listed on the stock exchange. Instead, investors should assume that any price quoted on the stock exchange can only move within the range of bid and ask prices set by the Issuer, if applicable, and that their order will be directly or indirectly executed against the Issuer.

If it is intended to list the Warrants according to the respective Final Terms, it cannot be guaranteed that the listing will be permanently maintained even after the Warrants are listed. If trading in the Warrants is non-existent or limited, it also becomes difficult for the investor to gain access to a current valuation of the Warrants. This situation could, in turn, adversely affect the liquidity of the Warrants. Liquidity may also be reduced by existing offer and sale restrictions in certain countries. Trading in Warrants that are not listed on a stock exchange may be exposed to higher risks than trading in exchange-listed securities.

In addition, the number of Warrants issued decreases as they are exercised, and their liquidity may therefore decrease over time.

The Issuer is also entitled, but not obliged, to buy back Warrants issued by him at any time. Warrants purchased in this manner may be held, resold or declared invalid. If the Issuer holds Warrants or declares them to be invalid, then such action could adversely affect the liquidity of the Warrants. Lower market liquidity could, in turn, increase the volatility of Warrant prices.

Investors should not rely on the ability to sell a Warrant at a particular time or at a particular price during the term of the Warrant. The more illiquid the market for the Warrants is, the greater the risk that the Security Holder may only be able to obtain an unfavourable ask price for its Warrants, if at all, someone provides prices for the Warrants and is willing to buy the Warrants. In such a situation the only option for the Security Holders would be, in the worst case, to exercice the option rights (in case of American type of exercise) and lose the time value that may have accrued or, in case of European type of exercise, to wait until the valuation date associated with the respective price risk and price chances until this date.

The availability of the electronic trading system of the Issuer may be limited which may adversely affect the possibility to trade the Warrants.

Due to the large number of trades in derivative securities typically handled by the Issuer, it is particularly important for the Issuer and Security Holders that trading in the Warrants be conducted *via* an electronic trading system so that bid and ask prices can be quoted for exchange and off-exchange trading. If the availability of the electronic trading system used by the Issuer could not be guaranteed or not completely guaranteed, this would have a corresponding effect on the tradability of the Warrants, with the consequence that a trade and in particular a sale of the Warrants is not possible at all times.

3.3 *Risks in connection with the determination of the prices of the Securities in the secondary market / pricing risks*

The Issuer determines the bid and ask prices for the Warrants using internal pricing models as a so-called market maker, taking into account the factors that determine the market price. Security Holders may not be able to sell their Warrant in the market at a reasonable price.

In contrast to most other securities, e.g. shares, for which market prices are generally set by supply and demand, the prices of the Warrants in the secondary market are calculated on the basis of theoretical pricing models. For this purpose, the bid and ask prices for the Warrants are determined by the Issuer depending, among other things, on the mathematical value of the Warrants, the costs of hedging and accepting risk and the expected return.

The pricing model applied by the Issuer only represents theories with regard to events materialising in reality. In particular, the Issuer may and must make the reservation to adjust its price quotation according to material deviations of realty from the assumptions inherent in the model. However, the model applied by the Issuer is of major importance as the Issuer usually will be the only market participant to quote bid and ask prices for its Warrants.

As the bid and ask prices of the Warrants set by the Issuer are based on internal pricing models which take into account, inter alia, the factors mentioned above, the prices set by the Issuer may also differ from the mathematical value of the Warrants or the economically expected price. Therefore, Security Holders may not be able to sell their Warrants in the market at a reasonable price.

In the event of market disruptions or technical problems, the availability of the electronic trading system used to calculate prices may be limited. Therefore, Security Holders may not be able to sell their Warrant in the market in every situation.

In the event of market disruptions or technical problems, the availability of the electronic trading system used to calculate prices may be limited.

In exceptional market conditions or in the event of extreme price fluctuations on the securities markets, the Issuer does not quote bid and ask prices regularly. It is also possible that the electronic trading system used to calculate prices may be temporarily or permanently unavailable due to technical problems.

Therefore, Security Holders bear the risk that under certain conditions they will not be quoted a price for their Warrant. This means that Security Holders may not be able to sell their Warrant in the market in every situation.

Hedging costs of the Issuer may have a negative effect on the bid and ask prices of the Warrants.

The spread between the bid and ask prices is also impacted, among other things, by the liquidity of the hedging instruments used to hedge against risk. Hedging instruments regularly used by the Issuer to hedge its risks arising from the issue of Securities include, among others, the underlying, derivatives related to the underlying or other underlyings, or derivatives that have a close parallel trend to the price of the underlying or its volatility. The lower the liquidity of the underlying or the wider the spread between the bid and ask prices of the hedging instruments, the higher the costs of risk hedging tend to be.

When pricing the Warrants, the Issuer will take such hedging costs into account and pass them on to the Security Holders through its setting of bid and ask prices, which in turn has a negative effect on the yield of the Warrants.

The price of the underlying must be estimated in some circumstances if the Warrants are traded at times when there is no trading on the home market of the underlying. Therefore, prices of the Warrants set by the Issuer beyond the trading time in the underlying on its home market may prove to be too high or too low, with the consequence that investors may pay or receive a price for the Warrants on purchase or sale which may not be reasonable.

If the Warrants are traded on the secondary market at times when the underlying is also being traded on its home market, the price of the underlying is incorporated into the calculation of the price of the Warrants as a known variable. In exceptional cases, however, the price of the underlying must be estimated if the related Warrants are traded at times when there is no trading on the home market of the underlying. In principle, this problem can arise for all Warrants irrespective of the times at which they are traded on an exchange, since the Issuer generally provides an off-exchange market for its Warrants, including at times when there is normally no trading in, for example, Central European shares or indices on their home markets. The problem is particularly relevant, however, in the case of underlyings traded in time zones at a great distance from Central Europe, such as American or Japanese shares or indices in those regions, as well as commodities or exchange rates which are generally traded around the clock. The same problem can also occur if secondary market trading in the Warrants is not possible due to a public holiday, while at the same time the underlying is being traded on its home market.

If the Issuer estimates the price of the underlying in such circumstances, any such estimation even a few hours prior to the resumption of trading in the underlying on its home market may turn out to be accurate, too high or too low. Accordingly, the prices of the Warrants set by the Issuer prior to the resumption of trading in the underlying on its home market may prove to be too high or too low.

This means that investors who purchase the Warrants at a time when there is no trading in the home market of the underlying may pay an unreasonably high price for the Warrants. Conversely, if the Warrants are sold at a time when there is no trading in the home market of the underlying, it is possible that the Security Holders will receive unreasonably low sales proceeds for the Warrants.

A decrease of the value of the Warrants may occur due to other factors affecting value such as money market interest rates, expected dividends and the level of the Issuer's refinancing costs.

In addition to the price of the underlying and its implied volatility as well as – in case of Warrants with limited term – the remaining term of the Warrants, other factors affecting value are also reflected in the price of the Warrants. These include, among others, expected income from the Issuer's hedging transactions in or relating to the underlying (such as dividend income in the case of shares), the level of the Issuer's refinancing costs for entering into the relevant hedging transactions and – in the case of Warrants with limited term – the interest rates on the money market for the period of the remaining term.

In general, the effect of the factors influencing the pricing declines over the term of the Warrants. Even if the price of the underlying rises in the case of a Call, Bull or Long Warrants or falls in the case of a Put, Bear or Short Warrant, the value of the Warrant may decline as a result of the other factors affecting value.

3.4 *Special pricing risks for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)*

Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)

In the case of Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8), the price of the Warrants is affected during their term by other factors determining value in addition to the price of the underlying, including in particular the implied volatility of the underlying. However, the implied volatility of the underlying influences the price of the Warrants in the secondary market with the following specifics.

If the price of the underlying is close to the knock-out barrier, there is an increased risk that the Warrant knocks out and thus expires worthless prematurely. If the price of the underlying is close to the knock-out barrier and the implied volatility rises - while all other factors affecting the value of the Warrants, in particular the price of the underlying, remain unchanged - then the price of the Warrant will fall, because there is an increased likelihood that the Warrant knocks out and expires worthless prematurely. On the other hand, if the implied volatility falls, then the price of the Warrant will rise, since the probability of a premature knock-out is reduced.

Therefore, from the point of view of the investor an increase in the implied volatility of the underlying represents a price risk if the price of the underlying is close to the knock-out barrier. The closer the knock-out barrier of a Warrant is to the current price of the underlying, the greater the proportion of the price of the Warrant represented by the implied volatility and therefore the greater its sensitivity to fluctuations in volatility. The further the knock-out barrier of the Warrant is from the current price of the underlying, the lower the proportion of the price of the Warrant represented by the implied volatility and therefore the lower its sensitivity to fluctuations in volatility, until it becomes negligible or zero.

Turbo Warrants, Open End Turbo / BEST Turbo Warrants and Barrier Warrants therefore react to changes in volatility in exactly the opposite way to Call or Put Warrants without knock-out barriers ("standard warrants").

The following applies to Turbo Warrants, Open End Turbo / BEST Turbo Warrants and Barrier Warrants: While the price of standard warrants will rise as volatility increases, the price Turbo Warrants, Open End Turbo / BEST Turbo Warrants and Barrier Warrants will fall, however only if the price of the underlying is close to the knock-out barrier.

Specific price risk in connection with jumps in the price of the underlying for Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)

The risk of jumps in the price of the underlying, for example between the close of trading on the previous day and the start of trading on the following trading day, which could trigger a knock-out event is known as gap risk. If, for example, an index opens 2.5 per cent. above or below the previous day's close and if a knock-out event is triggered as a result, this leads to substantial price risks for the Issuer when adjusting the hedging transactions entered into for the Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8) sold. The Issuer can usually hedge its exposure only for price movements of the underlying up to the respective knock-out barrier. If a jump in price goes beyond that point, the resulting loss is borne by the Issuer since it may no longer be possible to unwind the hedging transactions if the price of the underlying has already jumped beyond the knock-out barrier or in an area between the strike and the knock-out barrier.

The gap risks for all mentioned Warrants with knock-out are usually estimated by the Issuer in advance and passed on to the purchasers of the Warrants through the price settings in the secondary market and thus may have a negative impact on the yield of the Warrants. For these Warrants one can therefore say that the Security Holders bear the gap risk indirectly. It may prove to be the case in hindsight that the estimates of the gap risks by the Issuer were too high or too low.

Specific price risk in connection with jumps in the price of the underlying for Mini Future / Unlimited Turbo Warrants (Product No. 4)

Mini Future / Unlimited Turbo Warrants also carry the gap risk mentioned in the above risk factor "Price risk associated with increasing implied volatility in Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8)". However, the impact of the gap risk on the pricing of the Mini Future / Unlimited Turbo Warrants is less than that of Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3) and Barrier Warrants (Product No. 8), since the gap risk is essentially accounted for in Mini Future / Unlimited Turbo Warrants by the distance between the strike and the knock-out barrier. With Mini Future / Unlimited Turbo Warrants, one can therefore speak of a direct assumption of the gap risk by the Security Holder. This particular gap risk in case of Mini Future / Unlimited Turbo Warrants is described in more detail under "1.4 Product No. 4: Risks resulting from the redemption profile of Mini Future Long / Unlimited Turbo Long Warrants or Mini Future Short / Unlimited Turbo Short Warrants" in section "B. Risk factors associated with the Warrants" of this risk section.

Specific price risk in connection with the adjustment of the strike and the knock-out barrier for Mini Future / Unlimited Turbo Warrants (Product No. 4)

In the case of Mini Future / Unlimited Turbo Warrants, the strike and knock-out barrier of the Warrants are subject to ongoing adjustment in accordance with the Terms and Conditions. In order to reflect any dividend payments and financing costs incurred by the Issuer in connection with the hedging transactions (hedges) entered into for the Warrants, the Warrant strike is adjusted daily by an adjustment amount. A more detailed description of the adjustment can be found under "1.4 Product No. 4: Risks resulting from the redemption profile of Mini Future Long / Unlimited Turbo Long Warrants or Mini Future Short / Unlimited Turbo Short Warrants" in section "B. Risk factors associated with the Warrants" of this risk section.

For Mini Future Long / Unlimited Turbo Long Warrants, the adjustment of the strike - subject to the influence of other factors affecting the price - will reduce the intrinsic value and thus the price of a Mini Future Long / Unlimited Turbo Long Warrant if the adjustment amount is positive.

In the case of Mini Future Short / Unlimited Turbo Short Warrants, the adjustment of the strike - subject to the influence of other factors affecting the price - will reduce the intrinsic value and hence the price of a Mini Future Short / Unlimited Turbo Short Warrant if the adjustment amount is negative.

3.5 *Risk of tradability of the Warrants immediately before final maturity*

Investors should be aware that the tradability of the Warrants in the secondary market will cease immediately prior to final maturity and that relevant factors may still change to the disadvantage of the investor between the last trading day and the maturity date.

The Issuer and/or the exchange cease trading in the Warrants shortly before their valuation date. However, the reference price of the underlying on the valuation date and/or the applicable exchange rate, both of which are important for the purpose of determining the cash amount of the Warrants, may still change between the last exchange trading day and the maturity date, which may be to the disadvantage of the investor.

3.6 *Special risks in connection with tradability for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)*

The risk exists that a knock-out event may also occur at times when the Warrants with barriers are not normally traded.

In the case of Warrants with a barrier, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8), investors in principle face the risk that a knock-out event may also occur at times when the Warrants are not normally traded. A knock-out event refers to either (i) the reaching or exceeding of a barrier or (ii) the reaching of or falling below a barrier by a certain price of the underlying during the barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. This risk is especially relevant if the trading hours during which the Warrants are traded (by the Issuer or on a securities exchange on which the Warrants are listed) differ from the trading hours during which trading in the underlying normally takes place (the trading hours for the underlying normally correspond to the observation hours during which the knock-out barrier is observed).

The problem relates in particular to underlyings traded in time zones at a great distance from Central Europe, such as American or Japanese shares or indices in those regions, as well as commodities or exchange rates which are generally traded around the clock. The same problem can occur if secondary market trading in the Warrants is not possible due to a public holiday, while at the same time the underlying is being traded on its home market.

Even if a knock-out event occurs at times at which the Warrants are not normally traded, investors are essentially exposed to the risks of a direct investment in the underlying with regard to the performance of the Warrants, which may also result in a total loss.

If the prices of the Warrants move above the stop loss limit during a period when the regular trading hours for the Warrants and the regular trading hours for the underlying do not coincide, setting a stop loss limit at which the Warrants would be sold will not necessarily help the investor to avoid the risk described here.

There is a particular risk associated with tradability of Warrants with barriers immediately before final maturity.

There is a particular risk for Warrants with a barrier that a knock-out evet occurs after trading in the secondary market has already finished. See also the presentation under "3.5 Risk of tradability of the Warrants immediately before final maturity" in this section of the risk description.

3.7 *Risks in connection with conflicts of interest*

Other transactions

The Issuer belonging to the Citigroup Inc. Group (Citigroup Inc. together with its subsidiaries the "**Citigroup Group**" or the "**Citigroup**") and the companies of the Citigroup Group operate daily on the international and German securities, foreign exchange, credit derivatives and commodity markets. They may therefore enter into transactions with direct or indirect reference to the Warrants for their own account or for the account of customers. Furthermore, the Issuer and the companies of the Citigroup Group may actively engage in trading transactions in the underlying, other instruments or derivatives, stock exchange options or stock exchange forward contracts relating to it, or may issue other securities and derivatives relating to the underlying. In doing so, the Issuer and the companies of the Citigroup Group may pursue economic interests which conflict with the interests of the investors and, in particular, act as if the Warrants had not been issued when entering into such transactions. Such transactions may have a negative effect on the performance of the underlying.

This also includes transactions of the Issuer and companies of the Citigroup Group which hedge their obligations under the Warrants. The value of the Warrants may also be affected by the termination of some or all of these hedging transactions. See also the risk under "5.1 Risk upon termination of hedging transactions of the Issuer" in section "5. Special material risks which apply to all or several underlyings" in this risk description.

The Issuer and companies of the Citigroup Group may buy and sell securities for their own account or for the account of third parties and may issue additional derivative securities relating to the respective underlying or constituents of the underlying, including securities whose features are the same as or similar to those of the Securities.

All of the aforementioned activities may impact the price of the underlying or the constituents of the underlying and thus also the price of the Warrants.

Business relations

The Issuer and companies of the Citigroup Group may have a business relationship with the issuer of the underlying. Such a business relationship may be characterised, for example, by the granting of credit or advisory and trading activities. The companies may also, for example, cooperate in commercial banking activities.

The companies must fulfil their obligations in this connection irrespective of the resulting consequences for the Security Holders and, if necessary, take such actions as they deem necessary or appropriate to protect themselves or safeguard their interests arising from these business relationships. In doing so, the Issuer and the companies of the Citigroup Group need not take into account the consequences for the Warrants and for the Security Holders. The aforementioned activities may therefore lead to conflicts of interest and may adversely affect the price of the underlying or related securities such as the Warrants.

In addition, the Issuer and companies of the Citigroup Group may enter into transactions and enter into or be involved in transactions that affect the value of the underlying. Such business relationships with the issuer of the underlying may adversely affect the value of the Securities. This may result in a conflict of interest on the part of the Issuer.

Information on underlyings

The Issuer and companies of the Citigroup Group may receive non-public information relating to the underlying or the constituents of the underlying, but are under no obligation to pass on such information to the Security Holders. Furthermore, companies of the Citigroup Group may publish research reports relating to the underlying or constituents of the underlying. These types of activities may entail certain conflicts of interest and affect the price of the Warrants.

Pricing by the Issuer

Within the context of market making, the Issuer as market maker determines the price of the Warrants to a decisive extent. The prices set by the market maker will not always correspond to the prices that would have been formed in liquid stock exchange trading.

The prices provided by the market maker may deviate substantially from the fair value or the economically expected value of the Securities. In addition, the market maker may at any time change the method by which it determines the prices quoted. For example, it may increase or decrease the spread between bid and ask prices (see also the description in subsection "The Issuer determines the bid and ask prices for the Warrants using internal pricing models as a so-called market maker, taking into account the factors that determine the market price. Security Holders may not be able to sell their Warrant in the market at a reasonable price." under "3.3 Risks in connection with the determination of the prices of the Securities in the secondary market / pricing risks" in this risk description).

The Issuer and companies of the Citigroup Group may also act as market makers for the underlying. The market making can significantly influence the price of the underlying and thus also the value of the Warrants.

In addition, the Issuer and companies of the Citigroup Group generally act as the calculation agent for the Warrants. This activity can lead to conflicts of interest since the responsibilities of the calculation agent include making certain determinations and decisions which could have a negative effect on the price of the Warrants or the level of the cash amount.

3.8 ***Taxation risks***

There is a risk of the deduction of U.S. withholding tax and the transmission of information to the U.S. tax authorities.

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**"), enacted in 2010, impose a reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to certain holders that do not comply with specific information requests and to foreign financial institutions unless the payee foreign financial institution agrees, among other things, to disclose the identity of certain U.S. account holders at the institution (or the institution's affiliates) and to annually report certain information about such accounts.

This withholding currently applies to certain payments from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) no earlier than 1 January 2019. Proposed U.S. Treasury regulations were recently published that delay the effective date of withholding on payments of "foreign passthru payments" until the date that is two years after the date on which final U.S. Treasury regulations defining the term "foreign passthru payment" are filed with the U.S. Federal Register. This withholding would potentially apply to payments in respect of (i) any Warrants characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "grandfathering date", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term "foreign passthru payment" are filed with the U.S. Federal Register, or which are materially modified after the grandfathering date and (ii) any Warrants characterized as something other than debt for U.S. federal tax purposes, whenever issued. If Warrants are issued on or before the grandfathering date, and additional Warrants of the same series are issued after that date, the additional Warrants may not be treated as grandfathered.

The United States and a number of other jurisdictions have either entered into or announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an "**IGA**"). Pursuant to FATCA and the "**Model** 1" and "**Model** 2" IGAs released by the United States, a "**foreign financial institution**", or "**FFI**" (as defined by FATCA) resident in an IGA signatory country could be treated as a "**Reporting FI**" not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being a "**FATCA Withholding**") from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the United States Internal Revenue Service (the "**IRS**"). The United States and Germany have signed an agreement (the "**U.S.-Germany IGA**") based largely on the Model 1 IGA.

The Issuer is treated as a Reporting FI pursuant to the U.S.-Germany IGA and has registered with the IRS. The Issuer does not anticipate being obliged to deduct any FATCA Withholding on payments it makes but there can be no assurance that the Issuer will not be required to deduct FATCA Withholding from such payments. Accordingly, the Issuer and financial institutions through which payments on the Warrants are made may be required to withhold FATCA Withholding if any FFI through or to which payment on such Warrants is made is not a participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from principal or other payments on the Warrants as a result of a holder's failure to comply with FATCA, none of the Issuer, any paying agent or any other person would pursuant to the Terms and Conditions of the Warrants be required to pay additional amounts as a result of the deduction or withholding of such tax.

There is a risk that U.S. withholding tax may apply in respect of U.S. "dividend equivalent" payments and, if this withholding tax applies, the investor will receive less than the amount the investor would have received without the application of the withholding tax.

Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") and the Treasury regulations thereunder ("**Section 871(m)**") impose a 30 per cent. (or lower treaty rate) withholding tax on "dividend equivalents" paid or deemed paid to Non-U.S. Holders (as defined below) with respect to certain financial instruments linked to U.S. equities ("**U.S. Underlying Equities**") or certain indices that include U.S. Underlying Equities. Section 871(m) generally applies to financial instruments that substantially replicate the economic performance of one or more U.S. Underlying Equities, as determined based on tests set forth in the applicable Treasury regulations. The discussion herein refers to a Warrant subject to Section 871(m) as a "**Specified Warrant**".

The term "**Non-U.S. Holder**" means a holder of Warrants that is, for U.S. federal income tax purposes, a non-resident alien individual, a foreign corporation or a foreign estate or trust that, in each case, does not hold a Specified Warrant in connection with the conduct of a U.S. trade or business.

If a Warrant is a Specified Warrant, withholding in respect of dividend equivalents will generally be required either (i) on the underlying dividend payment date or (ii) upon any payment in respect of the Warrant (including upon exercise or termination), a lapse of the Warrant or other disposition by the Non-U.S. Holder of the Warrant, or possibly upon certain other events.

The Issuer's determination regarding Section 871(m) is generally binding on Non-U.S. Holders, but it is not binding on the United States Internal Revenue Service (the "**IRS**"). Accordingly, even if the Issuer determines that certain Warrants are not Specified Warrants, the IRS could challenge the Issuer's determination and assert that withholding is required in respect of those Warrants.

The application of Section 871(m) to a Warrant may be affected if a Non-U.S. Holder enters into another transaction in connection with the acquisition of the Warrant. For example, if a Non-U.S. Holder enters into other transactions relating to a U.S. Underlying Equity, the Non-U.S. Holder could be subject to tax under Section 871(m) even if the relevant Warrants are not Specified Warrants subject to Section 871(m) as a general matter. Furthermore, beginning in 2021, dividend equivalents paid in connection with combined transactions could be subject to withholding.

The Issuer will not be required to pay any additional amounts as compensation in respect of amounts withheld under Section 871(m).

There is a risk of implementation of a Financial Transaction Tax with the consequence that in the future any sale, purchase or exchange of the Warrants may be subject to such taxation. This may have a negative effect on the value of the Warrants.

The European Commission has published a proposal for a Directive for a common financial transactions tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Warrants (including secondary market transactions) in certain circumstances.Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Warrants where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

On 27 January 2015 the ministers of the finance of ten of the participating Member States (excluding Greece) announced in a joint statement that the FTT should be based on the principle of the widest possible base, but should have low rates. By now, a final agreement on a new directive proposal has not been reached. Member States are still negotiating the exact nature and timing of the entry into force of the FTT. It may therefore be altered prior to any implementation. Additional EU Member States may decide to join while participating Member States might propose changes or cancel their participations. In December 2015 Estonia has declared not to participate in the introduction of the FTT, so that according to the most recent status ten Member States will introduce the FTT. The introduction of the FTT could affect the trading in the Warrants and their prices, which as a result would reduce the yield for Security Holders.

However, in June 2019, the ten countries agreed that the FTT will only apply to purchases and sales of shares and will be in force from 2021. Whether and in what form an FTT will actually be introduced and whether this will have an impact on the trading of the Warrants and their prices cannot yet be conclusively assessed at the date of the Base Prospectus.

4. <u>Risks that apply to individual underlyings</u>

The level of the cash amount of the Warrants and the market value of the Warrants during their term depend on the performance of an underlying. This means that potential investors bear similar risks when they buy a Warrant as they would with a direct investment in the underlying. These specific risks are described in this subsection for each underlying. The effects of falling, rising or fluctuating prices of the underlying on the individual type of Warrants are already described above in subsection "1. Risk related to the redemption profile of the Securities".

This category is divided into subcategories (4.1, 4.2, etc.). Within each subcategory, the two most significant risk factors in the Issuer's view are presented first. It is also possible that within a sub-category only one significant risk factor or more than two risk factors are presented. The order of presentation in the case of more than two risk factors within a subcategory does not represent a statement on the probability of occurrence or on the severity or significance of the individual risks.

4.1 *Risks in connection with indices as underlying*

In the case of Warrants relating to indices, the market value of the Warrants during the term and the level of the cash amount depend on the performance of the index. In principle, all types of underlyings mentioned in this Base Prospectus are eligible as index constituents, so that the risk factors mentioned for the respective types of underlyings must also be taken into account. Risks of the index or its constituents are therefore also risks of the Warrants.

Risks affecting the performance of indices and thus the market value and the level of the cash amount under the Warrants

The performance of the index depends mainly on the individual index constituents composing the respective index. In addition to the performance of the individual index constituents, fluctuations in the value of one index constituent can be amplified by fluctuations in the value of other index constituents. This in turn can trigger or reinforce an increase or decrease in the value of the entire index.

During their term, however, the market value of the Warrants may also diverge from the performance of the index or the index constituents since, for example, the correlations, volatilities, level of interest rates and, e.g. in the case of performance indices, also the re-investment of dividends paid on the index constituents, in addition to other factors, may affect the performance of the Warrants.

An unfavourable development of the aforementioned factors may have an adverse effect on the price of the index. The adverse influence on the price of the index will then adversely affect the value of the Warrants.

The above-mentioned consequences do not apply to Put, Bear or Short Warrants. In such cases, favourable developments of the aforementioned factors or other positive influences on the value of the index may have a negative effect on the value of the Warrants.

Risk in the event of discontinuation or change in the calculation of an index

The Issuer has no influence on the index which is the underlying of the Warrants issued under this Base Prospectus. Therefore, the Issuer has no influence on the method of calculation, determination and publication of the index. The Issuer also does not participate in the decisions regarding a change of the index or the discontinuation of its calculation.

An index used as underlying of a Warrant may not be available for the entire term of the Warrants or its calculation method may be changed.

During the term of the Warrants, the index administrator may be subject to new legal requirements regarding the publication and use of an index. Under certain circumstances, an approval or registration of the respective operator of the index or the person responsible for the composition of the index may be required. It may also be necessary to modify the index in order to comply with the legal requirements. In this context, it is not excluded that an index may be changed in terms of content, may not be continued or may not be used. This is particularly the case if an index is not approved or registered or if it is subsequently discontinued (see also subsection "5.3 Risk in connection with the regulation and reform of reference values ("Benchmarks")" in section "5. Special material risks which apply to all or several underlyings" of this risk description).

Therefore, the Security Holder bears the risk that the index may be discontinued, cancelled, its calculation method changed and/or the index replaced by another index. In such cases, the Terms and Conditions may be adjusted or the Warrants may also be terminated by the Issuer. See also the description under "2. Risks arising from the Terms and Conditions of the Securities" in subsection "2.3 Risks due to adjustments".

Special risks associated with price indices

In contrast to return indices (also performance indices), dividends or other distributions paid on index constituents are not included in the calculation of the index level. They regularly have a negative effect on the price of the index used as underlying. This is because the index constituents are usually traded at a discount after the payment of dividends or distributions. This has the following effect: the price of the index of the price index does not rise or fall to the same extent as the index level of a comparable performance index.

Concentration risk and risk associated with unequal weighting

The index used as underlying may only reflect the performance of assets in certain countries or certain sectors. In this case, Security Holders are exposed to a concentration risk. Example: Index constituents are shares from a certain country. In the event of a generally unfavourable economic development in this country, this development may have an adverse effect on the price of the index. This will then also affect the value of the Warrants relating to the index. The same applies if an index is composed of shares of companies in the same industry.

If several countries or sectors are represented in an index, they may be unequally weighted in the index. This means that an unfavourable development in a country or sector with a high weighting can have an adverse effect on the price of the index. The adverse influence on the price of the index will then have a negative effect on the value of the Warrants.

The above-mentioned consequences do not apply to Put, Bear or Short Warrants. In these cases, favourable economic developments or other positive influences on the value of the index may have a negative effect on the value of the Warrants.

Risk in connection with the recomposition or reweighting of indices

If an index is recomposed or rebalanced in accordance with the relevant index concept, the risk profile of the index may change significantly. For example, the inclusion of new index constituents may result in additional risks. These may in particular be new country or sector-specific risks. In the context of a rebalancing of the index constituents, the risk profile of the index may shift considerably. This means that the risk associated with an index constituent increases if its weighting in the index increases or vice versa.

Special risk in connection with DAX® (Performance Index) / X-DAX® as underlying for Warrants with barriers, Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo

Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)

Where the DAX® (Performance Index) / X-DAX® forms the underlying for Warrants with a barrier, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8), investors should note that the relevant price of the underlying for determining the knock-out event includes both the prices of the DAX® (Performance Index) and also the prices of the X-DAX®. The period of time during which a knock-out event may occur is therefore longer than in the case of Warrants with a barrier feature relating only to the DAX® (Performance Index). It should also be noted that, due to its event-driven method of calculation, the likelihood of sudden price movements and therefore the risk of a knock-out event occurring is higher in the case of the X-DAX®.

4.2 *Risks in connection with shares or securities representing shares as the underlying*

The Warrants may be relating to shares or securities representing shares (mostly in the form of American Depository Receipts ("**ADRs**") or Global Depository Receipts ("**GDRs**"), together "**Depository Receipts**"). Depository Receipts are securities in the form of shares in a portfolio of shares. The risks presented in this sub-category relate both to Warrants relating directly to shares and to Warrants relating to securities representing shares. Therefore, references to Warrants relating to shares should also be understood as references to Warrants relating to securities representing shares.

A detailed description of Depository Receipts and special risks associated with an investment in Depository Receipts can be found under "4.3 Special Risks in connection with securities representing shares as the underlying".

In the case of Warrants relating to shares or securities representing shares, the market value of the Warrants during the term of the Warrants as well as the level of the cash amount is dependent on the performance of the share or the securities representing shares respectively. Their risks are therefore also risks of the Warrants.

Risks affecting the performance of shares and thus the market value and the level of the cash amount under the Warrants

The development of the share price cannot be predicted and is determined by macroeconomic factors, e.g. the interest rate and price level on capital markets, currency developments, political circumstances, as well as company-specific factors such as e.g. the earnings situation, profitability, innovative strength, outlook, development of the industry sector, market position or the sales markets of the company, risk situation and shareholder structure. Significant corporate policy decisions may also have a significant negative impact on the share price. These include, for example, business orientation, capital measures or dividend payments (distribution policy). In particular, the issuer of a share could get into payment difficulties and insolvency or comparable proceedings could be opened against its assets.

Shares of companies with a low to medium market capitalisation may be subject to higher risks than shares of larger companies. The risks exist in particular with regard to the volatility of the shares and a possible insolvency of the companies. Furthermore, shares of companies with low market capitalization may be extremely illiquid due to low trading volumes. The past performance is in no way indicative of its future performance.

Additional risks exist in the case of shares in companies with a registered office or business activity in countries with little legal certainty. The risk may, for example, be the implementation of unforeseeable government measures or nationalization.

During the Warrants' term, however, the market value of the Warrants may also diverge from the performance of the shares since, in addition to the price of the shares other factors, for example, the volatility, the level of interest rates and developments on the capital markets may affect the performance of the Warrants. For their part, the capital markets are affected by the general global situation and specific economic and political conditions.

The realization of the aforementioned risks may cause the share price of the relevant share to fall sharply or the share to become worthless. The realization of these risks may result in holders of Warrants relating to such shares losing parts or all of the capital invested.

In the case of Put, Bear or Short Warrants, the situation must be assessed differently. In the case of these Warrants, losses can occur only if the value of the share increases.

4.3 *Special Risks in connection with securities representing shares as the underlying*

Exposure to the risk that cash amounts do not reflect a direct investment in the shares underlying the Depository Receipts

The Warrants may be relating to securities representing shares (mostly in the form of American Depository Receipts ("**ADRs**") or Global Depository Receipts ("**GDRs**"), together "**Depository Receipts**"). Compared to a direct investment in shares, such securities representing shares may present additional risks.

ADRs are securities which are issued in the United States of America in the form of share Warrants in a portfolio of shares which is held in the country of domicile of the issuer of the underlying shares outside the United States of America. GDRs are also securities in the form of share Warrants in a portfolio of shares which are held in the country of domicile of the issuer of the underlying shares. As a rule they are distinguished from share Warrants referred to as ADRs in that they are normally publicly offered and/or issued outside the United States of America.

The cash amount payable on Warrants that reference Depository Receipts may not reflect the return that a Security Holder would realize if it actually owned the relevant shares underlying the Depository Receipts and received the dividends paid on those shares because the price of the Depository Receipts on any specified valuation dates may not take into consideration the value of dividends paid on the underlying shares. Accordingly, holders of Warrants that reference Depository Receipts as underlying may receive a lower payment upon redemption of such Warrants than such Security Holder would have received if it had invested directly in the shares underlying the Depository Receipts.

Exposure to risk of non-recognition of beneficial ownership

Each Depository Receipt represents one or more shares or a fraction of the security of a foreign stock corporation. The legal owner of shares underlying the Depository Receipts is the custodian bank which at the same time is the issuing agent of the Depository Receipts. Depending on the jurisdiction under which the Depository Receipts have been issued and the jurisdiction to which the custodian agreement is subject, it is possible that the corresponding jurisdiction will not recognize the purchaser of the Depository Receipts as the actual beneficial owner of the underlying shares. In particular, in the event that the custodian becomes insolvent or that enforcement measures are taken against the custodian, it is possible that an order restricting free disposition may be issued with respect to the shares underlying the Depository Receipts or these shares may be realised within the framework of an enforcement measure against the custodian. If this is the case, the purchaser of the Depository Receipts will lose its rights under the underlying shares securitized by the Depository Receipt. The Warrants relating to these Depository Receipts will become worthless. In such a case the Security Holder is exposed to the risk of a total loss.

Risk that distributions in respect of the shares underlying the Depository Receipts are not passed on to the purchasers of the Depository Receipts

The issuer of the underlying shares may make distributions in respect of its shares that are not passed on to the purchasers of its Depository Receipts, which can negatively affect the value of the Depository Receipts and the Warrants.

4.4 ***Risk in connection with dividends as constituent of an underlying***

In the case of Warrants relating to an underlying which relates to dividends, i.e. Warrants relating to, e.g. a dividend index or a dividend futures contract, the market value of the Warrants and the level of the cash amount depend on the level or market expectation as to the level of the dividend(s) underlying the index or futures contract. Risks of the dividends are therefore also risks of the Warrants.

Risks affecting dividend payments and market expectations as to the level of the dividend(s) as well as the market value and the level of the cash amount of the Warrants

In the case of the Warrants to be issued under this Base Prospectus, dividends as part of an index may affect the performance of the underlying (index) and thus on the price performance of the Warrants. This is also the case if a futures contract serving as underlying of a Warrant relates to dividends or dividend indices.

The level or market expectation with regard to the level of dividends cannot be predicted and is determined by factors that also affect the share price of a company, such as macroeconomic factors, for example the interest and price level on the capital markets, currency developments and political circumstances. In addition, however, company-specific factors such as the earnings situation, market position, risk situation, shareholder structure and dividend policy play a particularly important role. It is possible, for example, that a company may not distribute profits at all or not in accordance with the level that has been customary in the past, in order to invest them in development or restructuring measures, for example. Dividend distributions by a company in the past cannot be used to draw conclusions about a corresponding distribution policy in the future.

During the term of the Warrants their market value may differ from the level or market expectation with regard to the level of dividends, as other factors, e.g. volatility and interest rate levels may have an influence on the price performance of the Warrants.

If only a partial or no dividend at all is distributed, this may result in a partial or complete loss of the invested capital for holders of Cerificates indirectly related to such dividends.

In the case of Put, Bear or Short Warrants, the situation must be assessed differently. In the case of these Warrants, losses can occur only if dividend distributions are made in significant amounts.

4.5 *Risk in connection with exchange rates as the underlying*

In the case of Warrants relating to exchange rates, the market value of the Warrants during the term and the cash amount depend on the performance of the exchange rate. Risks relating to exchange rates are therefore also risks of the Warrants.

Exchange rates express the relationship between the value of a particular currency and that of another currency. In international foreign exchange trading, in which one particular currency is always traded against another, the currency being traded is known as the base currency, while the currency in which the price for the base currency is quoted is known as the price currency. The most important currencies traded on the international foreign exchange markets are the U.S. dollar (USD), the euro (EUR), Japanese yen (JPY), Swiss francs (CHF) and the British pound sterling (GBP). As an example, therefore, an exchange rate of "EUR/USD 1.2575" means that 1.2575 U.S. dollars must be paid for the purchase of one euro. A rise in this rate of exchange therefore indicates that the euro has risen against the U.S. dollar. On the other hand, a rate of exchange of "USD/EUR 0.8245" shows that 0.8245 euros must be paid for the purchase of one U.S. dollar. A rise in this rate of exchange therefore means that the U.S. dollar has risen against the euro.

Reference values for the underlying may be drawn from a wide variety of sources. On the one hand, these may be exchange rates derived from the interbank market, since the majority of international foreign exchange trading takes place between major banks. These rates are published on the pages of recognized financial information services (such as Reuters or Bloomberg). On the other hand, certain official exchange rates determined by central banks (such as the European Central Bank) may also be used as reference values. The reference values for particular Warrants are specified in the respective Terms and Conditions.

Risks affecting the performance of exchange rates and thus the market value and the level of the cash amount under the Warrants

Exchange rates are subject to an extremely wide range of risks. Examples that should be mentioned here include risks in connection with significant changes regarding the supply and demand for currencies on the international foreign exchange markets, the rate of inflation in the particular country, differences in interest rates compared with other countries, the assessment of the performance of the respective economy, and risks in connection with significant changes of the global political situation, the convertibility of one currency into another, the security of a monetary investment in the respective currency. Also measures taken by governments and central banks (e.g. exchange controls and restrictions) are a risk regarding the performance of exchange rates. In addition to these risks which are still capable of being assessed, there may be other influences on exchange rates for which an assessment is practically impossible, e.g. factors of a psychological nature such as crises of confidence in the political leadership of a country or other matters of a speculative nature. These factors of a psychological nature can also have a significant influence on the value of the relevant currency and, therefore, represent corresponding risks.

The performance of the exchange rate may already during the term of the Warrants result in a loss of value for holders of Warrants relating to exchange rates. Even at maturity, losses in value of the exchange rate may lead to a corresponding loss of the invested capital.

In the case of Put, Bear or Short Warrants, the situation must be assessed differently. In the case of these Warrants, losses can occur only if the value of the exchange rate increases.

Special pricing risks in connection with the pricing of exchange rates in the case of Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)

In the case of Warrants with a barrier, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8), perceived price indications for exchange rates in the international spot market are used for the determination of Knock-Out Events. These can be entered by contributors (currently almost all major global banks) on the relevant publication pages. As a rule, price indications are neither binding nor actually traded prices of the contributors. This does not result in any legal obligations for the contributors. These are mere price indications which are not subject to any further, in particular supervisory, control. The price indications may lead to less favourable prices for exchange rates than would actually be expected on the basis of the market situation and other factors.

An unfavorable performance of an exchange rate may have a negative effect on the value of the Warrants. Furthermore, this may have a negative impact on the cash amount and result in high losses, up to the total loss of the invested capital. An unfavorable performance of an exchange rate can also lead to the occurrence of a Knock-Out Event, which results in a total economic loss.

4.6 *Risk in connection with commodities as the underlying*

In the case of Warrants relating to exchange rates, the market value of the Warrants during the term and the cash amount depend on the performance of the commodity. Risks relating to the commodity are therefore also risks of the Warrants.

Raw materials and commodities are generally divided into three main categories: mineral commodities (such as oil, gas, aluminum and copper), agricultural products (such as wheat and corn) and precious metals (such as gold and silver). The majority of trading in raw materials and commodities takes place on specialized exchanges or directly between market participants (interbank trading) on a global basis in the form of OTC (over-the-counter, off-market) transactions using contracts that are for the most part standardized.

Risks affecting the performance of commodities and thus the market value and the level of the cash amount under the Warrants

The factors affecting the prices of raw materials are numerous and complicated. As an illustration, some of the typical factors reflected in prices of raw materials are listed below.

a) Supply and demand

The planning and management required for the provision of raw materials take up a great deal of time. As a result, there is limited room for maneuver in the supply of raw materials and it is not always possible to adjust production rapidly to meet changes in demand. Demand for raw materials may also vary between different regions. The transport costs for raw materials in regions where they are needed also have an effect on prices. The cyclical behavior of some raw materials, such as agricultural products that are produced at particular times of the year, can also result in substantial fluctuations in price.

b) Direct investment costs

Direct investments in raw materials entail costs for storage, insurance and taxes. Furthermore, no interest or dividend payments are made for an investment in raw materials. The total return on raw materials is affected by these factors.

c) Liquidity and speculations

Not all markets for raw materials are liquid and able to react quickly and to the extent required in response to changes in supply and demand. Since there is only a small number of participants in the markets for raw materials, a significant amount of speculative activity can have negative consequences and give rise to distortions in prices.

d) Weather and natural disasters

Unfavorable weather conditions can affect the supply of certain commodities for a whole year. The resulting severe restriction of supply can lead to significant and unpredictable movements in prices. The prices of agricultural products can also be affected by the spread of diseases and outbreaks of epidemics.

e) Political risks

It is frequently the case that raw materials are produced in emerging countries to satisfy demand in industrial countries. The political and economic situation in emerging countries, however, is generally far less stable than in the industrial nations. Investors have a much higher exposure to the risk of rapid political changes and economic setbacks. Political crises may undermine investor confidence which in turn may be reflected in prices of raw materials. Military confrontations or conflicts may alter the balance of supply and demand of particular raw materials. In addition, it is possible that industrial nations may impose an embargo on the export and import of commodities and services. This may be reflected directly or indirectly in the prices of raw materials. Moreover, many producers of raw materials have joined forces in organizations or cartels with the aim of regulating supply and so affecting prices.

f) Taxation

Changes in tax rates and customs duties may have the effect of decreasing or increasing the profitability of producers of raw materials. To the extent that these costs are passed on to buyers, changes of this nature will affect the prices of the relevant raw materials.

The prices for raw materials and commodities are subject to greater fluctuations (volatility) than in the case of other investment classes. In particular, markets for raw materials are less liquid than bond, currency and equity markets. Changes in supply and demand therefore have a more dramatic effect on prices and volatility, which means that investments in raw materials are more complex and subject to greater risks.

The performance of the commodity may already during the term of the Warrants result in a loss of value for holders of Warrants relating to commodities. Even at maturity, losses in value of the commodity may lead to a corresponding loss of the invested capital.

In the case of Put, Bear or Short Warrants, the situation must be assessed differently. In the case of these Warrants, losses can only occur if the value of the raw materials or commodities increases.

Special pricing risks in connection with the pricing of commodities in the case of Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)

In the case of Warrants with a barrier, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8), perceived price indications for commodities in the international spot market are used for the determination of Knock-Out Events. These can be entered by contributors (currently almost all major global banks) on the relevant publication pages. As a rule, price indications are neither binding nor actually traded prices of the contributors. This does not result in any legal obligations for the contributors. These are mere price indications which are not subject to any further, in particular supervisory, control. The price indications may lead to less favourable prices for commodities than would actually be expected on the basis of the market situation and other factors.

An unfavorable performance of a commodity may have a negative effect on the value of the Warrants. Furthermore, this may have a negative impact on the cash amount and result in high losses, up to the total loss of the invested capital. An unfavorable performance of a commodity can also lead to the occurrence of a Knock-Out Event, which results in a total economic loss.

4.7 *Risk in connection with funds as the underlying*

The Warrants may relate to funds or alternative investment funds (AIF and special AIF, as defined below under "Special risk in connection with alternative investment funds (AIF and special AIF)"). The risks presented in this sub-category concern both Warrants directly relating to funds and Warrants relating to alternative investment funds. Therefore, references to Warrants relating to funds should be understood as references to Warrants relating to alternative investment funds.

Material risks specifically associated with an investment in alternative investment funds are set out below under "Specific risks associated alternative investment funds (AIF and Specialist AIF)".

In the case of Warrants relating to funds, the market value of the Warrants during the term and the cash amount depend on the performance of the fund. Risks relating to the fund are therefore also risks of the Warrants.

From a legal perspective, the money invested in a fund or alternative investment fund and the assets purchased with the same is treated as funds pursuant to §°1 (10) of the German Capital Investment Code (*Kapitalanlagegesetzbuch*) which means that the assets belonging to the fund are jointly owned by all shareholders or are held for them by the investment company on a fiduciary basis and kept separately from the other assets of the investment company.

Risks affecting the performance of funds and thus the market value and the level of the cash amount under the Warrants

In the case of Warrants relating to funds, it should be noted that the performance of the fund is affected, among other things, by fees charged indirectly or directly to the fund assets (including remuneration for the management of the fund, normal bank charges for securities accounts, selling costs etc.). Falls in the price or losses in value of the investments acquired by the fund are reflected in the price of the individual fund units. If the fund invests in illiquid assets, significant losses may arise in the event that those assets are disposed of, particularly in the event of a sale subject to time pressure; those losses will be reflected in the value of the fund units.

Already during the term of the Warrants the performance of the fund may result in a loss of value for holders of Warrants relating to funds. Even at maturity, losses in value of the fund may lead to a corresponding loss of the invested capital.

If there is a partial or total loss of the value of the fund, this may result in a partial or total loss of the invested capital for holders of Warrants relating to units of such fund.

In the case of Put, Bear or Short Warrants, the situation must be assessed differently. In the case of these Warrants, losses can only occur if the value of the fund increases.

Risk associated with the competence and potential change of the investment manager and/or the investment strategy

The performance of the fund is dependent on the performance of the investments made by the fund. The decision as to which investments to purchase is made by the investment manager of the fund in accordance with the fund's investment strategy. In practice, therefore, the performance of the fund is dependent to a significant extent on the capability of the fund's investment manager and the investment strategy adopted. A change of investment manager and/or investment strategy may result in losses or the liquidation of the relevant fund. Even in the event of positive performance by funds with the same investment strategy, the fund serving as the underlying for the Warrants may perform negatively as a result of the decisions made by the fund's investment manager, which may be reflected in the negative performance of the Warrants - except for Put, Bear or Short Warrants.

Risk in the event of dissolution or liquidation or the revocation of the approval or registration of the fund

There is also the possibility that a fund may be liquidated or wound up during the term of the Warrants, or that the authorization or registration of the fund may be revoked. In this event, the Issuer is entitled to make adjustments with respect to the Warrants, in accordance with the respective Terms and Conditions, and in particular to replace the respective fund with a different fund.

Under certain circumstances, the Issuer may also terminate the Warrants. See also the description under "2. Risks arising from the Terms and Conditions of the Securities" in subsection "2.3 Risks due to adjustments".

Special risk in connection with alternative investment funds (AIF and special AIF)

Investment funds operating in accordance with the requirements of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers (the "**Alternative Investment Funds**" or "**AIF**") may concentrate their investments in a small number of assets and may use a high degree of leverage for investment purposes. They may also invest in complex assets and in assets for which there are no well functioning and transparent markets. In the case of AIF which may only be acquired by certain investors (so-called "**Special AIF**"), the regulatory requirements are even less stringent and can be declared inapplicable for the most part. This means that there is a risk that it might not be possible to establish meaningful prices for AIF and Special AIF at which these assets can be sold at any time or at least on specific dates.

There is a risk that assets of the fund assets will have to be sold at prices not in line with the market due to the redemption of fund units. This may have an adverse effect on the performance of the underlying for the Security Holder and thus adversely affect the value of the Warrants during their term and the level of the cash amount at maturity.

In the case of Put, Bear or Short Warrants, the situation must be assessed differently. In the case of these Warrants, losses can only occur if the value of the underlying increases.

4.8 *Special risk in connection with exchange traded funds as the underlying*

In the case of Warrants relating to exchange traded fund ("**ETF**"), the market value of the Warrants during the term and the cash amount depend on the performance of the ETF. Risks relating to the ETF are therefore also risks of the Warrants.

From a legal perspective, the money invested in the ETF and the assets purchased with the same is treated as funds pursuant to §°1 (10) of the German Capital Investment Code (*Kapitalanlagegesetzbuch*) which means that the assets belonging to the fund are jointly owned by all shareholders or are held for them by the investment company on a fiduciary basis and kept separately from the other assets of the investment company.

Risks affecting the performance of ETFs and thus the market value and the level of the cash amount under the Warrants

The aim of an ETF is to replicate as accurately as possible the performance of an index, a basket or certain individual value, such as for example gold ("Gold ETF"). As a consequence the value of the ETF is depending in particular on the price development of the individual index or basket components or the other individual values. It cannot be excluded that divergences between the price development of the ETF and that of the index, basket or the other individual value might occur (so called "tracking error").

As a rule, in contrast to other funds, ETFs are not actively managed by the investment company issuing the ETF. This means, that the decision concerning the purchase of assets is already predetermined by the index, basket or the individual values, whose performance the ETF seeks to replicate. As a consequence, there is an unlimited downside risk in relation to the ETF in the event of a loss in value of the underlying index, basket or individual value.

In addition, the price of the ETF also depends on fees which might be charged for managing the ETF.

The aforementioned risks may - except in the case of Put, Bear or Short Warrants - have a negative impact on the value and the level of the cash amount of the Warrants.

4.9 *Risk in connection with futures contracts as the underlying*

In the case of Warrants relating to futures contracts, the market value of the Warrants during the term and the cash amount depend on the performance of the futures contract. Risks relating to the futures contract are therefore also risks of the Warrants.

Futures contracts are standardized forward transactions relating to financial instruments (such as shares, dividends, indices, interest rates or currencies), known as financial futures, or to commodities (such as precious metals, wheat or sugar), known as commodity futures (all reference objects are hereinafter referred to as "**Futures Reference Value**").

A futures contract represents a contractual obligation to buy or sell a certain quantity of the respective subject of the contract at a predetermined date and at an agreed price. Futures contracts are traded on futures exchanges and are standardized for this purpose with respect to the contract size, the nature and quality of the subject of the contract and, if applicable, the place and date of delivery.

Depending on the Futures Reference Value underlying the futures contract, the risk factors of this Futures Reference Value underlying the futures contract must also be taken into account. For example, if the Futures Reference Value underlying the futures contract is a commodity, the risk factors mentioned for the commodities must also be taken into account.

Risks affecting the performance of futures contracts and thus the market value and the level of the cash amount under the Warrants

In general, there is a close correlation between the development of the price of a Futures Reference Value on the cash market and on the corresponding futures market. However, futures contracts with the same Futures Reference Value are traded in principle at a premium or discount to the cash price for the underlying. This difference between the cash price and the futures price, referred to in futures exchange terminology as the "basis", is the result firstly of the inclusion of costs normally incurred in cash transactions (storage, delivery, insurance etc.) and of income normally associated with cash transactions (interest, dividends etc.), and secondly of the different valuation of general market factors by the cash market and by the futures market. Moreover, the liquidity of the cash market and the corresponding futures market may be significantly different, depending on the Futures Reference Value.

In addition to the price or value of the Futures Reference Value, the liquidity of the futures contract and the Futures Reference Value underlying the futures contract, speculation, changes in the market interest rate and also macroeconomic or political influences affect the prices of futures contracts. The price of the futures contract that is used as the underlying can therefore rise or fall even if the price or value of the relevant Futures Reference Value remains stable.

During the Warrants' term, however, the market value of the Warrants may also diverge from the performance of the futures contract since, in addition to the price of the futures contract other factors, for example, the volatility may affect the performance of the Warrants.

The realization of these risks may result in holders of Warrants relating to such futures contracts losing parts or all of the capital invested.

In the case of Put, Bear or Short Warrants, the situation must be assessed differently. In the case of these Warrants, losses can only occur if the value of the futures contracts increases.

Special risks in connection with a rollover for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)

Since futures contracts each have a specific expiry date, the Issuer may, in the case Open End/Unlimited Warrants or if a specific valuation date of the Warrants is after the expiry date of the futures contract, replace the underlying, at a time specified in the Final Terms, with a futures contract that, apart from having a longer maturity, has the same contract specifications as the futures contract initially serving as the underlying ("**Rollover**").

For this purpose, on a rollover date defined in the Terms and Conditions, the Issuer will unwind the positions it has entered into by means of the relevant hedging transactions relating to the existing futures contract whose expiry date is coming up, and establish corresponding positions relating to a futures contract with identical features, but a longer maturity.

Once a Rollover has been completed, the features of the Warrants (e.g. strike, knock-out barrier) are adjusted in accordance with a schedule defined in more detail in the Terms and Conditions.

In the case of Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8) a knock-out event may also occur in connection with a rollover with the consequence that Security Holders lose their entitlement to a certain - depending on the product type differently designated - cash amount (e.g. a bonus amount or a maximum amount). Depending on the product type, a barrier event refers to either (i) the reaching or exceeding of a barrier or (ii) the reaching of or falling below a barrier by a certain price of the underlying during the barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) comprise several observation periods shorter than the term of the Securities, (3) correspond to only one period within certain observation hours on a certain observation date, or (4) relate to one or more observation tines.

If a barrier event has occurred, investors, with respect to the performance of the Warrants, are essentially exposed to the risks of a direct investment in the underlying, which can also result in a total loss.

5. Special material risks which apply to all or several underlyings

In this category, potential investors will find a description of the risks that arise in connection with all or several types of underlyings.

5.1 *Risk upon termination of hedging transactions of the Issuer*

Hedging transactions of the Issuer may have a significant effect on the price performance of the underlying and may thus adversely affect the level of the cash amount.

In order to hedge its obligations arising from the Warrants, the Issuer may enter into transactions on an ongoing basis in the underlying, in derivatives relating to the underlying or other underlyings or in derivatives whose development is closely correlated in the same direction to the price of the underlying or its volatility or which affect the price of the underlying. The same applies with respect to significant factors affecting the price where there is a Quanto hedging element.

In particular, if one of the factors affecting value changes, the Issuer will make appropriate adjustments to its counterpositions. The Issuer also adjusts its hedging positions in particular if it sells more Warrants (increasing its net position in that type of security so that he will enter into further hedging transactions) or repurchases Warrants (reducing its net position in that type of security so that he will unwind hedging transactions). Upon exercise of the Warrants during their term, but especially shortly before or at the time of the expiry of the Warrants, the Issuer will also unwind the hedging transactions entered into. In particular, the exercise of the Warrants close to expiry can lead to the whole hedging position being unwound in a short period of time.

In principle, such hedging transactions are suitable for enhancing developments in the price of the underlying or its volatility, i.e. to use additional hedging positions to generate further increases in prices that are already rising or further declines in prices that are already falling. To the extent that such price movements in the underlying are reinforced, this also has a corresponding effect on the price of the Warrant and the outcome of exercising the option right.

Upon exercise of option rights and depending on the number of Warrants to be exercised, the prevailing market conditions and liquidity in the respective underlying, it cannot be ruled out that as a result of the unwinding of the hedging position there may be a negative effect on the reference price of the underlying on exercise or on the valuation date and therefore also on the nature and level of the cash amount.

Example: The Issuer sells a Call Warrant whose cash amount depends on the price of a certain share. The Issuer hedges its future payment obligations under the Warrant by purchasing the relevant share (hedging transaction). Before maturity, the Issuer sells the shares on the stock exchange (unwinding of the hedging transaction). The sale takes place on the valuation date of the Warrants. If many shares are sold because many Warrants become due, the sale can have a negative impact on the price of the share on the stock exchange. However, the cash amount of the Warrants depends on the price of the share on the stock exchange on the valuation date. Therefore, the unwinding of the hedging transaction may have a negative effect on the cash amount of the Warrants.

5.2 *Special risk upon the unwinding of hedging transactions for Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8)*

In the case of Warrants with barriers, the possibility cannot be excluded that the Issuer's activities in setting up or unwinding hedging positions may reinforce movements in the price of the underlying for the Warrants to such an extent that a knock-out event is triggered and the option rights expire worthless prematurely.

In the case of Warrants with barriers, i.e. Turbo Warrants (Product No. 2), Open End Turbo / BEST Turbo Warrants (Product No. 3), Mini Future / Unlimited Turbo Warrants (Product No. 4) and Barrier Warrants (Product No. 8), the possibility cannot be excluded that the Issuer's activities in setting up or unwinding hedging positions may reinforce movements in the price of the underlying for the Warrants to such an extent that a knock-out event is triggered and the option rights expire worthless prematurely as a result. A knock-out event refers to either (i) the reaching or exceeding of a barrier or (ii) the reaching of or falling below a barrier by a certain price of the underlying during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. The closer the price of the underlying approaches to a knock-out barrier and the higher the volatility of the underlying, the greater the risk of a knock-out event occurring due to these factors.

If a barrier event has occurred, investors, with respect to the performance of the Warrants, are essentially exposed to the risks of a direct investment in the underlying, which can also result in a total loss.

5.3 *Risk in connection with the regulation and reform of reference values ("Benchmarks")*

The Benchmark Regulation could have a significant impact on Securities linked to a benchmark, interest rate or benchmark index

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rate, equity, commodity, foreign exchange rate and other types of indices which are deemed to be so called "**Benchmarks**" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Warrants relating to such a Benchmark.

Key international proposals for reform of Benchmarks include the principles of the International Organization of Securities Commissions ("**IOSCO**") as of July 2013 (*IOSCO's Principles for Financial Market Benchmarks*) and the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**").

On 28 April 2016, the European Parliament adopted the final compromise text of the Benchmark Regulation. The Benchmark Regulation was published in the Official Journal of the European Union on 29 June 2016 and entered into force on 30 June 2016. The essential provisions of the Benchmark Regulation become effective as of 1 January 2018.

The Benchmark Regulation will apply to "contributors", "administrators" and "users" of Benchmarks in the EU, and will, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to have satisfied certain "equivalence" conditions in its local jurisdiction, to be "recognised" by the authorities of a Member State pending an equivalence decision or to be "endorsed" for such purpose by an EU competent authority) and to comply with requirements in relation to the administration of Benchmarks and (ii) ban the use of Benchmarks of unauthorised administrators. The scope of the Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices such as LIBOR and EURIBOR, will also apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in certain financial instruments (securities or derivatives listed on an EU regulated market, EU multilateral trading facility ("**MTF**"), EU organised trading facility ("**OTF**") or "systematic internaliser"), certain financial contracts and investment funds. Different types of Benchmark are subject to more or less stringent requirements, and in particular a lighter touch regime may apply where a Benchmark is not based on interest rates or commodities and the value of financial instruments, financial contracts or investment funds referring to a benchmark is less than EUR 50 billion, subject to further conditions, and consequently considered to be so-called "non-significant benchmarks".

The Benchmark Regulation could have a material impact on Warrants linked to a Benchmark rate or benchmark index, including in any of the following circumstances:

- a rate or index which is a Benchmark could not be used or could only be used for a limited transitional period which may be permitted by the competent authority as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the "equivalence" conditions, is not "recognised" pending such a decision and is not "endorsed" for such purpose. In such event, depending on the particular Benchmark and the applicable terms of the securities, the securities could be delisted, adjusted, redeemed prior to maturity or otherwise impacted; and
- the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the securities, including calculation agent determination of the rate or level in its discretion.

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of Benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. The disappearance of a Benchmark or changes in the manner of administration of a Benchmark could result in adjustment to the Terms and Conditions, early redemption, discretionary valuation by the calculation agent, delisting or other consequence in relation to Warrants relating to such Benchmark. Any such consequence could have a material adverse effect on the value of and return on any such Warrants.

III. INFORMATION CONCERNING THE SECURITIES

1. General information about the Warrants

1.1 Type and class of the Securities and ISIN

The Securities are issued as bonds within the meaning of § 793 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**"). As such the Securities do neither fall within the scope of the deposit guarantee fund nor are they secured or guaranteed by a state institution.

Warrants are derivative financial instruments which may include an option right and which, therefore may have many characteristics in common with options. One of the significant features of Warrants is the leverage effect: A change in the price of the underlying may result in a disproportionate change in the price of the Warrant. The leverage effect of the Warrant operates in both directions – not only to the investor's advantage in the event of a favorable performance of the factors determining the value, but also to the investor's disadvantage in the event of their unfavorable performance. The payment due under a Warrant on exercise or early termination depends on the value of the underlying at the relevant time.

The factors affecting the prices of the Warrants and the most important aspects of them have already been presented under "II. RISK FACTORS" under "B. Risk factors associated with the Warrants" to which reference is hereby made.

The Warrants are being offered for purchase in the currency specified in No. 2 (3) of the Issue Specific Conditions in the Final Terms called "**settlement currency**" for the relevant Security, subject to confirmation. Any on-market or off-market trading in the Securities will also take place in the above-mentioned currency. The settlement currency is in each case the currency of the issue.

The ISIN (International Securities Identification Number) of the Warrants is specified in Table 1 of the annex to the Issue Specific Conditions (see page 195 of this Base Prospectus) in the Final Terms to this Base Prospectus.

1.2 Form of the Securities, transferability and depository agents

In case Clearstream Banking Aktiengesellschaft is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

In case the Warrants are not issued in registered or dematerialized form each series of Warrants issued by the Issuer shall be represented by a global bearer certificate (referred to in the following as "**Global Bearer Certificate**"), which shall be deposited with a depository agent (referred to in the following as "**Depository Agent**"). Definitive Warrants will not be issued during the entire term. Security Holders shall have no right to the delivery of definitive securities.

The Warrants shall be transferred as co-ownership interests in the respective Global Bearer Certificate in accordance with the regulations of the Depository Agent and, outside the Clearing Territory of the Depository Agent, of the additional depository agents in accordance with No. 2 (3) of the Issue Specific Conditions or, in the case of No. 6 (6) of the General Conditions, of other foreign depository agents or custodians.

In case Euroclear Nederland is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

Title to the Warrants will pass by transfer between accountholders at the Depository Agent affected in accordance with the legislation, rules and regulations applicable to and/or issued by the Depository Agent that are in force and effect from time to time.

In case Euroclear Nederland is specified as Depository Agent the Warrants will be issued in registered form and registered in the book-entry system of the Euroclear Nederland in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.

In case Euroclear France S.A. is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

Title to the Warrants shall pass upon, and transfer of such Warrants may only be affected through, registration of the transfer in the accounts of the Account Holders in accordance with the French Monetary and Financial Code (Code monétaire et financier). Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Warrant shall be deemed to be and may be treated as its owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, and no person shall be liable for so treating the holder.

In case Euroclear France S.A. is specified as Depository Agent the Warrants will be in dematerialized bearer form (au porteur) inscribed in the books of Euroclear France S.A. which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.

In case Interbolsa is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants will be freely transferable by way of book entries in the accounts of authorized financial intermediaries entitled to hold securities control accounts with Interbolsa on behalf of their customers ("**Affiliate Members of Interbolsa**", which includes any custodian banks appointed by Euroclear Bank SA/NV and Clearstream Banking, société anonyme for the purpose of holding accounts on behalf of Euroclear Bank SA/NV and Clearstream Banking, société anonyme) and each Warrant having the same ISIN shall have the same denomination or unit size (as applicable) and, if admitted to trading on the Euronext Lisbon regulated market ("**Euronext Lisbon**"), such Warrants shall be transferrable in lots at least equal to such denomination or unit multiples thereof.

In case Interbolsa is specified as Depository Agent the Warrants will be issued in dematerialized form (*forma escritural*), represented by book entries (*registros em conta*) and centralised through the Central de Valores Mobiliários ("CVM") managed by Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. ("Interbolsa") in accordance with Portuguese law. No global certificate and no definitive securities will be issued in respect of the Warrants.

In case Euroclear Finland Ltd. is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The registration of transfers of the Warrants in the book-entry securities system maintained by Euroclear Finland Ltd. will be made through an authorized account operator. All registration measures relating to the Warrants will be made in accordance with applicable laws and the rules, regulations and operating procedures applicable to and/or issued by Euroclear Finland Ltd. A Security Holder is deemed to be a person who is registered in a book-entry account managed by the account operator as holder of a Warrant. Where Warrants are held through an authorized custodial nominee account holder, such nominee account holder shall be deemed to be a Security Holder. The Issuer is entitled to receive from Euroclear Finland Ltd. a transcript of the register for the Warrants.

In case Euroclear Finland Ltd. is specified as Depository Agent the Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global certificate and no definitive securities will be issued in respect of the Warrants.

In case Euroclear Sweden AB is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants will be in dematerialised form and will only be evidenced by book entries in the system of Euroclear Sweden AB for registration of securities and settlement of securities transactions. The Warrants are negotiable instruments and not subject to any restrictions on free negotiability under Swedish law. The will be governed by, and construed in accordance with, Swedish law. The Issuer shall have the right to obtain extracts from the debt register of Euroclear Sweden.

In case Euroclear Sweden AB is specified as Depository Agent the Warrants will be issued in registered form and registered in the book-entry system of Euroclear Sweden AB in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). No global certificate and no definitive securities will be issued in respect of the Warrants.

In any case, the selling restrictions set out in Section "*IX. SELLING RESTRICTIONS*" must be observed when the Warrants are purchased, transferred or exercised.

The Depository Agent, the additional depository agents and the form of the Warrants are specified in No. 2 (3) of the Issue Specific Conditions in the Final Terms of the relevant Security.

If not determined otherwise in the Final Terms, Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, will act as Depository Agent.

1.3 Applicable law, classification and ranking of the Securities

The provisions setting forth the applicable law are contained in No. 7 of the General Conditions.

In case Clearstream Banking Aktiengesellschaft is specified as Depository Agent and the Warrants are represented by a global bearer certificate the form and content of the Warrants, as well as all rights and obligations arising from the matters regulated in the Conditions, shall be governed in every respect by the laws of the Federal Republic of Germany.

In case Euroclear Nederland is specified as Depository Agent and the Warrants are issued in registered form the Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Dutch law.

In case Euroclear France S.A. is specified as Depository Agent and the Warrants are issued in dematerialized form the Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by French law.

In case Interbolsa is specified as Depository Agent and the Warrants are issued in dematerialized form the Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Portuguese law.

In case Euroclear Finland Ltd. is specified as Depository Agent and the Warrants are issued in dematerialized form the Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Finnish law.

In case Euroclear Sweden AB is specified as Depository Agent and the Warrants are issued in registered form the Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Swedish law.

The Depository Agent, the additional depository agents and the form of the Warrants are specified in No. 2 (3) of the Issue Specific Conditions in the Final Terms of the relevant security.

The Warrants create direct, unsecured and unsubordinated obligations of the Issuer that rank *pari passu* in relation to one another and in relation to all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of obligations that have priority due to mandatory statutory provisions.

1.4 Redemption procedures for the Securities

The Securities will be redeemed, subject to the existence of market disruption (see "9. Information about the underlying" in this section of the Base Prospectus under subsection "9.4 Market disruption in relation to the underlying"), on the relevant maturity date specified in No. 2 (3) of the Issue Specific Conditions in the Final Terms. Redemption shall be affected by payment of the cash amount.

The payment of the cash amount to the Security Holders shall be made via the clearing system on the relevant maturity date.

All taxes or levies, if any, incurred in connection with the payment of the cash amount shall be borne by the Security Holder. The Issuer shall be released from its obligations by payment to the depository agent of the cash amount or by any other amount payable to the depository agent under the Terms and Conditions.

1.5 Paying agents and calculation agents

If not determined otherwise in the Final Terms, Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, will act as paying agent.

If not determined otherwise in the Final Terms, Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, will act as calculation agent.

1.6 Description of the rights

A description of the Security Holders’ rights under each type of Warrant can be found in section "IV. DESCRIPTION OF THE MECHANISM OF THE SECURITIES" of this Base Prospectus.

The terms of the respective option right are contained in No. 1 and No. 2 of the Issue Specific Conditions in the Final Terms for the relevant security.

In addition, it should be noted that in the event of so-called adjustment events, the Issuer is entitled to adjust the Terms and Conditions and thus the rights of the Security Holders arising from the Securities. The adjustment must be made in such a way that the economic situation of the Security Holders under the securities remains as unchanged as possible. Adjustment events depend on the type of underlying. The adjustment events and the consequences of adjustments will be specified in the respective No. 6 of the Issue Specific Conditions in the Final Terms.

In addition, the Issuer is entitled, in the event of so-called termination events, to terminate the securities extraordinarily and repay them at the termination amount. The termination events are set out in No. 2 of the General Conditions. Such extraordinary termination rights may be exercised in the following cases, for example: Changes in the relevant underlying of the securities occur which make it impossible in the view of the Issuer to adjust the Terms and Conditions of the securities in an economically meaningful manner.

In the event of an extraordinary termination, the Security Holders lose their rights under the securities in full except for their claim to payment of the termination amount. There is even a risk that the redemption amount paid out will be zero (0). In this case, the Security Holders incur a total loss of the amount spent in connection with the purchase of the securities (purchase price including transaction costs incurred). Example: The company whose shares represent the underlying of the respective security becomes insolvent. The share therefore becomes worthless. In this case, an adjustment of the Terms and Conditions is out of the question. The Issuer will terminate the security extraordinarily. The Security Holders suffer a total loss.

1.7 Procedure for the exercise

For all types of Warrants, the exercise of the Warrants is governed by No. 3 of the Issue Specific Conditions in the Final Terms.

1.8 Issue date, exercise date, valuation date

The issue date (referred to as the "**Issue Date**" in the Base Prospectus and the Final Terms) will be determined in the respective Final Terms.

The day on which the exercise of the Warrants becomes effective ("**Exercise Date**") is governed by No. 2 (3) of the Issue Specific Conditions in conjunction with Table 1 of the annex to the Issue Specific Conditions as completed by the respective Final Terms.

In the case of Warrants with a limited term, the valuation date of the Warrants is specified in Table 1 of the annex to the Issue Specific Conditions in the Final Terms to this Base Prospectus and No. 2 of the Issue Specific Conditions as completed by the respective Final Terms.

In the case of Turbo Warrants (Product No. 2) and Barrier Warrants (Product No. 8) for which the Final Terms stipulate that American type of exercise is applicable, the respective exercise date is considered the valuation date with regard to the Security Holder who has effectively exercised the Warrants.

In the case of Open End Turbo / BEST Turbo Warrants (Product No. 3) and Mini Future / Unlimited Turbo Warrants (Product No. 4), the respective exercise date on which the Warrants were effectively exercised is considered the valuation date with regard to the Security Holder who effectively exercised the Warrants. If the Security Holder does not exercise the Warrants, the termination date is the valuation date in the event of termination by the Issuer.

1.9 Cash amount, reference price on exercise, reference rate for currency conversion

Details of the cash amount that may be payable on the exercise of the Warrants and the applicable reference price on exercise and reference rate for currency conversion (unless the intrinsic value is already expressed in the currency of the cash amount) are contained in No. 2 of the Issue Specific Conditions as completed by the respective Final Terms.

For Mini Future / Unlimited Turbo Warrants (Product No. 4), the stop-loss cash amount, if any, to be paid upon the occurrence of a knock-out event and the applicable calculation of the stop-loss intrinsic value, the stop-loss exchange rate (unless the intrinsic value is already expressed in the currency of the cash amount) and the stop-loss payment date are contained in No. 2a of the Issue Specific Conditions as completed by the respective Final Terms.

1.10 Regular income from the securities

The Warrants do not represent an entitlement to regular income such as interest or dividend payments.

Rather, the Warrants represent only an exercise right that investors may only exercise with effect as of the valuation date (European type of exercise) or anytime (American type of exercise). Please refer also to the information provided above under "1.7 Procedure for the exercise ".

Alternatively, the investor may sell the Warrants, but this is not governed by the Terms and Conditions; in particular, the Issuer has no obligation to the investor arising from the Warrants to repurchase the Warrants. Please refer also, particularly with regard to the method of calculation of the prices of the Warrants, to the disclosure in subsection "The secondary market for the Warrants may be limited or the Warrants may have no liquidity which may adversely impact the value of the Warrants or the ability of the investor to dispose of them." under "3.2 Liquidity risks" in Section "II. RISK FACTORS" under "B. Risk factors associated with Warrants".

2. Conditions and preconditions for the offer of the Securities

2.1 Offeror and offer method

In the case that the Issuer is not the offeror of the Warrants the offeror will be specified in the Final Terms.

The Final Terms provide information on the details of offer method.

In particular, the Final Terms shall contain information regarding the start of the offer of the Warrants, any subscription period and a description of the subscription procedure, the manner for refunding the amount paid by applicants, the minimum subscription amount, the maximum subscription amount, the issue date and the total amount of the offer (number of securities). Unless otherwise specified in the Final Terms, allocations shall be made up to the total issue size. There is no specific procedure for publication of the allocated amount as the Warrants will be offered on a continuous basis.

The Warrants will be offered over-the-counter on a continuous basis in one or several series that may have different features and/or the Warrants will be offered during a subscription period in one or several series that may have different features at a fixed price plus an issuing premium. The Issuer may expressly reserve the right to close the subscription period early and to scale subscriptions received or to make partial allocations or non-allocations. The subscriber will not receive a separate notification of their allocation other than the record in their securities account. When the respective subscription period has ended, the Warrants will be sold over-the-counter.

The Warrants can usually be purchased on an exchange or off-market. The off-market trading can be carried out with a financial intermediary.

Information on any entities that have undertaken to take over an issue and the date of the takeover agreement and the name and address of financial intermediaries (the co-ordinator(s) of the global offer and of single parts of the offer), as well as of the placers in the various countries where the offer takes place may be disclosed under "Additional information" in the applicable Final Terms.

The Warrants will be offered initially either at the start of over-the-counter selling or at the beginning of the subscription period.

2.2 Issue price, price calculation and costs and taxes on purchase

a) Issue price and price calculation

The initial issue price is specified in the relevant Final Terms.

Both the initial issue price and the bid and ask prices quoted by the Issuer during the term of the Warrants are calculated – contrary to most of the other securities, e.g. shares, where the market price is in general derived from supply and demand - using theoretical pricing models. In this context, the bid and ask prices are determined on the basis, among other factors, of the mathematical value of the Warrants (so called *fair value*), the costs of hedging and accepting risk and the expected return. The spread between the bid and ask prices is also impacted, among other things, by the liquidity of the hedging instruments used to hedge against risk.

The Issue Price as well as the ask price in the secondary market for a Warrant may include issuing premiums, sales commissions, a margin or other charges.

Sales commissions may be imposed by the Issuer and be passed on by the Issuer (in whole or in part) to third parties (distributors or investment advisers). Alternatively, the Issuer may grant a distributor or investment adviser a discount on the issue price or on the secondary market price.

Information to the risks associated with the pricing are provided under "3.3 Risks in connection with the determination of the prices of the Securities in the secondary market / pricing risks" under "The Issuer determines the bid and ask prices for the Warrants using internal pricing models as a so-called market maker, taking into account the factors that determine the market price. Security Holders may not be able to sell their Warrant in the market at a reasonable price." and under "3.7 Risks in connection with conflicts of interest", both in Section "II. RISK FACTORS" under "B. Risk factors associated with Warrants" under "3. Risks related to the investment in, the holding and selling of the Securities".

b) Costs and taxes on purchase

Details of the nature and amount of specific costs or taxes and payments of sales commissions in connection with the purchase of the Warrants are set out, where applicable, in the relevant Final Terms.

2.3 Delivery of the Securities

Delivery of the Warrants will be made by the Issuer via the clearing system after the issue date or – if there is a subscription period – after the expiry of the subscription period on the initial value date specified in the relevant Final Terms. In the case of a sale of the Warrants after the initial value date, delivery will be made via the clearing systems in accordance with the applicable local market practices.

3. Listing and trading

An application may be made for the Warrants to be admitted to trading on one or more stock exchanges or multilateral trading systems or markets, including the Frankfurt stock exchange and/or the Stuttgart stock exchange. Warrants that are not admitted to trading or listed on any market may also be issued.

The relevant Final Terms specify whether the respective Warrants have been admitted to trading or listed and, where relevant, specify the relevant stock exchanges and/or multilateral trading systems and/or markets. The Final Terms also contain information about any public offer that may be associated with the issue of the Warrants.

In the event that the Warrants are admitted to trading and/or listed, the relevant Final Terms will specify the date planned for the listing.

4. Resolution forming the basis for new issues

The preparation of the Base Prospectus as well as the issue of Warrants thereunder have been authorized in the proper manner by the relevant bodies of Citigroup Global Markets Europe AG, Frankfurt am Main. The preparation of the Base Prospectus of Citigroup Global Markets Europe AG, Frankfurt am Main forms part of the ordinary course of business, so that no separate resolution of the Executive Board is required.

All necessary consents or authorizations in connection with the issue of and fulfillment of obligations associated with the Warrants will be issued by Citigroup Global Markets Europe AG, Frankfurt am Main.

5. Reasons for the offer and use of proceeds

The use of the proceeds serves solely the purpose of making profits and/or hedging certain risks of the Issuer.

The net proceeds from the issuance of Warrants presented in this Base Prospectus will be used by the Issuer for its general business purposes.

For the avoidance of doubt: Even if the cash amount and the performance of the Warrants are calculated by referencing to a price of the underlying defined in the Terms and Conditions the Issuer is not obliged to invest the proceeds from the issuance into the underlying or components of the underlying at any time. The Security Holders do not have any property rights or shares in the underlying or its components.

Also, the Issuer is not obliged to enter into any hedging transactions in order to eliminate risk resulting from the issuance of individual Warrants (micro-hedges).

The Issuer is free to use of the proceeds of the issuance of the Warrants.

6. Interests of natural and legal persons involved in the issue

Natural and legal persons appointed by the Issuer may be involved in the issue and the offer of the Warrants, e.g. as advisers, sales partners or market-makers, who may be pursuing their own interests which are opposed to the interests of the investors.

If the Issuer allows sales commissions in respect of the Warrants, conflicts of interest to the disadvantage of the investor may arise from the payment of sales commissions to distributors, such that distributors may recommend Warrants yielding a higher fee because of the sales commission incentive. Investors should therefore always seek advice from their bank, financial advisor or other parties about the existence of possible conflicts of interest before purchasing Warrants.

This Base Prospectus contains a description of the potential conflicts of interest known to the Issuer at the date of the Base Prospectus under "3.7 Risks in connection with conflicts of interest" in Section "II. RISK FACTORS" under "B. Risk factors associated with Warrants" under "3. Risks related to the investment in, the holding and selling of the Securities". The Final Terms may also include a description of additional interests of third parties - including conflicts of interest - that are of material significance for the issue/offer.

7. Dependence of any income from the Warrants on their tax treatment

Warning: Interested investors should note that the tax legislation of the investor's member state and the tax legislation in the Federal Republic of Germany, i.e. the Issuer’s country of incorporation may have an impact on the income received from the Warrants.

Interested investors are strongly advised to seek advice from their tax advisor on taxation in individual cases.

8. General considerations relating to the investment in, holding and selling of the Securities

Any transaction costs may have a negative effect on the amount of the gain or loss.

Cost charged by the custodian bank in connection with the purchase, sale or at redemption of the Warrants reduce potential gains. Transaction costs may also increase potential losses. The same is true for costs which are incurred by investors in connection with the purchase or sale of the Warrants on an exchange. Transaction and post-acquisition costs can only be compensated by an increased performance of the Warrants. Transaction and post-acquisition costs have a depreciated effect on the return on the investment in the Warrants, especially if the order value is low.

A credit financing of the acquisition of Warrants significantly increases the risk of loss to investors.

An increased risk arises if investors finance the purchase of Warrants with loans. In this event, if the market performs contrary to the investor's expectations, the investor will not only have to absorb any realized loss, but will also have to pay interest on the loan and repay the principal. Investors should therefore never assume that they will be able to meet the interest and principal payments on the loan out of profits earned on Warrants. Rather, they should carefully review their financial situation before purchasing the Warrants and taking out the loan to ensure that they would still be able to finance the interest payments and, should the case arise, repayment of principal at short notice in case that losses are incurred instead of the expected profits.

Investors may not be able to hedge against risks arising from the Warrants.

Investors should not assume that they will be able to enter into transactions excluding or limiting the risks arising from the Warrants at all times during their term. It may not be possible to execute such transactions, or such transactions might be capable of execution, but only at a loss for the investor.

Investors who would like to hedge against market risks associated with an investment in the underlying by buying the Warrants offered should be aware that the price of the Warrants may not move in parallel with the performance of the respective price of the underlying.

Potential purchasers of Warrants who would like to hedge against market risks associated with an investment in the underlying by buying the Warrants offered, should be aware of the associated difficulties which may include, among other things, the fact that the price of the Warrants may not move in parallel with the performance of the respective price of the underlying.

The price of the underlying must be estimated in some circumstances if the Warrants are traded at times when there is no trading on the home market of the underlying.

The price of the underlying must be estimated if the related Warrants are traded at times when there is no trading on the home market of the underlying. Therefore, the prices of the Warrants set by the Issuer prior to the resumption of trading in the underlying on its home market may prove to be too high or too low with the consequence that investors will pay or receive a price for the Warrants upon purchase or sale which may not be reasonable.

To avoid this risk, investors should ensure that their buying and selling orders are only carried out at times when the underlying for their Warrants is being traded on its home market.

9. Information about the underlying

9.1 General description of the underlying

In the present case, the underlying may be a share or a security representing shares, an index, an exchange rate, a commodity, a fund, an exchange traded fund ("ETF") or a futures contract.

A description of the respective underlying and an indication where information about the past and future performance of the underlying and its volatility can be obtained can be found in the Final Terms of the respective Warrant.

Furthermore and as the case may be, Table 2 of the annex to the Issue Specific Conditions (see page 196 of this Base Prospectus) in the Final Terms contains information about the name of the issuer or the company or sponsor of the underlying, the international securities identification number (ISIN) or such other security identification code, the name of the index in case of an index as underlying, or equivalent information in relation to the relevant underlying.

9.2 Indices as underlying provided by a legal or natural person acting in conjunction with or on behalf of the Issuer

Where the applicable Final Terms specify the Underlying and/or a basket constituent to be an index and if such index is provided by a legal entity or a natural person acting in association with, or on behalf of the Issuer the Issuer makes the following statements:

- the complete set of rules of the index and information on the performance of the index are freely accessible on the Issuer's or the Index Calculator's or the Index Sponsor's website; and
- the governing rules of the index (including methodology of the index for the selection and the rebalancing of the components of the index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.

9.3 Underlying assets which are a benchmark within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016

If the Underlying specified in the Final Terms is a Benchmark in the meaning of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 ("**Benchmark Regulation**") the Issuer is subject to certain requirements regarding the use of the respective Benchmark Index and corresponding disclosure obligation in relation to this Base Prospectus, *inter alia*, regarding the specification whether a benchmark administrator of the Underlying (the "**Administrator**") is registered in accordance with the Benchmark Regulation. During a transitional period (not ending before 1 January 2020) in which a registration of the respective Administrators has to be made, it can be assumed, however, that the relevant Benchmarks can continue to be used without registration of the respective Administrator. In addition, the Issuer will probably have no or limited information on certain circumstances during this period, e.g. concerning the status of registration of the Administrator. Where available at the time of the issuance of a Warrant, the Final Terms shall specify the name of the Administrator of the Benchmark and indicate whether it is included in the Register of Administrators and Benchmarks prepared and administered by the European Securities and Markets Authority in accordance with Article 36 of the Benchmark Regulation. The status of an Administrator's registration generally is public information. The Issuer does not intend to update the Final Terms due to any changes in the status of an Administrator's registration, unless required by applicable law.

The Issuer has prepared a plan in which it has formulated measures in the event that a benchmark materially changes or ceases to be provided. In the contractual relationship with its clients the Issuer is guided by this plan. If comparable benchmarks can be used, this may result in a replacement of the benchmark. Investors can inspect the plan at the Issuer's office during normal business hours.

9.4 Market disruption in relation to the underlying

A disruption of the market (the "**Market Disruption**") may affect the underlying. As a result, the market disruption may affect the determination of the amount to be paid (cash amount). Market disruptions depend on the type of underlying. For example, a market disruption occurs if the price of the underlying is not determined on the valuation date. A market disruption may result in the determination of a substitution price for the underlying affected by the market disruption.

For all types of Warrants, market disruptions and their consequences depending on the underlying are specified in the relevant No. 7 of the issue specific conditions in the Final Terms.

9.5 Adjustments to the Terms and Conditions of Securities due to events affecting the underlying

Certain events may have a material effect on the determination of the prices of the underlying as defined in the Terms and Conditions.

An adjustment event includes the following events:

- capital increase for capital contributions,
- the permanent delisting of the underlying,
- the discontinuation of the calculation or publication of an index, or
- other events that render the determination of the reference prices impossible. These include events that result in the underlying no longer being regularly determined and published.

Adjustment events depend on the type of underlying. The adjustment events and the consequences of adjustments are specified in the relevant No. 6 of the issue specific conditions in the Final Terms.

9.6 Publication of additional information after issuance

Die Endgültigen Bedingungen enthalten Informationen darüber, ob und gegebenenfalls in welcher Weise der Emittent weitere Angaben nach erfolgter Emission veröffentlicht.

IV. DESCRIPTION OF THE MECHANISM OF THE SECURITIES

The following description of the mechanism of the Warrants contains a description of the structure of the Warrants, which is regulated in a binding manner in the Terms and Conditions. The Terms and Conditions contain in particular definitions of the terms used in the description of the Warrants. With regard to the Security Holders' option rights, it should be noted that the Terms and Conditions alone are decisive.

Product No. 1: Description of classic (plain vanilla) Call or Put Warrants

General Description of classic (plain vanilla) Call or Put Warrants

This section describes how the value of Call Warrants or Put Warrants (hereinafter the "**Call Warrants**" or "**Put Warrants**", together the "**Warrants**") is affected by the value of the underlying.

In the case of Call Warrants, a loss in value of the underlying generally results in a decline in the value of the Call Warrants as well. For Put Warrants, on the other hand, an increase in the value of the underlying generally leads to a decline in the value of the Put Warrants.

The price of Warrants is calculated on the basis of two components of price (intrinsic value and time value). The intrinsic value of Warrants during their term is equal to the difference (if positive), multiplied by the multiplier, between the value of the underlying and the strike (Call Warrants) or between the strike and the value of the underlying (Put Warrants). The amount of the time value, on the other hand, is essentially determined on the basis of the remaining term of the Warrant and the expected frequency and intensity of fluctuations in the price of the underlying expected by the Issuer during the remaining term of the Warrant (implied volatility). To the extent that the remaining term of a Warrant decreases, the probability of positive price movements in the underlying also decreases, with the result that the value of the Warrant falls, assuming that the factors affecting value remain otherwise unchanged. Provided that all other factors remain unchanged, the time value declines, slowly at first and then at an ever increasing rate, as the remaining term of the Warrant becomes shorter. The loss of time value accelerates towards the end of the term of the Warrants, since the likelihood of the intrinsic value on exercise or expiry being positive decreases rapidly as the remaining term becomes ever shorter. At the end of the term the time value is by definition zero, since the cash amount paid on exercise or expiry is equal to the intrinsic value of the Warrants.

Description of Call Warrants with European type of exercise

Call Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Call Warrant may expire worthless if the reference price of the underlying reaches or falls below the strike.

On the maturity date, the cash amount received by the investors is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike (converted into the settlement currency, where applicable). If the reference price is equal to or lower than the strike, the Call Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Call Warrants with American type of exercise

Call Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Call Warrant may expire worthless if the reference price of the underlying reaches or falls below the strike.

Following effective exercise of the Warrants by an investor within the exercise period, the cash amount received by the investor on the payment date specified in the terms and conditions, generally within five (5) banking days at the registered office of the Issuer and at the location of the depository agent, is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike (converted into the settlement currency, where applicable). If the reference price is equal to or lower than the strike, the Call Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Put Warrants with European type of exercise

Put Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Put Warrant may expire worthless if the reference price of the underlying reaches or exceeds the strike.

On the maturity date, the cash amount received by the investors is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike (converted into the settlement currency, where applicable). If the reference price is equal to or higher than the strike, the Put Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Put Warrants with American type of exercise

Put Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Put Warrant may expire worthless if the reference price of the underlying reaches or exceeds the strike.

Following effective exercise of the Warrants by an investor within the exercise period, the cash amount received by the investor on the payment date specified in the terms and conditions, generally within five (5) banking days at the registered office of the Issuer and at the location of the depository agent, is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike (converted into the settlement currency, where applicable). If the reference price is equal to or higher than the strike, the Put Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Product No. 2: Description of Turbo Bull / Limited Turbo Bull or Turbo Bear / Limited Turbo Bear Warrants with knock-out

General Description of Turbo Bull / Limited Turbo Bull or Turbo Bear / Limited Turbo Bear Warrants

This section describes how the value of Turbo Bull / Limited Turbo Bull Warrants or Turbo Bear / Limited Turbo Bear Warrants (hereinafter the "**Turbo Bull / Limited Turbo Bull Warrants**" or "**Turbo Bear / Limited Turbo Bear Warrants**", together the "**Warrants**") is affected by the value of the underlying.

In the case of Turbo Bull / Limited Turbo Bull Warrants, a loss in value of the underlying generally results in a decline in the value of the Turbo Bull / Limited Turbo Bull Warrants as well. For Turbo Bear / Limited Turbo Bear Warrants, on the other hand, an increase in the value of the underlying generally leads to a decline in the value of the Turbo Bear / Limited Turbo Bear Warrants.

The price of Turbo Bull or Bear / Limited Turbo Bull or Bear Warrants is calculated on the basis of two components of price (intrinsic value and time value). The intrinsic value of these Warrants during their term is equal to the difference (if positive), multiplied by the multiplier, between the value of the underlying and the strike (Turbo Bull or Limited Turbo Bull Warrants) or between the strike and the value of the underlying (Turbo Bear or Limited Turbo Bear Warrants). The amount of the time value, on the other hand, may, as the case may be, essentially be determined on the basis of the remaining term of the Warrant and the expected frequency and intensity of fluctuations in the price of the underlying expected by the Issuer during the remaining term of the Warrant (implied volatility). In this case the probability of positive price movements in the underlying also decreases to the extent that the remaining term of a Warrant decreases, with the result that the value of the Warrant falls, assuming that the factors affecting value remain otherwise unchanged. Provided that all other factors remain unchanged, in this case the time value declines, slowly at first and then at an ever increasing rate, as the remaining term of the Warrant becomes shorter. As the case may be, the loss of time value accelerates towards the end of the term of the Warrants, since the likelihood of the intrinsic value on exercise or expiry being positive decreases rapidly as the remaining term becomes ever shorter. At the end of the term the time value, if any, is by definition zero, since the cash amount paid on exercise or expiry is equal to the intrinsic value of the Warrants.

Description of Turbo Bull / Limited Turbo Bull Warrants

Turbo Bull / Limited Turbo Bull Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Turbo Bull / Limited Turbo Bull Warrant with knock-out may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

On the maturity date, the cash amount received by the investors is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike (converted into the settlement currency, where applicable). If the reference price is at or below the strike, the Turbo Bull Warrant expires worthless.

If the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time, the Turbo Bull / Limited Turbo Bull Warrant with knock-out expires worthless or, if provided for in Table 1 of the Annex to the Issue Specific Conditions of the Final Terms, almost worthless with a minimal knock-out cash amount.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Turbo Bear / Limited Turbo Bear Warrants

Turbo Bear / Limited Turbo Bear Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Turbo Bear / Limited Turbo Bear Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time. If the reference price is at or above the strike, the Turbo Bear Warrant expires worthless.

On the maturity date, the cash amount received by the investors is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike (converted into the settlement currency, where applicable).

If the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time, the Turbo Bear / Limited Turbo Bear Warrant with knock-out expires worthless or, if provided for in Table 1 of the Annex to the Issue Specific Conditions of the Final Terms, almost worthless with a minimal knock-out cash amount.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Product No. 3: Description of Open End Turbo / BEST Turbo Warrants with knock-out

General Description of Open End Turbo Bull / BEST Turbo Bull or Open End Turbo Bear / BEST Turbo Bear Warrants

This section describes how the value of Open End Turbo Bull / BEST Turbo Bull Warrants or Open End Turbo Bear / BEST Turbo Bear Warrants (hereinafter the "**Open End Turbo Bull / BEST Turbo Bull Warrants**" or "**Open End Turbo Bear / BEST Turbo Bear Warrants**", together the "**Warrants**") is affected by the value of the underlying.

In the case of Open End Turbo Bull / BEST Turbo Bull Warrants, a loss in value of the underlying generally results in a decline in the value of the Open End Turbo Bull / BEST Turbo Bull Warrants as well. For Open End Turbo Bear / BEST Turbo Bear Warrants, on the other hand, an increase in the value of the underlying generally leads to a decline in the value of the Open End Turbo Bear / BEST Turbo Bear Warrants.

Description of Open End Turbo Bull / BEST Turbo Bull Warrants

Open End Turbo Bull / BEST Turbo Bull Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Open End Turbo / BEST Turbo Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

In the event of exercise by the investor or following termination by the Issuer, in each case on a valuation date, the cash or termination amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike (converted into the settlement currency, where applicable).

If the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time, the Open End Turbo / BEST Turbo Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Open End Turbo Bear / BEST Turbo Bear Warrants

Open End Turbo Bear / BEST Turbo Bear Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Open End Turbo / BEST Turbo Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

In the event of exercise by the investor or following termination by the Issuer, in each case on a valuation date, the cash or termination amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike (converted into the settlement currency, where applicable).

If the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time, the Open End Turbo / BEST Turbo Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Product No. 4: Description of Mini Future / Unlimited Turbo Warrants with knock-out

General Description of Mini Future Long / Unlimited Turbo Long or Mini Future Short / Unlimited Turbo Short Warrants

This section describes how the value of Mini Future Long / Unlimited Turbo Long Warrants or Mini Future Short / Unlimited Turbo Short Warrants (hereinafter the "**Mini Future Long /**

Unlimited Turbo Long Warrants" or "**Mini Future Short / Unlimited Turbo Short Warrants**", together the "**Warrants**") is affected by the value of the underlying.

In the case of Mini Future Long / Unlimited Turbo Long Warrants, a loss in value of the underlying generally results in a decline in the value of the Mini Future Long / Unlimited Turbo Long Warrants as well. For Mini Future Short / Unlimited Turbo Short Warrants, on the other hand, an increase in the value of the underlying generally leads to a decline in the value of the Mini Future Short / Unlimited Turbo Short Warrants.

Description of Mini Future Long / Unlimited Turbo Bull Warrants

Mini Future Long / Unlimited Turbo Bull Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Mini Future Long / Unlimited Turbo Bull Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

In the event of exercise by the investor or following termination by the Issuer, in each case on a valuation date, the cash or termination amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike (converted into the settlement currency, where applicable).

If the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time (knock-out time), the investor receives the stop-loss cash amount which is equal to the difference, multiplied by the multiplier, by which the hedge price is higher than the strike, provided that this amount is positive (converted into the settlement currency, where applicable). The hedge price is a price determined by the Issuer in its reasonable discretion within 120 minutes following the occurrence of the knock-out time as the fair market level of the underlying, calculated taking into account the calculated proceeds from unwinding the corresponding hedging transactions. For this purpose, the hedge price is at least equal to the lowest price of the underlying determined within 120 minutes following the occurrence of the knock-out time. If the stop-loss cash amount is zero or negative, the Mini Future Long / Unlimited Turbo Bull Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Mini Future Short / Unlimited Turbo Bear Warrants

Mini Future Short / Unlimited Turbo Bear Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Mini Future Short / Unlimited Turbo Bear Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time. The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

In the event of exercise by the investor or following termination by the Issuer, in each case on a valuation date, the cash or termination amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike (converted into the settlement currency, where applicable).

If the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time (knock-out time), the investor receives the stop-loss cash amount which is equal to the difference, multiplied by the multiplier, by which the hedge price is lower than the strike, provided that this amount is positive (converted into the settlement currency, where applicable). The hedge price is a price determined by the Issuer in its reasonable discretion within 120 minutes following the occurrence of the knock-out time as the fair market level of the underlying, calculated taking into account the calculated proceeds from unwinding the corresponding hedging transactions. For this purpose, the hedge price is at least equal to the highest price of the underlying determined within 120 minutes following the occurrence of the knock-out time. If the stop-loss cash amount is zero or negative, the Mini Future Short Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Product No. 5: Description of Capped Call or Capped Put Warrants

General Description of Capped Call or Capped Put Warrants

This section describes how the value of Capped Call Warrants or Capped Put Warrants (hereinafter the "**Capped Call Warrants**" or "**Capped Put Warrants**", together the "**Warrants**") is affected by the value of the underlying.

In the case of Capped Call Warrants, a loss in value of the underlying generally results in a decline in the value of the Capped Call Warrants as well. For Capped Put Warrants, on the other hand, an increase in the value of the underlying generally leads to a decline in the value of the Capped Put Warrants.

The price of Capped Call or Capped Put Warrants is calculated on the basis of two components of price (intrinsic value and time value). The intrinsic value of these Warrants during their term is equal to the difference (if positive), multiplied by the multiplier, between the value of the underlying and the strike, subject to a maximum of the difference, multiplied by the multiplier, between the cap and the strike (Capped Call Warrants), or between the strike and the value of the underlying, subject to a maximum of the difference, multiplied by the multiplier, between the strike and the cap (Capped Put Warrants). The amount of the time value, on the other hand, may, as the case may be, essentially be determined on the basis of the remaining term of the Warrant and the expected frequency and intensity of fluctuations in the price of the underlying expected by the Issuer during the remaining term of the Warrant (implied volatility). In this case the probability of positive price movements in the underlying also decreases to the extent that the remaining term of a Warrant decreases, with the result that the value of the Warrant falls, assuming that the factors affecting value remain otherwise unchanged. Provided that all other factors remain unchanged, in this case the time value declines, slowly at first and then at an ever increasing rate, as the remaining term of the Warrant becomes shorter. As the case may be, the loss of time value accelerates towards the end of the term of the Warrants, since the likelihood of the intrinsic value on exercise or expiry being positive decreases rapidly as the remaining term becomes ever shorter. At the end of the term the time value, if any, is by definition zero, since the cash amount paid on exercise or expiry is equal to the intrinsic value of the Warrants.

Description of Capped Call Warrants

Capped Call Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying; the investor's participation in price gains of the underlying is limited by the cap.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Capped Call Warrant may expire worthless if the reference price of the underlying reaches or falls below the strike.

The cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike, but subject to a maximum of the difference, multiplied by the multiplier, between the cap and the strike (converted into the settlement currency, where applicable). If the reference price is equal to or lower than the strike, the Call Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Capped Put Warrants

Capped Put Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying; the investor's participation in price losses of the underlying is limited by the cap.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Capped Put Warrant may expire worthless if the reference price of the underlying reaches or exceeds the strike.

The cash amount received by the investors on the maturity date is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike, but subject to a maximum of the difference, multiplied by the multiplier, between the strike and the cap (converted into the settlement currency, where applicable). If the reference price is equal to or higher than the strike, the Put Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Product No. 6: Description of Straddle Warrants

Description of Straddle Warrants

This section describes how the value of Straddle Warrants (hereinafter the "**Straddle Warrants**" or the "**Warrants**") is affected by the value of the underlying.

In the case of Straddle Warrants, both a decrease in value of the underlying and an increase in value of the underlying may lead to a decrease or increase in value of the Straddle Warrants. The decisive factor is how far the price of the underlying is quoted from the Warrant's strike. As a rule, the further the price of the underlying moves away from the Warrant's strike, the higher the Warrant's value. In turn, the value of the Warrant regularly falls if the price of the underlying is close to or equal to the Warrant's strike.

The price of Straddle Warrants is calculated on the basis of two components of price (intrinsic value and time value). The intrinsic value of Straddle Warrants during their term is equal to the absolute difference, multiplied by the multiplier, between the value of the underlying and the strike. The amount of the time value, on the other hand, may, as the case may be, essentially be determined on the basis of the remaining term of the Warrant and the expected frequency and intensity of fluctuations in the price of the underlying expected by the Issuer during the remaining term of the Warrant (implied volatility). In this case the probability of positive price movements in the underlying also decreases to the extent that the remaining term of a Warrant decreases, with the result that the value of the Warrant falls, assuming that the factors affecting value remain otherwise unchanged. Provided that all other factors remain unchanged, in this case the time value declines, slowly at first and then at an ever increasing rate, as the remaining term of the Warrant becomes shorter. As the case may be, the loss of time value accelerates towards the end of the term of the Warrants, since the likelihood of the intrinsic value on exercise or expiry being positive decreases rapidly as the remaining term becomes ever shorter. At the end of the term the time value, if any, is by definition zero, since the cash amount paid on exercise or expiry is equal to the intrinsic value of the Warrants.

Straddle Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive and negative performance of the underlying.

In return they bear the risk that the Straddle Warrant may expire worthless if the reference price of the underlying is equal to the strike.

The cash amount received by the investors on the maturity date is the absolute difference, multiplied by the multiplier, between the reference price of the underlying determined on the valuation date and the respective strike (converted into the settlement currency, where applicable). If the reference price is equal to the strike, the Straddle Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Product No. 7: Description of Digital Call or Digital Put Warrants

General Description of Digital Call or Put Warrants

This section describes how the value of Digital Call Warrants or Digital Put Warrants (hereinafter the "**Digital Call Warrants**" or "**Digital Put Warrants**", together the "**Warrants**") is affected by the value of the underlying.

In the case of Digital Call Warrants, a loss in value of the underlying generally results in a decline in the value of the Digital Call Warrants as well. For Digital Put Warrants, on the other hand, an increase in the value of the underlying generally leads to a decline in the value of the Digital Put Warrants.

The price of Digital Warrants is calculated on the basis of two components of price (intrinsic value and time value). The intrinsic value of these Warrants during their term is equal to the Digital Target Amount, if the value of the Underlying is equal to or higher than the strike (Digital Call Warrants) or equal to or lower than the strike (Digital Put Warrants). Otherwise, the intrinsic value is zero. The amount of the time value, on the other hand, may, as the case may be, essentially be determined on the basis of the remaining term of the Warrant and the expected frequency and intensity of fluctuations in the price of the underlying expected by the Issuer during the remaining term of the Warrant (implied volatility). In this case the probability of positive price movements in the underlying also decreases to the extent that the remaining term of a Warrant decreases, with the result that the value of the Warrant falls, assuming that the factors affecting value remain otherwise unchanged. Provided that all other factors remain unchanged, in this case the time value declines, slowly at first and then at an ever increasing rate, as the remaining term of the Warrant becomes shorter. As the case may be, the loss of time value accelerates towards the end of the term of the Warrants, since the likelihood of the intrinsic value on exercise or expiry being positive decreases rapidly as the remaining term becomes ever shorter. At the end of the term the time value, if any, is by definition zero, since the cash amount paid on exercise or expiry is equal to the intrinsic value of the Warrants.

Description of Digital Call Warrants

Digital Call Warrants enable investors, depending on the performance of the underlying, to obtain a specified cash amount equal to the digital target amount specified in the Final Terms multiplied by the multiplier.

In return they bear the risk that the Digital Call Warrant may expire worthless if the reference price of the underlying on the valuation date falls below the strike.

The cash amount received by investors on the maturity date is the digital target amount multiplied by the multiplier (converted into the settlement currency, where applicable). If the reference price on the valuation date is equal to or lower than the strike, the Digital Call Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Digital Put Warrants

Digital Put Warrants enable investors, depending on the performance of the underlying, to obtain a specified cash amount equal to the digital target amount specified in the Final Terms multiplied by the multiplier.

In return they bear the risk that the Put Warrant may expire worthless if the reference price of the underlying on the valuation date exceeds the strike.

The cash amount received by investors on the maturity date is the digital target amount multiplied by the multiplier (converted into the settlement currency, where applicable). If the reference price on the valuation date is equal to or higher than the strike, the Digital Put Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Product No. 8: Description of Barrier Warrants with knock- out (Up-and-Out Call or Down-and-Out Put Warrants)

General Description of Barrier Warrants (Up-and-Out Call or Down-and-Out Put Warrants)

This section describes how the value of Up-and-Out Call Warrants or Down-and-Out Put Warrants (hereinafter the "**Up-and-Out Call Warrants**" or "**Down-and-Out Put Warrants**", together the "**Warrants**") is affected by the value of the underlying.

In the case of Up-and-Out Call Warrants, a loss in value of the underlying generally results in a decline in the value of the Up-and-Out Call Warrants as well. For Down-and-Out Put Warrants, on the other hand, an increase in the value of the underlying generally leads to a decline in the value of the Down-and-Out Put Warrants.

The price of Barrier Warrants is calculated on the basis of two components of price (intrinsic value and time value). The intrinsic value of these Warrants during their term is equal to the difference (if positive), multiplied by the multiplier, between the value of the underlying and the strike (Up-and-Out Call Warrants) or between the strike and the value of the underlying (Down-and-Out Put Warrants). The amount of the time value, on the other hand, may, as the case may be, essentially be determined on the basis of the remaining term of the Warrant and the expected frequency and intensity of fluctuations in the price of the underlying expected by the Issuer during the remaining term of the Warrant (implied volatility). In this case the probability of positive price movements in the underlying also decreases to the extent that the remaining term of a Warrant decreases, with the result that the value of the Warrant falls, assuming that the factors affecting value remain otherwise unchanged. Provided that all other factors remain unchanged, in this case the time value declines, slowly at first and then at an ever increasing rate, as the remaining term of the Warrant becomes shorter. As the case may be, the loss of time value accelerates towards the end of the term of the Warrants, since the likelihood of the intrinsic value on exercise or expiry being positive decreases rapidly as the remaining term becomes ever shorter. At the end of the term the time value, if any, is by definition zero, since the cash amount paid on exercise or expiry is equal to the intrinsic value of the Warrants.

Description of Up-and-Out Call Warrants with European type of exercise

Up-and-Out Call Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Up-and-Out Call Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

On the maturity date, the cash amount received by the investors is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike (converted into the settlement currency, where applicable).

If the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time, the Up-and-Out Call Warrant expires worthless or, if provided for in Table 1 of the Annex to the Issue Specific Conditions of the Final Terms, almost worthless with a minimal knock-out cash amount.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Up-and-Out Call Warrants with American type of exercise

Up-and-Out Call Warrants enable investors to participate on a disproportionate (leveraged) basis in the positive performance of the underlying.

In return, however, they also participate on a leveraged basis in any negative performance of the underlying and in addition bear the risk that the Up-and-Out Call Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

Following effective exercise of the Warrants by an investor within the exercise period or at the latest on the maturity date, the cash amount received by the investor on the payment date specified in the terms and conditions, generally within five (5) banking days at the registered office of the Issuer and at the location of the depository agent, is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is higher than the respective strike (converted into the settlement currency, where applicable). If the observation price of the underlying reaches or exceeds the knock-out barrier during the relevant barrier observation time, or if the reference price is equal to or lower than the strike, the Up-and-Out Call Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Down-and-Out Put Warrants with European type of exercise

Down-and-Out Put Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Down-and-Out Put Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

On the maturity date, the cash amount received by the investors is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike (converted into the settlement currency, where applicable).

If the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time, the Down-and-Out Put Warrant expires worthless or, if provided for in Table 1 of the Annex to the Issue Specific Conditions of the Final Terms, almost worthless with a minimal knock-out cash amount.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

Description of Down-and-Out Put Warrants with American type of exercise

Down-and-Out Put Warrants enable investors to positively participate on a disproportionate (leveraged) basis in the negative performance of the underlying.

In return, however, they also adversely participate on a leveraged basis in any positive performance of the underlying and in addition bear the risk that the Down-and-Out Put Warrant may expire worthless or almost worthless immediately (knock-out event) if the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time (knock-out time). The barrier observation time may either (1) correspond to a so-called observation period covering all or part of the term of the Securities, (2) correspond to only one period within certain observation hours on a certain observation date, or (3) relate to one observation time.

Following effective exercise of the Warrants by an investor within the exercise period or at the latest on the maturity date, the cash amount received by the investor on the payment date specified in the terms and conditions, generally within five (5) banking days at the registered office of the Issuer and at the location of the depository agent, is the difference, multiplied by the multiplier, by which the reference price of the underlying determined on the valuation date is lower than the respective strike (converted into the settlement currency, where applicable). If the observation price of the underlying reaches or falls below the knock-out barrier during the relevant barrier observation time, or if the reference price is equal to or higher than the strike, the Down-and-Out Put Warrant expires worthless.

Investors do not receive any regular income such as interest during the term of the Warrants. In addition, investors are not entitled to any rights with respect to or arising from the underlying (such as voting rights, dividends, interests or other distributions).

V. IMPORTANT INFORMATION ABOUT THE ISSUER

With respect to the required information about the Issuer of the Securities, Citigroup Global Markets Europe AG, reference is made to the Registration Document of the Issuer dated 28 May 2020 (the "**Registration Document**"). The information contained therein are incorporated by reference into the Base Prospectus pursuant to Article 19 of the Prospectus Regulation (see under section "XI. GENERAL INFORMATION ABOUT THE BASE PROSPECTUS" under "9. Information incorporated by reference").

VI. TERMS AND CONDITIONS

*The Terms and Conditions consist of the following parts (referred to together as the "**Terms and Conditions**")*:

*(a) the Issue Specific Conditions as set out under V.1 (the "**Issue Specific Conditions**"), which comprise*

(i) Part A. Product Specific Conditions; and

(ii) Part B. Underlying Specific Conditions; together with

*(b) the General Conditions as set out below under V.2 (the "**General Conditions**").*

*The respective Final Terms will (i) replicate the applicable optional Issue Specific Conditions and (ii) contain new issue specific information in connection with these applicable Issue Specific Conditions. New information shall be included in the Final Terms solely in compliance with the requirements for Category B and Category C information items of Annexes 14 and 17 of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004 (the "**Prospectus Implementing Regulation**"). With respect to each individual series of Warrants, the Issue Specific Conditions, in the form in which they are replicated in the Final Terms, and the General Conditions shall contain the Terms and Conditions applicable to the respective series of Warrants (the "**Conditions**"). The Issue Specific Conditions, in the form in which they are replicated in the Final Terms, must be read together with the General Conditions.*

The Issue Specific Conditions, in the form in which they are replicated in the Final Terms, and the General Conditions shall be appended to each global note representing the respective series of Warrants.

1. Issue Specific Conditions

Part A. Product Specific Conditions

[*in the case of classic (plain vanilla) Call or Put Warrants (Product No. 1), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of Call or Put Warrants (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions

(1) The "**Cash Amount**" for each Warrant, subject to the early redemption of the Warrants by the Issuer (No. 2 of the General Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the difference, expressed in the Reference Currency and multiplied by the Multiplier, by which the Reference Price of the Underlying determined on the Valuation Date is higher than (Call Warrants) or lower than (Put Warrants) the respective Strike.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

["**Auxiliary Location**": [London] [●]]

"**Banking Day**": Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

"**Clearing Territory of the Depository Agent**": [Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]

["**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Exercise Date**": [Valuation Date] [The Banking Day at the respective place of the Exercise Agent pursuant to No. 3 (1), on which the exercise prerequisites pursuant to No. 3 (1) are met for the first time at 10:00 a.m. (local time at the place of the respective Exercise Agent).] [●]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Issue Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Maturity Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [The earlier of the Payment Date upon Exercise or the Maturity Date as specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Minimum Exercise Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]

"**Modified Exercise Date + 1**": [●] [not applicable] [The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions.] [The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent.][The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day.]

"**Modified Exercise Date**": [●] [not applicable] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions.] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent.] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day.]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Payment Date upon Exercise**": [not applicable][At the latest the [fifth] [●] common Banking Day following the Exercise Date at the registered office of the Issuer and the place of the Depository Agent.] [●]]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Type of Warrant**"**:** [Call][Put][As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Type of Exercise**": [European] [American] [As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Valuation Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [In case of an exercise during the Exercise Period, the Valuation Date as specified in Table 2 of the Annex to the Issue Specific Conditions; in case of an Automatic Exercise, the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

No. 3
Exercise of the Option Rights

[[***I. Applicable in the case of Warrants with European Type of Exercise (as indicated for the respective series of Warrants in Table 1 of the Annex to the Issue Specific Conditions):***]

(1) The Option Right may be exercised by the Warrant Holder only with effect as of the Valuation Date for the respective Warrant. If the Cash Amount results in a positive value, the Option Right attaching to the respective Warrant shall be deemed to be exercised on the Valuation Date without further preconditions and without the submission of an explicit Exercise Notice (referred to in the following as "**Automatic Exercise**").

(2) The Issuer will transfer any positive Cash Amount to the Depository Agent on the Maturity Date for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

(3) The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer of the Cash Amount or of the fair market value is not possible within three months after the Maturity Date ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.

(4) All taxes or other levies that may be incurred in connection with the payment of the Cash Amount or of the fair market value shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

(5) If the Valuation Date falls between the date on which the Issuer determines that there are grounds for making an Adjustment in accordance with No. 6 of the Issue Specific Conditions and the date on which the Issuer has given notice of the Adjustments (referred to in the following as the "**Adjustment Period**"), the Maturity Date shall be the [first][●] Banking Day common to the registered office of the Issuer and to the location of the Depository Agent following the date on which the Issuer has given notice of the Adjustments for the Valuation Date. The calculation of the Cash Amount in accordance with No. 2 of the Issue Specific Conditions shall be based on the relevant Reference Price of the Underlying on the Valuation Date as well as the Adjustments made by the Issuer.

(6) The Cash Amount and the fair market value shall be paid in the Settlement Currency without a requirement for the Issuer to give notice of any kind.

(7) Investor Representation: Each investor who purchases the Warrants will be deemed to have represented to the Issuer and, if the latter is not also the seller, to the seller of these Warrants that: (1) he is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC’s "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg.

45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.]

[[***II. Applicable in the case of Warrants with American Type of Exercise (as indicated for the respective series of Warrants in Table 1 of the Annex to the Issue Specific Conditions):***]

(1) For the exercise of the Warrants to be effective, the holder of the respective Warrant must comply with the preconditions set out below with respect to the relevant Exercise Agent within the Exercise Period for the respective Warrant. The Exercise Period for the Warrants shall begin in each case on the [second][●] Banking Day after the [Initial Reference Date][Issue Date] and shall end in each case at [10.00 a.m.][●] (local time at the location of the relevant Exercise Agent) on the Valuation Date or, if the Reference Price of the Underlying is usually determined before [11.00][●] [a.m.][p.m.] (local time at the location of the relevant Exercise Agent), the Exercise Period ends at [10.00 a.m.][●] (local time at the location of the relevant Exercise Agent) on the last Trading Day preceding the last Valuation Date. The provisions of paragraphs (2) to (4) of this No. 3 II shall also apply.

If the Option Rights are exercised via the Exercise Agent in [the **Federal Republic of Germany][***insert relevant Offer State*: ●], the Warrant Holder must submit to [Citigroup Global Markets Europe AG][●] (the "**Exercise Agent**") at the following address:

[Citigroup Global Markets Europe AG
Attn. Stockevents
Frankfurter Welle
Reuterweg 16
60323 Frankfurt am Main
Federal Republic of Germany][●]

a properly completed ["**Frankfurt**"][●] Exercise Notice for the respective [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)] [*insert other identifier*: ●] using the form available from the Issuer (referred to in the following as "**Exercise Notice**") and must have transferred the Warrants intended to be exercised

- to the Issuer crediting its account [No. 7098 at Clearstream Frankfurt [or its account No. 67098 at Clearstream Luxembourg]][●][or
- to Euroclear; and the Issuer must have received confirmation from Euroclear that the Warrants were booked to an account at Euroclear for the benefit of the Warrant Holder and that Euroclear has arranged for the Warrants to be transferred irrevocably to [the Issuer's account][one of the Issuer's two accounts] referred to above].

The Exercise Notice must specify:

- the [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)] [*insert other identifier*: ●] of the Warrant series and the number of Warrants intended to be exercised and
- the account of the Warrant Holder with a bank in [the Federal Republic of Germany][●] into which the Cash Amount is to be paid. If the Exercise Notice does not specify an account or specifies an account outside [the Federal Republic of Germany][●], a check for the Cash Amount will be sent to the Warrant Holder at his risk by normal post to the address given in the Exercise Notice within [five (5)][●] Banking Days in [Frankfurt am Main] [and] [●] following the Valuation Date.
- Confirmation must also be given that (1) the Warrant Holder is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

(2) The Exercise Notice shall become effective on the Exercise Date according to No. 2 (3) of the Issue Specific Conditions. The Exercise Notice may not be revoked, including during the period prior to the date on which it becomes effective. All of the preconditions set out in No. 3 (1) of the Issue Specific Conditions must be satisfied within [five (5)][●] Banking Days of the occurrence of the first precondition. In any other circumstances, the Issuer shall have the right to return to the Warrant Holder any performances already made by the Warrant Holder without interest at the Warrant Holder's risk and expense; in this event the Exercise Notice shall not become effective.

(3) Option Rights that have not been exercised effectively in accordance with paragraphs (1) and (2) shall be deemed, subject to early termination by means of extraordinary termination pursuant to No. 2 of the General Conditions, to be exercised on the final day of the Exercise Period without further preconditions, if the Cash Amount is positive ("**Automatic Exercise**"). In the event of Automatic Exercise, the confirmation referred to in the last sub-paragraph of paragraph (1) shall be deemed to have been given automatically. In any other circumstances, all rights arising from the Warrants that have not been exercised effectively by then shall expire on that day and the Warrants shall become invalid.

(4) All taxes or other levies that may be incurred in connection with the exercise of the Warrants shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

The exercise or settlement amount shall be paid in the Settlement Currency without a requirement for the Issuer or the Exercise Agent to give notice of any kind.

(5) The Issuer will transfer any Cash Amount to the Depository Agent on the Payment Date upon Exercise for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid. The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer.]

No. 4
(not applicable)]

[*in the case of Turbo Bull or Bear / Limited Turbo Bull or Bear Warrants with Knock-Out (Product No. 2), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of [Turbo Bull or Bear][Limited Turbo Bull or Bear][●] Warrants with Knock-Out (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions; Knock Out

(1) The "**Cash Amount**" for each Warrant, subject to the occurrence of a Knock-Out Event or the early redemption of the Warrants by the Issuer (No. 2 of the General Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the difference, expressed in the Reference Currency and multiplied by the Multiplier, by which the Reference Price of the Underlying determined on the Valuation Date is higher than ([Turbo Bull][Limited Turbo Bull][●] Warrants) or lower than ([Turbo Bear][Limited Turbo Bear][●] Warrants) the respective Strike.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

"**Banking Day**": Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

"**Clearing Territory of the Depository Agent**": [Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]

"**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Exercise Dat**e": [Valuation Date] [●]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Issue Dat**e": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Knock-Out Cash Amount**": [0.00] [●]

"**Knock-Out Barrier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Maturity Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Observation Date**": [●]]

["**Observation Period**": [Period from the Issue Date (inclusive) until the Valuation Date (inclusive).] [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]]

["**Observation Time**": [●]]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Type of Warrant**": [Bull][Bear][As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Type of Exercise**": European

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Valuation Date + 1**": [not applicable] [The first Trading Day following the Valuation Date] [●]]

"**Valuation Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

(4) If the Observation Price of the Underlying (No. 5 (2) of the Issue Specific Conditions) expressed in the Reference Currency is equal to or falls below ([Turbo Bull][Limited Turbo Bull][●] Warrants) or is equal to or exceeds ([Turbo Bear][Limited Turbo Bear][●] Warrants) the Knock-Out Barrier of the Warrant specified in Table 1 of the Annex to the Issue Specific Conditions (the "**Knock-Out Event**") [[during the Observation Period][on [the][an] Observation Date] (No. 2 (3) of the Issue Specific Conditions) during the Observation Hours (No. 5 (2) of the Issue Specific Conditions) at any time][at the Observation Time (No. 2 (3) of the Issue Specific Conditions)] (referred to in the following as the "**Knock-Out Time**"), the term of the Warrants shall end early at the Knock-Out Time. In this event, the Cash Amount for each Warrant shall be equal to the Knock-Out Cash Amount (No. 2 (3) of the Issue Specific Conditions). The Issuer will give notice without delay in accordance with No. 4 of the General Conditions that the Observation Price of the Underlying has reached or fallen below ([Turbo Bull][Limited Turbo Bull][●] Warrants) or reached or exceeded ([Turbo Bear][Limited Turbo Bear][●] Warrants) the Knock-Out Barrier.

No. 3
Exercise of the Option Rights

(1) The Option Right may be exercised by the Warrant Holder only with effect as of the Valuation Date for the respective Warrant.

If the Cash Amount results in a positive value, the Option Right attaching to the respective Warrant shall be deemed to be exercised on the Valuation Date without further preconditions and without the submission of an explicit Exercise Notice (referred to in the following as "**Automatic Exercise**").

(2) The Issuer will transfer any positive Cash Amount to the Depository Agent on the Maturity Date for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

(3) The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer of the Cash Amount or of the fair market value is not possible within three months after the Maturity Date ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.

(4) All taxes or other levies that may be incurred in connection with the payment of the Cash Amount or of the fair market value shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

(5) If the Valuation Date falls between the date on which the Issuer determines that there are grounds for making an Adjustment in accordance with No. 6 of the Issue Specific Conditions and the date on which the Issuer has given notice of the Adjustments (referred to in the following as the "**Adjustment Period**"), the Maturity Date shall be the [first][●] Banking Day common to the registered office of the Issuer and to the location of the Depository Agent following the date on which the Issuer has given notice of the Adjustments for the Valuation Date. The calculation of the Cash Amount in accordance with No. 2 of the Issue Specific Conditions shall be based on the relevant Reference Price of the Underlying on the Valuation Date as well as the Adjustments made by the Issuer.

(6) The Cash Amount and the fair market value shall be paid in the Settlement Currency without a requirement for the Issuer to give notice of any kind.

(7) Investor Representation: Each investor who purchases the Warrants will be deemed to have represented to the Issuer and, if the latter is not also the seller, to the seller of these Warrants that: (1) he is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

No. 4

(*not applicable*)]

[*in the case of Open End Turbo / BEST Turbo Warrants with Knock-Out / BEST Turbo (Product No. 3), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of [Open End Bull or Bear Turbo][BEST Turbo Bull or Bear][●] Warrants with Knock-Out (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions and/or No. 4 of the Issue Specific Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions

(1) The "**Cash Amount**" for each Warrant, subject to the occurrence of a Knock-Out Event (No. 2a of the Issue Specific Conditions) or the early redemption or Termination of the Warrants by the Issuer (No. 2 of the General Conditions and/or No. 4 of the Issue Specific Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the difference, expressed in the Reference Currency and multiplied by the Multiplier, by which the Reference Price of the Underlying determined on the Valuation Date is higher than ([Open End Turbo Bull][BEST Turbo Bull][●] Warrants) or lower than ([Open End Turbo Bear][BEST Turbo Bear][●] Warrants) the respective Strike.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

"**Adjustment Date**": [Principally, the first Banking Day in Frankfurt of each month. In special market conditions (e.g. in the case of material increase of borrowing costs or repurchase costs, material changes in liquidity of global financial markets, in the case of strong fluctuation of interest rates, any imposition or announcement of any legislation or regulation which require materially higher capital ratio requirements for the Issuer) the Issuer has the right to determine any Banking Day in Frankfurt to be an additional Adjustment Date at its reasonable discretion. Any additional Adjustment Date will be published on the Issuer's Website.] [●]

"**Adjustment due to Dividend Payments**": [●][not applicable][In case of dividends or other equivalent cash distributions on a share or one or more shares represented in an index, the Issuer will adjust the effective Strike and, as the case may be, the effective Knock-Out

Barrier at its reasonable discretion. The adjustment will be effected at the day on which shares of the respective company, for which dividends or other equivalent cash distributions are made, are traded ex-dividend on its home exchange.]

"**Adjustment Rate**": [●] [The Adjustment Rate for the first Financing Level Adjustment Period corresponds to the relevant rate as specified in Table 1 of the Annex to the Issue Specific Conditions for the first Financing Level Adjustment Period. The Adjustment Rate applicable in each succeeding Adjustment Period composes as follows: in case of [[Open End Turbo] [BEST Turbo]Open End Turbo Bull Warrants the sum of][, and for] [[Open End Turbo] [BEST Turbo]Open End Turbo Bear Warrants the difference of] (i) the Reference Interest Rate at the last day of the respective preceding Financing Level Adjustment Period and (ii) the Interest Rate Correction Factor applicable in the respective Financing Level Adjustment Period.] [The Adjustment Rate applicable in each succeeding Financing Level Adjustment Period composes as follows: in case of [[Open End Turbo] [BEST Turbo]Open End TurboOpen End Turbo Bull Warrants the sum of][, and for] [[Open End Turbo] [BEST Turbo]Open End TurboOpen End Turbo Bear Warrants the difference of] (i) 0 (zero) and (ii) the Interest Rate Correction Factor applicable in the respective Financing Level Adjustment Period.]

"**Auxiliary Location**": [London] [●]

"**Banking Day**": Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

"**Clearing Territory of the Depository Agent**": [Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]

["**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Exercise Date**": [The last Banking Day of each month at the respective place of the Exercise Agent pursuant to No. 3 (1), on which the exercise prerequisites pursuant to No. 3 (1) are met for the first time at 10:00 a.m. (local time at the place of the respective Exercise Agent).] [●]

"**Financing Level Adjustment Period**": [The period from the Issue Date until the first Adjustment Date (inclusive) and each following period from an Adjustment Date (exclusive) until the next following Adjustment Date (inclusive).] [●]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Interest Rate Correction Factor**": [An interest rate determined for each Financing Level Adjustment Period by the Issuer at its reasonable discretion taking into account the then prevailing market environment (in particular borrowing costs or repurchase costs, the liquidity of global financial markets as well as interest rates). The Interest Rate Correction Factor may not exceed 25 per cent. p.a.. It may be different for Bull and Bear Warrants.] [●]

"**Issue Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Knock-Out Barrier**": On the Issue Date, the Knock-Out Barrier is equal to: [See Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Knock-Out Cash Amount**": [0.00] [●]

"**Maturity Date**": [The earlier of the Payment Date upon Exercise or the Payment Date upon Termination.] [●]

"**Minimum Exercise Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]

"**Modified Exercise Date + 1**": [●] [not applicable] [The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions.] [The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent.][The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day.]

"**Modified Exercise Date**": [●] [not applicable] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions.] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent.] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day.]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Observation Date**": [●]]

["**Observation Period**": [Period from the Issue Date (inclusive) until the Valuation Date (inclusive).] [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]]

["**Observation Time**": [●]]

"**Payment Date upon Exercise**": [At the latest the [fifth] [●] common Banking Day following the Exercise Date at the registered office of the Issuer and the place of the Depository Agent.] [●]

"**Payment Date upon Termination**": [At the latest the [fifth] [●] common Banking Day following the Termination Date at the registered office of the Issuer and the place of the Depository Agent.] [●]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Interest Rate**": [[The Reference Interest Rate corresponds to the 1-Month-Interest Rate as published on the Reuters page (or a replacing page):

EURIBOR1MD= for EUR-Rates Ref.,
USDVIEW for USD-Rates Ref.,
JPYVIEW for JPY-Rates Ref.,
CADVIEW for CAD-Rates Ref.,
CHFVIEW for CHF-Rates Ref.,
GBPVIEW for GBP-Rates Ref.,
HKDVIEW for HKD-Rates Ref. and
SEKVIEW for SEK-Rates Ref.]

[For Currencies as underlying the Reference Interest Rate is the Difference of (i) the Reference Interest Rate of the Reference Currency and (ii) the Reference Interest Rate of the Base Currency.]

If the Reference Interest Rate is no longer displayed in one of the manners described above, the Issuer is entitled to determine at its reasonable discretion a Reference Interest Rate based on the market practice prevailing at the time and giving due consideration to the prevailing market conditions.] [not applicable] [●]]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": On the Issue Date, the Strike is equal to: [See Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Type of Warrant**": [Bull][Bear][As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Valuation Date + 1**": [not applicable] [The first Trading Day following the Valuation Date] [●]]

"**Valuation Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

No. 2a
Knock-Out

If the Observation Price of the Underlying (No. 5 (2) of the Issue Specific Conditions) expressed in the Reference Currency is equal to or falls below ([Open End Turbo Bull][BEST Turbo Bull][●] Warrants) or is equal to or exceeds ([Open End Turbo Bear][BEST Turbo Bear][●] Warrants) the Knock-Out Barrier (No. 2b (2) of the Issue Specific Conditions) of the Warrant (the "**Knock-Out Event**") [[during the Observation Period][on [the][an] Observation Date] (No. 2 (3) of the Issue Specific Conditions) during the Observation Hours (No. 5 (2) of the Issue Specific Conditions) at any time][at the Observation Time (No. 2 (3) of the Issue Specific Conditions)] (referred to in the following as the "**Knock-Out Time**"), the term of the Warrants shall end early at the Knock-Out Time.

In this event, the Cash Amount for each Warrant shall be equal to the Knock-Out Cash Amount (No. 2 (3) of the Issue Specific Conditions).

The Issuer will give notice without delay in accordance with No. 4 of the General Conditions that the Observation Price of the Underlying has reached or fallen below ([Open End Turbo Bull][BEST Turbo Bull][●] Warrants) or reached or exceeded ([Open End Turbo Bear][BEST Turbo Bear][●] Warrants) the Knock-Out Barrier.

No. 2b
Adjustment Amount

(1) The respective "**Strike**" of a series shall be equal on the [Initial Reference Date][Issue Date] to the value specified in Table 1 of the Annex to the Issue Specific Conditions. Subsequently, the Strike shall be adjusted on each calendar day during a Financing Level Adjustment Period by the Adjustment Amount calculated by the Issuer for that relevant calendar day. The Adjustment Amount for the Warrants may vary. The "**Adjustment Amount**" of a series applying for each calendar day during the respective Financing Level Adjustment Period shall be equal to the result obtained by multiplying the Strike applying on the Adjustment Date falling in that Financing Level Adjustment Period by the Adjustment Rate applicable in that Financing Level Adjustment Period and converted to the amount for one calendar day using the [actual/360][●] day count convention. The resulting Strike for each calendar day shall be rounded to [at least][three][●] decimal places in accordance with standard commercial practice, but the calculation of the next following Strike in each case shall be based on the unrounded Strike for the preceding day. The calculations for the first Financing Level Adjustment Period shall be based on the Strike on the [Initial Reference Date][Issue Date]. [The relevant Strike for each calendar day shall be published on the Issuer's Website.]

(2) The respective "**Knock-Out Barrier**" of a series shall be equal on the [Initial Reference Date][Issue Date] to the value specified in Table 1 of the Annex to the Issue Specific Conditions. Subsequently, the Knock-Out Barrier shall be determined by the Issuer on each calendar day in such a way that it corresponds to the respective Strike adjusted in accordance with the preceding paragraph. [The relevant Knock-Out Barrier for each calendar day shall be published on the Issuer's Website.]

(3) In the event of dividend payments or other cash distributions equivalent to dividend payments in respect of the Underlying (applicable in the case of shares as the Underlying) or in respect of the shares on which the Underlying is based (applicable in the case of stock indices as the Underlying), the Strike applying in each case and, where relevant, the Knock-Out Barrier shall be adjusted in accordance with No. 2 (3) of the Issue Specific Conditions (Adjustment due to Dividend Payments).

In the event of any Adjustment due to Dividend Payments in respect of a dividend on the shares of an entity formed or incorporated in the United States (a "**U.S. Dividend**"), the Issuer shall calculate an amount (the "**U.S. Dividend Withholding Amount**") that, together with the net dividend amount reflected in the adjustment, equals 100 per cent. of the gross amount of such U.S. Dividend. At the time each such U.S. Dividend is paid, the U.S. Dividend Withholding Amount is deemed to be paid to the Warrant Holder in respect of the Warrants, whereas it shall actually be withheld by the Issuer and deposited with the United States Internal Revenue Service (the "**IRS**").

[(4) The "**Quanto Net Amount**" shall correspond to the Initial Quanto Net Amount specified in Table 1 of the Annex to the Issue Specific Conditions (the "**Initial Quanto Net Amount**"). The Issuer shall be entitled to adjust the Quanto Net Amount with effect as of each [Banking Day][●], if in the reasonable discretion of the Issuer this is made necessary by a change in the costs or income accruing to the Issuer as a result of hedging currency risks, taking account of the rates of interest for the Reference Currency and the Settlement Currency at which the currency hedging has been arranged, the volatility of the Underlying or of the exchange rate between the Reference Currency and the Settlement Currency, and the correlation between the price of the Underlying and the development of the exchange rate. Notice of the Adjustment of the Quanto Net Amount and of the date on which the Adjustment becomes effective shall be given in accordance with No. 4 of the General Conditions. All references to the Quanto Net Amount contained in these Terms and Conditions shall be deemed to be references to the adjusted Quanto Net Amount from the date on which the Adjustment becomes effective.]

No. 3
Exercise of the Option Rights

(1) The Warrants may be exercised by the Warrant Holder only with effect as of an Exercise Date in accordance with No. 2 (3) of the Issue Specific Conditions. For the exercise of the Warrants to be effective, the holder of the respective Warrant must comply with the preconditions set out below with respect to the relevant Exercise Agent at the latest by [10.00 a.m.][●] (local time at the location of the relevant Exercise Agent) on the Exercise Date. The provisions of paragraphs (2) to (4) of this No. 3 shall also apply.

If the Option Rights are exercised via the Exercise Agent in [the **Federal Republic of Germany][***insert relevant Offer State*: **●]**, the Warrant Holder must submit to [Citigroup Global Markets Europe AG][●] (the "**Exercise Agent**") at the following address:

[Citigroup Global Markets Europe AG
Attn. Stockevents
Frankfurter Welle
Reuterweg 16
60323 Frankfurt am Main
Federal Republic of Germany][●]

a properly completed ["**Frankfurt**"][●] Exercise Notice for the respective [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)] [*insert other identifier*: ●] using the form available from the Issuer (referred to in the following as "**Exercise Notice**") and must have transferred the Warrants intended to be exercised

- to the Issuer crediting its account [No. 7098 at Clearstream Frankfurt [or its account No. 67098 at Clearstream Luxembourg]][●][or
- to Euroclear; and the Issuer must have received confirmation from Euroclear that the Warrants were booked to an account at Euroclear for the benefit of the Warrant Holder and that Euroclear has arranged for the Warrants to be transferred irrevocably to [the Issuer's account][one of the Issuer's two accounts] referred to above].

The Exercise Notice must specify:

- the [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)] [*insert other identifier*: ●] of the Warrant series and the number of Warrants intended to be exercised and

- the account of the Warrant Holder with a bank in [the Federal Republic of Germany][●] into which the Cash Amount is to be paid. If the Exercise Notice does not specify an account or specifies an account outside [the Federal Republic of Germany][●], a check for the Cash Amount will be sent to the Warrant Holder at his risk by normal post to the address given in the Exercise Notice within [five (5)][●] Banking Days in [Frankfurt am Main] [and] [●] following the Valuation Date.
- Confirmation must also be given that (1) the Warrant Holder is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

(2) The Exercise Notice shall become effective on the Exercise Date according to No. 2 (3) of the Issue Specific Conditions. The Exercise Notice may not be revoked, including during the period prior to the date on which it becomes effective. All of the preconditions set out in No. 3 (1) of the Issue Specific Conditions must be satisfied within [five (5)][●] Banking Days of the occurrence of the first precondition. In any other circumstances, the Issuer shall have the right to return to the Warrant Holder any performances already made by the Warrant Holder without interest at the Warrant Holder's risk and expense; in this event the Exercise Notice shall not become effective.

(3) All taxes or other levies that may be incurred in connection with the exercise of the Warrants shall be borne and be paid by the Warrant Holders.

The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence. The exercise or settlement amount shall be paid in the Settlement Currency without a requirement for the Issuer or the Exercise Agent to give notice of any kind.

(4) The Issuer will transfer any Cash Amount to the Depository Agent on the Payment Date upon Exercise for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid. The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer.

No. 4
Termination

(1) The Issuer shall have the right to terminate all of the Warrants of a series during their term with a notice period of [four (4) weeks][one (1) month][●] [to the following Exercise Date] by giving notice in accordance with No. 4 of the General Conditions with effect as of the Termination Date specified in the notice (the "**Termination Date**"). [Termination in accordance with this No. 4 may not be affected earlier than [3 months][●] after the [Initial Reference Date][Issue Date].] Each termination notice issued pursuant to this No. 4 is irrevocable and must specify the Termination Date. The Termination shall become effective on the date specified in the announcement of the notice. For the purposes of calculating the Cash Amount in accordance with No. 2 of the Issue Specific Conditions, the date on which the Termination becomes effective shall be deemed to be the Valuation Date within the meaning of these Terms and Conditions.

(2) In the event of Termination by the Issuer, No. 3 of the Issue Specific Conditions shall not apply. The Exercise Date within the meaning of No. 2 (3) of the Issue Specific Conditions shall in this case be the date on which the Termination becomes effective. The Payment Date shall be the Payment Date upon Termination in accordance with paragraph (3) of this No. 4.

(3) In this event, the Issuer will transfer the Cash Amount for all of the Warrants affected by the Termination to the Depository Agent within [five (5)][●] Banking Days at the registered office of the Issuer and at the location of the Depository Agent after the Termination Date for the credit of the Warrant Holders registered with the Depository Agent on the [second][●] day following the Termination Date (referred to in the following as "**Payment Date upon Termination**"). Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer is not possible within three months after the Payment Date upon Termination ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.]

[*in the case of Mini Future / Unlimited Turbo Warrants (Product No. 4), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of [Mini Future][Unlimited Turbo Bull or Bear][●] Warrants (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Stop-Loss Cash Amount (No. 2a (2) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions and/or No. 4 of the Issue Specific Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions

(1) The "**Cash Amount**" for each Warrant, subject to the occurrence of a Knock-Out Event (No. 2a (1) of the Issue Specific Conditions) or the early redemption or Termination of the Warrants by the Issuer (No. 2 of the General Conditions and/or No. 4 of the Issue Specific Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the difference, expressed in the Reference Currency and multiplied by the Multiplier, by which the Reference Price of the Underlying determined on the Valuation Date is higher than [(Mini Long)] [(Unlimited Turbo Bull)] [●] or lower than [(Mini Short)] [(Unlimited Turbo Bear)] [●] the respective Strike.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

"**Adjustment Date**": [Principally, the first Banking Day in Frankfurt of each month. In special market conditions (e.g. in the case of material increase of borrowing costs or repurchase costs, material changes in liquidity of global financial markets, in the case of strong fluctuation of interest rates, any imposition or announcement of any legislation or regulation which require materially higher capital ratio requirements for the Issuer) the Issuer has the right to determine any Banking Day in Frankfurt to be an additional Adjustment Date at its reasonable discretion. Any additional Adjustment Date will be published on the Issuer's Website.] [●]

"**Adjustment due to Dividend Payments**": [●][not applicable][In case of dividends or other equivalent cash distributions on a share or one or more shares represented in an index, the Issuer will adjust the effective Strike and, as the case may be, the effective Knock-Out Barrier at its reasonable discretion. The adjustment will be effected at the day on which shares of the respective company, for which dividends or other equivalent cash distributions are made, are traded ex-dividend on its home exchange.]

"**Adjustment Rate**": [●] [The Adjustment Rate for the first Financing Level Adjustment Period corresponds to the relevant rate as specified in Table 1 of the Annex to the Issue Specific Conditions for the first Financing Level Adjustment Period. The Adjustment Rate applicable in each succeeding Adjustment Period composes as follows: in case of [[Open End Turbo] [BEST Turbo]Open End Turbo Bull Warrants the sum of][, and for] [[Open End Turbo] [BEST Turbo]Open End Turbo Bear Warrants the difference of] (i) the Reference Interest Rate at the last day of the respective preceding Financing Level Adjustment Period and (ii) the Interest Rate Correction Factor applicable in the respective Financing Level Adjustment Period.] [The Adjustment Rate applicable in each succeeding Financing Level Adjustment Period composes as follows: in case of [[Open End Turbo] [BEST Turbo]Open End TurboOpen End Turbo Bull Warrants the sum of][, and for] [[Open End Turbo] [BEST Turbo]Open End TurboOpen End Turbo Bear Warrants the difference of] (i) 0 (zero) and (ii) the Interest Rate Correction Factor applicable in the respective Financing Level Adjustment Period.]

"**Auxiliary Location**": [London] [●]

"**Banking Day**": [Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

["**Clearing Territory of the Depository Agent**": [Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]]

"**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Exercise Date**": [The last Banking Day of each month at the respective place of the Exercise Agent pursuant to No. 3 (1), on which the exercise prerequisites pursuant to No. 3 (1) are met for the first time at 10:00 a.m. (local time at the place of the respective Exercise Agent).] [●]

"**Financing Level Adjustment Period**": [The period from the Issue Date until the first Adjustment Date (inclusive) and each following period from an Adjustment Date (exclusive) until the next following Adjustment Date (inclusive).] [●]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Interest Rate Correction Factor**": [An interest rate determined for each Financing Level Adjustment Period by the Issuer at its reasonable discretion taking into account the then prevailing market environment (in particular borrowing costs or repurchase costs, the liquidity of global financial markets as well as interest rates). The Interest Rate Correction Factor may not exceed 25 per cent. p.a.. It may be different for Long and Short Warrants.] [●]

"**Issue Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Knock-Out Barrier**": On the Issue Date, the Knock-Out Barrier is equal to: [See Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Maturity Date**": [The earlier of the Payment Date upon Exercise or the Payment Date upon Stop-Loss or the Payment Date upon Termination.] [●]

"**Minimum Exercise Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]

"**Modified Exercise Date + 1**": [●] [not applicable] [The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions.] [The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent.][The first day following the Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day, or, if the Exercise Date is the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions, the first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day.]

"**Modified Exercise Date**": [●] [not applicable] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which options and futures contracts related to the Underlying are traded on the relevant Adjustment Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions.] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day and a day on which the Reference Price of the Underlying or, if the Underlying is based on two exchange rates published by the Exchange Rate Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions, the relevant exchange rates are published by the Exchange Rate Reference Agent.] [The first Exercise Date which is a Banking Day at the Auxiliary Location and a Trading Day.]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Observation Date**": [●]]

["**Observation Period**": [Period from the Issue Date (inclusive) until the Valuation Date (inclusive).] [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]]

["**Observation Time**": [●]]

"**Payment Date upon Exercise**": [At the latest the [fifth] [●] common Banking Day following the Exercise Date at the registered office of the Issuer and the place of the Depository Agent.] [●]

"**Payment Date upon Termination**": [At the latest the [fifth] [●] common Banking Day following the Termination Date at the registered office of the Issuer and the place of the Depository Agent.] [●]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Interest Rate**": [[The Reference Interest Rate corresponds to the 1-Month-Interest Rate as published on the Reuters page (or a replacing page):

EURIBOR1MD= for EUR-Rates Ref.,
USDVIEW for USD-Rates Ref.,
JPYVIEW for JPY-Rates Ref.,
CADVIEW for CAD-Rates Ref.,
CHFVIEW for CHF-Rates Ref.,
GBPVIEW for GBP-Rates Ref.,
HKDVIEW for HKD-Rates Ref. and
SEKVIEW for SEK-Rates Ref.]

[For Currencies as underlying the Reference Interest Rate is the Difference of (i) the Reference Interest Rate of the Reference Currency and (ii) the Reference Interest Rate of the Base Currency.]

If the Reference Interest Rate is no longer displayed in one of the manners described above, the Issuer is entitled to determine at its reasonable discretion a Reference Interest Rate based on the market practice prevailing at the time and giving due consideration to the prevailing market conditions.] [not applicable] [●]]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": On the Issue Date, the Strike is equal to: [See Table 1 of the Annex to the Issue Specific Conditions] [●]

"**Type of Warrant**": [Mini Long] [Unlimited Turbo Bull] [Mini Short] [Unlimited Turbo Bear][As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Valuation Date + 1**": [not applicable] [The first Trading Day following the Valuation Date] [●]]

"**Valuation Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

No. 2a
Knock-Out

(1) If the Observation Price of the Underlying (No. 5 (2) of the Issue Specific Conditions) expressed in the Reference Currency is equal to or falls below [(Mini Long)] [(Unlimited Turbo Bull)] [●] or is equal to or exceeds [(Mini Short)] [(Unlimited Turbo Bear)] [●] the Knock-Out Barrier (No. 2b (2) of the Issue Specific Conditions) of the Warrant (the "**Knock-Out Event**") [[during the Observation Period][on [the][an] Observation Date] (No. 2 (3) of the Issue Specific Conditions) during the Observation Hours (No. 5 (2) of the Issue Specific Conditions) at any time][at the Observation Time (No. 2 (3) of the Issue Specific Conditions)] (referred to in the following as the "**Knock-Out Time**"), the term of the Warrants shall end early at the Knock-Out Time. If the Stop-Loss Cash Amount in accordance with paragraph (2) of this No. 2a is positive, the Warrant Holder shall receive the Stop-Loss Cash Amount. The Issuer will give notice without delay in accordance with No. 4 of the General Conditions that the Observation Price of the Underlying has reached or fallen below [(Mini Long)] [(Unlimited Turbo Bull)] [●] or reached or exceeded [(Mini Short)] [(Unlimited Turbo Bear)] [●] the Knock-Out Barrier.

(2) If the term of the Warrants ends early as a result of a Knock-Out Event, the Issuer shall pay any Stop-Loss Cash Amount to the Warrant Holders.

The "**Stop-Loss Cash Amount**" shall be either the Stop-Loss Intrinsic Value, if the latter is already expressed in the Settlement Currency, or the Stop-Loss Intrinsic Value converted into the Settlement Currency using the Stop-Loss Exchange Rate[, but at least [●]].

The "**Stop-Loss Intrinsic Value**" shall be the difference, expressed in the Reference Currency and multiplied by the Multiplier, by which the Hedge Price is higher than [(Mini Long)] [(Unlimited Turbo Bull)] [●] or lower than [(Mini Short)] [(Unlimited Turbo Bear)] [●] the Strike.

The "**Hedge Price**" shall be a price determined by the Issuer in its reasonable discretion within 120 minutes following the occurrence of the Knock-Out Time as the fair market level of the Underlying, calculated taking into account the calculated proceeds from unwinding the corresponding hedging transactions. For this purpose, the Hedge Price shall be at least equal to the lowest [(Mini Long)] [(Unlimited Turbo Bull)] [●] or highest [(Mini Short)] [(Unlimited Turbo Bear)] [●] price of the Underlying determined within 120 minutes following the occurrence of the Knock-Out Time.

The "**Stop-Loss Exchange Rate**" shall be the exchange rate determined by the Issuer in its reasonable discretion within a maximum of 120 minutes following the occurrence of the Knock-Out Time in place of the Reference Rate for Currency Conversion.

In the event that the Knock-Out Time occurs less than 120 minutes before the end of the normal trading hours of the Underlying, the time available in accordance with the preceding paragraph for the determination of the Hedge Price shall be extended accordingly from the start of the next following exchange session.

If Market Disruption Events within the meaning of No. 7 of the Issue Specific Conditions occur during the time available to the Issuer for the determination of the Hedge Price and if the Issuer has not yet determined the Hedge Price when the Market Disruption Events occur, the time available for the determination of the Hedge Price shall be extended for the duration of the Market Disruption Events. The right of the Issuer to determine the Hedge Price or the Stop-Loss Exchange Rate shall continue to apply during the existence of Market Disruption Events.

If the Market Disruption Events within the meaning of No. 7 of the Issue Specific Conditions continue to exist until the end of the [fifth][●] Banking Day in Frankfurt am Main, at the Auxiliary Location and at the location of the Relevant Exchange following the next Exercise Date for the Warrants and if the Issuer has not yet determined the Hedge Price, the Issuer shall determine the Hedge Price in its reasonable discretion taking into account the market conditions prevailing on that day.

The payment of any Stop-Loss Cash Amount shall be made in accordance with No. 3 (4) of the Issue Specific Conditions, with the proviso that the Stop-Loss Payment Date shall be no later than the [fifth][●] Banking Day in Frankfurt am Main and at the location of the Depository Agent following the determination of the Hedge Price.

No. 2b
Adjustment Amount

(1) The respective "**Strike**" of a series shall be equal on the [Initial Reference Date][Issue Date] to the value specified in Table 1 of the Annex to the Issue Specific Conditions. Subsequently, the Strike shall be adjusted on each calendar day during a Financing Level Adjustment Period

by the Adjustment Amount calculated by the Issuer for that relevant calendar day. The Adjustment Amount for the Warrants may vary. The "**Adjustment Amount**" of a series applying for each calendar day during the respective Financing Level Adjustment Period shall be equal to the result obtained by multiplying the Strike applying on the Adjustment Date falling in that Financing Level Adjustment Period by the Adjustment Rate applicable in that Financing Level Adjustment Period and converted to the amount for one calendar day using the [actual/360][●] day count convention. The resulting Strike for each calendar day shall be rounded to [at least][three][●] decimal places in accordance with standard commercial practice, but the calculation of the next following Strike in each case shall be based on the unrounded Strike for the preceding day. The calculations for the first Financing Level Adjustment Period shall be based on the Strike on the [Initial Reference Date][Issue Date]. [The relevant Strike for each calendar day shall be published on the Issuer's Website.]

(2) The respective "**Knock-Out Barrier**" of a series for the first Financing Level Adjustment Period shall be equal to the value specified in Table 1 of the Annex to the Issue Specific Conditions. For each subsequent Financing Level Adjustment Period, the Knock-Out Barrier shall be determined by the Issuer in its reasonable discretion on the Adjustment Date falling in that Financing Level Adjustment Period, taking into account the market conditions prevailing in each case (in particular taking into account volatility).

In addition, the Issuer shall have the right, on days on which, in the determination of the Issuer, the Strike after Adjustment (in accordance with paragraph (1) of this No. 2b) would be equal to, fall below or exceed the Knock-Out Barrier respectively, to adjust the Knock-Out Barrier in its reasonable discretion at the same time as the Adjustment of the Strike, taking into account the market conditions prevailing in each case (in particular taking into account volatility).

[The relevant Knock-Out Barrier for each calendar day shall be published on the Issuer's Website.]

(3) In the event of dividend payments or other cash distributions equivalent to dividend payments in respect of the Underlying (applicable in the case of shares as the Underlying) or in respect of the shares on which the Underlying is based (applicable in the case of stock indices as the Underlying), the Strike applying in each case and, where relevant, the Knock-Out Barrier shall be adjusted in accordance with No. 2 (3) of the Issue Specific Conditions (Adjustment due to Dividend Payments).

In the event of any Adjustment due to Dividend Payments in respect of a dividend on the shares of an entity formed or incorporated in the United States (a "**U.S. Dividend**"), the Issuer shall calculate an amount (the "**U.S. Dividend Withholding Amount**") that, together with the net dividend amount reflected in the adjustment, equals 100 per cent. of the gross amount of such U.S. Dividend. At the time each such U.S. Dividend is paid, the U.S. Dividend Withholding Amount is deemed to be paid to the Warrant Holder in respect of the Warrants, whereas it shall actually be withheld by the Issuer and deposited with the United States Internal Revenue Service (the "**IRS**").

[(4) The "**Quanto Net Amount**" shall correspond to the Initial Quanto Net Amount specified in Table 1 of the Annex to the Issue Specific Conditions (the "**Initial Quanto Net Amount**"). The Issuer shall be entitled to adjust the Quanto Net Amount with effect as of each [Banking Day][●], if in the reasonable discretion of the Issuer this is made necessary by a change in the costs or income accruing to the Issuer as a result of hedging currency risks, taking account of the rates of interest for the Reference Currency and the Settlement Currency at which the currency hedging has been arranged, the volatility of the Underlying or of the exchange rate between the Reference Currency and the Settlement Currency, and the correlation between the price of the Underlying and the development of the exchange rate. Notice of the Adjustment of the Quanto Net Amount and of the date on which the Adjustment becomes effective shall be given in accordance with No. 4 of the General Conditions. All references to the Quanto Net Amount contained in these Terms and Conditions shall be deemed to be references to the adjusted Quanto Net Amount from the date on which the Adjustment becomes effective.]

No. 3
Exercise of the Option Rights

(1) The Warrants may be exercised by the Warrant Holder only with effect as of an Exercise Date in accordance with No. 2 (3) of the Issue Specific Conditions. For the exercise of the Warrants to be effective, the holder of the respective Warrant must comply with the preconditions set out below with respect to the relevant Exercise Agent at the latest by [10.00 a.m.][●] (local time at the location of the relevant Exercise Agent) on the Exercise Date. The provisions of paragraphs (2) to (4) of this No. 3 shall also apply.

If the Option Rights are exercised via the Exercise Agent in [the **Federal Republic of Germany**][*insert relevant Offer State*: ●], the Warrant Holder must submit to [Citigroup Global Markets Europe AG][●] (the "**Exercise Agent**") at the following address:

[Citigroup Global Markets Europe AG
Attn. Stockevents
Frankfurter Welle
Reuterweg 16
60323 Frankfurt am Main
Federal Republic of Germany][●]

a properly completed ["**Frankfurt**"][●] Exercise Notice for the respective [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)][*insert other identifier*: ●] using the form available from the Issuer (referred to in the following as "**Exercise Notice**") and must have transferred the Warrants intended to be exercised

- to the Issuer crediting its account [No. 7098 at Clearstream Frankfurt [or its account No. 67098 at Clearstream Luxembourg]][●][or
- to Euroclear; and the Issuer must have received confirmation from Euroclear that the Warrants were booked to an account at Euroclear for the benefit of the Warrant

Holder and that Euroclear has arranged for the Warrants to be transferred irrevocably to [the Issuer's account][one of the Issuer's two accounts] referred to above].

The Exercise Notice must specify:

- the [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)] [*insert other identifier*: ●] of the Warrant series and the number of Warrants intended to be exercised and
- the account of the Warrant Holder with a bank in [the Federal Republic of Germany][●] into which the Cash Amount is to be paid. If the Exercise Notice does not specify an account or specifies an account outside [the Federal Republic of Germany][●], a check for the Cash Amount will be sent to the Warrant Holder at his risk by normal post to the address given in the Exercise Notice within [five (5)][●] Banking Days in [Frankfurt am Main] [and] [●] following the Valuation Date.
- Confirmation must also be given that (1) the Warrant Holder is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

(2) The Exercise Notice shall become effective on the Exercise Date according to No. 2 (3) of the Issue Specific Conditions. The Exercise Notice may not be revoked, including during the period prior to the date on which it becomes effective. All of the preconditions set out in No. 3 (1) of the Issue Specific Conditions must be satisfied within [five (5)][●] Banking Days of the occurrence of the first precondition. In any other circumstances, the Issuer shall have the right to return to the Warrant Holder any performances already made by the Warrant Holder without interest at the Warrant Holder's risk and expense; in this event the Exercise Notice shall not become effective.

(3) All taxes or other levies that may be incurred in connection with the exercise of the Warrants shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

The exercise or settlement amount shall be paid in the Settlement Currency without a requirement for the Issuer or the Exercise Agent to give notice of any kind.

(4) The Issuer will transfer any Cash Amount to the Depository Agent on the Payment Date upon Exercise for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer.

No. 4
Termination

(1) The Issuer shall have the right to terminate all of the Warrants of a series during their term with a notice period of [4 weeks][1 month][●] [to the following Exercise Date] by giving notice in accordance with No. 4 of the General Conditions with effect as of the Termination Date specified in the notice (the "**Termination Date**"). [Termination in accordance with this No. 4 may not be affected earlier than [3 months][●] after the [Initial Reference Date][Issue Date].] Each termination notice issued pursuant to this No. 4 is irrevocable and must specify the Termination Date. The Termination shall become effective on the date specified in the announcement of the notice. For the purposes of calculating the Cash Amount in accordance with No. 2 of the Issue Specific Conditions, the date on which the Termination becomes effective shall be deemed to be the Valuation Date within the meaning of these Terms and Conditions.

(2) In the event of Termination by the Issuer, No. 3 of the Issue Specific Conditions shall not apply. The Exercise Date within the meaning of No. 2 (3) of the Issue Specific Conditions shall in this case be the date on which the Termination becomes effective. The Payment Date shall be the Payment Date upon Termination in accordance with paragraph (3) of this No. 4.

(3) In this event, the Issuer will transfer the Cash Amount for all of the Warrants affected by the Termination to the Depository Agent within [five (5)][●] Banking Days at the registered office of the Issuer and at the location of the Depository Agent after the Termination Date for the credit of the Warrant Holders registered with the Depository Agent on the [second][●] day following the Termination Date (referred to in the following as "**Payment Date upon Termination**"). Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer.

In the event that the onward transfer is not possible within three months after the Payment Date upon Termination ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.]

[*in the case of Capped Call or Capped Put Warrants (Product No. 5), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of Capped Call or Capped Put Warrants (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions

(1) The "**Cash Amount**" for each Warrant, subject to the early redemption of the Warrants by the Issuer (No. 2 of the General Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency, but subject to the Maximum Amount. The "**Maximum Cash Amount**" shall be equal to the difference, multiplied by the Multiplier, between the Cap and the Strike (Capped Call Warrants) or the Strike and the Cap (Capped Put Warrants), if it is already expressed in the Settlement Currency, or the difference between the Cap and the Strike (Capped Call Warrants) or the Strike and the Cap (Capped Put Warrants) converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Maximum Cash Amount is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the difference, expressed in the Reference Currency and multiplied by the Multiplier, by which the Reference Price of the Underlying determined on the Valuation Date is higher than (Capped Call Warrants) or lower than (Capped Put Warrants) the respective Strike.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

"**Banking Day**": Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

"**Clearing Territory of the Depository Agent**": [Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]

["**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Issue Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Maturity Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Type of Exercise**": European

"Type of Warrant": [Call][Put] [As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Valuation Date + 1**": [not applicable] [The first Trading Day following the Valuation Date] [●]]

"**Valuation Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

No. 3
Exercise of the Option Rights

(1) The Option Right may be exercised by the Warrant Holder only with effect as of the Valuation Date for the respective Warrant. If the Cash Amount results in a positive value, the Option Right attaching to the respective Warrant shall be deemed to be exercised on the Valuation Date without further preconditions and without the submission of an explicit Exercise Notice (referred to in the following as "**Automatic Exercise**").

(2) The Issuer will transfer any positive Cash Amount to the Depository Agent on the Maturity Date for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

(3) The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer of the Cash Amount or of the fair market value is not possible within three months after the Maturity Date ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.

(4) All taxes or other levies that may be incurred in connection with the payment of the Cash Amount or of the fair market value shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

(5) If the Valuation Date falls between the date on which the Issuer determines that there are grounds for making an Adjustment in accordance with No. 6 of the Issue Specific Conditions and the date on which the Issuer has given notice of the Adjustments (referred to in the following as the "**Adjustment Period**"), the Maturity Date shall be the [first][●] Banking Day common to the registered office of the Issuer and to the location of the Depository Agent following the date on which the Issuer has given notice of the Adjustments for the Valuation Date. The calculation of the Cash Amount in accordance with No. 2 of the Issue Specific Conditions shall be based on the relevant Reference Price of the Underlying on the Valuation Date as well as the Adjustments made by the Issuer.

(6) The Cash Amount and the fair market value shall be paid in the Settlement Currency without a requirement for the Issuer to give notice of any kind.

(7) Investor Representation: Each investor who purchases the Warrants will be deemed to have represented to the Issuer and, if the latter is not also the seller, to the seller of these Warrants

that: (1) he is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

No. 4
(*not applicable*)]

[*in the case of Straddle Warrants (Product No. 6), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of Straddle Warrants (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions

(1) The "**Cash Amount**" for each Warrant, subject to the early redemption of the Warrants by the Issuer (No. 2 of the General Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the absolute difference, expressed in the Reference Currency and multiplied by the Multiplier, between the Reference Price of the Underlying determined on the Valuation Date and the respective Strike. In the event that the Reference Price of the Underlying on the Valuation Date is equal to the Strike, the Intrinsic Value shall amount to zero.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

"**Banking Day**": Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

"**Clearing Territory of the Depository Agent**": [Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]

["**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The

Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Issue Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Maturity Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Type of Exercise**": European

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Valuation Date + 1**": [not applicable] [The first Trading Day following the Valuation Date] [●]]

"**Valuation Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

No. 3
Exercise of the Option Rights

(1) The Option Right may be exercised by the Warrant Holder only with effect as of the Valuation Date for the respective Warrant. If the Cash Amount results in a positive value, the Option Right attaching to the respective Warrant shall be deemed to be exercised on the

Valuation Date without further preconditions and without the submission of an explicit Exercise Notice (referred to in the following as "**Automatic Exercise**").

(2) The Issuer will transfer any positive Cash Amount to the Depository Agent on the Maturity Date for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

(3) The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer of the Cash Amount or of the fair market value is not possible within three months after the Maturity Date ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.

(4) All taxes or other levies that may be incurred in connection with the payment of the Cash Amount or of the fair market value shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

(5) If the Valuation Date falls between the date on which the Issuer determines that there are grounds for making an Adjustment in accordance with No. 6 of the Issue Specific Conditions and the date on which the Issuer has given notice of the Adjustments (referred to in the following as the "**Adjustment Period**"), the Maturity Date shall be the [first][●] Banking Day common to the registered office of the Issuer and to the location of the Depository Agent following the date on which the Issuer has given notice of the Adjustments for the Valuation Date. The calculation of the Cash Amount in accordance with No. 2 of the Issue Specific Conditions shall be based on the relevant Reference Price of the Underlying on the Valuation Date as well as the Adjustments made by the Issuer.

(6) The Cash Amount and the fair market value shall be paid in the Settlement Currency without a requirement for the Issuer to give notice of any kind.

(7) Investor Representation: Each investor who purchases the Warrants will be deemed to have represented to the Issuer and, if the latter is not also the seller, to the seller of these Warrants that: (1) he is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC’s "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

No. 4
(*not applicable*)]

[*in the case of Digital Call or Digital Put Warrants (Product No. 7), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of Digital Call or Digital Put Warrants (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions

(1) The "**Cash Amount**" for each Warrant, subject to the early redemption of the Warrants by the Issuer (No. 2 of the General Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the respective Digital Target Amount multiplied by the respective Multiplier, if the Reference Price of the Underlying on the Valuation Date expressed in the Reference Currency is equal to or higher than the Strike (Digital Call Warrants) or equal to or lower than the Strike (Digital Put Warrants). In the event that the Reference Price of the Underlying on the Valuation Date is lower than the Strike (Digital Call Warrants) or higher than the Strike (Digital Put Warrants), the Intrinsic Value shall amount to zero.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

"**Banking Day**": Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

"**Clearing Territory of the Depository Agent**": [Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]

["**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

"**Digital Target Amount**": [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Issue Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Maturity Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Type of Warrant**": [Call][Put][As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Type of Exercise**": European

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Valuation Date + 1**": [not applicable] [The first Trading Day following the Valuation Date] [●]]

"**Valuation Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

No. 3
Exercise of the Option Rights

(1) The Option Right may be exercised by the Warrant Holder only with effect as of the Valuation Date for the respective Warrant. If the Cash Amount results in a positive value, the Option Right attaching to the respective Warrant shall be deemed to be exercised on the Valuation Date without further preconditions and without the submission of an explicit Exercise Notice (referred to in the following as "**Automatic Exercise**").

(2) The Issuer will transfer any positive Cash Amount to the Depository Agent on the Maturity Date for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

(3) The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer of the Cash Amount or of the fair market value is not possible within three months after the Maturity Date ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.

(4) All taxes or other levies that may be incurred in connection with the payment of the Cash Amount or of the fair market value shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

(5) If the Valuation Date falls between the date on which the Issuer determines that there are grounds for making an Adjustment in accordance with No. 6 of the Issue Specific Conditions and the date on which the Issuer has given notice of the Adjustments (referred to in the following as the "**Adjustment Period**"), the Maturity Date shall be the [first][●] Banking Day common to the registered office of the Issuer and to the location of the Depository Agent following the date on which the Issuer has given notice of the Adjustments for the Valuation Date. The calculation of the Cash Amount in accordance with No. 2 of the Issue Specific Conditions shall be based on the relevant Reference Price of the Underlying on the Valuation Date as well as the Adjustments made by the Issuer.

(6) The Cash Amount and the fair market value shall be paid in the Settlement Currency without a requirement for the Issuer to give notice of any kind.

(7) Investor Representation: Each investor who purchases the Warrants will be deemed to have represented to the Issuer and, if the latter is not also the seller, to the seller of these Warrants that: (1) he is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as

defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

No. 4
(*not applicable*)]

[*in the case of Barrier Warrants with Knock-Out (Up-and-Out Call or Down-and-Out Put Warrants) (Product No. 8), insert:*

No. 1
Option Right

Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (each a "**Warrant Holder**") of Up-and-Out Call or Down-and-Out Put Warrants with Knock-Out (the "**Warrants**"), relating to the Underlying as specified in detail in each case in **Table 1** and **Table 2** of the Annex to the Issue Specific Conditions, the right (the "**Option Right**") to require the Issuer to pay the Cash Amount (No. 2 (1) of the Issue Specific Conditions) or the Termination Amount (No. 2 of the General Conditions) in accordance with these Terms and Conditions.

No. 2
Cash Amount; Definitions; Knock-Out

(1) The "**Cash Amount**" for each Warrant, subject to the occurrence of a Knock-Out Event or the early redemption of the Warrants by the Issuer (No. 2 of the General Conditions), shall be the Intrinsic Value of a Warrant, if the latter is already expressed in the Settlement Currency, or the Intrinsic Value of a Warrant converted into the Settlement Currency using the Reference Rate for Currency Conversion, if the Intrinsic Value is not already expressed in the Settlement Currency.

(2) The "**Intrinsic Value**" of a Warrant shall be the difference, expressed in the Reference Currency and multiplied by the Multiplier, by which the Reference Price of the Underlying determined on the Valuation Date is higher than (Up-and-Out Call Warrants) or lower than (Down-and-Out Put Warrants) the respective Strike.

(3) The following definitions shall apply in these Terms and Conditions:

"**Additional Depository Agents**": [Euroclear System, Brussels] [Clearstream Banking S.A., Luxembourg] [●]

"**Banking Day**": Every day on which the commercial banks in [●] and Frankfurt am Main are open for business, including trade in foreign currencies and the receipt of foreign currency deposits (except for Saturdays and Sundays) [, the TARGET2-System is open and the Depository Agent settles payments]. ["TARGET2-System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any successor system.]

"**Clearing Territory of the Depository Agent**": Federal Republic of Germany] [The Netherlands] [France] [Portugal] [Finland] [●]

["**Currency Conversion Date**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]]

"**Depository Agent**": [Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany] [Euroclear Nederland, Herengracht 459-469, 1017 BS Amsterdam, The

Netherlands] [Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France] [Interbolsa, Av. da Boavista 3433, 4100-138 Porto, Portugal] [Euroclear Finland Ltd., Urho Kekkosen Katu 5 C, 00100 Helsinki, Finland] [●]

["**Exchange Rate Reference Agent**": [Bloomberg L.P.] [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [not applicable] [●]]

"**Exercise Date**": [Valuation Date] [The Banking Day at the respective place of the Exercise Agent pursuant to No. 3 (1), on which the exercise prerequisites pursuant to No. 3 (1) are met for the first time at 10:00 a.m. (local time at the place of the respective Exercise Agent).] [●]

"**Form of the Warrants**": [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent which shall credit the accounts of the account holders. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.] [The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global security and no definitive securities will be issued in respect of the Warrants.] [The Warrants are represented by a Global Bearer Certificate which is deposited with the Depository Agent. Definitive certificates will not be issued during the entire term.] [The Warrants will be cleared through Euroclear Sweden AB (formerly known as VPC AB) and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). The Warrants will be issued in uncertificated book-entry form. No global security and no definitive securities will be issued in respect of the Warrants.]

["**Initial Reference Date**": [●]]

"**Issue Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●][At the earliest the Initial Reference Date, in any case on or before the first settlement date where a transaction has taken place [on a trading venue within the meaning of Art. 4 (1) No. 24 of the Directive 2014/65/EU].]

"**Issuer's Website**": www.citifirst.com (on the product site retrievable by entering the relevant securities identification number for the Security in the search field)

"**Knock-Out Barrier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Knock-Out Cash Amount**": [0.00] [●]

"**Maturity Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [The earlier of the Payment Date upon Exercise or the Maturity Date as specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Minimum Exercise Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof

["**Minimum Trading Volume**": [1][100][●] Warrant(s) per ISIN or an integral multiple thereof]

"**Modified Valuation Date + 1**": [●][not applicable][The first day following the Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Modified Valuation Date**": [●][not applicable][The first Valuation Date on which the Reference Rate for Currency Conversion is determined and published by the Exchange Rate Reference Agent.]

"**Multiplier**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Number of Securities**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Observation Date**": [●]]

["**Observation Period**": [Period from the Issue Date (inclusive) until the Valuation Date (inclusive).] [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]]

["**Observation Time**": [●]]

["**Payment Date upon Exercise**": [not applicable] [At the latest the [fifth] [●] common Banking Day following the Exercise Date at the registered office of the Issuer and the place of the Depository Agent.] [●]]

"**Reference Currency**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

"**Reference Price**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

["**Reference Rate for Currency Conversion**": [The conversion of the Reference Currency into the Settlement Currency will be effected at the price, expressed in indirect quotation, calculated in each case at approximately 2:00 p.m. Frankfurt am Main local time and published for the relevant exchange rate (Settlement Currency – Reference Currency) by the Exchange Rate Reference Agent on the website www.bloomberg.com/markets/currencies/fx-fixings on the Currency Conversion Date [(BFIX RATE)]. [If the method of calculating the Reference Rate for Currency Conversion by the Exchange Rate Reference Agent changes materially or if the Reference Rate is discontinued entirely or the time of the regular publication by the Exchange Rate Reference Agent is changed by more than 30 minutes, the Issuer is entitled to name a suitable replacement at its reasonable discretion.]] [●]]

["**Rollover Date**": [In each case the Trading Day on the Relevant Exchange as specified in Table 2 of the Annex to the Issue Specific Conditions. If, in the view of the Issuer, liquidity in the Underlying on the Relevant Exchange is lacking on this day or a similarly unusual market situation or a Market Disruption pursuant to Section 7 prevails, the Issuer is entitled to designate another Trading Day as the Roll Date.] [●]]

"**Settlement Currency**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Strike**": [As specified in Table 1 of the Annex to the Issue Specific Conditions.] [●]

"**Type of Warrant**": [Up-and-Out-Call][Down-and-Out-Put][As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Type of Exercise**": [European] [American] [As specified in Table 1 of the Annex to the Issue Specific Conditions.]

"**Underlying**": [As specified in Table 2 of the Annex to the Issue Specific Conditions.] [●]

["**Valuation Date + 1**": [not applicable] [The first Trading Day following the Valuation Date] [●]]

"**Valuation Date**": [As specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [In case of an exercise during the Exercise Period, the Valuation Date as specified in Table 2 of the Annex to the Issue Specific Conditions; in case of an Automatic Exercise, the Valuation Date as specified in Table 1 of the Annex to the Issue Specific Conditions. If the Valuation Date is not a Trading Day, the next following Trading Day shall be the Valuation Date.] [●]

(4) If the Observation Price of the Underlying (No. 5 (2) of the Issue Specific Conditions) expressed in the Reference Currency is equal to or exceeds (Up-and-Out Call Warrants) or is equal to or falls below (Down-and-Out Put Warrants) the Knock-Out Barrier of the Warrant specified in Table 1 of the Annex to the Issue Specific Conditions (the "**Knock-Out Event**") [[during the Observation Period][on [the][an] Observation Date] (No. 2 (3) of the Issue Specific Conditions) during the Observation Hours (No. 5 (2) of the Issue Specific Conditions) at any time][at the Observation Time (No. 2 (3) of the Issue Specific Conditions)] (referred to in the following as the "**Knock-Out Time**"), the term of the Warrants shall end early at the Knock-Out Time. In this event, the Cash Amount for each Warrant shall be equal to the Knock-Out Cash Amount (No. 2 (3) of the Issue Specific Conditions) The Issuer will give notice without delay in accordance with No. 4 of the General Conditions that the Observation Price of the Underlying has reached or exceeded (Up-and-Out Call Warrants) or reached or fallen below (Down-and-Out Put Warrants) the Knock-Out Barrier.

No. 3
Exercise of the Option Rights

[[***I. Applicable in the case of Warrants with European Type of Exercise (as indicated for the respective series of Warrants in Table 1 of the Annex to the Issue Specific Conditions):***]

(1) The Option Right may be exercised by the Warrant Holder only with effect as of the Valuation Date for the respective Warrant. If the Cash Amount results in a positive value, the Option Right attaching to the respective Warrant shall be deemed to be exercised on the

Valuation Date without further preconditions and without the submission of an explicit Exercise Notice (referred to in the following as "**Automatic Exercise**").

(2) The Issuer will transfer any positive Cash Amount to the Depository Agent on the Maturity Date for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

(3) The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer of the Cash Amount or of the fair market value is not possible within three months after the Maturity Date ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the [Frankfurt am Main][●] Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.

(4) All taxes or other levies that may be incurred in connection with the payment of the Cash Amount or of the fair market value shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

(5) If the Valuation Date falls between the date on which the Issuer determines that there are grounds for making an Adjustment in accordance with No. 6 of the Issue Specific Conditions and the date on which the Issuer has given notice of the Adjustments (referred to in the following as the "**Adjustment Period**"), the Maturity Date shall be the [first][●] Banking Day common to the registered office of the Issuer and to the location of the Depository Agent following the date on which the Issuer has given notice of the Adjustments for the Valuation Date. The calculation of the Cash Amount in accordance with No. 2 of the Issue Specific Conditions shall be based on the relevant Reference Price of the Underlying on the Valuation Date as well as the Adjustments made by the Issuer.

(6) The Cash Amount and the fair market value shall be paid in the Settlement Currency without a requirement for the Issuer to give notice of any kind.

(7) Investor Representation: Each investor who purchases the Warrants will be deemed to have represented to the Issuer and, if the latter is not also the seller, to the seller of these Warrants that: (1) he is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.]

[[***II. Applicable in the case of Warrants with American Type of Exercise (as indicated for the respective series of Warrants in Table 1 of the Annex to the Issue Specific Conditions):***]

(1) For the exercise of the Warrants to be effective, the holder of the respective Warrant must comply with the preconditions set out below with respect to the relevant Exercise Agent within the Exercise Period for the respective Warrant. The Exercise Period for the Warrants shall begin in each case on the [second][●] Banking Day after the [Initial Reference Date][Issue Date] and shall end in each case at [10.00 a.m.][●] (local time at the location of the relevant Exercise Agent) on the Valuation Date or, if the Reference Price of the Underlying is usually determined before [11.00][●] [a.m.][p.m.] (local time at the location of the relevant Exercise Agent), the Exercise Period ends at [10.00 a.m.][●] (local time at the location of the relevant Exercise Agent) on the last Trading Day preceding the last Valuation Date. The provisions of paragraphs (2) to (4) of this No. 3 II shall also apply.

If the Option Rights are exercised via the Exercise Agent in [the **Federal Republic of Germany**][*insert relevant Offer State*: ●], the Warrant Holder must submit to [Citigroup Global Markets Europe AG][●] (the "**Exercise Agent**") at the following address:

[Citigroup Global Markets Europe AG
Attn. Stockevents
Frankfurter Welle
Reuterweg 16
60323 Frankfurt am Main
Federal Republic of Germany][●]

a properly completed ["**Frankfurt**"][●] Exercise Notice for the respective [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)] [*insert other identifier*: ●] using the form available from the Issuer (referred to in the following as "**Exercise Notice**") and must have transferred the Warrants intended to be exercised

- to the Issuer crediting its account [No. 7098 at Clearstream Frankfurt [[the Issuer's account][]][●][or
- to Euroclear; and the Issuer must have received confirmation from Euroclear that the Warrants were booked to an account at Euroclear for the benefit of the Warrant Holder and that Euroclear has arranged for the Warrants to be transferred irrevocably to [the Issuer's account][one of the Issuer's two accounts] referred to above].

The Exercise Notice must specify:

- the [WKN (German Securities Identification Number)][ISIN (International Securities Identification Number)] [*insert other identifier*: ●] of the Warrant series and the number of Warrants intended to be exercised and
- the account of the Warrant Holder with a bank in [the Federal Republic of Germany][●] into which the Cash Amount is to be paid. If the Exercise Notice does not specify an account or specifies an account outside [the Federal Republic of Germany][●], a check for the Cash Amount will be sent to the Warrant Holder at his

risk by normal post to the address given in the Exercise Notice within [five (5)][●] Banking Days in [Frankfurt am Main] [and] [●] following the Valuation Date.

- Confirmation must also be given that (1) the Warrant Holder is not a U.S. Person (as defined in Regulation S and under CFTC regulation 23.160, and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292, the "**Interpretive Guidance**")), (2) he is not an Affiliate Conduit, based upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors as defined therein and (3) he is not, nor are any obligations owed by him, supported by any guarantee other than any guarantee provided by a person who does not fall within any of the U.S. Person Categories (as defined in the Interpretive Guidance) and who would not otherwise be deemed a "U.S. person" under the Interpretive Guidance.

(2) The Exercise Notice shall become effective on the Exercise Date according to No. 2 (3) of the Issue Specific Conditions. The Exercise Notice may not be revoked, including during the period prior to the date on which it becomes effective. All of the preconditions set out in No. 3 (1) of the Issue Specific Conditions must be satisfied within [five (5)][●] Banking Days of the occurrence of the first precondition. In any other circumstances, the Issuer shall have the right to return to the Warrant Holder any performances already made by the Warrant Holder without interest at the Warrant Holder's risk and expense; in this event the Exercise Notice shall not become effective.

(3) Option Rights that have not been exercised effectively in accordance with paragraphs (1) and (2) shall be deemed, subject to early termination by means of extraordinary termination pursuant to No. 2 of the General Conditions, to be exercised on the final day of the Exercise Period without further preconditions, if the Cash Amount is positive ("**Automatic Exercise**"). In the event of Automatic Exercise, the confirmation referred to in the last sub-paragraph of paragraph (1) shall be deemed to have been given automatically. In any other circumstances, all rights arising from the Warrants that have not been exercised effectively by then shall expire on that day and the Warrants shall become invalid.

(4) All taxes or other levies that may be incurred in connection with the exercise of the Warrants shall be borne and be paid by the Warrant Holders. The Issuer or the paying agent is entitled to withhold any taxes or other levies from the Cash Amount or other amounts payable to the holder that are to be paid by the Warrant Holder in accordance with the preceding sentence.

The exercise or settlement amount shall be paid in the Settlement Currency without a requirement for the Issuer or the Exercise Agent to give notice of any kind.

(5) The Issuer will transfer any Cash Amount to the Depository Agent on the Payment Date upon Exercise for the credit of the Warrant Holders registered with the Depository Agent at the close of business on the preceding Banking Day at the location of the Depository Agent. Upon the transfer of the Cash Amount to the Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid. The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer.]

No. 4
(*not applicable*)]

<u>Part B. Underlying Specific Conditions</u>

[*in the case of an index as the Underlying, insert:*

No. 5
Underlying

(1) The "**Underlying**" shall correspond to the Index specified as the Underlying in Table 2 of the Annex to the Issue Specific Conditions.

(2) The "**Reference Price**" of the Underlying shall correspond to [the price specified as the Reference Price of the Underlying in Table 1 of the Annex to the Issue Specific Conditions][the official closing price of the Index][, as calculated and published on Trading Days by the Relevant Index Calculator specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Relevant Index Calculator**")]. [The "**Observation Price**" of the Underlying shall correspond to the prices calculated and published for the Index on an ongoing basis by the Relevant Index Calculator on Trading Days[(excluding prices calculated on the basis of the midday auction or of another intraday auction)].][In the case of the DAX/X-DAX as the Underlying, the Observation Price of the Underlying [(the "**Observation Price**")] shall correspond to the prices (i) of the DAX® Performance Index (ISIN DE0008469008) or (ii) of the X-DAX® (ISIN DE000A0C4CA0) calculated and published for the Underlying on an ongoing basis by the Relevant Index Calculator on Trading Days (excluding (a) prices calculated on the basis of the midday auction or of another intraday auction and (b) prices which in the opinion of the Issuer are not based on any exchange trading transactions actually carried out).] ["**Observation Hours**" shall be the Trading Hours.][In the case of the DAX/X-DAX as the Underlying, [Observation Hours]["**Observation Hours**"] shall be the hours during which the Relevant Index Calculator normally calculates and publishes prices for (i) the DAX® Performance Index (ISIN DE0008469008) or (ii) the X-DAX® (ISIN DE000A0C4CA0).] "**Trading Days**" shall be days on which the Index is normally calculated and published by the Relevant Index Calculator. "**Trading Hours**" shall be hours during which prices are normally calculated and published for the Index by the Relevant Index Calculator on Trading Days.]

No. 6
Adjustments

(1) The Strike[, the Knock-Out Barrier] [, the Cap] and/or the Multiplier as well as the other features of the Warrants that are relevant for the calculation of the Cash Amount shall be subject to adjustment in accordance with the provisions below (referred to in the following as "**Adjustments**").

(2) Changes in the calculation of the Underlying (including corrections) or in the composition or weighting of the prices or securities on the basis of which the Underlying is calculated shall not result in an adjustment of the Option Right unless, in the reasonable discretion of the Issuer, as a result of a change (including a correction) the new relevant concept and the calculation of the Underlying are no longer comparable with the previous relevant concept or

the previous calculation of the Underlying. This shall apply in particular if a change of whatever nature results in a material change in the value of the Index even though the prices of the individual securities included in the Underlying and their weighting remain the same. The Option Right may also be adjusted in the event that the Underlying is discontinued and/or replaced by another Index. The Issuer shall adjust the Option Right in its reasonable discretion based on the most recently calculated price with the objective of preserving the financial value of the Warrants, and shall determine the date on which the adjusted Option Right shall first apply, taking account of the date of the change. Notice shall be given of the adjusted Option Right and the date on which it first applies in accordance with No. 4 of the General Conditions.

(3) If the Index is discontinued at any time and/or replaced by another Index, the Issuer in its reasonable discretion shall specify the other Index as the Underlying which will be used in the future for the Option Right (the "**Successor Index**"), where necessary adjusting the Option Right in accordance with paragraph (4) of this No. 6. Notice shall be given of the Successor Index and the date on which it first applies in accordance with No. 4 of the General Conditions. All references in these Terms and Conditions to the Index shall then be deemed, insofar as the context allows, to be references to the Successor Index.

(4) Changes in the method of calculating the Reference Price or other prices for the Underlying that are relevant in accordance with these Terms and Conditions, including a change in the Trading Days or Trading Hours relevant for the Underlying and including any subsequent correction by the Relevant Index Calculator of the Reference Price or another price of the Underlying that is relevant in accordance with the Terms and Conditions, shall entitle the Issuer to adjust the Option Right accordingly in its reasonable discretion. The Issuer shall determine the date on which the adjusted Option Right shall first apply, taking account of the date of the change. Notice shall be given of the adjusted Option Right and the date on which it first applies in accordance with No. 4 of the General Conditions.

(5) In the event that the Reference Price or other prices that are relevant for the Underlying in accordance with these Terms and Conditions are no longer calculated and published by the Relevant Index Calculator, but by another person, company or institution which the Issuer considers suitable in its reasonable discretion (the "**New Relevant Index Calculator**"), then the Cash Amount shall be calculated on the basis of the corresponding prices for the Underlying calculated and published by the New Relevant Index Calculator. In addition, all references in these Terms and Conditions to the Relevant Index Calculator shall then be deemed, insofar as the context allows, to be references to the New Relevant Index Calculator. The Issuer shall give notice of the Adjustments and the date on which the Adjustments become effective in accordance with No. 4 of the General Conditions.

(6) If in the reasonable discretion of the Issuer it is not possible, for any reason whatsoever, to adjust the Option Right or to specify a Successor Index, then the Issuer or an expert appointed by the Issuer will be responsible for the continued calculation and publication of the Underlying on the basis of the existing index concept and the most recent value determined for the Index, subject to any Termination of the Warrants pursuant to No. 2 of the General Conditions. Notice shall be given of any continuation of this nature in accordance with No. 4 of the General Conditions.

No. 7
Market Disruption Events

(1) If a Market Disruption Event in accordance with paragraph (2) of this No. 7 exists on the Valuation Date, then the Valuation Date shall be postponed to the next following day which fulfills the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and on which a Market Disruption Event no longer exists. The Issuer shall endeavor to give notice to the Warrant Holders without delay in accordance with No. 4 of the General Conditions that a Market Disruption Event has occurred. However, there shall be no obligation to give notice. If, as a result of the provisions of this paragraph, the Valuation Date has been postponed for [five (5)][●] consecutive days that fulfill the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and if the Market Disruption Event continues to exist on that day as well, then that day shall be deemed to be the Valuation Date and the Issuer shall determine the Cash Amount in its reasonable discretion taking account of the market conditions prevailing on any such deemed Valuation Date.

(2) "**Market Disruption Event**" shall mean

(i) the suspension or restriction of trading generally on the exchanges or markets on which the components of the Index are listed or traded; or

(ii) the suspension or restriction of trading (including the lending market) in individual components of the Index on the respective exchanges or markets on which those assets are listed or traded, or in a futures or options contract relating to the Index on a Futures Exchange on which futures or options contracts relating to the Index are traded (the "**Futures Exchange**");

(iii) the suspension or non-calculation of the Index as the result of a decision by the Relevant Index Calculator,

if that suspension, restriction or non-calculation occurs or exists in the last half-hour before the calculation of the closing price of the Index or of the assets underlying the Index that would normally take place and is material, in the reasonable discretion of the Issuer, for the fulfillment of the obligations arising from the Warrants. A change in the Trading Days or Trading Hours on or during which trading takes place or the Index is calculated does not constitute a Market Disruption Event, provided that the change takes place as the result of a previously announced change in the trading regulations by the exchange or in the rules for calculating the Index by the Relevant Index Calculator.]

[*in the case of shares or securities representing shares as the Underlying, insert*:

No. 5
Underlying

(1) The "**Underlying**" shall correspond to the share or security representing shares specified as the Underlying in Table 2 of the Annex to the Issue Specific Conditions of the Company specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Company**").

(2) The "**Reference Price**" of the Underlying shall correspond to [the price specified as the Reference Price of the Underlying in Table 1 of the Annex to the Issue Specific Conditions][the official closing price of the Underlying][, as calculated and published on Trading Days on the Relevant Exchange specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Relevant Exchange**")]. [The "**Observation Price**" of the Underlying shall correspond to the prices for the Underlying calculated and published on an ongoing basis on the Relevant Exchange on Trading Days.] ["**Observation Hours**" shall be the Trading Hours.] "**Trading Days**" shall be days on which the Underlying is normally traded on the Relevant Exchange. "**Trading Hours**" shall be hours during which the Underlying is normally traded on the Relevant Exchange on Trading Days.]

No. 6
Adjustments

(1) If an Adjustment Event pursuant to paragraph (2) of this No. 6 occurs, the Issuer shall determine whether the relevant Adjustment Event has a diluting, concentrative or other effect on the calculated value of the Underlying and, if such is the case, shall if necessary make a corresponding Adjustment to the affected features of the Warrants (referred to in the following as "**Adjustments**"), which in its reasonable discretion is appropriate in order to take account of the diluting, concentrative or other effect and to leave the Warrant Holders as far as possible in the same position in financial terms as they were in before the Adjustment Event took effect. The Adjustments may relate, *inter alia*, to the Strike[, the Knock-Out Barrier] [, the Cap], the Multiplier and other relevant features, as well as to the replacement of the Underlying by a basket of shares or other assets or, in the event of a merger, by an adjusted number of shares of the absorbing or newly formed company and, where relevant, the specification of a different exchange as the Relevant Exchange and/or a different currency as the Reference Currency. The Issuer may (but is not obliged to) base the determination of this appropriate Adjustment on the adjustment made in response to the relevant Adjustment Event by a futures exchange, on which options or futures contracts on the Underlying are traded at the time of the Adjustment Event, in respect of options or futures contracts on the relevant share traded on that futures exchange.

In the event of an extraordinary dividend on the shares of an entity formed or incorporated in the United States as specified in paragraph (2)(e) of this No. 6, any adjustment in respect of the extraordinary dividend will be calculated by the Issuer net of any withholding tax required to be withheld under Section 871(m) of the U.S. Internal Revenue Code.

(2) An "**Adjustment Event**" shall be:

(a) the subdivision (stock split), combination (reverse stock split) or reclassification of the respective shares or the distribution of dividends in the form of bonus shares or stock dividends or a comparable issue;

(b) the increase in the capital of the Company by means of the issue of new shares in return for capital contributions, with the grant of a direct or indirect subscription right to its shareholders (capital increase for capital contributions);

(c) the increase of the capital of the Company from its own financial resources (capital increase from corporate funds);

(d) the grant by the Company to its shareholders of the right to subscribe for bonds or other securities with option or conversion rights (issue of securities with option or conversion rights);

(e) the distribution of an extraordinary dividend;

(f) the spin-off of a division of the Company in such a way that a new, independent company is formed or the division is absorbed by a third company, with the grant to the shareholders of the Company of shares in either the new company or the absorbing company for no consideration;

(g) the permanent delisting of the Underlying on the Relevant Exchange as a result of a merger by absorption or new company formation or for another reason;

(h) other comparable events that could have a diluting, concentrative or other effect on the calculated value of the Underlying.

(3) Changes in the method of calculating the Reference Price or other prices for the Underlying that are relevant in accordance with these Terms and Conditions, including a change in the Trading Days or Trading Hours relevant for the Underlying, shall entitle the Issuer to adjust the Option Right accordingly in its reasonable discretion. The same applies in the case of securities representing shares as the Underlying in particular in the case of the amendment or addition of the terms of the securities representing shares by its issuer. The Issuer shall determine the date on which the adjusted Option Right shall first apply, taking account of the date of the change.

(4) In the event that the Underlying is permanently delisted on the Relevant Exchange but continues to be listed on another exchange or another market which the Issuer in its reasonable discretion considers to be suitable (the "**New Relevant Exchange**"), then, subject to extraordinary termination of the Warrants by the Issuer pursuant to No. 2 of the General Conditions, the Cash Amount shall be calculated on the basis of the corresponding prices for the Underlying calculated and published on the New Relevant Exchange. In addition, all references in these Terms and Conditions to the Relevant Exchange shall then be deemed, insofar as the context allows, to be references to the New Relevant Exchange.

(5) In the event that a voluntary or compulsory liquidation, bankruptcy, insolvency, winding up, dissolution or comparable procedure affecting the Company is initiated, or in the event of a process as a result of which all of the shares in the Company or all or substantially all of the assets of the Company are nationalized or expropriated or required to be transferred in some

other way to government bodies, authorities or institutions, or if following the occurrence of an event of another kind the Issuer reaches the conclusion that it is not possible to make an Adjustment that would reflect the changes that have occurred appropriately from a financial point of view, then the Issuer will terminate the Warrants pursuant to No. 2 of the General Conditions. The same applies in the case of securities representing shares as the Underlying in particular in the case of insolvency of the custodian bank of the securities representing shares or at the end of the term of the securities representing shares due to a termination by the issuer of the securities representing shares.

(6) The rules described in the preceding paragraphs shall apply analogously to securities representing shares as the Underlying (such as ADRs, ADSs or GDRs).

(7) The Issuer shall give notice of the Adjustments and the date on which the Adjustments become effective in accordance with No. 4 of the General Conditions.

No. 7
Market Disruption Events

(1) If a Market Disruption Event in accordance with paragraph (2) of this No. 7 exists on the Valuation Date, then the Valuation Date shall be postponed to the next following day which fulfills the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and on which a Market Disruption Event no longer exists. The Issuer shall endeavor to give notice to the Warrant Holders without delay in accordance with No. 4 of the General Conditions that a Market Disruption Event has occurred. However, there shall be no obligation to give notice. If, as a result of the provisions of this paragraph, the Valuation Date has been postponed for [five (5)][●] consecutive days that fulfill the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and if the Market Disruption Event continues to exist on that day as well, then that day shall be deemed to be the Valuation Date and the Issuer shall determine the Cash Amount in its reasonable discretion taking account of the market conditions prevailing on any such deemed Valuation Date.

(2) "**Market Disruption Event**" shall mean

(i) the suspension or restriction of trading in the Underlying on the Relevant Exchange, or

(ii) the suspension or restriction of trading (including the lending market) in a futures or options contract relating to the Underlying on a Futures Exchange on which futures or options contracts relating to the Underlying are traded (the "**Futures Exchange**");

if that suspension or restriction occurs or exists in the last half-hour before the calculation of the closing price of the Underlying that would normally take place and is material as determined by the Issuer in its reasonable discretion. A change in the Trading Days or Trading Hours on or during which the Underlying is traded does not constitute a Market Disruption Event, provided that the change takes place as the result of a previously announced change in the trading regulations by the Relevant Exchange.]

[*in the case of exchange rates as the Underlying, insert:*

No. 5
Underlying

(1) The "**Underlying**" shall correspond to the currency pair specified as the Underlying in Table 2 of the Annex to the Issue Specific Conditions.

(2) The "**Reference Price**" of the Underlying shall correspond to the Reference Price for one unit of the Base Currency, expressed in the Price Currency and specified in Table 1 of the Annex to the Issue Specific Conditions, as determined on the Reference Market specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Reference Market**") [and displayed on the Screen Page of the specified financial information service for the Reference Price specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Screen Page**") or a substitute page]. [If the Screen Page is not available on the date specified or if the Reference Price is not displayed, the Reference Price shall be the reference price displayed on the corresponding page of another financial information service. If the Reference Price is no longer displayed in one of the ways described above, the Issuer shall have the right to specify as the Reference Price a reference price calculated in its reasonable discretion on the basis of the market practices applying at that time and taking into account the prevailing market conditions.] The "**Price Currency**" shall correspond to the Reference Currency specified in Table 2 of the Annex to the Issue Specific Conditions. The "**Base Currency**" shall correspond to the Base Currency specified in Table 2 of the Annex to the Issue Specific Conditions. [The "**Observation Price**" of the Underlying shall correspond to the [[middle prices (arithmetic mean of the respective pairs of bid and ask prices quoted)][bid prices][ask prices] for the Underlying as determined by the Issuer in its reasonable discretion, offered on the Reference Market and published on the relevant screen page for the Observation Price [on Trading Days] [at ●] [on an ongoing basis].][[middle prices (arithmetic mean of the respective pairs of bid and ask prices quoted)] [prices] [bid prices] [in case of Call, Bull and Long Warrants] [or] [ask prices] [in case of Put, Bear and Short Warrants] for the Underlying, as determined by the Issuer in its reasonable discretion, continuously displayed on the screen page specified for the Observation Price in Table 2 of the Annex to the Issue Specific Conditions (the "**Screen Page for the Observation Price**") or a substitute page. If the Screen Page for the Observation Price is not available on the date specified or if the [middle price] [price] [bid or ask price] is not displayed, the Observation Price shall be the [middle price] [price] [bid or ask price] displayed on the corresponding page of another financial information service.]] ["**Observation Hours**" shall be the [Trading Hours][period during which [middle price] [price] [bid and ask prices] for the Underlying are normally published on an ongoing basis on the Screen Page for the Observation Price].] "**Trading Days**" shall be days on which prices for the Underlying are normally calculated on the Reference Market and published on the relevant Screen Page for the Reference Market. "**Trading Hours**" shall be hours during which prices are normally calculated for the Underlying on the Reference Market and published on the relevant Screen Page for the Reference Market.

No. 6
Adjustments

(1) If the Underlying has been modified due to conditions of the Reference Market or a third party or due to circumstances set out in the following paragraph, the Issuer shall have the right to adjust the features of the Warrants (referred to in the following as "**Adjustments**").

(2) If one of the currencies (Price or Base Currency) of the Underlying has been replaced in its function as a legal means of payment within a country or a currency area by another currency as the result of measures or sanctions of any kind taken or imposed by a governmental or supervisory authority of such a country or such a currency area, the Issuer shall have the right to adjust these Terms and Conditions in such a way that all references to the relevant currency shall be deemed to be references to the replacement currency. In this context, amounts reported in the currency replaced shall be converted into the replacement currency at the official rate of conversion on the date of such replacement.

(3) Changes in the method of calculating the Reference Price or other prices for the Underlying that are relevant in accordance with these Terms and Conditions, including a change in the Trading Days or Trading Hours relevant for the Underlying, shall entitle the Issuer to adjust the features of the Warrants accordingly in its reasonable discretion. The Issuer shall determine the date on which the adjusted Option Right shall first apply, taking account of the date of the change.

(4) In the event that the Reference Price or other prices that are relevant for the Underlying in accordance with these Terms and Conditions are no longer calculated and published on the Reference Market, but by another person, company or institution which the Issuer considers suitable in its reasonable discretion (the "**New Reference Market**"), then the Cash Amount shall be calculated on the basis of the corresponding prices for the Underlying calculated and published on the New Reference Market. In addition, all references in these Terms and Conditions to the Reference Market shall then be deemed, insofar as the context allows, to be references to the New Reference Market.

(5) The Issuer shall give notice of the Adjustments and the date on which the Adjustments become effective in accordance with No. 4 of the General Conditions.

No. 7
Market Disruption Events

(1) If a Market Disruption Event in accordance with paragraph (2) of this No. 7 exists on the Valuation Date, then the Valuation Date shall be postponed to the next following day which fulfills the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and on which a Market Disruption Event no longer exists. The Issuer shall endeavor to give notice to the Warrant Holders without delay in accordance with No. 4 of the General Conditions that a Market Disruption Event has occurred. However, there shall be no obligation to give notice. If, as a result of the provisions of this paragraph, the Valuation Date has been postponed for [five (5)][●] consecutive days that fulfill the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and if the Market Disruption Event continues to exist on that day as well, then that day shall be deemed to be

the Valuation Date and the Issuer shall determine the Cash Amount in its reasonable discretion taking account of the market conditions prevailing on any such deemed Valuation Date.

(2) "**Market Disruption Event**" shall mean

(i) the suspension or restriction of foreign exchange trading in at least one of the currencies of the currency pair (including options and futures contracts) or the limitation of the convertibility of the currencies of the currency pair or the inability to obtain an exchange rate for the same on economically reasonable terms,

(ii) events other than those described above but whose effects are comparable in economic terms with the events mentioned,

provided that the events referred to above are material as determined by the Issuer in its reasonable discretion.]

[*in the case of commodities as the Underlying, insert:*

No. 5
Underlying

(1) The "**Underlying**" shall correspond to the commodity specified as the Underlying in Table 2 of the Annex to the Issue Specific Conditions.

(2) The "**Reference Price**" of the Underlying shall correspond to the Reference Price of the Underlying specified in Table 1 of the Annex to the Issue Specific Conditions, as determined on the Reference Market specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Reference Market**") [and displayed on the Screen Page of the specified financial information service for the Reference Price specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Screen Page**") or a substitute page. If the Screen Page is not available on the date specified or if the Reference Price is not displayed, the Reference Price shall be the reference price displayed on the corresponding page of another financial information service. If the Reference Price is no longer displayed in one of the ways described above, the Issuer shall have the right to specify as the Reference Price a reference price calculated in its reasonable discretion on the basis of the market practices applying at that time and taking into account the prevailing market conditions.] [The "**Observation Price**" of the Underlying shall correspond to the [middle prices (arithmetic mean of the respective pairs of bid and ask prices quoted)][bid prices][ask prices] for the Underlying as determined by the Issuer in its reasonable discretion, offered on the Reference Market and published on an ongoing basis on the relevant Screen Page for the Observation Price.][bid prices in case of Call, Bull and Long Warrants or ask prices in case of Put, Bear and Short Warrants for the Underlying as determined by the Issuer in its reasonable discretion, continuously displayed on the screen page specified for the Observation Price in Table 2 of the Annex to the Issue Specific Conditions (the "**Screen Page for the Observation Price**") or a substitute page. If the Screen Page for the Observation Price is not available on the date specified or if the bid or ask price is not displayed, the Observation Price shall be the bid or

ask price displayed on the corresponding page of another financial information service.]] ["**Observation Hours**" shall be the [Trading Hours][period during which bid and ask prices for the Underlying are normally published continuously on the Screen Page for the Observation Price].] "**Trading Days**" shall be days on which prices are normally calculated for the Underlying on the Reference Market and published on the relevant Screen Page for the Reference Market. "**Trading Hours**" shall be hours during which prices are normally calculated for the Underlying on the Reference Market and published on the relevant Screen Page for the Reference Market.

No. 6
Adjustments

(1) If the Underlying has been modified due to conditions imposed by the Reference Market or a third party or due to circumstances set out in the following paragraph, the Issuer shall have the right to adjust the features of the Warrants (referred to in the following as "**Adjustments**").

(2) Changes in the method of calculating the Reference Price or other prices for the Underlying that are relevant in accordance with these Terms and Conditions, including a change in the Trading Days or Trading Hours relevant for the Underlying, shall entitle the Issuer to adjust the features of the Warrants accordingly in its reasonable discretion. The Issuer shall determine the date on which the adjusted Option Right shall first apply, taking account of the date of the change.

(3) In the event that the Reference Price or other prices that are relevant for the Underlying in accordance with these Terms and Conditions are no longer calculated and published on the Reference Market, but by another person, company or institution which the Issuer considers suitable in its reasonable discretion (the "**New Reference Market**"), then the Cash Amount shall be calculated on the basis of the corresponding prices for the Underlying calculated and published on the New Reference Market. In addition, all references in these Terms and Conditions to the Reference Market shall then be deemed, insofar as the context allows, to be references to the New Reference Market.

(4) The Issuer shall give notice of the Adjustments and the date on which the Adjustments become effective in accordance with No. 4 of the General Conditions.

No. 7
Market Disruption Events

(1) If a Market Disruption Event in accordance with paragraph (2) of this No. 7 exists on the Valuation Date, then the Valuation Date shall be postponed to the next following day which fulfills the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and on which a Market Disruption Event no longer exists. The Issuer shall endeavor to give notice to the Warrant Holders without delay in accordance with No. 4 of the General Conditions that a Market Disruption Event has occurred. However, there shall be no obligation to give notice. If, as a result of the provisions of this paragraph, the Valuation Date

has been postponed for [five (5)][●] consecutive days that fulfill the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and if the Market Disruption Event continues to exist on that day as well, then that day shall be deemed to be the Valuation Date and the Issuer shall determine the Cash Amount in its reasonable discretion taking account of the market conditions prevailing on any such deemed Valuation Date.

(2) "**Market Disruption Event**" shall mean

(i) the suspension or restriction of trading in or price-setting for the Underlying on the Reference Market, or

(ii) the suspension or restriction of trading in a futures or options contract relating to the Underlying on a Futures Exchange on which futures or options contracts relating to the Underlying are traded (the "**Futures Exchange**").

A restriction of the trading period or Trading Days on the Reference Market shall not constitute a Market Disruption Event if it is based on a previously announced change.]

[*in the case of a fund or an exchange traded fund as the Underlying, insert:*

No. 5
Underlying

(1) The "**Underlying**" shall correspond to the [fund] [exchange traded fund] specified as the Underlying in Table 2 of the Annex to the Issue Specific Conditions.

(2) The "**Reference Price**" of the Underlying shall correspond to the price of the Underlying specified as the Reference Price in Table 1 of the Annex to the Issue Specific Conditions[, as calculated and published on Calculation Dates by the Reference Agent specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Reference Agent**")]. [The "**Observation Price**" of the Underlying shall correspond to the net asset value for the Underlying calculated and published on Calculation Dates by the Reference Agent.] ["**Observation Hours**" shall be the Calculation Hours.] "**Calculation Dates**" shall be days on which the net asset value of [the fund][the exchange traded fund] is normally calculated and published by the Reference Agent. "**Calculation Hours**" shall be hours during which net asset values for [the fund][exchange traded fund] are normally calculated and published by the Reference Agent on Calculation Dates.

No. 6
Adjustments

(1) If one of the Adjustment Events referred to below occurs, the Issuer in its reasonable discretion may adjust the Option Right (referred to in the following as "**Adjustments**") with the aim of preserving the economic value of the Warrants. The Issuer shall determine the date on which the adjusted Option Right applies for the first time, taking into account the duration

of the change. Notice of the adjusted Option Right and the date on which it first applies shall be given without delay in accordance with No. 4 of the General Conditions.

An "**Adjustment Event**" shall mean:

(i) the conversion, subdivision, consolidation or reclassification of the Underlying,

(ii) capital distributions out of the net assets of the Underlying, if they exceed the normal scale of dividends of the Underlying, or

(iii) any other event that gives rise to a need to make an Adjustment similar to the events referred to under (i) and (ii).

(2) If one of the Substitution Events referred to below occurs, the Issuer may in its reasonable discretion determine, where relevant by adjusting the Option Right in accordance with paragraph (2) of this No. 6, which financial instrument shall replace the Underlying in future (the "**Substitute Underlying**"). Notice of the Substitute Underlying and the date on which it first applies shall be given without delay in accordance with No. 4 of the General Conditions. In such cases, all references in these Terms and Conditions to the Underlying shall be deemed to be references to the Substitute Underlying.

"**Substitution Event**" shall mean:

(i) Changes in the calculation of the net asset value (including corrections) or in the composition or weighting of the prices or securities on the basis of which the net asset value is calculated if, as the result of a change (including a correction), the relevant concept and the calculation of the net asset value are no longer comparable with the previous relevant concept or relevant calculation of the net asset value in the reasonable discretion of the Issuer.

(ii) a change or breach of the fund terms and conditions (including, but not limited to, changes in the fund's sales prospectuses) or any other event affecting the [fund][exchange traded fund] or the fund units, such as the dissolution, termination or liquidation of the [fund][exchange traded fund] or the revocation of its authorization or registration, the interruption, postponement or cessation of the calculation and publication of the net asset value by the Reference Agent, or the transfer, attachment or liquidation of material assets of the [funds[exchange traded fund], which in the reasonable discretion of the Issuer has a material adverse effect on the value of the Underlying or

(iii) the existence of a Market Disruption Event pursuant to § 7 of the Issue Specific Conditions which lasts for more than 30 Calculation Dates,

(iv) the investigation of the activities of the fund company specified in the fund terms and conditions or of another responsible party specified in the fund terms and conditions by the relevant supervisory authorities in relation to the existence of unauthorized actions, the breach of a statutory, regulatory or other applicable provision or regulation, or for a similar reason,

(v) the initiation of judicial or regulatory measures against the fund manager or the Reference Agent which in the reasonable discretion of the Issuer could have a material adverse effect on the fund units,

(vi) the suspension of the issuance of new fund units or of the redemption of existing fund units or the compulsory redemption of fund units by the fund company,

(vii) the replacement of the responsible party specified in the fund terms and conditions by a natural or legal person considered by the Issuer to be unsuitable in its reasonable discretion,

(viii) a change in the accounting or tax laws applicable to the fund units in accordance with regulatory requirements,

(ix) an event which makes it impossible or impracticable on a permanent basis to determine the price of the fund units, or

(x) the occurrence of an event that would entitle the Issuer to adjust the Option Right in accordance with paragraph (1) of this No. 6, in circumstances where it is not reasonable for the Issuer to make the Adjustment or the Adjustment cannot be made.

(3) If the Reference Price is no longer officially determined and published by the Reference Agent but by another person, company or institution that the Issuer considers suitable in its reasonable discretion (the **"Substitute Reference Agent"**), then the Cash Amount [or the consideration due on redemption necessary for the purpose of delivering the Underlying] shall be calculated on the basis of the Reference Price officially determined and published by the Substitute Reference Agent. In addition, all references in these Terms and Conditions to the Reference Agent shall then be deemed, insofar as the context allows, to be references to the Substitute Reference Agent.

No. 7
Market Disruption Events

(1) If a Market Disruption Event in accordance with paragraph (2) of this No. 7 exists on the Valuation Date, then the Valuation Date shall be postponed to the next following day which fulfills the criteria for a Valuation Date with respect to the Underlying in accordance with No. 2 (3) of the Issue Specific Conditions and on which a Market Disruption Event no longer exists. The Issuer shall endeavor to give notice to the Security Holders without delay in accordance with No. 4 of the General Conditions that a Market Disruption Event has occurred. However, there shall be no obligation to give notice. If, as a result of the provisions of this paragraph, the Valuation Date has been postponed for [five (5)][●] consecutive days that fulfill the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and if the Market Disruption Event continues to exist on that day as well, then that day shall be deemed to be the relevant Valuation Date with respect to the Underlying and the Issuer shall determine the Cash Amount in its reasonable discretion taking account of the market conditions prevailing with respect to the Underlying on any such deemed Valuation Date.

(2) "**Market Disruption Event**" shall mean

(i) the suspension or restriction of trading generally on the exchange or exchanges or market or markets on which the assets on which the Underlying is based are listed or traded,

(ii) the suspension or restriction of trading in individual assets on which the Underlying is based on the exchange or exchanges or market or markets on which those assets are listed or traded,

(iii) the suspension or non-calculation of the Underlying as the result of a decision by the Reference Agent or for any other reason,

(iv) the suspension or restriction of the valuation of the assets on which the Underlying is based with the consequence that the proper determination of the relevant price of the Underlying for a Calculation Date in accordance with the normal and accepted procedure for determining the relevant price of the [fund][exchange traded fund] is not possible, or

(v) events other than those described above but whose effects are comparable in economic terms with the events mentioned,

if, in the reasonable discretion of the Issuer, that suspension, restriction or non-calculation or the other event occurs or exists in the last half of a Calculation Hour before the calculation of the Reference Price of the Underlying or of the assets on which the Underlying is based that would normally take place and is material for the fulfillment of the obligations arising from the Warrants. A restriction of the trading period or of the number of days on which trading takes place does not constitute a Market Disruption Event, provided that the restriction is the result of a previously announced change in the regulations of the respective exchange or the respective market.]

[*in the case of futures contracts as the Underlying, insert:*

No. 5
Underlying

(1) The "**Underlying**" [shall correspond to the futures contract specified as the Underlying in Table 2 of the Annex to the Issue Specific Conditions [with the Initial Expiry Date specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Initial Expiry Date**")]][on the [Initial Reference Date][Issue Date] shall correspond to the futures contract specified as the Underlying in Table 2 of the Annex to the Issue Specific Conditions with the Relevant Expiry Month of those defined in Table 2 of the Annex to the Issue Specific Conditions next following the [Initial Reference Date][Issue Date] in respect of which a Rollover Date (No. 2 (3) of the Issue Specific Conditions) has not yet occurred on the [Initial Reference Date][Issue Date]].

(2) The "**Reference Price**" of the Underlying shall correspond to the Reference Price of the Underlying specified in Table 1 of the Annex to the Issue Specific Conditions, as determined on the Relevant Exchange specified in Table 2 of the Annex to the Issue Specific Conditions (the "**Relevant Exchange**"). [The "**Daily Settlement Price**" of the Underlying shall correspond to the Daily Settlement Price of the Underlying as determined on the Relevant Exchange.] [The "**Observation Price**" of the Underlying shall correspond to the [prices for the Underlying calculated and published on an ongoing basis on the Relevant Exchange on Trading Days.][prices for the Underlying by the Issuer in its reasonable discretion, displayed

on an ongoing basis on the screen page specified for the Observation Price in Table 2 of the Annex to the Issue Specific Conditions (the "**Screen Page for the Observation Price**") or a substitute page. If the Screen Page for the Observation Price is not available on the date specified or if the price is not displayed, the Observation Price shall be the price displayed on the corresponding page of another financial information service.]] ["**Observation Hours**" [shall be the Trading Hours][shall be the period between [Monday][●][,] [08.00][●] a.m. and [Friday][●][,] [19.00][●] p.m. (in each case local time in [London][*alternative location*: ●])][shall be the period during which prices for the Underlying are normally published continuously on the Screen Page for the Observation Price].] "**Trading Days**" shall be days on which the Underlying is normally traded on the Relevant Exchange. "**Trading Hours**" shall be hours during which the Underlying is normally traded on the Relevant Exchange on Trading Days.

[(3) The futures contract will be replaced in each case [on a Rollover Date] [*insert date of replacement*: ●] [with effect as of the beginning of the [*insert date on which replacement becomes effective*: ●]] by a futures contract with the same contract specifications, and the expiry date of the new relevant futures contract will correspond to [*insert specification of the expiry date*: ●]. The Strike will be adjusted in each case [*insert date of adjustment*: ●] with effect as of the beginning of the [*insert date on which adjustment becomes effective*: ●]. The adjustment shall be made in such a way that the previous relevant Strike[, the Knock-Out Barrier][, the Digital Target Amount][*insert other relevant features:* ●] is reduced (or increased, respectively) by the absolute difference by which the settlement price of the previous relevant futures contract determined for the last Trading Day is higher (or lower, respectively) than the settlement price of the new relevant futures contract.] [by a futures contract with the same contract specifications such that the expiry date of the new relevant futures contract corresponds in each case to the nearest Relevant Expiry Month specified in Table 2 of the Annex to the Issue Specific Conditions. The Strike is adjusted in each case on the Rollover Date [with effect as of [*insert the effective date of the replacement*: [●]]. The Adjustment shall be affected by determining the result, rounded to [at least][three (3)][●] decimal places, of the following calculation as the new Strike:

in the case of [*insert product name including* "*Bull*" *or* "*Long*" *insert:*●] *Warrants*:

$$\text{Strike(new)} = \text{Strike(old)} - (\text{RK(old)} - G) + (\text{RK(new)} + G)$$

in the case of [*insert product name including* "*Bear*" *or* "*Short*" *insert:*●] *Warrants*:

$$\text{Strike(new)} = \text{Strike(old)} - (\text{RK(old)} + G) + (\text{RK(new)} - G)$$

whereby the terms used in the formula shall have the following meaning:

"**Strike(old)**" is the relevant Strike of the Warrants before adjustments according to this paragraph.

"**RK(old)**" corresponds to the Daily Settlement Price on the Rollover Date for the futures contract to be replaced.

"**RK(new)**" corresponds to the Daily Settlement Price on the Rollover Date for the new futures contract.

"**G**" corresponds to transaction fees incurred for the replacement of the futures contract which will be specified by the Issuer at its reasonable discretion. The transaction fees per unit of the Underlying will not exceed the Maximum Transaction Fee specified in Table 2 of the Annex to the Issue Specific Conditions.

[The Knock-Out Barrier will be adjusted on the Rollover Date pursuant to No. 2b (2) of the Issue Specific Conditions following the adjustment of the Strike.]]

No. 6
Adjustments

(1) If the Underlying has been modified due to circumstances set out in the following paragraphs, the Issuer shall have the right to adjust the features of the Warrants (referred to in the following as "**Adjustments**").

(2) If, during the term of the Warrants, changes are made to the concept on which the futures contract is based which are so fundamental that it is no longer comparable with the previous concept as determined by the Issuer in its reasonable discretion, or if trading in the futures contracts is permanently discontinued on the Relevant Exchange, the Issuer will determine a theoretical daily settlement price for each business day of the Relevant Exchange from the date when the changes occur onward. The price shall be determined on the basis of the method of calculation currently used to determine the theoretical contract value (fair value) of the futures contract. In the event that a theoretical daily settlement price is determined, it shall be deemed to be a daily settlement price within the meaning of these Terms and Conditions.

(3) Changes in the method of calculating the Reference Price or other prices for the Underlying that are relevant in accordance with these Terms and Conditions, including a change in the Trading Days or Trading Hours relevant for the Underlying, shall entitle the Issuer to adjust the Option Right accordingly in its reasonable discretion. The Issuer shall determine the date on which the adjusted Option Right shall first apply, taking account of the date of the change.

(4) In the event that the Underlying is permanently delisted on the Relevant Exchange but continues to be listed on another exchange or another market which the Issuer in its reasonable discretion considers to be suitable (the "**New Relevant Exchange**"), then, subject to extraordinary termination of the Warrants by the Issuer pursuant to No. 2 of the General Conditions, the Cash Amount shall be calculated on the basis of the corresponding prices for the Underlying calculated and published on the New Relevant Exchange. In addition, all references in these Terms and Conditions to the Relevant Exchange shall then be deemed, insofar as the context allows, to be references to the New Relevant Exchange.

(5) If the Issuer determines that the continued calculation of the value of the Underlying in accordance with paragraph (2) of this No. 6 is not possible or that, following a change in the Conditions or the tradability of the Underlying, it is not possible for other reasons to make an Adjustment that would reflect the changes that have occurred appropriately from a financial point of view, the Issuer will terminate the Warrants pursuant to No. 2 of the General Conditions.

(6) The Issuer shall give notice of the Adjustments and the date on which the Adjustments become effective in accordance with No. 4 of the General Conditions.

No. 7
Market Disruption Events

(1) If a Market Disruption Event in accordance with paragraph (2) of this No. 7 exists on the Valuation Date, then the Valuation Date shall be postponed to the next following day which fulfills the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and on which a Market Disruption Event no longer exists. The Issuer shall endeavor to give notice to the Warrant Holders without delay in accordance with No. 4 of the General Conditions that a Market Disruption Event has occurred. However, there shall be no obligation to give notice. If, as a result of the provisions of this paragraph, the Valuation Date has been postponed for [five (5)][●] consecutive days that fulfill the criteria for a Valuation Date in accordance with No. 2 (3) of the Issue Specific Conditions and if the Market Disruption Event continues to exist on that day as well, then that day shall be deemed to be the Valuation Date and the Issuer shall determine the Cash Amount in its reasonable discretion taking account of the market conditions prevailing on any such deemed Valuation Date.

(2) "**Market Disruption Event**" shall mean

(i) the suspension or restriction of trading in the Underlying on the Relevant Exchange, or

(ii) a material change to the method of price-setting or the trading conditions with respect to the Underlying on the Relevant Exchange.

A change in the Trading Days or Trading Hours on or during which the Underlying is traded does not constitute a Market Disruption Event, provided that the change takes place as the result of a previously announced change in the trading regulations by the Relevant Exchange.]

2. General Conditions

No. 1
Form of the Warrants;
Collective Custody; Status; Increase of Issue Size; Repurchases

(1) *In case Clearstream Banking Aktiengesellschaft is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

Each series of Warrants issued by the Issuer shall be represented by a global bearer certificate (referred to in the following as "**Global Bearer Certificate**"), which shall be deposited with the Depository Agent in accordance with No. 2 (3) of the Issue Specific Conditions. Definitive Warrants will not be issued during the entire term. Warrant Holders shall have no right to the delivery of definitive securities.

*In case Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. ("**Euroclear Nederland**") is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

The Warrants will be issued in registered form and registered in the book-entry system of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions in accordance with Dutch law. No global certificate and no definitive securities will be issued in respect of the Warrants.

*In case Euroclear France S.A. ("**Euroclear France S.A.**") is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

The Warrants will be issued in dematerialized bearer form (*au porteur*) and inscribed in the books of the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions which shall credit the accounts of the Account Holders. For the purpose of these Terms and Conditions, "**Account Holder**" means any authorised financial intermediary institution entitled to hold securities accounts, directly or indirectly, with the Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions, and includes Euroclear Bank SA/NV and the depository bank for Clearstream Banking, société anonyme. Title to the Warrants will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (*Code monétaire et financier*)) will be issued in respect of the Warrants.

*In case Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. ("**Interbolsa**") is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

The Warrants will be issued in dematerialized form (*forma escritural*) and represented by book entries (*registos em conta*) and centralised through the Central de Valores Mobiliários ("**CVM**") managed by Interbolsa in accordance with Portuguese law. No global certificate and no definitive securities will be issued in respect of the Warrants.

*In case Euroclear Finland Ltd. ("**Euroclear Finland Ltd.**") is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

The Warrants will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. No global certificate and no definitive securities will be issued in respect of the Warrants.

*In case Euroclear Sweden AB ("**Euroclear Sweden**") is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

The Warrants will be issued in registered form and registered in the book-entry system of Euroclear Sweden AB in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479). No global certificate and no definitive securities will be issued in respect of the Warrants.

(2) *In case Clearstream Banking Aktiengesellschaft is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

The Warrants shall be transferred as co-ownership interests in the respective Global Bearer Certificate in accordance with the regulations of the Depository Agent and, outside the Clearing Territory of the Depository Agent, of the Additional Depository Agents in accordance with No. 2 (3) of the Issue Specific Conditions or, in the case of No. 7 (5) of the General Conditions, of other foreign depository agents or custodians.

In case Euroclear Nederland is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

Title to the Warrants will pass by transfer between accountholders at the Depository Agent affected in accordance with the legislation, rules and regulations applicable to and/or issued by the Depository Agent that are in force and effect from time to time.

In case Euroclear France S.A. is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

Title to the Warrants shall pass upon, and transfer of such Warrants may only be affected through, registration of the transfer in the accounts of the Account Holders in accordance with the French Monetary and Financial Code (*Code monétaire et financier*). Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Warrant shall be deemed to be and may be treated as its owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, and no person shall be liable for so treating the holder.

In case Interbolsa is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants will be freely transferable by way of book entries in the accounts of authorized financial intermediaries entitled to hold securities control accounts with Interbolsa on behalf of their customers ("**Affiliate Members of Interbolsa**", which includes any custodian banks appointed by Euroclear Bank SA/NV and Clearstream Banking, société anonyme for the purpose of holding accounts on behalf of Euroclear Bank SA/NV and Clearstream Banking, société anonyme) and each Warrant having the same ISIN shall have the same denomination or unit size (as applicable) and, if admitted to trading on the Euronext Lisbon regulated market ("**Euronext Lisbon**"), such Warrants shall be transferrable in lots at least equal to such denomination or unit multiples thereof.

In case Euroclear Finland Ltd. is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The registration of transfers of the Warrants in the book-entry securities system maintained by Euroclear Finland Ltd. will be made through an authorized account operator. All registration measures relating to the Warrants will be made in accordance with applicable laws and the rules, regulations and operating procedures applicable to and/or issued by Euroclear Finland Ltd. A Warrant Holder is deemed to be a person who is registered in a book-entry account managed by the account operator as holder of a Warrant. Where Warrants are held through an authorized custodial nominee account holder, such nominee account holder shall be deemed to be a Warrant Holder. The Issuer is entitled to receive from Euroclear Finland Ltd. a transcript of the register for the Warrants.

In case Euroclear Sweden AB is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

Title to the Warrants will pass by transfer between accountholders at the Depository Agent affected in accordance with the legislation, rules and regulations applicable to and/or issued by the Depository Agent that are in force and effect from time to time.

(3) The Warrants create direct, unsecured and unsubordinated obligations of the Issuer that rank *pari passu* in relation to one another and in relation to all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of obligations that have priority due to mandatory statutory provisions.

(4) The Issuer shall be entitled to issue further Warrants with the same features at any time, without the consent of the Warrant Holders, by consolidating these with the original Warrants in a single issue and increasing their total volume. In the case of such an Increase of Issue Size, the term "**Warrants**" shall also refer to the additional Warrants issued.

(5) The Issuer shall be entitled to repurchase Warrants via the exchange or by means of off-market transactions at any time and at any price. The Issuer shall be under no obligation to inform the Warrant Holders of such repurchases. The repurchased Warrants may be cancelled, held, resold or used by the Issuer in some other manner.

No. 2
Extraordinary Termination

(1) The Issuer shall have the right to terminate all of the Warrants of a Series extraordinarily by giving notice pursuant to No. 4 of the General Conditions, specifying the Termination Amount defined in accordance with paragraph (3) of this No. 2 and to declare them due for early repayment

(a) on the occurrence at any time of circumstances in which the Issuer is (or, in the determination of the Calculation Agent, there is a reasonable likelihood that, within the next 30 Business Days, the Issuer 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 relevant Warrants (a "**Section 871(m) Event**"), provided that such Section 871(m) Event occurs after the Issue Date of the relevant Warrants, or

(b) on the occurrence of one of the Termination Events described below if an adjustment in accordance with No. 6 of the Issue Specific Conditions is not possible for any reasons whatsoever.

"**Termination Events**" shall be

(a) the occurrence of a circumstance for which the Issuer is not responsible as a result of which the fulfillment of its obligations arising from the Warrants becomes or has become - for whatever reason - in whole or in part unlawful or impracticable or unreasonable from a financial point of view, or

(b) a change in the legal position or regulatory conditions or instructions as a result of which it has become unlawful for the Issuer to maintain its hedge positions, or

(c) the occurrence of a circumstance for which the Issuer is not responsible that makes it impossible or unreasonable for the Issuer (i) to convert the Reference Currency of the Underlying into the Settlement Currency of the Warrants by means of normal and legal transactions on the foreign exchange market or (ii) to transfer deposits held in the Reference Currency of the Underlying from a specific jurisdiction into another, or (iii) the occurrence of other circumstances for which the Issuer is not responsible that have a comparable negative effect on the convertibility of the Reference Currency of the Underlying into the Settlement Currency of the Warrants if the Issuer concludes as a result of these circumstances that conversion of the Reference Currency of the Underlying into the Settlement Currency of the Warrants is no longer possible (the "**Currency Disruption Event**"), or

(d) the occurrence of circumstances for which the Issuer is not responsible pursuant to the provisions of No. 6 of the Issue Specific Conditions (Adjustments), as a result of which it is not possible to make Adjustments that are appropriate from a financial point of view to reflect the changes that have occurred.

(2) Each termination notice issued pursuant to this No. 2 shall be irrevocable. Any Termination by the Issuer pursuant to paragraph (1) of this No. 2 shall become effective on the date on which notice is given in accordance with No. 4 of the General Conditions or, if different, on the Termination Date specified in the announcement of the notice.

(3) In the case of a Termination pursuant to paragraph (1) of this No. 2, the Issuer shall pay to each Warrant Holder in respect of each Warrant held by him an amount (the "**Extraordinary Termination Amount**"), determined by the Issuer in its reasonable discretion as the fair market value of a Warrant. In this event, the Issuer will transfer the Extraordinary Termination Amount for all of the Warrants affected by the Termination to the Depository Agent within fifteen (15) Banking Days at the registered office of the Issuer and at the location of the Depository Agent after the date on which the Termination becomes effective for the credit of the Warrant Holders registered with the Depository Agent on the second Banking Day in Frankfurt am Main and at the location of the Depository Agent following the date on which the Termination becomes effective ("**Payment Date upon Extraordinary Termination**"). Upon the transfer of the Extraordinary Termination Amount to the

Depository Agent, the Issuer shall be released from its payment obligations to the extent of the amount paid.

The Depository Agent has given an undertaking to the Issuer to make a corresponding onward transfer. In the event that the onward transfer is not possible within three months after the Payment Date upon extraordinary termination ("**Presentation Period**"), the Issuer shall be entitled to deposit the relevant amounts with the Frankfurt am Main Local Court for the Warrant Holders at their risk and expense with a waiver of its right to reclaim those amounts. Upon the deposit of the relevant amounts with the Court, the claims of the Warrant Holders against the Issuer shall expire.

No. 3
Presentation Period; Postponement of Maturity

(1) The presentation period in accordance with § 801 (1) sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") shall be reduced to ten years.

(2) If Citigroup Global Markets Europe AG or the relevant paying agent is in fact or in law not able to fulfill its obligations arising from the Warrants in a legally permitted manner in Frankfurt am Main or at the location of the relevant paying agent, respectively, the maturity of those obligations shall be postponed to the date on which it is once again possible in fact and in law for Citigroup Global Markets Europe AG or the relevant paying agent to fulfill its obligations in Frankfurt am Main or at the location of the paying agent, respectively. No rights shall be due to the Warrant Holders against the assets of Citigroup Global Markets Europe AG or the paying agent located in Frankfurt am Main or elsewhere as a result of such a postponement of maturity.

(3) The Issuer will give notice of the occurrence and cessation of an event described in paragraph (2) of this No. 3 without delay in accordance with No. 4 of the General Conditions.

No. 4
Notices

Notices under these Terms and Conditions shall be published on the Issuer's Website (or on an alternative web page which the Issuer shall announce with a notice period of at least six weeks in accordance with this provision) and shall become effective with respect to the Warrant Holders upon such publication, unless a later effective date is specified in the notice. If and to the extent that mandatory provisions of the applicable laws or exchange regulations require notices to be published elsewhere, they shall also be published, where necessary, in the place prescribed in each case.

No. 5
Replacement of the Issuer

(1) The Issuer shall be entitled at all times, without the consent of the Warrant Holders, to designate a different company as issuer (the "**New Issuer**") with respect to all obligations arising from or in connection with the Warrants in place of the Issuer, provided that

(a) the New Issuer assumes all obligations of the Issuer arising from or in connection with the Warrants (the "**Assumption of Obligations**");

(b) the Assumption of Obligations has no negative credit rating, financial, legal or taxation consequences for the Warrant Holders and this is confirmed by an independent Trustee, to be appointed especially for this purpose by the Issuer at its expense, which is a bank or accountancy firm of international standing (the "**Trustee**");

(c) the Issuer or another company authorized by the Trustee provides a guarantee in favor of the Warrant Holders of all of the obligations of the New Issuer arising from the Warrants; and

(d) the New Issuer has received all necessary permissions from the relevant authorities to enable it to fulfill all its obligations arising from or in connection with the Warrants.

(2) In the event of such replacement of the Issuer, all references to the Issuer contained in these Terms and Conditions shall be deemed to be references to the New Issuer.

(3) Notice shall be given of the replacement of the Issuer in accordance with No. 4 of the General Conditions. Upon fulfillment of the conditions described above, the New Issuer shall replace the Issuer in every respect and the Issuer shall be released from all obligations vis-à-vis the Warrant Holders arising from or in connection with the Warrants associated with its function as Issuer.

No. 6
Binding Determinations; Amendments to Terms and Conditions; Termination in the case of errors

(1) Determinations, calculations and other decisions of the Issuer shall, in the absence of manifest error, be binding on all involved parties.

(2) The Issuer has the right and, if the amendment is advantageous for the Warrant Holder, the obligation after becoming aware of obvious spelling and calculation errors in these Terms and Conditions to amend these without the consent of the Warrant Holders in the Tables of the annex to the Issue Specific Conditions as well as in the provisions regarding the determination of the Cash Amount. An error is obvious if it is recognizable for an investor, who has competent knowledge about the relevant type of Warrants, particularly taking into account the Initial Issue Price specified in Table 1 of the Annex to the Issue Specific Conditions and the other factors determining value of the Warrants. In order to determine the obviousness and the relevant understanding of a knowledgeable investor, the Issuer may involve an independent expert. Corrections to these Terms and Conditions are published in accordance with No. 4 of these General Conditions.

(3) The Issuer has the right to amend any contradictory provisions in these Terms and Conditions without the consent of the Warrant Holders. The amendment may only serve to clear up the contradiction and not lead to any other changes to the Terms and Conditions. Furthermore, the Issuer has the right to supplement provisions containing gaps in these Terms and Conditions without the consent of the Warrant Holders. The supplementation may serve only to fill the gap in the provision and may not lead to any other changes to the Terms and Conditions. Amendments pursuant to sentence 1 and supplements pursuant to sentence 3 are permitted only, if they are reasonable for the Warrant Holder taking into account the economic purpose of the Terms and Conditions, particularly if they do not have a material adverse effect on the interests of the Warrant Holders. Amendments or supplements to these Terms and Conditions are published in accordance with No. 4 of these General Conditions.

(4) In the case of an amendment pursuant to paragraph (2) of this No. 6 or amendment or supplement pursuant to paragraph (3) of this No. 6, the Warrant Holder may terminate the Warrants within four weeks after the notification of the correction or amendment or supplement with immediate effect by termination notice in text form to the Paying Agent, if as a consequence of the correction or amendment or supplement, the content or scope of the Issuer’s performance obligation changes in a manner that is not foreseeable for the Warrant Holder and detrimental for it. The Issuer will inform the Warrant Holders in the notification pursuant to paragraph (2) or paragraph (3) of this No. 6 about the potential termination right including the election right of the Warrant Holder regarding the Termination Amount. Termination date for purposes of this paragraph (4) (the "**Correction Termination Date**") is the date on which the Paying Agent receives the termination notice. An effective exercise of the termination by the Warrant Holder requires receipt of a termination statement signed with legally binding effect, which contains the following information: (i) name of the Warrant Holder, (ii) designation and number of Warrants to be terminated, and (iii) designation of a suitable bank account to which the Termination Amount is to be credited.

(5) To the extent that a correction pursuant to paragraph (2) of this No. 6 or amendment or supplement pursuant to paragraph (3) of this No. 6 is out of the question, both the Issuer and each Warrant Holder may terminate the Warrants, if the preconditions for a contestation in accordance with §§ 119 *et seq*. BGB exist vis-à-vis the respective Warrant Holders or vis-à-vis the Issuer. The Issuer may terminate the Warrants in their entirety, but not partially, through a notice in accordance with No. 4 of the General Conditions to the Warrant Holders; the termination must contain information about the Warrant Holder’s election right regarding the Termination Amount. The Warrant Holder may terminate the Warrants vis-à-vis the Issuer by the Paying Agent receiving its termination notice; regarding the content of the termination notice, the rule of paragraph (4) sentence 4 applies accordingly. The termination by a Warrant Holder does not have any effect vis-à-vis the other Warrant Holders. The Termination Date within the meaning of this paragraph (5) (the "**Error Termination Date**") is, in the case of a termination by the Issuer, the date on which notice has been given in accordance with No. 4 of the General Conditions or, in the case of a termination by the Warrant Holder, the date on which the Paying Agent receives the termination notice. The termination must occur without undue delay after the party entitled to terminate has become aware of the cause for termination.

(6) In the case of an effective termination pursuant to paragraph (4) or paragraph (5) of this No. 6, the Issuer will pay a Termination Amount to the Warrant Holders. The Termination Amount (the "**Termination Amount**") corresponds to either (i) the most recently determined market price of a Warrant (as defined below) determined by the Calculation Agent or (ii) upon request of the Warrant Holder, the purchase price paid by the Warrant Holder when acquiring the Warrant, if he documents it to the Paying Agent.

The Issuer will transfer the Termination Amount within three (3) Banking Days after the Termination Date to the Clearing System for credit to the accounts of the depositors of the Warrants or in the case of a termination by the Warrant Holder to the account stated in the termination notice. If the Warrant Holder demands repayment of the paid purchase price after the Termination Date, the amount of the difference, by which the purchase price exceeds the Market Price, is transferred subsequently. The rules of No. 3 of the Issue Specific Conditions concerning the payment terms apply accordingly. By payment of the Termination Amount, all rights of the Warrant Holders from the terminated Warrants lapse. This leaves any claims of the Warrant Holder for compensation of any negative interest according to § 122 paragraph 1 BGB unaffected, unless these claims are excluded due to knowledge or grossly negligent ignorance of the Warrant Holder of the cause for termination in accordance with § 122 paragraph 2 BGB.

If the Warrants are listed on an exchange the Market Price (the "**Market Price**") of the Warrants corresponds to the arithmetic mean of the cash settlement prices (*Kassakurse*), which were published on the three (3) Banking Days immediately preceding the Correction Termination Date or the Error Termination Date (each a "**Termination Date**") at the securities exchange where the Warrants are listed. If a Market Disruption Event pursuant to No. 7 of the Issue Specific Conditions occurred on any of these Banking Days, the cash settlement price on that day is not taken into account when determining the arithmetic mean. If no cash settlement prices were published on all three (3) Banking Days or a Market Disruption Event pursuant to No. 7 of the Issue Specific Conditions existed on all of those days, the Market Price corresponds to an amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Banking Day immediately prior to the Termination Date.

If the Warrants are not listed on an exchange the Market Price (the "**Market Price**") of the Warrants corresponds to an amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Banking Day immediately prior to the Correction Termination Date or the Error Termination Date (each a "**Termination Date**").

No. 7
Miscellaneous

(1) *In case Clearstream Banking Aktiengesellschaft is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:*

The form and content of the Warrants, as well as all rights and obligations arising from the matters regulated in the Conditions, shall be governed in every respect by the laws of the Federal Republic of Germany.

In case Euroclear Nederland is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Dutch law.

In case Euroclear France S.A. is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by French law.

In case Interbolsa is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Portuguese law.

In case Euroclear Finland Ltd. is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Finnish law.

In case Euroclear Sweden AB is specified as Depository Agent pursuant to No. 2 (3) of the Issue Specific Conditions the following applies:

The Warrants shall be governed by the laws of the Federal Republic of Germany, except for No. 1 (1) and (2) of the General Conditions that are governed by Swedish law.

(2) The exclusive place of jurisdiction for all legal actions or other proceedings arising from or in connection with the Warrants shall be Frankfurt am Main.

(3) The place of performance shall be Frankfurt am Main.

(4) If a provision of these Conditions is or becomes invalid or impracticable in whole or in part, the remaining provisions shall continue to be valid. The invalid or impracticable provision shall be replaced by a valid and practicable provision that reflects the economic objectives of the invalid provision as far as legally possible.

(5) The Issuer reserves the right to introduce all of the Warrants or individual Series to trading on other securities exchanges as well, including those in foreign countries, and to offer the Warrants for sale publicly in foreign countries, and in this connection to take all measures necessary for the introduction of the Warrants to trading on the respective exchange or for a public offer.

(6) Notwithstanding anything to the contrary herein, in the event the Issuer becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (each, a "**U.S. Special Resolution Regime**"), the transfer of the Warrants, and the transfer of any interest and obligation in or under the Warrants, from the Issuer will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if the Warrants, and any interest and obligation in or under the Warrants, were governed by the laws of the United States or a state of the United States. In the event the Issuer or any of its affiliates (as such term is defined in, and shall be interpreted in accordance with, 12 United States Code ("**U.S.C.**") 1841(k)) becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights against the Issuer with respect to the Warrants are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if the Warrants were governed by the laws of the United States or a state of the United States. For purposes of this paragraph "**default right**" has the meaning assigned to that term in, and shall be interpreted in accordance with 12 Code of Federal Regulations ("**C.F.R.**") 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.1, as applicable.

VII. FORM OF FINAL TERMS

[*in the case of a Resumption of Offer of Warrants issued under the Base Prospectus dated 25 June 2018 (including any supplements) or the Base Prospectus dated 5 June 2019 (including any supplements) or the Base Prospectus dated 29 May 2020 (including any supplements) insert*: Final Terms dated [*insert date of the Final Terms*] for [*insert name of the Warrants*: ●] relating to [*insert name of the underlying*: ●] to the Base Prospectus dated 29 September 2020 which serve to continue the offer of the [*insert name of the Warrants*: ●] with the securities identification number [WKN ●][●], issued under the Final Terms dated [*insert date of the first Final Terms*] (the "**First Final Terms**") to the [Base Prospectus dated 25 June 2018 (including any supplements)][Base Prospectus dated 5 June 2019 (including any supplements)][Base Prospectus dated 29 May 2020 (including any supplements)] (the "**First Base Prospectus**") after the expiry of the First Base Prospectus. The Terms and Conditions contained in these Final Terms as of [*insert date*] shall govern the resumption of the Offer. The Terms and Conditions contained in the First Final Terms are not relevant to the resumption of the Offer.]

Citigroup Global Markets Europe AG

Frankfurt am Main

(Issuer)

[*in the case of an Increase of Issue Size, insert:* Final Terms dated [*insert date:* ●] **[**(Tranche ●)] (the "[First][●] Increase of Issue Size"), which are being consolidated with the outstanding [*insert description of the Warrants:* ●] ([WKN ●][●]) issued on [*insert date of the first issue:* ●][*insert additional issue where applicable:* ●] under the Base Prospectus dated [*insert date:* ●] into a single issue.]

Final Terms dated

[*insert date:* ●**]**

[*in the case of a replacement of the Final Terms, insert:* **(which replace the Final Terms dated** [*insert date:* ●]**)**]

to the

Base Prospectus for Warrants dated 29 September 2020
as amended from time to time
(the "**Base Prospectus**")

[●] WARRANTS [●] [([*insert marketing name of the Warrant or translation of the name of the Warrant in the language of the offer state*: [●]][, corresponding to Product No. [●] in the Base Prospectus])] relating to the following underlying[s]

[*insert underlying(s):* ●]

[ISIN: ●]

[*insert other identifier*: ●]

[*if the public offering of the Warrants issued under the Base Prospectus dated 29 September 2020 will continue beyond the expiry of the validity of the same Base Prospectus, insert*: The Base Prospectus for Warrants dated 29 September 2020 which serves as basis for [issuance][continuation] of the Warrants described in these Final Terms becomes invalid on 29 September 2021. [On ●] [On or prior] to this date, a succeeding Base Prospectus of Citigroup Global Markets Europe AG as issuer for the issuance, increase, or a resumption or continuation of the offer of Warrants, which will (the "**Succeeding Base Prospectus**") will be published on the Issuer's website www.citifirst.com (under the rider Products>Legal Documents>Base Prospectus. Thereafter, the offering of the Warrants will continue under the Succeeding Base Prospectus, i.e. from this point in time these Final Terms are to be read in conjunction with the Succeeding Base Prospectus, if the Succeeding Base Prospectus provides for a continuation of the offer of the Warrants.]

The subject of the Final Terms are [Call or Put Warrants (Product No. 1)] [Turbo Bull or Bear Warrants with knock-out (Product No. 2)][Limited Turbo Bull or Bear Warrants (Product No. 2)] [Open End Turbo Warrants with knock-out (Product No. 3)][BEST Turbo Bull or Bear Warrants (Product No. 3)] [Mini Future Warrants (Product No. 4)][Unlimited Turbo Bull or Bear Warrants (Product No. 4)] [Capped Call or Capped Put Warrants (Product No. 5)] [Straddle Warrants (Product No. 6)] [Digital Call or Digital Put Warrants (Product No. 7)] [Barrier Warrants (Product No. 8)] [● Warrants (corresponding to Product No. ●)] [(the "**Warrants**", the "**Securities**" or the "**Series**")] relating to [a share][shares] [a security representing shares][securities representing shares] [an index] [indices] [an exchange rate] [exchange rates] [a commodity] [commodities] [a fund] [funds] [an exchange traded fund] [exchange traded funds] [a futures contract] [futures contracts], issued by Citigroup Global Markets Europe AG, Frankfurt am Main (the "**Issuer**").

[*in the case of a Resumption of Offer of Warrants issued under the Base Prospectus dated 25 June 2018 (including any supplements) or the Base Prospectus dated 5 June 2019 (including any supplements) or the Base Prospectus dated 29 May 2020 (including any supplements), insert*: These Final Terms are [Second][●] Final Terms (the "**[Second][●] Final Terms**") which serve to continue the offer of the [*insert name of the Warrants*: ●] with the securities identification number [WKN ●][●] which were issued under the First Final Terms dated [*insert date of the first Final Terms*] to the First Base Prospectus.

The First Base Prospectus and the First Final Terms and any notices which have been published since the issue date of the Warrants with the securities identification number [WKN ●][●] pursuant to the First Final Terms are published on the website www.citifirst.com (under the rider Products>Legal Documents>Base Prospectus and the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field)) and are available in hardcopy at the relevant paying agent free of charge.]

[*in the case of an Increase of Issue Size of Warrants issued under the Base Prospectus dated 29 September 2020, insert*: The [*insert number:* ●] Warrants together with the [*insert number:* ●] Warrants with the securities identification number [WKN ●][●], issued under the Final Terms dated [*insert date:* ●] (the "**First Final Terms**") [*insert additional issue where appropriate:* ●] to the Base Prospectus for Warrants dated 29 September 2020 as amended by any supplements, form a single issue within the meaning of No. 1 (4) of the General Conditions, i.e. they have the same [WKN][●] and – with the exception of the number – the same features (referred to together as the "**Warrants**").

The First Final Terms and any notices which have been published since the issue date of the Warrants with the securities identification number [WKN ●][●] pursuant to the First Final Terms are published on the website www.citifirst.com (under the rider Products>Legal Documents>Base Prospectus and the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field)) and are available in hardcopy at the relevant paying agent free of charge.]

[*in the case of an Increase of Issue Size of Warrants issued under the Base Prospectus dated 25 June 2018 (including any supplements) or the Base Prospectus dated 5 June 2019 (including any supplements), insert*: The [*insert number:* ●] Warrants together with the [*insert number:* ●] Warrants with the securities identification number [WKN ●][●], issued under the Final Terms dated [*insert date:* ●] (the "**First Final Terms**") [*insert additional issue where appropriate:* ●] to the [Base Prospectus dated 25 June 2018 (including any supplements)][Base Prospectus dated 5 June 2019 (including any supplements)] (the "**First Base Prospectus**"), form a single issue within the meaning of No. 1 (4) of the General Conditions, i.e. they have the same [WKN][●] and – with the exception of the number – the same features (referred to together as the "**Warrants**").

The First Base Prospectus and the First Final Terms and any notices which have been published since the issue date of the Warrants with the securities identification number [WKN ●][●] pursuant to the First Final Terms are published on the website www.citifirst.com (see under the rider Products>Legal Documents>Base Prospectus and the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field)) and are available in hardcopy at the relevant paying agent free of charge.]

The Final Terms have been prepared for the purpose of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC as amended from time to time (the "Prospectus Regulation"). In order to obtain all the relevant information the Final Terms must be read in conjunction with the Base Prospectus dated 29 September 2020 as [supplemented by [*insert supplements, as the case may be*: ●] and as] [further] supplemented from time to time in accordance with Article 23 of the Prospectus Regulation.

The Base Prospectus and any supplements thereto are published in accordance with Article 21 of the Prospectus Regulation by making them available free of charge at Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, Federal Republic of Germany and in another form as may be required by law. Furthermore, these documents are published in electronic form on the website www.citifirst.com (see under the rider Products>Legal Documents>Base Prospectus and the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field)).

An issue specific summary is attached to these Final Terms.

INFORMATION ABOUT THE TERMS AND CONDITIONS – ISSUE SPECIFIC CONDITIONS

*With respect to the Series of Warrants, the Issue Specific Conditions applicable to the [Call or Put Warrants] [Turbo Bull or Bear Warrants with knock-out][Limited Turbo Bull or Bear Warrants] [Open End Turbo Warrants with knock-out][BEST Turbo Bull or Bear Warrants] [Mini Future Warrants][Unlimited Turbo Bull or Bear Warrants] [Capped Call or Capped Put Warrants] [Straddle Warrants] [Digital Call or Digital Put Warrants] [Barrier Warrants] [● Warrants], as replicated in the following from the Base Prospectus and supplemented by the information in the Annex to the Issue Specific Conditions as set out below, and the General Conditions contain the conditions applicable to the Warrants (referred to together as the "**Conditions**"). The Issue Specific Conditions should be read in conjunction with the General Conditions.*

[*in the case of a Resumption of Offer of Warrants or an Increase of the Issue Size issued under the Base Prospectus dated 25 June 2018 (including any supplements) or the Base Prospectus dated 5 June 2019 (including any supplements), insert*: The initial issue price in the following Issue Specific Conditions is just a historical indicative price based on the market situation at the date of the beginning of the public offer of the respective Warrants which was in the past. The offer price of the Warrants is determined by the Issuer on the date of the beginning of the public offer based on the particular market situation and is published on this date on the website of the Issuer www.citifirst.com (on the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field))].

[*insert applicable Issue Specific Conditions, consisting of Part A. Product Specific Conditions and Part B. Underlying Specific Conditions (including the Table(s) in the Annex to the Issue Specific Conditions)*: ●]

ANNEX TO THE ISSUE SPECIFIC CONDITIONS

Table 1 – supplementary to Part A. Product Specific Conditions

[Issue Date: ●]
[Initial value date in the Federal Republic of Germany: ●] [*alternative offer country*: ●]

[WKN] [●] / ISIN	Underly-ing	[Type of Warrant]	Quanto	[Issue Date] [/] [Initial Reference Date]	Initial Issue Price	Settle-ment Currency (also "currency of the issue")	Strike [on the [Initial Reference Date][Issue Date]]	Reference Price of the Underlying ("Reference Price")	[Knock-out Barrier] [in the 1st Financing Level Adjust-ment Period] [on the [Initial Reference Date][Issue Date]]	[Adjustment Rate in the 1st Financing Level Adjustment Period] [Initial Quanto net Amount]	[Cap] [Digital Target Amount]	Multi-plier	Valuation Date [[/] Currency Conversion Date] [[/] Start of the Term] [[/] Maturity Date]	Type of Exercise	Num-ber of Securi-ties	[Start of the Observation Period [on the [Initial Reference Date][Issue Date]]] [Observation Date[s]] [Observation Time] [(local time in [Frank-furt am Main][●])]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[*insert further rows in case of multiple series*: ●]																

[

ISIN / Local Trading Code	Underlying	General applicability of U.S. withholding tax pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 on dividends paid by the Company of the Underlying	Expectation of the Issuer as to whether a dividend payment will be made on the underlying during the term of the Security that results in a specific withholding obligation of the Issuer pursuant to Section 871(m)
[●]	[●]	[Yes][No]	[Yes][No]
[*insert further rows in case of multiple series*: ●]			

]

Table 2 – supplementary to Part B. Underlying Specific Conditions

Underlying [Name of company][Share type] [Index type][Unit of weight or other unit of measurement] [[Initial] Expiry Date]	**[ISIN] [/] [Reuters code of the Underlying]** [/] [*insert other identifier:* ●]	**[Relevant Exchange] [/] [[Relevant]Reference Market] [/] [Relevant Index Calculator] [Screen Page] [Screen Page for the Observation Price] [Reference Agent] [Administrator / Listed in the Register of Administrators and Benchmarks]**	**[Relevant Adjustment Exchange [for the Underlying ("Adjustment Exchange")]][Relevant Expiry Months]**	**[Refer-ence Interest Rate / Reuters page]**	**[Base Currency]**	**[Rollover Date] [Maximum Transaction Fee]**	**[Currency Conversion Date]**	**Currency in which the Reference Price is expressed ("Reference Currency")**
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[*insert further rows in case of multiple series*: ●]								

[The following specific meanings shall apply in this context:[

Deutsche Börse, Frankfurt	:	Deutsche Börse AG, Frankfurt, Germany (XETRA)
EUREX	:	EUREX, Frankfurt, Germany
STOXX Limited, Zurich	:	STOXX Limited, Zurich, Switzerland
Dow Jones & Company, Inc.	:	Dow Jones & Company, Inc., New York, U.S.A.
NASDAQ OMX Helsinki	:	NASDAQ OMX Helsinki Ltd., Helsinki, Finland
NASDAQ Stock Market, Inc.	:	NASDAQ Stock Market, Inc., Washington, D.C., U.S.A.
NASDAQ		NASDAQ (NASDAQ Global Select Consolidated, which also takes into account prices at regional stock exhanges)
NDX	:	Nordic Derivatives Exchange (NDX), Stockholm, Sweden
Nikkei Inc.	:	Nikkei Inc., Tokyo, Japan
Standard & Poor’s Corp.	:	Standard & Poor's Corp., New York, N.Y., U.S.A.
AEX Options and Futures Exchange	:	AEX Options and Futures Exchange, Amsterdam, The Netherlands
Bolsa de Derivados Portugal	:	Bolsa de Derivados Portugal, Lisbon, Portugal
EUREX	:	EUREX, Zurich, Switzerland
Euroclear Finland	:	Euroclear Finland Ltd., Helsinki, Finland
Euronext Amsterdam/ Euronext Lisbon/ Euronext Paris	:	Euronext Amsterdam N.V., Amsterdam, The Netherlands/ Euronext Lisbon S.A., Lisbon, Portugal/ Euronext Paris S.A., Paris, France
HSIL	:	Hang Seng Indexes Company Limited (“HSIL”), Hong Kong, China
Madrid stock exchange:	:	Bolsa de Madrid, Madrid, Spain
MEFF	:	Mercado de Futures Financieros Madrid, Madrid, Spain
NYSE	:	New York Stock Exchange, New York, NY, USA
OCC	:	Options Clearing Corporation, Chicago, Illinois, USA
OSE	:	Osaka Securities Exchange, Osaka, Japan
TSE	:	Tokyo Stock Exchange, Tokyo, Japan
SIX Swiss Exchange	:	SIX Swiss Exchange, Switzerland
SOQ	:	Special Opening Quotation ("SOQ“), a special reference price determined at the opening of the exchange. If no SOQ is determined or published on the valuation date, the official closing price of the underlying is the Reference Price.
Average price	:	An average price determined at five-minute intervals during the final day of the term.
Closing price of the DAX Performance Index	:	Where the DAX®/X-DAX® is the underlying, the official closing price of the DAX® Performance Index is the relevant Reference Price.
BFIX	:	The relevant screen of the Bloomberg Terminal
Bloomberg Fixing	:	The official Bloomberg Fixing (BFIX Rate), as calculated in each case at approximately 2:00 pm Frankfurt am Main local time and as published on the website www.bloomberg.com/markets/currencies/fx-fixings
AUD=, AUDJPY=, CAD=, CHF=, EUR=, EURAUD=, EURBRL=, EURCAD=, EURCZK=, EURCHF=, EURGBP=, EURHUF=, EURJPY=, EURMXN=, EURNOK=, EURNZD=, EURPLN=, EURSEK=, EURTRY=, EURZAR=, GBP=, GBPJPY=, JPY=, NZD=, NZDJPY=	:	The relevant screen of the Reuters Monitor Service
LDNXAG=, XAG=, XAU=, XAUFIX=, XPD=, XPDFIX=, XPT=, XPTFIX=	:	The relevant screen of the Reuters Monitor Service.
LBMA Gold Price AM	:	The gold price officially determined by LBMA at 10:30 am (local time in London)
LBMA Gold Price PM	:	The gold price officially determined by LBMA at 3:00 pm (local time in London)
LBMA Silver Price	:	The silver price officially determined by LBMA at 12:00 noon (local time in London)
LBMA Platinum Price AM	:	The platinum price officially determined by LBMA at 9:45 am (local time in London)
LBMA Platinum Price PM	:	The platinum price officially determined by LBMA at 2:00 pm (local time in London)
LBMA Palladium Price AM	:	The palladium price officially determined by LBMA at 9:45 am (local time in London)

LBMA Palladium Price PM	:	The palladium price officially determined by LBMA at 2:00 pm (local time in London)
LBMA	:	London Bullion Market Association, London (www.lbma.org.uk)
LDNXAG=, XAG=, XAU=, XAUFIX=, XPD=, XPDFIX=, XPT=, XPTFIX=	:	The relevant screen of the Reuters Monitor Service
ICE Futures	:	Intercontinental Exchange, London
NYMEX	:	New York Mercantile Exchange, New York
Helsinki Stock Exchange	:	Nasdaq Helsinki Ltd., Helsinki, Finland

][●]

[*in the case of Warrants relating to the DAX®* with reference price "Midday Auction", *insert*:

[Please note the following in the case of Warrants relating to the DAX® with reference price ''Midday Auction'':

The relevant reference price of the Underlying for the determination of the intrinsic value on the valuation date is the EUREX final settlement price (price of the DAX® at the midday auction).

The final settlement price is determined in accordance with the EUREX trading conditions on the basis of the midday auction of the securities included in the DAX® Performance Index in the Xetra® trading system, commencing at 1.00 p.m. (local time Frankfurt am Main). The final settlement price is published on the website www.eurexchange.com> Trading> Production Newsboard and is retrievable by entering "Final Settlement" in the search field (Final Settlement Price ODX[…]".

If the Warrants are exercised during the term (Warrants with American exercise), the closing price of the DAX® Performance Index shall be the relevant reference price. If the exercise falls on the Valuation Day specified in Table 1, the EUREX final settlement price shall be the relevant reference price.]]

[*in the case of Warrants relating to the DAX®/X-DAX®, insert*:

Where the **DAX®/X-DAX®** is the Underlying, the following should be noted:

The relevant observation price for the determination of the knock-out event where the DAX®/X-DAX® is the underlying includes both the prices of the DAX® and the prices of the X-DAX®. In this context, the respective exchange trading hours play a decisive role.

In the case of Turbo/Limited Turbo Warrants, Open End Turbo/BEST Turbo Warrants and Mini Future/Unlimited Turbo Warrants relating to the DAX®/X-DAX® as the Underlying, this means that: the calculation of the DAX® begins from 9.00 a.m. and ends at 5.30 p.m. (in each case local time in Frankfurt am Main) with the prices of the Xetra® closing auction.

The X-DAX®, the indicator for the performance of the DAX® before the exchange opens and after Xetra® closes, is calculated on each exchange day on the basis of DAX® Future prices from 8.00 a.m. until the start of calculation of the DAX® and from 5.45 p.m. until 10.00 p.m. (in each case local time in Frankfurt am Main) including the DAX® Future closing auction.

The period in which the knock-out event can occur is therefore considerably longer than in the case of traditional Turbo/Limited Turbo Warrants, Open End Turbo/BEST Turbo Warrants and Mini Future/Unlimited Turbo Warrants relating to the DAX®. If there are changes to the underlying trading hours, the same changes apply for the purposes of these provisions.

On the valuation date (Turbo/Limited Turbo Warrants) or the exercise/termination date (Open End Turbo/BEST Turbo Warrants and Mini Future/Unlimited Turbo Warrants), the relevant price as the ''Reference Price of the Underlying'' is the official closing price of the DAX® Performance Index.]
]

[*insert other relevant information, if applicable:* ●]

[*For reasons of clarity, the presentation of the tables, in particular the arrangement of the columns, in the Final Terms may differ from the presentation chosen here.*]

ADDITIONAL INFORMATION

Name and address of the paying agents and the calculation agent

Paying agent(s):

[Citigroup Global Markets Europe AG

Frankfurter Welle

Reuterweg 16

60323 Frankfurt am Main, Federal Republic of Germany][●]

Calculation agent:

[Citigroup Global Markets Europe AG

Frankfurter Welle

Reuterweg 16

60323 Frankfurt am Main, Federal Republic of Germany][●]

[Advisers involved in the issue and their function

[*Insert information on advisers and their function if applicable*: ●]]

[Conflicts of interest

[*Insert information on conflicts of interests if applicable*: ●]]

[Offeror and] Offer method

[If the Issuer is not also the offeror of the Warrants: provider of the Warrants is: ●, Legal Entity Identifier (LEI): ●]

[The Warrants are being offered over-the-counter on a continuous basis [in [one] [or] [several] series[, with different features]].

The offer of the Warrants in [Germany][,] [and] [Portugal][,] [and] [France][,] [and] [the Netherlands][,] [and] [Finland] [and] [Sweden] begins on ●].]

[*Insert in case that the offer of the Warrants does not begin simultaneously in all Offer States*: The offer of the Warrants in [Germany] [,][and] [Portugal][,] [and] [France][,] [and] [the Netherlands][,] [and] [Finland] [and] [Sweden] begins on ●].]

[The offer of the Warrants ends [on [●].][with expiration of the validity of the Base Prospectus on 29 September 2021[, subject to an extension beyond this date by publication of a base prospectus which succeeds the Base Prospectus dated 29 September 2020].[Furthermore, the Issuer may terminate the offer of the Warrants early by notice on the Issuer's website www.citifirst.com.]]

[The Warrants are being offered during a subscription period [in [one] [or] [several] series[, with different features,]] at a fixed price plus an issuing premium. When the respective subscription period has ended, the Warrants will be sold over-the-counter.

The subscription period begins on [●] and ends on [●].]

The Issuer reserves the right to terminate [the subscription period][the offer] early for any reason whatsoever. [If a total subscription volume of [●] for the Warrants has been reached prior to the end of the subscription period at any time on a business day, the Issuer will terminate the subscription period for the securities at the relevant time on that business day without prior notice.]

[The Issuer reserves the right to cancel the issue of the Warrants for any reason whatsoever.]

[In particular, the issue of the Warrants depends, among other things, on whether the Issuer has received a total volume of at least [●] valid subscription applications for the Warrants by the end of the subscription period. If this condition is not met, the Issuer may cancel the issue of the Warrants at the end of the subscription period.]

[If the Subscription Period is terminated early or extended or if no issuance occurs, the Issuer will publish a corresponding notice on the website www.citifirst.com (on the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field)).]

[*Where appropriate, include further information relating to the possibility of reducing subscriptions and the method of reimbursement to subscribers of the amount overpaid, as well as the method and date of public announcement of the results of the offer:* ●.]

[*where applicable*: Minimum subscription amount: [●] Warrants]

[*where applicable*: Maximum subscription amount: [●] Warrants]

[Entities that have undertaken to take over the issue: [●]

Date of the takeover agreement: [●]]

[*If applicable, insert the name and address of the coordinator(s) of the global offer or of single parts of the offer and, if applicable, of the places in the various countries where the offer takes place*: ●]

Listing and trading

[Application has been made to [admit][include] the Warrants [to] [trading] [in the] [regulated market] [[regulated] unofficial market] on [the] [Frankfurt] [and] [Stuttgart] [●] [[Stock]] Exchange[s], which [is][are] [not] [a] regulated market[s] within the meaning of Directive 2004/39/EC] [starting from [●]]. [The Warrants have been [admitted to][included in] the [regulated] [●] market of the [●] securities exchange, which [is][are] [not] [a] regulated market[s] within the meaning of Directive 2004/39/EC.]

[It cannot be guaranteed that the listing will be permanently maintained even after the Warrants are listed. It is also possible that the listing on the stock exchange, on which the Warrants were initially listed, will be discontinued and a listing is requested on another stock exchange or in another segment. Such an amendment would be published on the website of the Issuer.]

[*In case of a listing at the Euronext Lisbon, insert*:

Market Maker Agreement

On [*insert date*: ●] Euronext Lisbon and the Issuer have entered into a market maker agreement relative to warrants, warrants and reverse convertibles[, as amended on [*insert date*: ●]].

Representative of the Issuer to Euronext Lisbon related matters

The representative of the Issuer for the liaison with the market is:

Name: [●]

Address: [●]

Phone: [●]

Clause for not undertaking responsibility

The request for listing of the [*insert name of the Warrants*: ●] in the Euronext Lisbon does not mean that the respective listing decision represents any kind of guarantee with respect to the information included in the term sheet, the Issuer's present or future economic and financial situation and the quality of the listed Warrants, under the terms of Rule LI 4.3.11 of NYSE Euronext Lisbon Regulation II (Non-Harmonised Market Rules).]

[Not applicable. Admission to trading on a regulated market or unofficial market on a stock exchange for the Warrants is not planned.]

Consent to the use of the Prospectus

[The Issuer consents to the use of the Prospectus by all financial intermediaries (general consent). The general consent to the subsequent resale and final placement of the securities by the financial intermediar[y][ies] is given with respect to [Germany][,] [and] [Portugal][,] [and] [France][,] [and] [the Netherlands][,] [and] [Finland] [and] [Sweden].]

[The Issuer consents to the use of the Prospectus by the following financial intermediaries (individual consent): [●]. The individual consent to the subsequent resale and final placement of the securities by the financial intermediar[y][ies] is given with respect to [Germany][,] [and] [Portugal][,] [and] [France][,] [and] [the Netherlands][,] [and] [Finland] [and] [Sweden].]

[Furthermore, this consent is given under the following condition: [●].]

[The subsequent resale and final placement of the securities by financial intermediaries may take place [during the period from [●] until [●] (the "**Offer Period**")] [during the period of validity of the Base Prospectus] [*insert offer period:* ●] [- subject to an early termination of the offer of the Warrants by the Issuer]. [An early termination of the offer shall, where appropriate, be effected by notice on the Issuer's website.]]

Issue price, price calculation and costs and taxes on purchase

The initial issue price is specified in Table 1 of the Annex to the Issue Specific Conditions.

[No costs or taxes of any kind for the Security Holders will be deducted by the Issuer whether the Warrants are purchased off-market (in countries where this is permitted by law) or via a stock exchange. Such costs or taxes [(see below for possible payments of sales commissions)] should be distinguished from the fees and costs charged to the purchaser of the Warrants by his bank for executing the securities order, which are generally shown separately on the statement for the purchase transaction in addition to the price of the Warrants. The latter costs depend solely on the particular terms of business of the Warrant purchaser's bank. In the case of a purchase via a stock exchange, additional fees and expenses are also incurred. Furthermore, Security Holders are generally charged an individual fee in each case by their bank for managing the securities account. Notwithstanding the foregoing, profits arising from the Warrants or capital represented by the Warrants may be subject to taxation.]

[The Issuer allows a sales commission of [up to] [●] per cent. in respect of these Warrants. The sales commission is based on the initial issue price or, if greater, on the selling price of the Warrant in the secondary market.]

[*Insert description of concrete costs, indicating the expenses contained in the price to the extent that they are known in accordance with Regulation (EU) No 1286/2014 or Directive 2014/65/EU*: ●]

Information on the underlying

[*Insert a description of the respective underlying and an indication where information about the past and future performance of the underlying and/or the basket constituents and its volatility can be obtained*: ●]

[*in the case of an index as Underlying and if such index is provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer, insert*: The Issuer makes the following statements:

- the complete set of rules of the index and information on the performance of the index are freely accessible on the website[s] of the [Issuer www.citifirst.com (on the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field))][*insert other website(s)*: ●] [and] [the Index [Calculator] [Sponsor] (www.[*insert website(s) of the applicable Index Calculator or Sponsor*: ●])]; and
- the governing rules (including methodology of the index for the selection and the rebalancing of the components of the index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.]

[The Underlying is a benchmark within the meaning of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the

"**Benchmark Regulation**") and is provided by [●] [the Administrator[s] specified in Table 2 of the Annex to the Issue Specific Conditions above] ([each an] "**Administrator**"). [As of the date of these Final Terms, the [[●][Administrator] is] [Administrators are] [not] [and [●] is not] listed in the register of administrators and benchmarks prepared and administered by the European Securities and Markets Authority in accordance with Article 36 of the Benchmark Regulation.] [Table 2 of the Annex to the Issue Specific Conditions above also indicates whether the [Administrator is] [Administrators are] included in the register of administrators and benchmarks prepared and administered by the European Securities and Markets Authority in accordance with Article 36 of the Benchmark Regulation.]]

Publication of additional information

[The Issuer does not intend to provide any additional information about the underlying.] [The Issuer has provided additional information about the underlying under [●] [and will update this information continuously following the issue of the Warrants]. This information includes [●].]

The Issuer will publish additional notices described in detail in the Terms and Conditions. Examples of such notices are adjustments of the features of the Warrants as a result of adjustments relating to the underlying which may, for example, affect the conditions for calculating the cash amount or a replacement of the underlying. A further example is the early redemption of the Warrants if an adjustment cannot be made.

Notices under these Terms and Conditions are generally published on the Issuer's website. If and to the extent that mandatory provisions of the applicable laws or exchange regulations require notices to be published elsewhere, they will also be published, where necessary, in the place prescribed in each case.

ANNEX - ISSUE SPECIFIC SUMMARY

[*the issue specific summary is to be appended to the Final Terms by the Issuer*]

VIII. CERTAIN CONSIDERATIONS FOR ERISA AND OTHER U.S. EMPLOYEE BENEFIT PLANS

Subject to the following discussion, the Securities may be acquired with assets of an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income and Security Act of 1974, as amended ("**ERISA**"), that is subject to Title I of ERISA, a "plan" as defined in and subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), and any entity deemed to hold "plan assets" of the foregoing (each, a "**Benefit Plan Investor**"), as well as by governmental plans (as defined in Section 3(32) of ERISA), church plans (as defined in Section 3(33) of ERISA) or other plans (collectively, with Benefit Plan Investors, referred to as "**Plans**"). Section 406 of ERISA and Section 4975 of the Code prohibit a Benefit Plan Investor from engaging in certain transactions with persons that are "parties in interest" under ERISA or "disqualified persons" under the Code with respect to such Benefit Plan Investor. A violation of these "prohibited transaction" rules may result in an excise tax or other penalties and liabilities under ERISA and the Code for such persons or the fiduciaries of such Benefit Plan Investor. In addition, Title I of ERISA requires fiduciaries of a Benefit Plan Investor subject to ERISA to make investments that are prudent, diversified and in accordance with the governing plan documents. Plans that are governmental plans (as defined in Section 3(32) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA), are not subject to the fiduciary and prohibited transaction provisions of ERISA or Section 4975 of the Code. However, such plans might be subject to similar restrictions under applicable law ("**Similar Law**").

An investment in the Securities by or on behalf of a Benefit Plan Investor could give rise to a prohibited transaction if the Issuer or any of its respective affiliates is or becomes a party in interest or a disqualified person with respect to such Benefit Plan Investor. Certain exemptions from the prohibited transaction rules could be applicable to in the acquisition or holding of the Securities by a Benefit Plan Investor depending upon the type and circumstances of the plan fiduciary making the decision to acquire such investment and the relationship of the party in interest or disqualified person to the Benefit Plan Investor. Included among these exemptions are: Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code for certain transactions between a Benefit Plan Investor and persons who are parties in interest or disqualified persons solely by reason of providing services to the Benefit Plan Investor or being affiliated with such service providers; Prohibited Transaction Class Exemption ("**PTCE**") 96-23, regarding transactions affected by "in-house asset managers"; PTCE 95-60, regarding investments by insurance company general accounts; PTCE 91-38, regarding investments by bank collective investment funds; PTCE 90-1, regarding investments by insurance company pooled separate accounts; and PTCE 84-14, regarding transactions affected by "qualified professional asset managers". Even if the conditions specified in one or more of these exemptions are met, the scope of the relief provided by these exemptions might or might not cover all acts that might be construed as prohibited transactions. There can be no assurance that any of these, or any other exemption, will be available with respect to any particular transaction involving the Securities, and prospective investors that are Benefit Plan Investors should consult with their legal advisors regarding the applicability of any such exemption.

By acquiring a Security, each purchaser and transferee (and if the purchaser or transferee is a Plan, its fiduciary) is deemed to represent and warrant that either: (a) it is not, and for so long as it holds the Security will not be, acquiring or holding a Security with the assets of a Benefit Plan

Investor or a Plan that is subject to Similar Law, or (b) the acquisition and holding of the Security will not, in the case of a Benefit Plan Investor, give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code because such acquisition and holding satisfies the conditions for relief under an applicable prohibited transaction exemption or, in the case of a Plan subject to Similar Law, result in a violation of Similar Law.

IX. SELLING RESTRICTIONS

1. General

The distribution of the Base Prospectus and the offer of the Warrants may be restricted by legal requirements in certain countries.

With respect to all activities in connection with the Warrants, in particular their purchase or sale or the exercise of the Warrant rights attaching to the Warrants, the statutory provisions in force in the respective country must be observed by the Security Holders and all other market participants involved. A public offer of the Warrants may normally only be made if a sales prospectus and/or a stock exchange prospectus in compliance with the statutory requirements of the country in which the public offer is being made has been approved by the relevant authority and published beforehand. The prospectus must normally be published by the person making the relevant offer in the respective jurisdiction. The Warrants may be offered or sold only if all applicable securities laws and regulations in force in the jurisdiction in which a purchase, offer, sale or delivery of Warrants is made or in which this document is circulated or kept for inspection have been complied with, and if all consents or authorizations required for the purchase, offer, sale or delivery of the Warrants in accordance with the legal norms in force in that jurisdiction have been obtained and no liabilities of any kind arise for the Issuer.

2. United States of America

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States and no person has registered nor will register as a commodity pool operator of the Issuer or a commodity trading advisor under the U.S. Commodity Exchange Act of 1936, as amended (the "**CEA**"**),** and the rules of the Commodity Futures Trading Commission ("**CFTC**") thereunder (the "**CFTC Rules**"). Furthermore, the Issuer has not been registered and will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended.

Consequently, Securities may not be offered, sold, pledged, resold, delivered or otherwise transferred at any time except in an "offshore transaction" (as such term is defined under Regulation S under the Securities Act ("**Regulation S**")) to persons that are Permitted Purchasers. If a Permitted Purchaser acquiring Securities is doing so for the account or benefit of another person, such other person must also be a Permitted Purchaser. The Issuer has the right to compel any beneficial owner that is not a Permitted Purchaser to (a) sell its interest in the relevant Securities to a Permitted Purchaser or (b) transfer its interest in such Securities to the Issuer and, if the latter is not also the seller, to the seller of these Securities, in each case, at a price equal to the least of (i) the purchase price therefore paid by the beneficial owner, (ii) 100 per cent. of the principal amount thereof and (iii) the fair market value thereof.

"**Permitted Purchaser**" means any person that:

(a) is not a "U.S. person" as such term is defined under Rule 902(k)(1) of Regulation S;

(b) does not come within any definition of U.S. person for any purpose under the CEA or any CFTC rule, guidance or order proposed or issued under the CEA (for the avoidance of doubt, any person who is not a "Non-United States person" as such term is defined under CFTC Rule 4.7(a)(1)(iv), under the Commission regulation 23.160 and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292), shall be considered a U.S. person); and

(c) is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

As defined in Rule 902(k)(1) and (2) of Regulation S, "**U.S. person**" means:

(a) any natural person resident in the United States;

(b) any partnership or corporation organized or incorporated under the laws of the United States;

(c) any estate of which any executor or administrator is a U.S. person;

(d) any trust of which any trustee is a U.S. person;

(e) any agency or branch of a foreign entity located in the United States;

(f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and

(h) any partnership or corporation if:

  (i) organized or incorporated under the laws of any foreign jurisdiction; and

  (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

The following are not "U.S. persons":

(i) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

(ii) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:

  (A) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and

(B) The estate is governed by foreign law;

(iii) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;

(iv) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(v) Any agency or branch of a U.S. person located outside the United States if:

(A) The agency or branch operates for valid business reasons; and

(B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

(vi) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

As defined in CFTC Rule 4.7(a)(1)(iv), modified as indicated above, "**Non-United States person**" means:

(a) a natural person who is not a resident of the United States;

(b) a partnership, corporation or other entity, other than an entity organized principally for passive investment, organized under the laws of a foreign jurisdiction and which has its principal place of business in a foreign jurisdiction;

(c) an estate or trust, the income of which is not subject to United States income tax regardless of source;

(d) an entity organized principally for passive investment such as a pool, investment company or other similar entity; provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons represent in the aggregate less than 10 per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of part 4 of the Commodity Futures Trading Commission’s regulations by virtue of its participants being Non-United States persons; and

(e) a pension plan for the employees, officers or principals of an entity organized and with its principal place of business outside the United States.

As defined in the CFTC's Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations, 78 Fed. Reg. 45292 (26 July 2013), "**U.S. person**" includes, but is not limited to:

(a) any natural person who is a resident of the United States;

(b) any estate of a decedent who was a resident of the United States at the time of death;

(c) any corporation, partnership, limited liability company, business or other trust, association, jointstock company, fund or any form of enterprise similar to any of the foregoing (other than an entity described in paragraphs (d) or (e), below) (a "**legal entity**"), in each case that is organized or incorporated under the laws of a state or other jurisdiction in the United States or having its principal place of business in the United States;

(d) any pension plan for the employees, officers or principals of a legal entity described in clause (c), unless the pension plan is primarily for foreign employees of such entity;

(e) any trust governed by the laws of a state or other jurisdiction in the United States, if a court within the United States is able to exercise primary supervision over the administration of the trust;

(f) any commodity pool, pooled account, investment fund, or other collective investment vehicle that is not described in paragraph (c) and that is majority-owned by one or more persons described in paragraphs (a), (b), (c), (d), or (e), except any commodity pool, pooled account, investment fund, or other collective investment vehicle that is publicly offered only to non-U.S. persons and not offered to U.S. persons;

(g) any legal entity (other than a limited liability company, limited liability partnership or similar entity where all of the owners of the entity have limited liability) that is directly or indirectly majority owned by one or more persons described in paragraphs (a), (b), (c), (d), or (e) and in which such person(s) bears unlimited responsibility for the obligations and liabilities of the legal entity; and

(h) any individual account or joint account (discretionary or not) where the beneficial owner (or one of the beneficial owners in the case of a joint account) is a person described in paragraphs (a), (b), (c), (d), (e), (f), or (g).

Each Global Note representing a Series of Securities will bear a legend to the following effect:

THE SECURITIES REPRESENTED BY THIS GLOBAL NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND NO PERSON HAS REGISTERED NOR WILL REGISTER AS A COMMODITY POOL OPERATOR OF THE ISSUER OR A COMMODITY TRADING ADVISOR UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND THE RULES OF THE COMMODITY FUTURES TRADING COMMISSION ("**CFTC**") THEREUNDER

(THE "**CFTC RULES**"). FURTHERMORE, THE ISSUER HAS NOT BEEN REGISTERED AND WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED.

CONSEQUENTLY, THE SECURITIES REPRESENTED BY THIS GLOBAL NOTE MAY NOT BE OFFERED, SOLD, PLEDGED, RESOLD, DELIVERED OR OTHERWISE TRANSFERRED AT ANY TIME EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION OF A SECURITY OR OF A BENEFICIAL INTEREST THEREIN, THE ACQUIRER:

(1) REPRESENTS THAT

(A) IT ACQUIRED THE SECURITY OR SUCH BENEFICIAL INTEREST IN AN "OFFSHORE TRANSACTION" (AS SUCH TERM IS DEFINED UNDER REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S"**));

(B) IT IS NOT A "U.S. PERSON" AS SUCH TERM IS DEFINED UNDER RULE 902(k)(1) OF REGULATION S; IT DOES NOT COME WITHIN ANY DEFINITION OF U.S. PERSON FOR ANY PURPOSE UNDER THE CEA OR ANY CFTC RULE, GUIDANCE OR ORDER PROPOSED OR ISSUED BY THE CFTC UNDER THE CEA (FOR THE AVOIDANCE OF DOUBT, ANY PERSON WHO IS NOT A "NON-UNITED STATES PERSON" AS SUCH TERM IS DEFINED UNDER CFTC RULE 4.7(a)(1)(iv), UNDER THE COMMISSION REGULATION 23.160 AND THE CFTC'S INTERPRETIVE GUIDANCE AND POLICY STATEMENT REGARDING COMPLIANCE WITH CERTAIN SWAP REGULATIONS, 78 FED. REG. 45292 (26 JULY 2013), SHALL BE CONSIDERED A U.S. PERSON); AND IT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") (ANY PERSON FALLING WITHIN THIS CLAUSE (B), A "**PERMITTED PURCHASER**");

(C) EITHER (1) IT IS NOT AND WILL NOT BE (I) AN EMPLOYEE BENEFIT PLAN AS DESCRIBED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (II) A PLAN DESCRIBED IN SECTION 4975(e)(1) OF THE CODE, THAT IS SUBJECT TO SECTION 4975 OF THE CODE, (III) AN ENTITY WHOSE ASSETS ARE TREATED AS ASSETS OF ANY OF THE FOREGOING (EACH OF (I), (II) AND (III) ARE REFERRED TO AS "**BENEFIT PLAN INVESTORS**") OR (IV) ANY PLAN THAT IS SUBJECT TO A LAW THAT IS SIMILAR TO THE FIDUCIARY RESPONSIBILITY OR PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR (2) THE ACQUISITION AND HOLDING OF THE SECURITIES WILL NOT, IN THE CASE OF A BENEFIT PLAN INVESTOR, GIVE RISE TO A NONEXEMPT

PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE BECAUSE SUCH ACQUISITION AND HOLDING SATISFIES THE CONDITIONS FOR RELIEF UNDER AN APPLICABLE PROHIBITED TRANSACTION EXEMPTION OR, IN THE CASE OF A PLAN SUBJECT TO SIMILAR LAW, RESULT IN A VIOLATION OF ANY SIMILAR LAW; AND

(D) IF IT IS ACQUIRING THE SECURITY OR A BENEFICIAL INTEREST THEREIN FOR THE ACCOUNT OR BENEFIT OF ANOTHER PERSON, SUCH OTHER PERSON IS ALSO A PERMITTED PURCHASER;

(2) AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOT, AT ANY TIME DURING THE TERM OF THE SECURITY, OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THE SECURITY OR ANY BENEFICIAL INTEREST THEREIN, AS APPLICABLE, EXCEPT TO A PERMITTED PURCHASER ACTING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OR BENEFIT OF ANOTHER PERMITTED PURCHASER IN AN OFFSHORE TRANSACTION (AS DEFINED ABOVE) AND ACKNOWLEDGES THAT THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF ANY SECURITY OR INTEREST IN VIOLATION OF THE FOREGOING;

(3) ACKNOWLEDGES THAT IF AT ANY TIME THE ACQUIRER IS NO LONGER A PERMITTED PURCHASER, THE ISSUER HAS THE RIGHT TO (A) COMPEL THE ACQUIRER TO SELL THE SECURITY OR BENEFICIAL INTEREST THEREIN, AS APPLICABLE, TO A PERSON WHO IS A PERMITTED PURCHASER OR (B) COMPEL THE BENEFICIAL OWNER TO TRANSFER THE SECURITY OR BENEFICIAL INTEREST THEREIN, AS APPLICABLE, TO THE ISSUER AND, IF THE LATTER IS NOT ALSO THE SELLER, TO THE SELLER OF THESE SECURITIES, IN EACH CASE, FOR THE LEAST OF (X) THE PURCHASE PRICE THEREFORE PAID BY THE BENEFICIAL OWNER, (Y) 100 PER CENT. OF THE PRINCIPAL AMOUNT THEREOF AND (Z) THE FAIR MARKET VALUE THEREOF; AND

(4) ACKNOWLEDGES THAT THE ISSUER MAY COMPEL EACH BENEFICIAL OWNER OF THE SECURITIES TO CERTIFY PERIODICALLY THAT SUCH BENEFICIAL OWNER IS A PERMITTED PURCHASER.

Each seller of these Securities has agreed that (i) it will offer and sell Securities only in an "offshore transaction" (as such term is defined under Regulation S) to or for the account or benefit of Permitted Purchasers, (ii) it will not engage in any "directed selling efforts" (as such term is defined under Regulation S) with the respect to any Securities and (iii) it will send to each dealer or other person to which it sells Securities, and which receives a selling concession, fee or other remuneration in respect of the relevant Securities, a confirmation or other notice setting forth the restrictions on offers and sales of such Securities set forth in the legend above.

3. United Kingdom

All applicable provisions of the **Financial Services and Markets Act 2000** (referred to in the following as the "**FSMA**") must be observed in relation to all activities in connection with Warrants or other derivative products in the United Kingdom. Any communication of invitations or inducements to engage in investment activity within the meaning of Section 21 of the FSMA in connection with the issue or the sale of Warrants or other derivative products may only be issued or initiated in circumstances in which Section 21(1) of the FSMA is not applicable. With respect to securities with a term of less than one year, the following must also be observed: (i) the securities may only be sold by persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses, and (ii) these persons have not offered or sold securities and will not offer or sell securities except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses, since the issue of the securities would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer.

4. European Economic Area

In relation to each Member State of the European Economic Area (each, a " **Member State**") any person offering the Warrants (the "**Offeror**") has represented and agreed, that it has not made and will not make an offer of Warrants to the public which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in a Member State except that it may make an offer of such Warrants to the public in a Member State:

(a) if the Final Terms in relation to the Warrants specify that an offer of those Warrants to the public may be made in the relevant Member State in accordance with the Prospectus Regulation (as defined below) and the conditions of the offer set out in the Base Prospectus or in the relevant Final Terms, as the case may be, in the period specified in the Final Terms, provided that the Issuer has consented in writing to the use of the Base Prospectus for the purpose of such offer;

(b) at any time if the offer is addressed solely to qualified investors as defined in the Prospectus Regulation (the "**Qualified Investors**");

(c) if the offer is addressed to fewer than 150 natural or legal persons (other than Qualified Investors) per Member State , subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within a Prospectus Exemption (as defined below),

provided that no such offer of Warrants referred to in (b) to (d) above shall require the Issuer to publish a prospectus pursuant to the Prospectus Regulation or supplement a prospectus pursuant to the Prospectus Regulation.

For the purposes of this provision:

The expression an "**offer of Warrants to the public**" in relation to any Warrants in any Member State means in accordance with Article 2 of the Prospectus Regulation a communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the securities to be offered, so as to enable an investor to decide to purchase or subscribe for those securities. This definition also applies to the placing of securities through financial intermediaries.

The expression "**Prospectus Exemptions**" means the exemptions from the obligation to publish a prospectus in accordance with Article 1 (4) of the Prospectus Regulation, and includes any additional exemptions and implementation measures applicable in the relevant Member State.

X. NOTICE TO INVESTORS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of the Securities. This Notice is a summary of the more detailed provisions and representations set out under "IX. SELLING RESTRICTIONS".

The Securities have not been registered under the Securities Act and the Securities are being offered and sold only in an "offshore transaction" (as such term is defined under Regulation S) to Permitted Purchasers.

If you purchase and accept Securities you will be deemed to have acknowledged, represented to and agreed with the Issuer that:

(a) you understand that the Securities have not been and will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), and agree that you will not, at any time during the term of the Securities, offer, sell, pledge or otherwise transfer the Securities, except in an "offshore transaction" (as such term is defined under Regulation S under the Securities Act ("**Regulation S**")) to a Permitted Purchaser (as such term is defined below) acting for its own account or for the account or benefit of another Permitted Purchaser;

(b) you understand and acknowledge that no person has registered nor will register as a commodity pool operator of the Issuer or a commodity advisor under the Commodity Exchange Act of 1936, as amended (the "**CEA**"), and the rules of the Commodity Futures Trading Commission thereunder (the "**CFTC Rules**"), and that the Issuer has not been registered and will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended;

(c) you are not a "U.S. person" as such term is defined under Rule 902(k)(1) of Regulation S; you do not come within any definition of U.S. person for any purpose under the CEA or any CFTC rule, guidance or order proposed or issued by the CFTC under the CEA (for the avoidance of doubt, any person who is not a "Non-United States person" as such term is defined under CFTC Rule 4.7(a)(1)(iv), under the Commission regulation 23.160 and the CFTC's "Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations" as published by the CFTC on 26 July 2013 (78 Fed. Reg. 45292), shall be considered a U.S. person); and you are not a "United States person" within the meaning of Section 7701(a)(30) of the Code (any person falling within this clause (c), a "**Permitted Purchaser**");

(d) either: (1) you are not and will not be (i) an employee benefit plan as described in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") that is subject to the provisions of Title I of ERISA, (ii) a plan described in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), that is subject to Section 4975 of the Code, (iii) an entity whose assets are treated as assets of any of the foregoing (each of (i), (ii) and (iii) are referred to as "**Benefit Plan Investors**") or (iv) any plan that is subject to a law that is similar to the fiduciary responsibility or prohibited transaction provisions of ERISA or Section 4975 of the Code ("**Similar Law**"), or (2) the acquisition and holding of the Securities will not, in the case of a Benefit Plan Investor, give rise to a nonexempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Code because such acquisition and holding satisfies the conditions for relief under an applicable prohibited transaction exemption or, in the case of a plan subject to Similar Law, result in a violation of Similar Law;

(e) if you are acting for the account or benefit of another person, such other person is also a Permitted Purchaser;

(f) you understand and acknowledge that the Issuer has the right to compel any beneficial owner of an interest in the Securities to certify periodically that such beneficial owner is a Permitted Purchaser;

(g) you understand and acknowledge that the Issuer has the right to refuse to honour the transfer of an interest in the Securities in violation of the transfer restrictions applicable to the Securities;

(h) you understand and acknowledge that the Issuer has the right to compel any beneficial owner who is not a Permitted Purchaser to (i) sell its interest in the Securities to a Permitted Purchaser or (ii) transfer its interest in the Securities to the Issuer and, if the latter is not also the seller, with the seller of these Securities, in each case, at a price equal to the least of (x) the purchase price therefore paid by the beneficial owner, (y) 100 per cent. of the principal amount thereof and (z) the fair market value thereof;

(i) you understand that Securities will bear a legend to the effect set forth above under "*IX. SELLING RESTRICTIONS*".

XI. GENERAL INFORMATION ABOUT THE BASE PROSPECTUS

1. Form of the Base Prospectus

This document constitutes a base prospectus for non-equity securities within the meaning of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC as amended from time to time (the "**Prospectus Regulation**") (the "**Base Prospectus**" or the "**Prospectus**").

Under this Base Prospectus, Citigroup Global Markets Europe AG (the "**Issuer**") may

- issue new securities,
- resume an offer of securities (see in this section under "4. Resumption of the Public Offer of Warrants"),
- continue an offer of securities (see in this section under "5. Continuation of the public offer of Warrants"),
- increase the issue volume of securities already issued (see in this section under "6. Increase of issue size") or
- apply for admission of securities to trading on a regulated or other equivalent market (see section "III. INFORMATION CONCERNING THE SECURITIES" of this Base Prospectus under "3. Listing and trading").

The securities are each bonds under German law bonds within the meaning of § 793 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") (the "**Warrants**" or the "**Securities**").

Final Terms and Conditions of the Securities will be established for each of the Securities ("**Final Terms**"). These contain the information which can only be determined at the time of the respective issue of Securities under this Base Prospectus.

This Base Prospectus must be read together with

(a) the registration document of the Issuer dated 28 May 2020 (the "**Registration Document**"), the information of which is incorporated by reference in this Base Prospectus,
(b) any supplements to this Base Prospectus or the Registration Document; and
(c) the relevant Final Terms prepared in relation to the Securities

2. Publication

The Base Prospectus, the information incorporated by reference and any supplements to these documents and the Final Terms will be made available in printed form at the Issuer Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, Federal Republic of Germany, for distribution to the public free of charge. These documents may also be downloaded in electronic form on the Issuer's website www.citifirst.com (with respect to the Base Prospectus and the Registration Document and any supplements thereto under the rider Products>Legal Documents or with respect to the Final Terms on the respective product page (retrievable by entering the relevant securities identification number for the Security in the search field)) or on the website(s) specified in the relevant Final Terms.

3. Approval, expiry and notification of the base prospectus

(a) This Base Prospectus has been approved by the German Federal Financial Supervisory Authority ("**BaFin**"), as competent authority under Regulation (EU) 2017/1129.

(b) The BaFin only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129.

(c) Such approval should not be considered as an endorsement of the quality of the securities that are the subject of this Prospectus.

(d) investors should make their own assessment as to the suitability of investing in the Securities.

The Base Prospectus is no longer valid from 29 September 2021. The obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

4. Resumption of the Public Offer of Warrants

A public offer of Warrants first begun under one of the base prospectuses referred to below, but which had already ended at the date of approval of this Base Prospectus or had been interrupted previously on one or more occasions, can be resumed under this Base Prospectus as described below ("**Resumption of Offer**").

For the purpose of the Resumption of Offer, Final Terms are prepared in accordance with the Form of Final Terms in section "VII. FORM OF FINAL TERMS" on page 190 et seq. of this Base Prospectus in order to resume the public offer of the respective Warrants concerned, which were first publicly offered under the first final terms referred to in the Final Terms (the "**First Final Terms**") to the Base Prospectus dated 25 June 2018 or the Base Prospectus dated 5 June 2019 or the Base Prospectus dated 29 May 2020, in each case as amended by any supplements, (the "**First Base Prospectus**" and together with the respective First Final Terms a "**First Prospectus**"), after the expiry of the validity of the respective First Base Prospectus. The Terms and Conditions contained in the Final Terms prepared for the purpose of the Resumption of Offer will be prepared on the basis of the present Base Prospectus and shall alone be decisive for the investors. The Terms and Conditions contained in the First Final Terms are not relevant to the Resumption of Offer.

The start of the Resumption of Offer will be specified in the respective Final Terms. The Final Terms will be made available at Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, Federal Republic of Germany, for distribution free of charge and will be available on the Issuer's website www.citifirst.com (retrievable by entering the relevant securities identification number for the Security in the search field).

The initial issue price specified in the Issue Specific Conditions is just a historical indicative price based on the market situation at the date of the beginning of the public offer of the respective Warrants which was in the past. The offer price of the Warrants is determined by the Issuer on the date of the beginning of the public offer based on the particular market situation and is published on this date on the website of the Issuer www.citifirst.com (on the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field)).

5. Continuation of the public offer of Warrants

Under this Base Prospectus the public offer of Warrants, which started for the first time or which was resumed under the Base Prospectus for Warrants of Citigroup Global Markets Europe AG dated 29 May 2020 (the "**Previous Base Prospectus**"), can be continued ("**Continuation of the Offer**").

For the purpose of Continuation of the Offer of Securities offered under the Previous Base Prospectus after the expiry of the validity of the Previous Base Prospectus, the Terms and Conditions included in the Base Prospectus for Warrants dated 29 May 2020 in section "VI. Terms and Conditions" on pages 104 to 187 of the Base Prospectus for Warrants dated 29 May 2020 and the Form of Final Terms in section "VII. Form for Final Terms" on pages 188 to 203 of the Base Prospectus for Warrants dated 29 May 2020 shall be incorporated by reference as an integral part of this Base Prospectus dated 29 September 2020 (see section "XI. GENERAL INFORMATION ABOUT THE BASE PROSPECTUS" under "9. Information incorporated by reference" on page 222 of this Base Prospectus). In addition, all Securities that were issued for the first time under the Base Prospectus for Warrants dated 29 May 2020, or whose offer was resumed under the Base Prospectus for Warrants dated 29 May 2020 and for which the public offer shall be continued under this Base Prospectus dated 29 September 2020, will be identified by indicating their ISIN in the section "XIII. CONTINUED OFFERS" of this Base Prospectus. The Final Terms of the Securities mentioned in section "XIII. CONTINUED OFFERS" on page 225 et seq. of this Base Prospectus are available on the website of the Issuer www.citifirst.com (retrievable by entering the relevant securities identification number for the Security in the search field). The Base Prospectus for Warrants dated 29 May 2020 is also available on the website of the Issuer www.citifirst.com (under the rider Products>Legal Documents>Base Prospectus).

6. Increase of issue size

The issue size of Warrants issued under this Base Prospectus or under the Base Prospectus dated 25 June 2018 or the Base Prospectus dated 5 June 2019 or the Base Prospectus dated 29 May 2020, in each case as amended by any supplements, (the "**Original Warrants**") may be increased under this Base Prospectus (the "**Increase of Issue Size**"), and Warrants may be increased several times. For this purpose Final Terms will be prepared for the respective Additional Warrants (as defined hereinafter) in the form as provided for in section "VII. FORM OF FINAL TERMS et seq. of this Base Prospectus.

The Additional Warrants together with the Original Warrants will form a single issue of Warrants pursuant to No. 1 (4) of the General Conditions, i.e. they have the identical security identification numbers and – with the exception of the issue size – the same features.

"**Additional Warrants**" mean the Warrants the issue size of which (as specified in the Final Terms) increases the issue size of the Original Warrants.

The relevant Base Prospectus and the Final Terms will be made available at Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, Federal Republic of Germany, for distribution free of charge and will be available on the Issuer's website www.citifirst.com (with respect to the Base Prospectus under the rider Products>Legal Documents or with respect to the Final Terms on the respective product page (retrievable by entering the relevant securities identification number for the Security in the search field)).

7. Responsibility for the Base Prospectus

Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, Federal Republic of Germany, entered in the commercial register of the Frankfurt am Main Local Court under the number HRB 88301, as the Issuer has sole responsibility for the information contained in the Base Prospectus. The Issuer declares in accordance with Article 11 (2) sentence 2 of the Prospectus Regulation and § 8 of the German Securities Prospectus Act (*Wertpapierprospektgesetz*, "WpPG") that, to the best of its knowledge, the information contained in the Base Prospectus is in accordance with the facts and that the Base Prospectus makes no omission likely to affect its import.

In connection with the issue, sale and offering of the Securities, no person is authorised to disseminate any information or make any representations not contained in this Base Prospectus. The Issuer disclaims any liability for information from third parties not contained in the Base Prospectus. Neither this Base Prospectus nor any other information provided in connection with the Securities should be regarded as a recommendation by the Issuer to purchase the Securities.

The information contained in the Base Prospectus refers to the date of the Base Prospectus and may have become incorrect and/or incomplete due to subsequent changes. Significant new factors, material mistakes or material inaccuracies relating to the information included in this Base Prospectus will be published by the Issuer in accordance with Article 23 (1) or (2) of the Prospectus Regulation. The publication shall be made in a supplement to this Base Prospectus.

8. Information from third parties

The Issuer hereby confirms that information from third parties contained in this Base Prospectus has been reproduced correctly and that this information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

If additional information from third parties is included in the respective Final Terms (e.g. with regard to information on the underlying), the source from which the relevant information was taken shall be named at the relevant point.

In addition, the respective Final Terms may refer to websites with regard to information on the underlying. These websites may then refer to websites as a source of information for the description of the underlying, the contents of which may be used as a source of information for the description of the underlying and information on the performance of the underlying. The Issuer does not warrant the accuracy and completeness of the data presented on the websites.

9. Information incorporated by reference

The following information contained is incorporated by reference into the Base Prospectus pursuant to Article 19 of the Prospectus Regulation:

- In section II.A. and section V. of the Base Prospectus reference is made to the Registration Document of Citigroup Global Markets Europe AG dated 28 May 2020. The information contained therein is incorporated by reference into the Base Prospectus pursuant to Article 19 of the Prospectus Regulation and therefore an integral part of the Base Prospectus.
- On page 220 reference is made to the Base Prospectus for Warrants of Citigroup Global Markets Europe AG dated 29 May 2020. The information contained in section "VI. Terms and Conditions" on pages 104 to 187 and the Form of Final Terms in section "VII. Form for Final Terms" on pages 188 to 203 is incorporated by reference into the Base Prospectus pursuant to Article 19 of the Prospectus Regulation and therefore an integral part of the Base Prospectus. All other sections of the Base Prospectus dated 29 May 2020 which have not been incorporated by reference in this Base Prospectus, are not relevant for the investor.

The documents containing the information incorporated by reference have been filed with the German Federal Financial Supervisory Authority. They are available free of charge by the Issuer and may also be downloaded in electronic form on the Issuer's website www.citifirst.com (under the rider Products>Legal Documents).

10. Availability of documents

During the period of validity of the Base Prospectus, copies of the following documents are available free of charge during normal business hours on all working days (excluding Saturdays and public holidays) in printed form at the registered office of the Issuer, Citigroup Global Markets Europe AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main, Federal Republic of Germany:

(1) a copy of the Issuer's articles of association;

(2) this Base Prospectus;

(3) the Registration Document dated 28 May 2020 of the Issuer.

The aforementioned documents can be obtained on the Issuer's website www.citifirst.com under the rider Products>Legal Documents.

XII. CONSENT TO THE USE OF THE PROSPECTUS

The Issuer consents to the use of the Prospectus to the extent, and subject to any conditions, indicated in the respective Final Terms, and accepts responsibility for the contents of the Prospectus, including in respect of any subsequent resale or final placement of Securities by financial intermediaries who have received consent to the use of the Prospectus. The consent to the use of the Prospectus applies for the period of validity of the Base Prospectus. Consent may, as specified in the respective Final Terms, be given to all financial intermediaries (general consent) or only to one or several financial intermediaries (individual consent) and apply for Germany, Portugal, France, the Netherlands, Finland and Sweden (each an "**Offer State**", together the "**Offer States**"), as specified in the respective Final Terms. Consent as described above is given subject to compliance with the selling restrictions applicable to the Securities and all provisions of law applicable in each case. The consent to the subsequent resale or final placement of the securities by financial intermediaries may be given either for the period of validity of the Base Prospectus or for a different period as specified in the respective Final Terms. All financial intermediaries are under an obligation to distribute the Prospectus to potential investors only together with any supplements (if there are any).

In the event that a financial intermediary makes an offer, that financial intermediary will inform investors at the time the offer is made of the Terms and Conditions of the offer as set out in the Final Terms.

If the respective Final Terms provide that all financial intermediaries in the Offer State(s) are given consent to the use of the Prospectus (general consent), each financial intermediary using the Prospectus must indicate on its website that it is using the Prospectus with the consent of the Issuer and in accordance with the conditions to which the consent is subject.

If the respective Final Terms provide that one or several financial intermediaries are given consent to the use of the Prospectus in the Offer State(s) (individual consent), any new information to financial intermediaries that was unknown at the date of approval of the Prospectus, or, where applicable, the date on which the respective Final Terms were delivered, will be published on the Issuer's website www.citifirst.com (on the respective product site (retrievable by entering the relevant securities identification number for the Security in the search field)) respectively on the website specified in the applicable Final Terms.

XIII. CONTINUED OFFERS

Under this Base Prospectus, the public offer of Securities with the following International Securities Identification Number (ISIN), which have been issued for the first time on the basis of the Base Prospectus for Warrants dated 29 May 2020 (the "**Previous Base Prospectus**") or whose offer has been resumed or continued under the Base Prospectus for Warrants of 29 May 2020 can be continued after expiry of the validity period of the Previous Base Prospectus:

DE000KB58JF0	DE000KB58WH9	DE000KB581D9	DE000KB5Q6W9	DE000KB7V5S0
DE000KB58P17	DE000KB581B3	DE000KB58671	DE000KB7UJ75	DE000KB7V8Y2

The Final Terms of the Securities indicated are available on the website of the Issuer www.citifirst.com (retrievable by entering the relevant securities identification number for the Security in the search field). The Previous Base Prospectus is also available on the website of the Issuer www.citifirst.com (under the rider Products>Legal Documents>Base Prospectus).