Citigroup Global Markets Deutschland AG

Frankfurt am Main

Base Prospectus No. 5 of 09 May 2012
for Call (Bull) and Put (Bear) [*insert product name*: ###] Warrants

referenced to

Share Prices or Prices of Certificates Representing Shares, Share Indexes, Exchange Rates, Commodities, Futures Contracts or a basket comprising of the aforementioned underlyings

IMPORTANT NOTICE:

Reserved blank space or references to the Final Terms of the Offering:

Any references contained in this Base Prospectus to blank space reserved for the omitted Final Terms of the Offering will be identified either by specific text or through the insertion of hash symbols ("#").

The Base Prospectus and the relevant Final Terms of the Offering (separate document) together constitute the Complete Prospectus:

Complete information about the Issuer and the securities offering will be available to the reader only when this Base Prospectus No. 5 of 09 May 2012 and the relevant Final Terms of the Offering, which are not yet contained in this document but which must be published as a separate document, are integrated and merged together. The Base Prospectus No. 5 of 09 May 2012, which will be supplemented by the Final Terms of the Offering, shall together with the latter constitute the Complete Prospectus.

A copy of the relevant Final Terms of the Offering relating to this Base Prospectus will be available free of charge as follows:

In each individual Member State of the European Union in which the warrants are being offered, a free hard copy of the Final Terms of the Offering will be available as a separate document at the address of the paying agent and on the Issuer's website.

<u>Right of withdrawal after publication of a supplement</u>

Investors who have executed a declaration of intent with regard to the purchase or subscription of the securities before the publication of a supplement, may withdraw such declaration of intent within a period of two working days after the publication of the supplement, provided the settlement of the purchase or subscription has not yet been performed [(§ 16 paragraph 3, sentence 1 German Securities Prospectus Act, "Wertpapierprospektgesetz")][###].

In [Germany][###] such right to withdraw does apply to any important new factor or any material incorrectness with regard to the information included in the prospectus which are capable of affecting the assessment of the securities and which arise after the approval of the prospectus and before the final closing of the public offer or the time when trading on a regulated market segment on a stock exchange commences[(§ 16 paragraph 1 German Securities Prospectus Act, "Wertpapierprospektgesetz")] [###].

According to Article 16 (1) of Directive 2003/71/EC of the European Parliament and the Council a respective right to withdraw does apply in the member countries of the European Union. With regard to offerings or exchange listings in EU-member countries other than [Germany][###] the details of the translation of the right to withdraw into national law will be referred to in the relevant Final Terms.

Any withdrawal from the purchase or subscription of the securities in the context of a supplement of the prospectus must be notified to:

Citigroup Global Markets Deutschland AG
Attn.: Legal Department
Wave Building
Reuterweg 16
D- 60323 Frankfurt/Main

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B. Summary

1. Warning:

This summary should be read as an introduction to the prospectus. The investor should base each decision to invest in the relevant securities on a review of the prospectus as a whole. In the event that any claims based on information contained in this prospectus are enforced in court, the plaintiff investor may be required under the national laws of the States within the European Economic Area to bear the costs of translating the prospectus before the commencement of proceedings. The persons who assume responsibility for the summary including any translation thereof, or who applied for its publication, may be held liable only if the summary is misleading, inaccurate or inconsistent when read together with other parts of the prospectus.

2. Risk factors associated with the securities

2.1 General risk factors of warrants

The general risk factors of warrants, as subsequently described, apply to all type of warrants included in this base prospectus. All references to call or put warrants in this paragraph should be understood also as references to bull and bear warrants. Specific risk factors of individual types of warrants are described under 2.2 through 2.5.

Risk of losing entire investment

The risk of loss on warrants – indeed the risk of losing all capital invested, plus the transaction costs and in some cases the loan costs – is particularly high. The rights certificated in warrants may expire or lose their value because this instrument always embodies rights of limited duration only.

If all other factors affecting price are disregarded, a call warrant will often decline in value if the price of the underlying falls. The opposite is true for put warrants – the value of a put warrant will fall if the price of the underlying increases. Your entire investment will be lost if the warrant is worthless when it expires, i.e. if the price of the underlying at the end of the exercise period is less (call warrants) or more (put warrants) than the strike. Total loss means that the option expires with no value, and the warrant holder cannot thereby claim payment of any intrinsic value upon exercise.

Risk not limited to the price of the warrant

Any transaction costs, which are invoiced by the custodian bank or the stock exchange through which you execute your buy or sell orders, could affect the amount of your gain or loss. These costs could increase your risk of a total loss even more.

The risk increases even more if you borrow money to finance the acquisition of warrants. In this case, not only do you have to accept the loss incurred, but you must also pay interest on and repay the loan. Therefore, you should never rely on being able to repay the loan principal and interest out of profits made on warrants. Instead, before purchasing the warrants and taking out a loan, review your financial situation to see whether you would still be able to pay interest and repay the loan (potentially on short notice) if you sustain a loss instead of making the anticipated profit.

Disproportionate price fluctuation

A change in the value of the underlying can have a disproportionate impact on the value of the warrant. A warrant's leverage can work in each direction; in other words, an investor may be advantaged or particularly disadvantaged depending on whether the factors that determine value develop favourably or unfavourably.

Issuer's hedging transactions

In order to hedge its obligations under warrants, the Issuer continually trades in the underlying, in derivatives referenced to the underlying, or in other underlyings or derivatives which influence the price of the underlying or whose price or volatility closely tracks the price movement or volatility of the underlying.

In general, such hedging transactions have the potential to amplify changes in the price of the underlying or the underlying's volatility, i.e. additional hedging positions may cause prices that are increasing anyway to increase even further, and vice versa for falling prices. If such price trends are intended to be reinforced, this would accordingly affect the price of the warrant or the gain or loss upon exercise of the warrant. The Issuer executes hedging transactions on an ongoing basis (i.e. at any time). The Issuer will also adjust its hedging positions if it sells additional warrants or buys back warrants or, in the event the warrant is exercised, closes out its position.

Transactions that exclude or limit risks

Do not rely on the ability at any time during the term of the warrant to enter into transactions through which you can exclude or limit the risks associated with warrants. It may be impossible to execute such transactions, or such transactions might be capable of execution, but only at a loss to you.

Secondary market

Under normal market conditions, the Issuer intends to regularly quote buying and offered prices for the warrants. Nevertheless, the Issuer does not provide any legal undertaking to warrant holders that it will quote such prices or that such prices are calculated or reasonable. Therefore, you should not rely on the ability to sell at a certain time or at a certain price during the term of the warrant.

Deviations of the pricing-model-theory

In contrast to most other securities, where market prices are generally based on the principle of supply and demand, the secondary market prices of warrants are calculated based on theoretical pricing models. The prices of warrants are thereby subject to the influence of the degree of competition and the profit margins available to the offeror in this context.

The pricing models applied by the Issuer do only state theories with regard to events materialising in reality. In particular, the Issuer may and is in fact obliged to adjust the pricing if the reality differs significantly from the assumptions inherent in the pricing model. However, the respective model applied by the Issuer is insofar of paramount importance as the Issuer regularly will be the only market participant to quote buying and selling prices for its securities.

Restricted secondary trading if electronic trading system is unavailable

Due to the large number of trades in derivative securities typically handled by the Issuer, it is particularly important for the Issuer and warrant holders that trading in the warrants be conducted via an electronic trading system so that buying and offered prices can be quoted for exchange and off-exchange trading.

Risk of default by the warrant Issuer

The warrants represent general and non-collateralised contractual liabilities of the Issuer, which are ranked equally among themselves and with the Issuer's other existing, non-collateralised, non-subordinated liabilities. If the Issuer becomes insolvent, you may suffer a loss, potentially of your entire investment, irrespective of any favourable development in the other value determining factors. The warrants are not covered under deposit protection (*Einlagensicherung)*.

Intrinsic value may be subject to currency risk

For the period during which you hold the warrants, the return on your investment is subject to a currency risk if the underlying of the warrant is expressed in a currency other than the currency in which the cash amount is paid out (cash currency).

Impossible to forecast the cash amount upon exercise

The proceeds cannot be precisely forecast when warrants are exercised because the reference price of the underlying, which is used as the basis for settlement (i.e., compared with the strike), cannot be determined until all exercise prerequisites have been met.

Potential conflicts of interest

The Issuer, its affiliated enterprises (if applicable) or other companies belonging to or affiliated with Citigroup Inc., may actively trade in the underlying, other instruments or derivatives referenced to the underlying, exchange-traded options or exchange-traded forwards, or may issue other securities or derivatives referenced to the underlying. The Companies may also be involved in acquiring new shares or other underlying instruments or individual companies incorporated in share indexes or equities baskets, or may act as financial advisor to the aforementioned entities or work together with them in commercial banking operations. The above activities may give rise to conflicts of interest and may adversely affect the price of the underlying or securities referenced to the underlying (such as the warrants).

Effects of market disruptions on exercise or secondary trading

If market disruptions affecting the underlying occur at the time the warrant is exercised, then the Issuer reserves the right to postpone the date for calculating the reference price applicable upon exercise. With respect to trading warrants, a postponement in the exercise of the warrants as a result of market disruptions will be deemed to have occurred in the event that the quotation of the Issuer's buying and offered prices is suspended or greatly limited, only prices for smaller volumes are quoted, the spread between the buying and offered prices expands, or there has been a combination of the foregoing occurrences.

Adjustment to or substitution of the underlying

If the underlying is replaced by another underlying (e.g., in the event that a stock corporation is taken over by or merged with another listed stock corporation), or if the old underlying is no longer listed, or if a share index is discontinued and replaced by another share index, then the implied volatility of the new underlying as estimated by the Issuer may be lower or higher than the volatility of the old underlying. Any such major jump in volatility will adversely affect the warrant price of plain vanilla warrants if the implied volatility of the new underlying is less than that of the old underlying. Turbo warrants may be adversely affected by such jump in volatility if the implied volatility of the new underlying is higher than that of the old underlying and the price of the underlying, the strike and the knock-out barrier lie within close proximity.

If it is not possible to adjust the underlying in line with the changes that have occurred, then the warrants may expire with no value or may be repaid early at current fair market value. Even in the event of early repayment at market value, you are still exposed to a risk of loss should the fair market value at such time be less than the price at which you purchased the warrants. With this type of security at least, you no longer have an opportunity to recoup any losses.

2.2 Risk factors specific to plain vanilla call or put warrants

Loss of time value

The price of a warrant is calculated on the basis of two price components (intrinsic value and time value). During its term, the intrinsic value of a warrant corresponds to the difference between the current price of the underlying and the strike (in the case of call warrants) (if positive) or between the strike and the current price of the underlying (in the case of put warrants) (if positive), in each case multiplied by the ratio. However, the time value depends to a considerable degree on the residual maturity of the warrant, as well as the expected frequency and intensity of fluctuations in the price of the underlying during the term of the warrant (implied volatility). The probability of positive movements in the price of the underlying decreases as the warrant's term to expiry elapses, which means that the value of a warrant will decrease if all other value determining factors remain constant. Assuming that all other factors remain constant or unchanged, the time value of the warrant will decrease (first slowly and then more and more rapidly) as the term to expiry becomes shorter. The decline in the time value accelerates towards the end of the term of the warrant because the probability of a positive intrinsic value upon exercise or expiry rapidly decreases as the term to expiry gets shorter and shorter. At the end of the exercise period, the time value must necessarily be zero because the cash amount upon exercise or expiry equals the intrinsic value of the warrant.

Value determining factors

Among the price of the underlying and its implied volatility, a well as the residual maturity of the warrant, the value of a warrant also depends on other value determining factors, such as (inter alia) the interest rate on the financial market relating to the residual maturity, expected earnings from hedging activities of the Issuer in or relating to the underlying (e.g. dividend income for shares or basket of shares) and the amount of refinancing costs of the Issuer for the respective hedging activities.

Even if the price of the underlying increases in the case of a call warrant or decreases in the case of a put warrant, the warrant may still lose value as a result of other value determining factors. Due to the fact that the term of warrants is always limited, you cannot rely on a recovery of the warrant price before the expiry date. The shorter the remaining time to maturity of the warrant, the greater the risk is.

2.3 Risk factors specific to turbo bull or bear warrants with knock-out barrier

Risk of losing your entire investment prematurely as a result of the occurrence of a knock-out event

If the price of the underlying, as defined in the terms and conditions of the warrants, matches or falls below (bull warrant) respectively matches or rises above (bear warrants) the knock-out barrier of the turbo warrant within the defined observation period and during the defined observation hours, then the term of the turbo warrants is prematurely terminated and the option rights expire worthless. This does even apply if a market disruption leads to the occurrence of the knock-out event or if the knock-out event occurred only once and for a limited period after the date of initial offer. Due to the risk of the occurrence of a knock-out event, Turbo warrants are securities with a particularly high degree of risk.

The risk of loss associated with the occurrence of a knock-out event depends on the terms and conditions of the warrants. In general, there are three different alternatives.

2.3.1 Turbo warrants, where the strike matches the knock-out barrier

If a knock-out event occurs to turbo warrants, where the strike matches the knock-out barrier, **you suffer a total loss of the capital invested**.

2.3.2 Turbo warrants, where the strike does not match the knock-out barrier and the gap risk is not borne by the warrant holder directly (Turbo stop loss warrants not subject to direct gap risk)

With turbo warrants where the strike does not match the knock-out barrier and the gap risk is not borne by the warrant holder directly, in case of a knock-out event you will suffer a loss that is corresponding to the difference between your invested capital (including transaction costs) and the stop loss cash amount paid by the Issuer at the knock-out event. The stop loss cash amount is equal to the intrinsic value of the warrant at the knock-out event, i.e. the difference between the knock-out barrier and the strike (bull) respectively the strike and the knock-out barrier (bear), in each case multiplied by the Multiplier and, if applicable, converted into the cash currency (stop loss cash amount).

2.3.3. Turbo warrants, where the strike does not match the knock-out barrier and the gap-risk is borne by the warrant holder directly (Turbo stop loss warrant subject to gap-risk)

With turbo warrants where the strike does not match the knock-out barrier and the gap risk is borne by the warrant holder, in case of a knock-out event you will suffer a loss that is corresponding to the difference between your invested capital (including transaction costs) and the stop loss cash amount paid by the Issuer at the knock-out event. If a knock-out event occurs, the stop loss cash amount is equal to the difference between the hedge price of the underlying calculated by the Issuer and the strike (bull) respectively the strike and the hedge price (bear), in each case multiplied by the Multiplier and, if applicable, converted into the cash currency. This so called hedge price of the underlying is the price as determined by the Issuer at its own reasonable discretion within a period of time defined in the terms and conditions of the warrants which will, in each case at the relevant time following the occurrence of a knock-out event, be determined as the fair market price of the Underlying in consideration of the calculatory proceeds of the dissolution of the hedge positions. Since the hedge price of the underlying calculated by the Issuer can also be far below (bull) or far above (bear) the knock-out barrier, this so called gap risk is borne by the warrant holder. The greater the difference between the strike and the knock-out barrier, the greater the warrant holder's maximum loss in the event of a sufficiently high gap risk. **The worst case scenario is that the stop loss cash amount equals zero and the warrant holder suffers a total loss of his invested capital.**

2.4 Risk factors specific to open end turbo warrants with knock-out barrier

Compared to turbo warrants with a specified term, the open end turbo warrants with knock-out barrier are associated with the following additional risks.

Risk of exercise of the warrants and Issuer´s termination right

The warrants do not have a specified term and represent therefore open end warrants. The term of the warrants will cease either upon valid exercise of the warrants in accordance with the terms and conditions (only in respect of the validly exercised warrants) or upon termination of the warrants in whole by the Issuer or upon the occurrence of a knock-out event or by early redemption of the warrants in case the terms and conditions provide such early redemption event. The warrants may be exercised by the respective warrant holder with effect to exercise dates specified as such in the terms and conditions of the warrants. The warrant holder´s exercise right is subject to further prerequisites which are specified in detail in the terms and conditions of the warrants. For purposes of calculating the respective cash amount, the respective exercise date with respect to which warrants are validly exercised will be the (final) valuation date.

The Issuer is entitled to terminate the warrants in whole in accordance with the terms and conditions of the warrants. Such termination of the warrants is subject to a prior notification of the warrant holders by the Issuer in accordance with the terms and conditions of the warrants. For purposes of calculating the respective cash amount upon Issuer´s termination, the respective effective date of such termination will be the (final) valuation date. Due to such Issuer´s termination right and to a possible knock-out event, you may not rely on being able to exercise the warrants with effect to a specific exercise date.

Knock-out and gap-risk

If the price of the underlying, as defined in the terms and conditions of the warrants, matches or falls below (bull warrant) respectively matches or rises above (bear warrants) the knock-out barrier of the open end turbo warrant within the defined observation period and during the defined observation hours, then the term of the open end turbo warrants is prematurely terminated and the option rights expire worthless. This does even apply if a market disruption leads to the occurrence of the knock-out event or if the knock-out event occurred only once and for a limited period after the date of initial offer. Due to the risk of the occurrence of a knock-out event, open end turbo warrants are securities with a particularly high degree of risk.

With open end turbo warrants, in case of a knock-out event you will suffer a loss that is corresponding to the difference between your invested capital (including transaction costs) and the stop loss cash amount paid by the Issuer at the knock-out event. If a knock-out event occurs, the stop loss cash amount is equal to the difference between the hedge price of the underlying calculated by the Issuer and the strike (bull) respectively the strike and the hedge price (bear), in each case multiplied by the Multiplier and, if applicable, converted into the cash currency. This so called hedge price of the underlying is the price as determined by the Issuer at its own reasonable discretion within a period of time defined in the terms and conditions of the warrants which will, in each case at the relevant time following the occurrence of a knock-out event, be determined as the fair market price of the Underlying in consideration of the calculatory proceeds of the dissolution of the hedge positions. Since the hedge price of the underlying calculated by the Issuer can also be far below (bull) or far above (bear) the knock-out barrier, the gap risk is borne by the warrant holder. The greater the difference between the strike and the knock-out barrier, the greater the warrant holder's maximum loss in the event of a sufficiently high gap risk. **The worst case scenario is that the stop loss cash amount equals zero and the warrant holder suffers a total loss of his invested capital.**

Adjustments of the strike and the knock-out barrier

The strike and the knock-out barrier of the warrants are subject to continuous adjustments in accordance with the terms and conditions of the warrants. In order to reflect financing costs incurred by the Issuer in connection with its hedging arrangements, the strike will be adjusted on a daily basis by an adjustment amount which will be calculated for a specific adjustment period on the basis of the current strike on a specific adjustment day, the adjustment rate applicable for the relevant adjustment period and a specific day count fraction. The aforementioned adjustment rate is composed of the then prevailing relevant interest rate for deposits in the currency of the strike and a percentage rate (the interest rate correction factor) which will be determined at the Issuer´s reasonable discretion. In determining the interest rate correction factor or exercising its reasonable discretion, the Issuer may take into consideration various factors including but not limited to: the market conditions prevailing during the specific adjustment period and particularly any parameters specific to the relevant underlying (e.g. shares which under specific market conditions and as determined by the Issuer are subject to significant interest fluctuations within a specific adjustment period) in connection with the Issuer´s hedging arrangements. **Therefore, you should be aware that for certain adjustment periods the adjustment rate**, as determined at the Issuer´s reasonable discretion for the adjustment of the warrants´ features upon specifying the interest rate correction factor, **may**, in the event of the presence of certain market conditions during the relevant adjustment period, **significantly deviate from the adjustment rate in the first adjustment period specified in table 1 of the terms and conditions of the warrants**. The relevant calculation factors for the adjustment of the strike by the adjustment amount are described more in detail in the terms and conditions of the warrants. As result of such daily adjustment of the strike, the risk of the occurrence of a market situation in which the price of the underlying, the strike and the knock-out barrier are within close proximity will increase significantly (see risk information regarding such market situation below). Irrespective of other factors affecting its value, such adjustment of the strike will further result in a decrease (bull warrants) respectively increase (bear warrants) of the intrinsic value of the open end turbo warrants.

Additionally, on each adjustment day the knock-out barrier applicable for the following adjustment period will be adjusted at the Issuer´s reasonable discretion in accordance with the terms and conditions of the warrants. Depending on the market situation prevailing on such adjustment day, the adjustment of the knock-out barrier may result in both (i) an increase in the risk of the occurrence of a market situation in which the price of the underlying, the strike and the knock-out barrier are within close proximity (see risk information regarding such market situation below) and (ii) an increase of the gap risk to be borne by the warrant holders if the distance between the then current strike and the adjusted knock-out barrier increases. **Therefore, do not rely on the knock-out barrier being in approximately the same distance to the strike during the term of the warrants**.

In case of shares or price indexes as underlying of the warrants, the Issuer will additionally calculate a dividend adjustment amount which will be deducted from the strike and the knock-out barrier on days on which dividends are paid on the respective share or index component share and the respective share trades ex-dividend on its home market. For open end turbo bull warrants with knock-out (e.g. long mini future warrants), such dividend adjustment amount will be calculated on the basis of the net dividend, i.e. the amount which holders of shares or index components underlying the warrants subject to taxation in Germany would receive upon distribution of dividends on such shares or index components (net of taxes, levies or other charges if applicable). However, for open end turbo bear warrants with knock-out (e.g. short mini future warrants), the dividend adjustment amount will be calculated on the basis of the gross dividend, i.e. without consideration for applicable taxes, levies or other charges. The same applies to the price of the share or index component underlying the warrants which will in each case be affected by the amount of the gross dividend as well. **Therefore, you should be aware that** besides the fact that irrespective of other factors affecting the value, an adjustment upon distribution of dividends may generally result in an increase (bull warrants) or decrease (bear warrants) of the intrinsic value of open end turbo warrants, **such calculation of the adjustment amount for open end turbo bull warrants with knock-out on the basis of the net dividend, i.e. the deduction of the net dividend from the strike and the knock-out barrier on the one hand and the gross dividend from the price of the underlying on the other hand (thus a different amount), may result in a loss in value of the warrants. Furthermore, such dividend adjustment although solely based on the relevant terms and conditions of the warrants may cause the occurrence of a knock-out event.**

2.5. Risks specific to capped, digital and straddle warrants

2.5.1. Capped warrants

The cash amount of capped warrants, which may be payable by the Issuer upon maturity, is – regarding the respective amount – limited by a cap defined in the terms and conditions of the warrants. Regarding to this, you as an investor will not participate in the intrinsic value of the warrants insofar as the intrinsic value exceeds the cap upon maturity.

2.5.2. Digital warrants

The cash amount of digital warrants, which may be payable by the Issuer upon maturity, is – regarding the respective amount – determined in the terms and conditions of the warrants. Solely the payment of the respective cash amount depends on a prerequisite defined in the terms and conditions of the warrants, e.g. upon maturity the price of the underlying exceeds the strike (call warrant) respectively falls below the strike (put warrant). If the prerequisite, which is material to the payment of the cash amount, is not fulfilled, the warrants will expire worthless and the investor will suffer a total loss of his capital invested.

2.5.3. Straddle warrants

Straddle warrants are a combination of a call and a put warrant, in each case with equal strike and equal maturity. To that effect the intrinsic value of straddle warrants (as stipulated in the terms and conditions of the warrants) depends on the amount by which the price of the underlying exceeds or falls below the strike, in each case multiplied by the multiplier. Disregarding other value determining factors, the value of the straddle warrant will decrease constantly during his term, if the price of the underlying is close to or matches the strike. Upon maturity, the investor will suffer a total loss if the warrant expires worthless, i.e. if the price of the underlying equals the strike upon exercise or expiry.

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3. Risk factors specific to the Issuer

Risk that the Issuer will provide limited or no price quotes

For securities which do not provide for the investor's right to exercise the rights embedded in the securities at any time or where such an exercise would be unwise because otherwise the time value would be lost (in case of warrants which can be exercised at any time) the ability to sell the securities at any time is very important to you. This is where the Issuer's voluntary intention to quote buying and offered prices is of fundamental importance. Accordingly, one of the largest risks you face is that the Issuer will limit or completely renege on its voluntary intention to quote prices. In such a situation and assuming no one else quotes prices for the securities and hedging transactions via other instruments are not available or additional hedging transactions are not affordable to you, your only option would be, in the worst case scenario, to await final maturity (where no early exercise is possible) of the securities or to exercise your rights on one of the possible dates and to accept the risk of volatility of the redemption amount until such date. The same applies in the event that the exchange listing of the instrument is suspended prematurely.

Risk of disrupted securities clearing and settlement or disrupted exchange trading

Whether the investor buys or sells his securities, exercises the rights of the securities or receives payment of the redemption amount by the Issuer, all these events can only be effected by the Issuer with the support of third parties such as clearing banks, stock exchanges, the depositary bank of the investor or various institutions involved in money transfers. If, for whatever reason, the ability of such participating parties to provide their services is impaired, then for the period of such disruption, the Issuer will not be able to accept an exercise or to deliver on any trades or to pay the cash amount upon final maturity. Possible reasons why the Issuer or any aforementioned required third parties are unable to settle securities trades include, for example, technical disruptions as a result of power failures, fires, bomb threats, sabotage, computer viruses, computer errors or attacks. The same applies in the event such disruptions occur at the security holder's custodian bank.

Legal risks arising from the issued securities

The Issuer's financial strength could be jeopardised if material components of agreements entered into with third parties prove to be invalid or unenforceable in key respects.

This could occur, for example, if a number of investors purchased the Issuer's publicly offered or exchange-listed securities (in respect of which a prospectus was published in a Member State of the European Union on or after 1 July 2005 in accordance with the relevant national laws enacted to implement the EU Prospectus Directive 2003/71/EC) and then exercised their right to withdraw pursuant to the domestic equivalent of Article 16 (2) of the EU Prospectus Directive 2003/71/EC. Withdrawal would be possible on this basis if material facts in the prospectus for securities issued by the Issuer after 1 July 2005 were incorrect or incomplete, or such facts arose after the prospectus was published and needed to be addressed in a supplement.

Furthermore, the Issuer's financial strength could be jeopardised as a result of claims based on liability for the contents of the prospectus ("prospectus liability") if material facts are negligently omitted or incorrectly described in the Issuer's prospectus and such negligence causes injury or damage to a large number of investors.

In accordance with Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses, the last two years' audited historical financial information in any prospectuses prepared by the Issuer on or after 1 July 2005 pursuant to the national laws enacted to implement the EU Prospectus Directive 2003/71/EC must be presented and prepared in a form consistent with that which will be adopted in the Issuer's next published annual financial statements, having regard to accounting standards and policies and legislation applicable to such annual financial statements. If, despite best efforts made, it is impossible for the Issuer to predict or seasonably implement such future changes, then there is a possibility that investors may withdraw from their transactions or enforce claims based on prospectus liability. In such cases, the Issuer could suffer considerable losses. Moreover, it is conceivable that an ongoing public offer and exchange listing of the securities in question will be suspended if the requirements for a continued listing are no longer met because of a delay in implementing accounting standards as described above. As a result thereof, the Issuer could sustain losses from compensatory damage claims enforced by investors, or the investors could lose the intrinsic value of their securities if they cannot enter into an off-exchange securities transaction with the Issuer because of a certain restriction under the public offering.

The Issuer has granted a loan to a financial service company in Kazakhstan. The total value of this loan equals approximately EUR 74.5 million per 30.11.2011. The Issuer has essentially hedged the risk that this loan will not be serviced in accordance with the contractual obligations by issuing bonds, which provide that the Issuer is obligated to make payment only to the extent that it receives payment from the borrower. If the contractual obligations under the bonds unexpectedly require that the Issuer make payments to the bond holders, even though no corresponding payments were received from the borrower, then the Issuer could face liquidity problems. The explanations regarding prospectus liability and the right to withdraw as described in the first two paragraphs above also apply *mutatis mutandis* to the bonds.

Liquidity risk despite control and profit (loss) transfer agreement

The Issuer belongs to the Citigroup Inc. Group. The Issuer and its direct parent company are parties to a control and profit (loss) transfer agreement, which is described more specifically below.

Under the control agreement, the Issuer's management is subject to the direction of the direct parent company. Profits must be transferred to the direct parent company, and losses must be indemnified by the direct parent company.

Pursuant to §§ 301 *et seq.* of the German Stock Corporation Act ("AktG"), the profit transfer or loss indemnity obligation arises only after the annual financial statements for the relevant fiscal year have been approved. If, during the fiscal year, the Issuer faces liquidity bottlenecks, then - despite the control and profit (loss) transfer agreement - the Issuer may not be able to discharge its obligations under the issued securities in a timely manner or at all.

Despite the control and profit (loss) transfer agreement, the Issuer may be unable to meet its obligations under the securities if the Issuer generates a net loss and the direct parent company, which is required to indemnify the loss, is unable or unwilling to meet its contractual obligations as a result of its own liquidity problems or over-indebtedness.

Brokering transactions for other Group companies and allocation of work among Citigroup companies

The majority of the Issuer's brokerage commission income is income from transfer pricing arrangements, which the Issuer receives for brokering transactions between the Issuer's customers and the various Citigroup companies. The Issuer's costs arising from the exchange of services with other individual Group companies is reimbursed through transfer pricing in accordance with existing contracts. Under this arrangement, the various costs and income are calculated and then allocated to the relevant service provider. Such income relates above all to brokerage commission income for transactions executed as part of equities trading, the underwriting business, corporate finance and the sale of structured products, corporate derivatives, foreign exchange management products and global relationship banking and on which the Issuer acted as an adviser in connection with the sales activities. The Issuer enjoys a close working relationship in all areas, above all with Citigroup Global Markets Limited, London, and Citibank, N.A., London.

If a decision is taken within the Citigroup Group that the responsibilities in question should be **redistributed among** other Group companies, then the Issuer could lose a significant source of income.

Proprietary trading risks related to derivative securities issued by the Issuer

The most important trading risks in warrants trading and/or in the issuance of other derivative instruments by the Issuer are the settlement and/or replacement risks associated with the Issuer's counterparties (specifically the end customers' own banks or brokers) when clearing and settling trades in the issued securities, and the risks that remain after extensive hedging of open positions, which were entered into when the securities were issued.

In order to cover the open positions resulting from the issued securities, the Issuer will execute hedging transactions, which are linked to various risk variables in the risk model used by the Issuer, such as the relevant underlying, the volatility of the underlying, the term to expiry, the expected dividends or the interest rate. Particularly worthy of mention in this context are the risks arising from changes in the volatility of the underlying and so-called “gap risks" as a result of unexpected jumps in the price of the underlying, which can generate losses above all where hedging transactions are executed in order to cover sold knock-out securities. At best, the Issuer can to a large extent close out the open risk positions resulting from the issued securities, but it will be unable to close them out completely or enter into matching positions for all open positions.

If a counterparty of the Issuer defaults, and such counterparty also happens to be one of the Issuer's important sales partners, clearing and settling a large number of customer transactions with the Issuer each day, then there is a risk that hedging transactions, which are entered into by the Issuer before completing the relevant trade in order to close out a risk position arising from transactions in its own securities previously executed with such party, will not be closed as expected because of the counterparty's default, but instead will remain open and therefore will still need to be closed out.

Likewise, the default of one of the Issuer's other counterparties with whom a large number of hedging transactions have been executed could also expose the Issuer to liquidity bottlenecks, if new or higher costs have to be incurred in order to replace the original contracts.

Risks in the credit business

The Issuer's credit portfolio consists primarily of international customers in the industrial and financial services sectors with an ”investment grade” credit rating. This business policy has enabled loan losses to be avoided in the past. The credit portfolio focuses mostly on a manageable number of borrowing entities. If any of the Issuer's key borrowers fail to meet their obligations, then risk provisioning could conceivably increase significantly or loan defaults could occur.

Approximately EUR 74.5 million per 30.11.2011 in loan to a Kazakh financial service company has been refinanced through bonds issued on the capital markets. The Issuer has hedged the risk that this loan will not be serviced in accordance with the contractual obligations (specifically the payment of interest and principal) by issuing bonds, which provide that the Issuer is obligated to make payment only to the extent that it receives payment from the borrower. The Issuer's default risks have thereby been transferred to investors. See also "Legal risks arising from the issued securities" regarding the legal risks of the issued bonds.

Risks of interest rate changes

Treasury assesses and controls the Issuer's interest rate risk. The Issuer's exposure to changes in interest rates is a mid to long-term risk and primarily affects holdings in liquid securities that were not originally covered by hedging transactions like interest rate swap agreements. The securities may be sold on short notice. A significant risk from interest rate changes could arise where interest rates are not monitored in a timely or sensitive manner, which could produce the concomitant danger that action to cover such interest rate exposure is not taken early enough.

Operating risk

The Issuer has outsourced many functions that are essential for duly managing and controlling its transactions and the risks resulting therefrom to other companies within and outside the Citigroup Group. If the companies to which such functions have been outsourced fail to discharge their contractual obligations within the prescribed time or at all, then this could also impair the Issuer's ability to seasonably meet its own obligations under the issued securities.

Tax risks

The tax assessment notices served on the Issuer and/or on the company that was absorbed by the Issuer in 2003 as part of a merger (formerly Salomon Brothers AG) are typically provisional and made subject to an audit by the German tax authorities or a decision on specific issues by the relevant courts. This is a common procedure that allows tax authorities – in connection with a tax audit or following a general tax ruling by a competent tax court – to levy additional taxes years after a tax assessment was issued.

General business risks

The Issuer's general business risks include any and all risks that do not qualify as either a market risk, a counterparty risk or a liquidity risk, such as

- Settlement risk

The risk that a business transaction is incorrectly processed or that a transaction is executed which is different from the intentions and expectations of the bank's management.

- Information risk

The risk that information, which was generated, received, transmitted or stored within or outside the Issuer's place of business, can no longer be accessed. Furthermore, such information may be of poor quality, or have been wrongly handled or improperly obtained. The information risk also includes risks that are generated by systems and used for processing information.

- Reputation risk

This represents the Issuer's risk that its relations with its customers could be harmed if its services are poor or transactions are incorrectly executed. This risk also includes the risk of entering into business relations with counterparties, whose business practices do not conform to the standards or business ethics of the Issuer.

- Personnel risk

The Issuer has a high demand for qualified and specially trained professionals and managers. Personnel risk entails the risk of high staff turnover and the risk that the Issuer will be unable to retain a sufficient staff of qualified personnel, as well as the risk that the Issuer's employees may knowingly or negligently violate established regulations or the firm's business ethics standards.

- Legal and regulatory risks

The Issuer views legal risks as any and all risks resulting from binding contracts and governing legislation. Regulatory risks result from the legal environment in which the Issuer does business.

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4. Selected financial information of the Issuer

The statutory auditor of the Issuer and Citigroup Global Markets Management AG, as the Issuer's managing general partner until the registration of the merger on 23 June 2010 was and respectively is

KPMG AG
Wirtschaftsprüfungsgesellschaft
Marie-Curie-Str. 30
D-60439 Frankfurt/Main.

The annual financial statements and management reports for fiscal year 1 December 2009 through 30 November 2010 as well as for fiscal year 1 December 2010 through 30 November 2011 as contained in the Issuer`s Registration Document dated 03 May 2012 were audited by the Issuer's statutory auditor and certified with an unqualified auditor's opinion. The Issuer`s Registration Document is incorporated in this Base Prospectus by reference on page F1 of the Issuer Description.

The annual financial statements for fiscal years 2010 and 2011 were prepared in accordance with the provisions of the German Banking Act (*Kreditwesengesetz*), the Stock Corporation Act (*Aktiengesetz*) and the Commercial Code (*Handelsgesetzbuch*), and with the provisions of the Regulation on Financial Institution Accounting.

The balance sheet and the income statement for fiscal years 2010 and 2011 are printed on the following pages.

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Annual Balance Sheet as of November 30, 2011
Citigroup Global Markets Deutschland AG, Frankfurt am Main

Assets

	EUR	EUR	EUR	11/30/2010 TEUR
1. Cash reserve				
a) Petty cash		8.253,90		1
b) Credit balances held at central banks		6.725.279,54		7.341
of which: at the German *Bundesbank* (German Central Bank) EUR 6.725.279,54 (11/30/2010 TEUR 7.341)				
c) Credit balances held at post giro offices		-,--	6.733.533,44	0
2. Receivables from banks				
a) Due upon demand		2.071.643.423,40		1.420.324
b) Other receivables		572.429.689,34	2.644.073.112,74	2.100.140
3. Receivables from clients			411.369.559,95	379.516
of which: secured by mortgages and other real property security interests EUR -,-- (11/30/2010 TEUR -)				
Municipal loans EUR -,-- (11/30/2010 TEUR -)				
4. Debt securities and other fixed-income securities				
a) Money market paper				
aa) issued by government institutions	-,--			-
ab) issued by others	-,--	-,--		-
b) Bonds and debt securities				
ba) issued by government institutions	535.840.901,60			
of which: eligible as collateral with the German Bundesbank EUR 535.840.901,60 (11/30/2010 TEUR 536.501)				
bb) issued by others	-,--	535.840.901,60		
of which: eligible as collateral with the German Bundesbank EUR -,-- (11/30/2010 TEUR -)				
c) Bank's own debt securities		-,--	535.840.901,60	536.501
Face value EUR -,-- (11/30/2010 TEUR -)				
5. Equities and other variable-yield securities			0,00	874.777
5a Trading portfolio			5.054.720.250,32	-
6. Equity investments			679.013,92	679
of which: in banks EUR 217.842,30 (11/30/2010 TEUR 218)				
in financial services institutions EUR -,-- (11/30/2010 TEUR -)				
7. Intangible assets				
a) Internally generated industrial property rights and similar rights and assets		-,--		-
b) Paid-for concessions, industrial property rights and similar rights and assets as well as licenses to such rights and assets		325.014,46		1.177
c) Goodwill		-,--		-
d) Prepayments		-,--	325.014,46	-
8. Tangible assets			2.761.078,70	2.921
9. Other assets			32.875.909,41	3.639.922
10. Prepaid and deferred items			698.746,51	1.015
Total Assets			8.690.077.121,05	8.964.314

Liabilities and Equity Capital

	EUR	EUR	EUR	11/30/2010 TEUR
1. Liabilities owed to banks				
a) Payable on demand		1.503.624.962,65		1.574.998
b) Having an agreed term or notice period		20.505.577,60	1.524.130.540,25	866.817
2. Liabilities owed to clients				
a) Savings deposits				
aa) having an agreed notice period of three months	-,--			-
ab) having an agreed notice period of more than three months	-,--	-,--		-
b) Other liabilities				
ba) payable on demand	1.037.786.334,77			1.016.699
bb) having an agreed term or notice period	262.671.311,64	1.300.457.646,41	1.300.457.646,41	229.193
3. Securitized liabilities				
a) Debt securities issued				
b) Other securitized liabilities	75.517.339,90			77.958
of which:				
Money market paper EUR -,-- (11/30/2010 TEUR -)				
Own acceptance and promissory notes outstanding EUR -,-- (11/30/2010 TEUR -)				
c) Miscellaneous securities liabilities		75.517.339,90	75.517.339,90	651.217
3a Trading portfolio			5.031.667.640,36	-
4. Other liabilities			104.584.416,57	3.746.693
5. Deferred items			260.915,69	268
6. Accrued liabilities				
a) Pension and similar obligations		5.289.482,91		143.620
b) Tax accruals		-,--		
c) Other accrued liabilities		53.586.889,86	58.876.372,77	68.882
7. Funds for general bank risks as defined in § 340e (4) of the German Commercial Code			6.612.564,02	-
8. Equity capital				
a) Subscribed capital				
aa) registered share capital	210.569.889,00			210.570
ab) silent partner capital	122.710.051,49	333.279.940,49		122.710
b) Capital reserve	193.745.810,73	193.745.810,73		193.746
c) Earnings reserve				
ca) legal reserve	33.027.197,15			33.027
cb) reserve for treasury shares	-,--			0
cc) reserves required by articles of association	-,--			0
cd) other earnings reserves	27.916.536,71	60.943.733,86		27.916
d) Unappropriated earnings/loss (balance sheet profit/loss)			587.969.485,08	-
Total Liabilities and Equity Capital			8.690.077.121,05	8.964.314

	EUR	EUR	11/30/2010 TEUR
1. Contingent liabilities			
a) Contingent liabilities from credited but uncleared bills of exchange	-,--		-
b) Contingent liabilities from guarantees and warranty commitments	495.232.114,27		448.220
c) Contingent liabilities from security provided on behalf of third parties	-,--	495.232.114,27	-
2. Other obligations			
a) Commitment under fictitious repurchase (repo) agreements	-,--		-
b) Placement and underwriting commitments	-,--		-
c) Irrevocable lines of credit previously granted	977.359.060,48	977.359.060,48	960.294

Income Statement

for the Period of December 1, 2010 through November 30, 2011

Citigroup Global Markets Deutschland AG, Frankfurt am Main

	EUR	EUR	EUR	12/1/2009-11/31/2010 TEUR
1. Interest income from				
a) Loans and money market transactions	52.380.790,33			72.129
b) Fixed-income securities and debt registered claims	22.108.980,06	74.489.770,39		63
2. Interest expenses		45.511.836,61	28.977.933,78	61.356
3. Current income from				
a) Shares and other variable-yield securities		-,--		8.804
b) Equity investments		44.287,40		32
c) Interests in affiliated enterprises		-,--	44.287,40	
4. Commission income		150.781.999,11		136.498
5. Commission expenses		287.716,08	150.494.283,03	10.906
6. Net income from financial trading operations			59.513.076,13	45.928
included therein are deposits into special account per § 340g HGB EUR 6.612.564,02				
7. Other operating income			14.219.753,96	13.603
8. General administrative expenses				
a) Personnel expenses				
aa) wages and salaries	60.065.909,10			53.235
ab) social security contributions, pension and welfare expenses	4.713.449,34	64.779.358,44		15.258
of which: for pensions EUR 515.918,19 (12/1/2010-11/30/2011 TEUR 11,099)				
b) Other administrative expenses		72.046.978,69	136.826.337,13	73.199
9. Depreciation, amortization and write-down of tangible and intangible assets			2.002.406,72	3.380
10. Other operating expenses			10.224.756,04	36
11. Write-downs of, and provisions for, receivables and certain securities and additions to loan reserves		12.407.146,64		4.756
12. Income from reversal of write-downs of receivables and certain securities, and income from reversal of loan reserves		100.530,28	12.306.616,36	-
13. Income from the reversal of write-downs of equity investments, interests in affiliated enterprises and long-term securities			-,--	65
14. Results from ordinary operations			91.889.218,05	54.996
15. Extraordinary income			36.198.929,56	-
16. Extraordinary expenses			29.954.583,00	-
17. Extraordinary result			6.244.346,56	-
18. Taxes on income and earnings (eanings; prior year expense)		333.495,41		58
19. Other taxes, to the extent not included under item 10		-,--	333.495,41	-
20. Income from loss transfers			-,--	-
21. Profits transferred pursuant to a profit pooling, profit transfer or partial profit transfer agreement			98.467.060,02	54.938
22. Annual net income			-	-
23. Profit carried forward/loss carried forward from prior year			-,--	-
			-,--	-
24. Transfers from capital reserves			-,--	-
			-,--	-
25. Transfers from earnings reserves				
a) From legal reserve		-,--		-
b) From reserve for treasury shares		-,--		-
c) From reserves required by the Bank's articles of association		-,--		-
d) From earnings reserves		-,--	-,--	-
			-,--	-
26. Transfers from capital with participation rights			-,--	-
			-,--	-
27. Transfers to earnings reserve				
a) To legal reserve		-,--		-
b) To reserve for treasury shares		-,--		-
c) To reserve required by the Bank's articles of association		-,--		-
d) To other earnings reserve		-,--	-,--	-
			-,--	-
28. Replenishment capital with participation rights			-,--	-
29. Unappropriated earnings (balance sheet profit)			-,--	-

Annual Balance Sheet as of November 30, 2010
Citigroup Global Markets Deutschland AG, Frankfurt am Main

Assets	EUR	EUR	EUR	Nov 30 2009 TEUR
1. Cash reserve				
a) Petty cash		1.014,25		8
b) Credit balances held at central banks		7.341.508,32		10.769
of which: at the German Bundesbank (German central bank) EUR 7.341.508,32 (11/30/2009 TEUR 10.769)				
c) Credit balances held at Postgiro offices		-,--	7.342.522,57	0
2. Receivables from banks				
a) Due upon demand		1.420.324.346,59		2.644.538
b) Other receivables		2.100.140.160,66	3.520.464.507,25	6.145.068
3. Receivables from customers			379.516.010,44	476.438
of which: secured by mortgages and other real property security interests EUR -,-- (11/30/2009 TEUR -)				
Municipal loans EUR -,-- (11/30/2009 TEUR -)				
4. Debt securities and other fixed-income securities				
a) Money market paper				
aa) issued by government institutions	-,--			-
ab) issued by others	-,--	-,--		-
b) Bonds and debt securities				
ba) issued by government institutions	536.501.068,47			
of which: eligible as collateral with the German Bundesbank EUR 536.501.068,47 (11/30/2009 TEUR -)				
bb) issued by others	-,--	536.501.068,47	536.501.068,47	-
of which: eligible as collateral with the German Bundesbank EUR -,-- (11/30/.2009 TEUR -)				
c) Bank's own debt securities		-,--		-
Face value EUR -,-- (11/30/2009 TEUR -)				
5. Equities and other variable-yield securities			874.776.690,81	690.801
6. Equity investments			679.013,92	679
of which: in banks EUR 217.842,30 (11/30/2009 TEUR 218)				
in financial services institutions EUR -,-- (11/30/2009 TEUR -)				
7. Intangible assets			1.177.157,67	1.966
8. Tangible assets			2.920.821,86	5.166
9. Other assets			3.639.921.732,27	2.775.779
10. Prepaid and deferred items			1.014.755,47	429
Total Assets			8.964.314.280,73	12.751.641

			Liabilities and Equity Capital	
	EUR	EUR	EUR	Nov 30 2009 TEUR
1. Liabilities owed to banks				
a) Payable on demand		1.574.998.366,72		1.695.005
b) Having an agreed term or notice period		866.816.195,50	2.441.814.562,22	5.087.484
2. Liabilities owed to customers				
a) Savings deposits				
aa) having an agreed notice period of three months	-,--			0
ab) having an agreed notice period of more than three months	-,--	-,--		0
b) Other liabilities				
ba) payable on demand	1.016.699.863,66			1.165.863
bb) having an agreed term or notice period	229.192.634,51	1.245.892.498,17	1.245.892.498,17	473.057
3. Securitized liabilities				
a) Debt securities issued				
b) Other securitized liabilities		77.957.506,29		67.315
of which:				
Money market paper EUR -,-- (11/30/2009 TEUR -)				
Own acceptance and promissory notes outstanding EUR -,-- (11/30/2009 TEUR -)				
c) Miscellaneous securitized liabilities		651.217.029,90	729.174.536,19	556.544
4. Other liabilities			3.746.693.033,56	2.915.480
5. Deferred items			267.758,13	267
6. Accrued liabilities				
a) Pension and similar obligations		143.619.750,17		130.991
b) Tax accruals		-,--		
c) Other accrued liabilities		68.882.657,21	212.502.407,38	79.582
7. Equity capital				
a) Subscribed capital				
aa) registered share capital	210.569.889,00			210.570
ab) silent partner capital	122.710.051,49	333.279.940,49		115.894
b) Capital reserve	193.745.810,73	193.745.810,73		192.746
c) Earnings reserve				
ca) legal reserve	33.027.197,15			32.927
cb) reserve for treasury shares	-,--			0
cc) reserves required by the articles of association	-,--			0
cd) other earnings reserves	27.916.536,71	60.943.733,86		27.916
d) Unappropriated earnings/loss (balance sheet profit/loss)		-,--	587.969.485,08	-
Total liabilities and equity capital			8.964.314.280,73	12.751.641

	EUR	EUR	Nov 30 2009 TEUR
1. Contingent liabilities			
a) Contingent liabilities from credited but uncleared bills of exchange	-,--		-
b) Contingent liabilities from guarantees and warranty commitments	448.220.264,45		486.885
c) Contingent liabilities from security provided on behalf of third parties	-,--	448.220.264,45	-
2. Other obligations			
a) Commitment under fictitious repurchase (repo) agreements	-,--		-
b) Placement and underwriting commitments	-,--		-
c) Irrevocable lines of credit previously granted	960.294.312,89	960.294.312,89	773.777

Income Statement
for the Period of December 1, 2009 through November 30, 2010
Citigroup Global Markets Deutschland AG, Frankfurt am Main

	EUR	EUR	EUR	Jan 1, 2009-Nov 30, 2009 TEUR
1. Interest income from				
a) Loans and money market transactions	72.129.010,78			148.921
b) Fixed-income securities and debt register claims	63.013,58	72.192.024,36		
2. Interest expenses		61.355.517,98	10.836.506,38	138.157
3. Current income from				
a) Shares and other variable-yield securities		8.804.316,43		40.323
b) Equity investments		31.679,90		33
c) Interests in affiliated enterprises		-,--	8.835.996,33	-
4. Commission income		136.498.331,05		106.359
5. Commission expenses		10.906.286,95	125.592.044,10	4.070
6. Net income from financial trading operations			45.927.943,46	28.029
7. Other operating income			13.603.237,30	13.766
8. General administrative expenses				
a) Personnel expenses				
aa) wages and salary	53.234.975,53			61.522
ab) social security contributions, pension and welfare expenses	15.258.402,75	68.493.378,28		15.345
of which: for pensions EUR 11.098.850,93 (1/1/2009-11/30/2009 TEUR 10.771)				
b) Other administrative expenses		73.198.463,72	141.691.842,00	73.022
9. Depreciation, amortization and write-down of tangible and intangible assets			3.380.150,28	4.125
10. Other operating expenses			35.718,02	677
11. Write-downs of, and provisions for, receivables and certain securities and additions to loan reserves		4.756.351,44		-
12. Income from reversal of write-downs of receivables and certain securities, and income from reversal of loan reserves		-,--	./. 4.756.351,44	812
13. Write-downs of, and provisions for, equity investments, interests in affiliated enterprises and long-term securities		-,--		65
14. Income from the reversal of write-downs of equity investments, interests in affiliated enterprises and long-term securities		64.700,49	64.700,49	125
15. Results from ordinary operations			54.996.366,32	41.385

	EUR	EUR	EUR	Jan 1, 2009-Nov 30, 2009 TEUR
16. Income taxes (prior year income)		57.783,42		105
17. Other taxes, to the extent not included under item 10		-,--	57.783,42	-
18. Income from loss transfers			-,--	-
19. Profits transferred pursuant to a profit pooling, profit transfer or partial profit transfer agreement			54.938.582,90	41.490
20. Annual net income			-,--	-
21. Profit carried forward/loss carried forward from 2009			-,--	-
			-,--	-
22. Transfers from capital reserves			-,--	-
			-,--	-
23. Transfers from earnings reserves				
a) From legal reserve		-,--		-
b) From reserve for treasury shares		-,--		-
c) From reserves required by the bank's articles of association		-,--		-
d) From other earnings reserves		-,--	-,--	-
			-,--	-
24. Transfers from capital with participation rights			-,--	-
			-,--	-
25. Transfers to earnings reserves				
a) To legal reserve		-,--		-
b) To reserve for treasury shares		-,--		-
c) To reserves required by the Bank's articles of association		-,--		-
d) Other earnings reserves		-,--	-,--	-
			-,--	-
26. Replenishment capital with participation rights			-,--	-
27. Unappropriated earnings (balance sheet profit)			-,--	-

5. Governing bodies of the Issuer

The Issuer is a public limited company (Aktiengesellschaft), which is organized under the laws of Germany. The sole shareholder is Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG.

The supervisory board of the Issuer consists of the following members:

- Hans W. Reich, Kronberg, Director, Chairman, having his business address at Reuterweg 16, 60323 Frankfurt am Main;
- Bradley Gans, London, Director, Deputy Chairman, having his business address at Citigroup Global Markets Ltd., Canary Warf, Canada Square, London, United Kingdom;
- Reiner Henszelewski, Frankfurt am Main, employee representative, having his business address at Reuterweg 16, 60323 Frankfurt am Main.

The executive board of the Issuer consists of the following members:

- Dr. Jasmin Kölbl-Vogt, Frankfurt am Main, Director, Legal Department, Secretary Office of the Board, Regulatory Issues and Human Resources;
- Dr. Nikolaus Närger, Stuttgart, Director, Strategy, Business Planning, Corporate Banking, Asset Finance Products and Global Transaction Services;
- Stefan Wintels, Frankfurt am Main, Director, Investment Banking; Banking – Financial Institutions & Public Sector and Customer Strategy (Banking);
- Christian Spieler, Frankfurt am Main, Director, Fixed Income Product, Share and Warrant Business, Alternative Investments, Asset Finance Products, Bond Issues and Risk Treasury;
- Heinz Peter Srocke, Hanau, Director, Treasury/Liquidity Management, Risk Management / Credit Processing, Accounting and Tax Department;
- Samuel Riley, Frankfurt am Main, Director, Internal Business/Banking Organization, Clearing and Settlement (Securites/Payments), Asset Finance Operations, IT and Operational Risk & Controlling;

all having their business address at Reuterweg 16, 60323 Frankfurt am Main.

The following persons hold the following jobs unrelated to the Issuer, which are significant with respect to the Issuer:

- Hans W. Reich: Member of the supervisory board of Aareal Bank AG;

6. Membership in the German Subgroup of Citigroup

The Issuer is a member of the German subgroup of Citigroup. As a public limited company, it is managed by the executive board. The Issuer is wholly-owned by the German holding company, Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG, a limited partnership with registered offices in Frankfurt/Main.

Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG is also a silent partner of the Issuer, having a silent equity interest ("Stille Einlage") totalling EUR 122,710,051.49 as of 30 November 2011.

The general partner of Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG is Citigroup Global Markets Finance LLC (USA). The sole limited partner is Citi Overseas Investment Bahamas Inc.

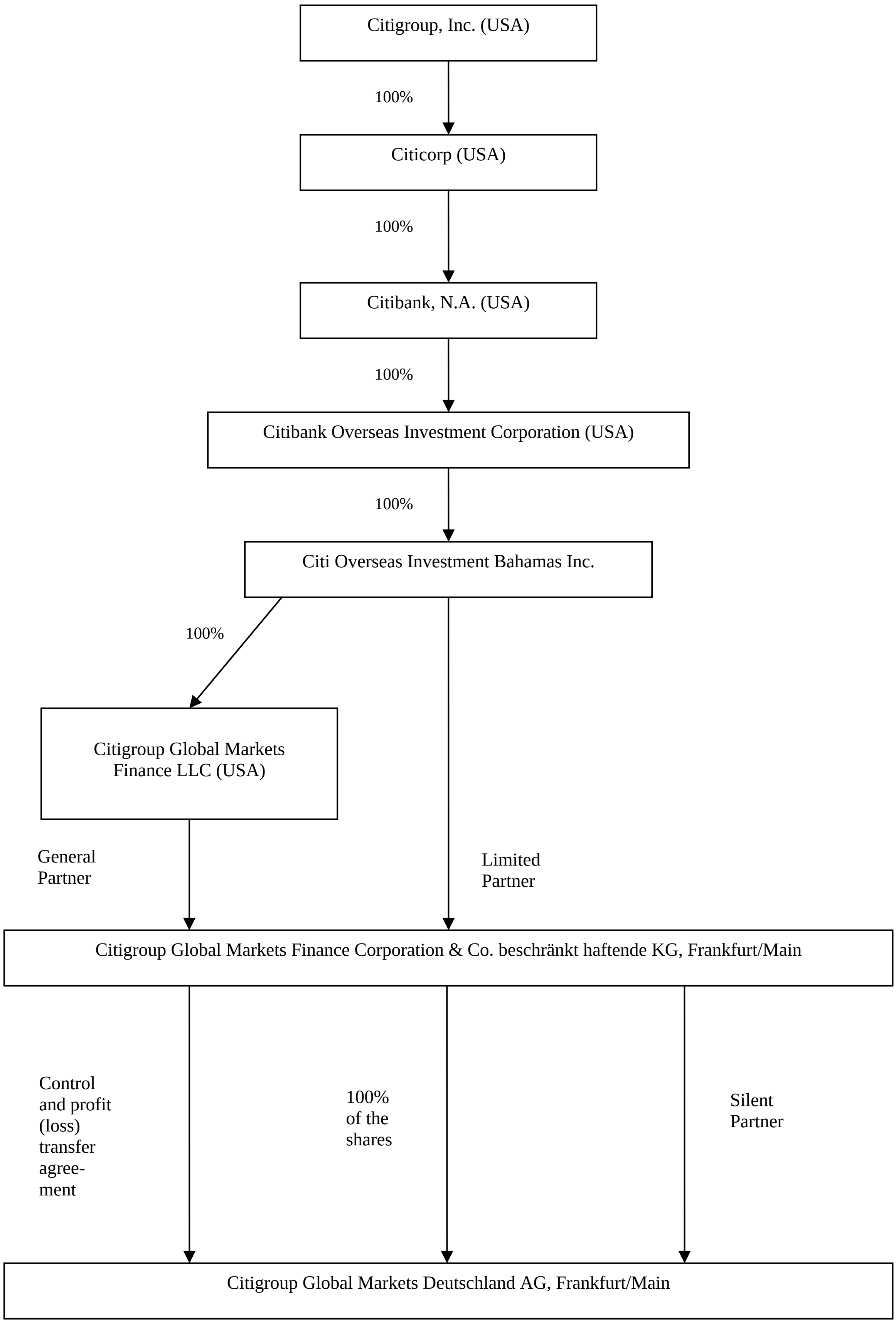
All shares of Citigroup Global Markets Finance LLC are held by Citi Overseas Investment Bahamas Inc., the sole shareholder of which is Citibank Overseas Investment Corporation (USA). This company is in turn wholly-owned by Citibank, N.A. (USA). Citibank, N.A. (USA) is a wholly-owned subsidiary of Citicorp (USA), which in turn is a wholly owned subsidiary of Citigroup, Inc. (USA).

In addition to the integration of the Issuer into the Citigroup Inc. Group, a control and profit (loss) transfer agreement has been executed by the direct parent company and the Issuer.

According to the aforementioned agreement, the Issuer has surrendered the managerial control of its respective enterprises to the direct parent company. Accordingly, the direct parent company is authorised to issue directives and instructions to the Issuer.

Moreover, the Issuer is obligated under the agreement to transfer its entire profit to Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG. As consideration for the transfer, Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG is obligated pursuant to § 302 (1) and (3) of the German Stock Corporation Act ("*AktG*") to indemnify any annual net loss, which the Issuer incurs during the term of the agreement.

Schedule: Affiliation of the Issuer with the German subgroup of Citigroup



7. History of the Issuer

Prior to the merger of Citigroup Global Markets Deutschland GmbH with Citibank AG & Co. KGaA on 12 September 2003, the Issuer conducted business under the name Citibank AG & Co. KGaA.

Citibank AG & Co. KGaA emerged from the organic restructuring of Citibank Aktiengesellschaft on 4 August 2003. Citibank Aktiengesellschaft had operated under this name since 7 October 1992 and, prior thereto, had conducted business as Citibank Invest Kapitalanlagegesellschaft mbH. In connection with the reorganisation of the Citicorp companies in Germany, Citibank Invest Kapitalanlagegesellschaft took over the banking operations from the former Citibank AG, which was then renamed Citibank Beteiligungen Aktiengesellschaft.

Citigroup Global Markets Deutschland GmbH emerged on 4 August 2003 from an organic restructuring of Citigroup Global Markets Deutschland AG, which until 4 April 2003 had traded under the name of Salomon Brothers AG. Upon the merger of Citigroup Global Markets Deutschland GmbH into Citibank AG & Co. KGaA, any and all rights and duties of Citigroup Global Markets Deutschland GmbH passed automatically to Citibank AG & Co. KGaA as the universal legal successor (*Gesamtrechtsnachfolger)*. Citigroup Global Markets Deutschland GmbH was dissolved.

Spin-off agreement 2008

Prior to the reorganisation of the German part of Citigroup in 2008, which is described in more detail below, the sole shareholder of both the Issuer, formerly Citigroup Global Markets Deutschland AG & Co. KGaA, and the former general partner of the Issuer, Citigroup Global Markets Management AG, was Citicorp Deutschland GmbH, which in turn was a wholly-owned subsidiary of Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG. Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG committed to transfer, inter alia, all of its shares in Citicorp Deutschland GmbH to a third party. However, the Issuer, formerly Citigroup Global Markets Deutschland AG & Co. KGaA, and its former general partner, Citigroup Global Markets Management AG, were explicitly excluded from this transfer.

In order to retain the Issuer, formerly Citigroup Global Markets Deutschland AG & Co. KGaA, and its former general partner, Citigroup Global Markets Management AG, within the German Citigroup Group a spin-off was carried out. Citicorp Deutschland GmbH agreed to transfer to Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG with retroactive effect as of 2 January 2008 (i) all shares in the Issuer, (ii) all shares in the Issuer's former general partner, (iii) the control and profit (loss) transfer agreement between Citicorp Deutschland GmbH as controlling entity and the Issuer as controlled entity, (iv) the control profit (loss) transfer agreement between Citicorp Deutschland GmbH as controlling entity and the Issuer's former general partner as controlled entity, and (v) the silent partnership agreement between Citicorp Deutschland GmbH as silent partner and the Issuer. The spin-off agreement has become effective on 25 September 2008.

The sole managing general partner of the Issuer was Citigroup Global Markets Management AG, Frankfurt am Main. The sole limited shareholder was Citigroup Global Markets Finance Corporation & Co. beschränkt haftende KG, which was also the sole shareholder of Citigroup Global Markets Management AG.

Change in legal form of the Issuer and merger of its former general partner 2010

On September 17, 2009, Citigroup Global Markets Deutschland AG & Co. KGaA has changed its fiscal year by resolution of the General Meeting. With effect from December 1, 2009, the fiscal year now begins on 1 December of each year and ends on 30 November of the following year. The reporting year 2009 therefore is a shortened fiscal year which began on January 1, 2009 and ended on November 30, 2009.

In order to simplify the current group structure in Germany and to achieve associated reductions in costs, the annual general meeting of the Issuer further resolved on April 21, 2010 to transform the Issuer into a public limited company (Aktiengesellschaft) under German law and henceforth operate under the name Citigroup Global Markets Deutschland AG. The change in legal form became effective on June 10, 2010 when it was filed in the commercial register.

In addition and following the change in legal form of Citigroup Global Markets Deutschland AG & Co. KGaA, Citigroup Global Markets Management AG was merged with the Issuer. Upon completion of the merger, which became effective on June 23, 2010 when it was filed in the commercial register, Citigroup Global Markets Management AG as the Issuer's former general partner ceased to exist. All rights and obligations passed automatically to the Issuer as its universal legal successor (Gesamtrechtsnachfolger).

Following the change in legal form and the merger, all creditors of Citigroup Global Market Deutschland AG & Co. KGaA and Citigroup Global Markets Management AG are, and will be entitled to demand payment of a security, provided they (i) lodge their claims against Citigroup Global Market Deutschland AG & Co. KGaA (in case of the change in legal form) or Citigroup Global Markets Management AG respectively the Issuer (in case of the merger) in writing and (ii) show credibly that the satisfaction of their claims is endangered by the change in legal form or the merger, in each case within six months following the date of the publication of the registration of the change in legal form or the merger in the commercial register.

8. Business overview

The Issuer operates a corporate and investment banking business, offering companies, governments and institutional investors comprehensive financial strategies in investment banking, fixed income, foreign exchange, equities and derivatives, and global transaction services. In addition, it is also a major Issuer of warrants and certificates, the final acquirers of which are mainly private investors.

9. Business with affiliated enterprises

The majority of the Issuer's brokerage commission income is income from transfer pricing arrangements, which the Issuer receives for brokering transactions between the Issuer's customers and the various Citigroup companies. The Issuer's costs arising from the exchange of services with other individual Group companies is reimbursed through transfer pricing in accordance with existing contracts. Under this arrangement, the various costs and income are calculated and then allocated to the relevant service provider. Such income relates above all to brokerage commission income and income for transactions executed as part of equities trading, the underwriting business, corporate finance and the sale of structured products, corporate derivatives, foreign exchange management products and global relationship banking and on which the Issuer acted as an adviser in connection with the sales activities. The Issuer enjoys a close working relationship in all areas, above all with Citigroup Global Markets Limited, London, and Citibank, N.A., London.

The income generated by brokering transactions entails no risks of credit default and market price.

10. Financial condition and outlook for the company

The Eurozone is likely to endure a new recession inasmuch as the gross domestic product shrank in the fourth quarter of 2011 and will probably continue shrinking in 2012 and 2013. The Bank expects a decline in real GNP of 1.2% in 2012.

The global economy should also cool down in 2012, but there will be significant differences between the various regions. Based on GDP growth of 4.2% in 2010 and 3.0% in 2011, the Bank is projecting global GDP growth to decline to 2.5% for 2012, but expects a slight recov-ery in 2013 as growth climbs to 3.1%. The Bank is projecting the highest regional growth rates for the emerging markets of Asia, Latin America, Africa and the Mid East at 5.1% in 2012 and 6.0% in 2013.

In the Warrants and Certificates Division, the Bank is anticipating a difficult market environ-ment, but is nevertheless expecting a profit for 2012.

Given the forecasts made by the individual business divisions and a restrictive cost manage-ment approach, the Bank is expecting profits in fiscal years 2012 and 2013, but they will be lower than the profits earned in fiscal year 2011 due to the overall economic uncertainty.

No significant events have occurred since the date of the last financial statements.

The Issuer hereby declares that there have been no material adverse changes in the prospects of the Issuer since the date of its last audited financial statements, i.e. 30 November 2011.

There are no governmental interventions, legal proceedings or arbitration proceedings pending or threatened against the Issuer, which have been instituted against it and which may have or have had within the last twelve months significant effects on its financial condition or profitability.

11. Other information

The Issuer is entered in the Commercial Register of the Local Court of Frankfurt/Main under registration number HRB 88301.

The Issuer employed an average of 351 staff members in fiscal year 2011.

C. Risk factors specific to the Issuer

Before deciding to purchase the warrants, investors should carefully read and consider the following specific risks and all of the other information contained in this prospectus. The occurrence of these risks, either independently or simultaneously with other circumstances, may substantially impair the Issuer's business activities or have a material adverse effect on the Issuer's assets and liabilities, financial position and results of operations or on the ability to trade the securities on the secondary market. The sequence in which the following risks are presented is not intended to be either an indication of the probability of their occurrence, their gravity or their importance. An investment in the warrants offered by the Issuer may be subject to additional risks and issues, which are currently unknown to the Issuer or which the Issuer currently believes are immaterial, but which could likewise impair the Issuer's business and business prospects and have a material adverse effect on the Issuer's assets and liabilities, financial position and results of operations. Apart from the risks associated with the securities as described in Part E), investors may lose all or part of their investment if the price of their warrants falls as a result of the occurrence of one or more of the risks described herein, or if the securities can no longer be traded on the secondary market.

Risk that the Issuer will provide limited or no price quotes

Since warrants usually have a time value and therefore their premature exercise (where the warrants can be exercised at any time) would be unwise because otherwise the time value is lost, the ability to sell the warrants described in this prospectus at any time prior to expiry is very important to you. This is where the Issuer's voluntary intention to quote buying and offered prices is of fundamental importance. Accordingly, one of the largest risks you face is that the Issuer will limit or completely renege on its voluntary intention to quote prices. In such a situation and assuming no one else quotes prices for the warrants, your only option would be, in the worst case scenario, to exercise the warrants and lose the time value that may have accrued. The same applies in the event that the exchange listing of the instrument is suspended prematurely.

Taking a different angle, this risk also applies in cases where the warrant can be exercised only on the expiry date (European-style warrants). If the Issuer does not quote buying and offered prices or suspends the listing, then your only alternative in the event that you cannot find a purchaser yourself is to wait until the securities expire. For the period until expiry, you bear the risk that the intrinsic value upon exercise will fall because the price of the underlying falls, or that the securities expire with no intrinsic value at all.

Risk of disrupted securities clearing and settlement or disrupted exchange trading

Where the warrant holder sells the warrants to the Issuer or through a stock exchange, the transaction is settled by payment concurrent upon delivery. In order to exercise warrants, the warrant holder must first transfer its securities to the Issuer. Where warrants are transferred to the Issuer for the purpose of exercise or sold over the stock exchange or to the Issuer, the Issuer will be unable to settle the securities' delivery without the support of third parties, in particular the systems of participating securities depositaries or stock exchanges. If, for whatever reason, the ability of such participating securities depositaries or stock exchanges to provide their clearing and settlement services is impaired, then for the period of such disruption, the Issuer will not be able to accept an exercise or to deliver on any trades. Possible reasons why the Issuer or any aforementioned required third parties are unable to settle securities trades include, for example, technical disruptions as a result of power failures, fires, bomb threats, sabotage, computer viruses, computer errors or attacks. The same applies in the event such disruptions occur at the warrant holder's custodian bank.

Legal risks arising from the issued securities

The Issuer's financial strength could be jeopardised if material components of agreements entered into with third parties prove to be invalid or unenforceable in key respects.

This could occur, for example, if a number of investors purchased the Issuer's publicly offered or exchange-listed securities (in respect of which a prospectus was published in a Member State of the European Union on or after 7 July 2005 in accordance with the relevant national laws enacted to implement the EU Prospectus Directive 2003/71/EC) and then exercised their right to withdraw pursuant to the domestic equivalent of Article 16 (2) of the EU Prospectus Directive 2003/71/EC. Withdrawal would be possible on this basis if material facts in the prospectus for securities issued by the Issuer after 1 July 2005 were incorrect or incomplete, or such facts arose after the prospectus was published and needed to be addressed in a supplement.

Furthermore, the Issuer's financial strength could be jeopardised as a result of claims based on liability for the contents of the prospectus ("prospectus liability") if material facts are negligently omitted or incorrectly described in the Issuer's prospectus and such negligence causes injury or damage to a large number of investors.

In accordance with Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses, the last two years' audited historical financial information in any prospectuses prepared by the Issuer on or after 1 July 2005 pursuant to the national laws enacted to implement the EU Prospectus Directive 2003/71/EC must be presented and prepared in a form consistent with that which will be adopted in the Issuer's next published annual financial statements, having regard to accounting standards and policies and legislation applicable to such annual financial statements. If, despite best efforts made, it is impossible for the Issuer to predict or seasonably implement such future changes, then there is a possibility that investors may withdraw from their transactions or enforce claims based on prospectus liability. In such cases, the Issuer could suffer considerable losses. Moreover, it is conceivable that an ongoing public offer and exchange listing of the securities in question will be suspended if the requirements for a continued listing are no longer met because of a delay in implementing accounting standards as described above. As a result thereof, the Issuer could sustain losses from compensatory damage claims enforced by investors, or the investors could lose the intrinsic value of their warrants if they cannot enter into an off-exchange warrant transaction with the Issuer because of a certain restriction under the public offering.

The Issuer has granted a loan to a financial service company in Kazakhstan. The total value of this loan equals approximately EUR 74.5 million per 30.11.2011. The Issuer has essentially hedged the risk that this loan will not be serviced in accordance with the contractual obligations by issuing bonds, which provide that the Issuer is obligated to make payment only to the extent that it receives payment from the borrower. If the contractual obligations under the bonds unexpectedly require that the Issuer make payments to the bond holders, even though no corresponding payments were received from the borrower, then the Issuer could face liquidity problems. The explanations regarding prospectus liability and the right to withdraw as described in the first two paragraphs above also apply *mutatis mutandis* to the bonds.

Liquidity risk despite control and profit (loss) transfer agreement

The Issuer belongs to the Citigroup Inc. Group. The Issuer and its direct parent company are parties to a control and profit (loss) transfer agreement, which is described more specifically below.

Under the control agreement, the Issuer's management is subject to the direction of the direct parent company. Profits must be transferred to the direct parent company, and losses must be indemnified by the direct parent company.

Pursuant to §§ 301 *et seq.* of the German Stock Corporation Act ("AktG"), the profit transfer or loss indemnity obligation arises only after the annual financial statements for the relevant fiscal year have been approved. If, during the fiscal year, the Issuer faces liquidity bottlenecks, then - despite the control and profit (loss) transfer agreement - the Issuer may not be able to discharge its obligations under the issued securities in a timely manner or at all.

Despite the control and profit (loss) transfer agreement, the Issuer may be unable to meet its obligations under the securities if the Issuer generates a net loss and the direct parent company, which is required to indemnify the loss, is unable or unwilling to meet its contractual obligations as a result of its own liquidity problems or over-indebtedness.

Brokering transactions for other Group companies and allocation of work among Citigroup companies

The majority of the Issuer's brokerage commission income is income from transfer pricing arrangements, which the Issuer receives for brokering transactions between the Issuer's customers and the various Citigroup companies. The Issuer's costs arising from the exchange of services with other individual Group companies is reimbursed through transfer pricing in accordance with existing contracts. Under this arrangement, the various costs and income are calculated and then allocated to the relevant service provider. Such income relates above all to brokerage commission income for transactions executed as part of equities trading, the underwriting business, corporate finance and the sale of structured products, corporate derivatives, foreign exchange management products and global relationship banking and on which the Issuer acted as an adviser in connection with the sales activities. The Issuer enjoys a close working relationship in all areas, above all with Citigroup Global Markets Limited, London, and Citibank, N.A., London.

If a decision is taken within the Citigroup Group that the responsibilities in question should be redistributed among other Group companies, then the Issuer could lose a significant source of income.

Proprietary trading risks related to derivative securities issued by the Issuer

The most important trading risks in warrants trading and/or in the issuance of other derivative instruments by the Issuer are the settlement and/or replacement risks associated with the Issuer's counterparties (specifically the end customers' own banks or brokers) when clearing and settling trades in the issued securities, and the risks that remain after extensive hedging of open positions, which were entered into when the securities were issued.

In order to cover the open positions resulting from the issued securities, the Issuer will execute hedging transactions, which are linked to various risk variables in the risk model used by the Issuer, such as the relevant underlying, the volatility of the underlying, the term to expiry, the expected dividends or the interest rate. Particularly worthy of mention in this context are the risks arising from changes in the volatility of the underlying and so-called “gap risks" as a result of unexpected jumps in the price of the underlying, which can generate losses above all where hedging transactions are executed in order to cover sold knock-out securities. At best, the Issuer can to a large extent close out the open risk positions resulting from the issued securities, but it will be unable to close them out completely or enter into matching positions for all open positions.

If a counterparty of the Issuer defaults, and such counterparty also happens to be one of the Issuer's important sales partners, clearing and settling a large number of customer transactions with the Issuer each day, then there is a risk that hedging transactions, which are entered into by the Issuer before completing the relevant trade in order to close out a risk position arising from transactions in its own securities previously executed with such party, will not be closed as expected because of the counterparty's default, but instead will remain open and therefore will still need to be closed out.

Likewise, the default of one of the Issuer's other counterparties with whom a large number of hedging transactions have been executed could also expose the Issuer to liquidity bottlenecks, if new or higher costs have to be incurred in order to replace the original contracts.

Risks in the credit business

The Issuer's credit portfolio consists primarily of international customers in the industrial and financial services sectors with a first class credit rating. This business policy has enabled loan losses to be avoided in the past. The credit portfolio focuses mostly on a manageable number of borrowing entities. If any of the Issuer's key borrowers fail to meet their obligations, then risk provisioning could conceivably increase significantly or loan defaults could occur.

Approximately EUR 74.5 million per 30.11.2011 in loan to a Kazakh financial service company has been refinanced through bonds issued on the capital markets. The Issuer has hedged the risk that this loan will not be serviced in accordance with the contractual obligations (specifically the payment of interest and principal) by issuing bonds, which provide that the Issuer is obligated to make payment only to the extent that it receives payment from the borrower. The Issuer's default risks have thereby been transferred to investors. See also "Legal risks arising from the issued securities" regarding the legal risks of the issued bonds.

Risks of interest rate changes

Treasury assesses and controls the Issuer's interest rate risk. The Issuer's exposure to changes in interest rates is a mid to long-term risk and primarily affects holdings in liquid securities that were not originally covered by hedging transactions like interest rate swap agreements. The securities may be sold on short notice. A significant risk from interest rate changes could arise where interest rates are not monitored in a timely or sensitive manner, which could produce the concomitant danger that action to cover such interest rate exposure is not taken early enough.

Operating risk

The Issuer has outsourced many functions that are essential for duly managing and controlling its transactions and the risks resulting therefrom to other companies within and outside the Citigroup Group. If the companies to which such functions have been outsourced fail to discharge their contractual obligations within the prescribed time or at all, then this could also impair the Issuer's ability to seasonably meet its own obligations under the issued securities.

Tax risks

The tax assessment notices served on the Issuer and/or on the company that was absorbed by the Issuer in 2003 as part of a merger (formerly Salomon Brothers AG) are typically provisional and made subject to an audit by the German tax authorities or a decision on specific issues by the relevant courts. This is a common procedure that allows tax authorities – in connection with a tax audit or following a general tax ruling by a competent tax court - to levy additional taxes years after a tax assessment was issued.

General business risks

The Issuer's general business risks include any and all risks that do not qualify as either a market risk, a counterparty risk or a liquidity risk, such as

- Settlement risk

The risk that a business transaction is incorrectly processed or that a transaction is executed which is different from the intentions and expectations of the bank's management.

- Information risk

The risk that information, which was generated, received, transmitted or stored within or outside the Issuer's place of business, can no longer be accessed. Furthermore, such information may be of poor quality, or have been wrongly handled or improperly obtained. The information risk also includes risks that are generated by systems and used for processing information.

- Reputation risk

This represents the Issuer's risk that its relations with its customers could be harmed if its services are poor or transactions are incorrectly executed. This risk also includes the risk of entering into business relations with counterparties, whose business practices do not conform to the standards or business ethics of the Issuer.

- Personnel risk

The Issuer has a high demand for qualified and specially trained professionals and managers. Personnel risk entails the risk of high staff turnover and the risk that the Issuer will be unable to retain a sufficient staff of qualified personnel, as well as the risk that the Issuer's employees may knowingly or negligently violate established regulations or the firm's business ethics standards.

- Legal and regulatory risks

The Issuer views legal risks as any and all risks resulting from binding contracts and governing legislation. Regulatory risks result from the legal environment in which the Issuer does business.

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D. Risk factors associated with the securities

1. General risk factors of warrants

The general risk factors of warrants, as subsequently described, apply to all type of warrants included in this base prospectus. All references to call or put warrants in this paragraph should also be understood as references to bull and bear warrants. Specific risk factors of individual types of warrants are described under 2 through 5.

Risk of losing entire investment

Warrants are very high-risk investment instruments. If you invest in warrants, you run a particularly high risk of losing some or all of the capital you invested, plus the transaction costs and, if applicable, loan costs. The rights certificated in warrants may expire or become worthless because this type of instrument always embodies rights of limited duration only.

If you purchase warrants, you acquire the right to receive a sum of money from the Issuer subject to certain conditions, and the amount you receive will equal the warrants' intrinsic value upon exercise or expiry (converted into the cash currency, if applicable). This right is framed differently for call and put warrants: while the intrinsic value (according to the warrant terms and conditions) of call warrants depends on the amount by which the reference price of the underlying exceeds the strike, for put warrants the intrinsic value depends on the amount by which the reference price of the underlying falls below the strike, in each case being multiplied by the Multiplier. In general, the value of the warrant will change during its term in line with the price of the underlying: if all other factors affecting price are disregarded, a call warrant will often drop in value if the price of the underlying falls. The opposite is true for put warrants – the value of a put warrant will fall if the price of the underlying increases. Your entire investment will be lost if the warrant is worthless when it expires, i.e. if the price of the underlying at the end of the exercise period or in case of expiry is less (call warrants) or more (put warrants) than the strike. Total loss means that the option has no intrinsic value when it expires, and the warrant holder cannot thereby claim payment of any intrinsic value upon exercise.

A warrant does not embody a right to receive interest or dividend payments and therefore does not yield any regular income. Thus, any decrease in the value of the warrant cannot be offset by other income generated by the warrant.

Risk of losing your entire investment is not limited to the price of the warrant since there are also transaction costs and sometimes loan costs involved

Irrespective of and in addition to the risk of losing your entire investment, there is also the risk that your gain or loss will be affected by transaction costs, which are invoiced by the custodian bank or the stock exchange through which you execute your buy or sell orders. Transaction costs may make your loss even greater.

The risk increases even more if you borrow money to finance the acquisition of warrants. In this case, not only do you have to accept the loss incurred should the market perform contrary to your expectations, but you must also pay interest on and repay the loan. Therefore, you should never rely on being able to repay the loan principal and interest out of profits made on warrants. Instead, before purchasing the warrants and taking out a loan, review your financial situation to see whether you would still be able to pay interest and repay the loan (potentially on short notice) if you sustain a loss instead of making the anticipated profit.

Disproportionate fluctuation of warrant prices (leverage)

One of the key features of warrants is their so-called “leverage”: a change in the value of the underlying can have a disproportionate impact on the value of the warrant. At the same time, warrants are also subject to a disproportionate risk of loss. A warrant's leverage can work in each direction; in other words, an investor may be advantaged or particularly disadvantaged depending on whether the factors that determine value develop favourably or unfavourably. Thus, when purchasing warrants, you should take into account the fact that as the leverage of a warrant grows, so does the associated risk of loss.

Issuer's hedging transactions

In order to hedge its obligations under warrants, the Issuer continually trades in the underlying, in derivatives referenced to the underlying, or in other underlyings or derivatives which influence the price of the underlying or whose price or volatility closely tracks the price movement or volatility of the underlying.

In general, such hedging transactions have the potential to amplify changes in the price of the underlying or the underlying's volatility, i.e. additional hedging positions may cause prices that are increasing anyway to increase even further, and vice versa for falling prices. If such price trends are intended to be reinforced, this would accordingly affect the price of the warrant or the gain or loss upon exercise of the warrant.

The Issuer executes hedging transactions on an ongoing basis (i.e. at any time). The Issuer will make appropriate adjustments to its matching positions, particularly if one of the value determining factors changes.

The Issuer will also adjust its hedging positions if it sells additional warrants (its net position in the class increases) or buys back warrants (and its net position in the class decreases).

If the warrants are exercised during their term, and above all if they are exercised shortly before or upon the expiry date, then the Issuer will once again close out the associated hedging positions. In particular, if warrants are exercised on the expiry date, such action may result in all hedging positions being closed out within a short period of time. Depending on the number of exercisable warrants, the then-prevailing market situation and the liquidity of the respective underlying, it is possible that this will adversely affect the reference price of the underlying when the warrant is exercised and thus also adversely affect the type and magnitude of the cash amount.

Transactions that exclude or limit risks

Do not rely on the ability at any time during the term of the warrant to enter into transactions through which you can exclude or limit the risks associated with warrants. It may be impossible to execute such transactions, or such transactions might be capable of execution, but only at a loss to you.

Secondary market in the warrants

Under normal market conditions, the Issuer intends to regularly quote buying and offered prices for the warrants. Nevertheless, the Issuer does not provide any legal undertaking to warrant holders that it will quote such prices or that such prices are calculated or reasonable. Therefore, you should not rely on the ability to sell at a certain time or at a certain price during the term of the warrant.

The Issuer may have provided a voluntary undertaking to certain stock exchanges that it would quote buying and offered 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 warrant 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 warrants are temporarily sold out. In the latter case, only a buying price (and not a sell price) must be quoted.

Do not assume that other market participants besides the Issuer will quote buying and offered prices for the warrants. Furthermore, the liquidity of the warrants will not necessarily increase if the warrants are listed on the stock exchange. Instead, you should assume that any price quoted on the stock exchange can only move within the range of buying and offered prices set by the Issuer, if applicable, and that your order will be directly or indirectly executed against the Issuer.

Since warrants usually have a time value and therefore premature exercise is unwise (otherwise the time value is lost), the ability to sell the warrants at any time prior to expiry is very important to you. This is where the Issuer's voluntary intention to quote buying and offered prices is of fundamental importance. In this respect, one of the largest risks you face is that the Issuer will limit or completely renege on its voluntary intention to quote prices. In such a situation and assuming no one else quotes prices for the warrants, your only option would be, in the worst case scenario, to exercise the warrants and lose the time value that may have accrued (american-style warrants) or to wait until the next expiry date associated with the respective price risk and price chances until this date (european-style warrants).

The warrants are intended to be listed on the stock exchanges set forth in the final offering terms and conditions ("Final Offering Terms and Conditions"). Even after the warrants are listed, it cannot be guaranteed that the listing will be permanently maintained. If the warrants are not permanently traded on the relevant stock exchanges, it becomes significantly more difficult to purchase and sell such warrants. 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 warrants. In addition, the number of issued warrants decreases as they are exercised and thus their liquidity may decrease over time. The Issuer is also entitled, but not obliged, to buy back warrants at any time on the open market, over-the-counter or pursuant to a tender offer. Securities 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. If the secondary market for warrants becomes illiquid and the investor is unable to sell his warrants, then he may be forced to exercise the warrants in order to realise their value.

Deviation of the pricing model

In contrast to most other securities, where market prices are generally based on the principle of supply and demand, the secondary market prices of warrants are calculated based on theoretical pricing models. The prices of warrants are thereby subject to the influence of the degree of competition and the profit margins available to the offeror in this context.

The pricing model applied by the Issuer does only state 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 paramount importance as the Issuer usually will be the only market participant to quote buy and sell prices for its securities.

Restricted secondary trading if the electronic trading system is unavailable

Due to the large number of trades in derivative securities typically handled by the Issuer, it is particularly important for the Issuer and warrant holders that trading in the warrants be conducted *via* an electronic trading system so that buying and offered prices can be quoted for exchange and off-exchange trading. If the electronic trading system used by the Issuer were to become partially or completely unavailable, then such a development would have a corresponding effect on the tradability of the warrants.

Risk of estimating the price of the underlying

If the underlying is traded on its home market by the Issuer or through the relevant stock exchange at times when there is trading in the warrants on the secondary market, then the price of the underlying is incorporated as a known variable into the warrant pricing calculation. By way of exception, however, the price of the underlying may also need to be estimated, if the warrant referenced to the underlying is traded at a time when the market for the underlying is in fact closed. In general, this problem could apply to all warrants irrespective of the time at which they are traded because the Issuer currently offers off-exchange trading in its warrants at times when, for example, Central European shares or share indexes are not usually traded on the local markets or stock exchanges. This problem applies above all to underlying instruments that are traded in time zones that are far removed from Central Europe, such as American or Japanese shares or share indexes in those regions. The same problem may arise if the warrants cannot be traded because of a public holiday on the secondary market, while the home market for the underlying is open. If the Issuer estimates the price of the underlying when the home market is closed, its estimate may prove to be accurate, too high or too low within just a few hours of the home market reopening for trade in the underlying. Accordingly, the warrant prices set by the Issuer prior to the home market opening may prove to be too high or too low after the fact. If you wish to avoid this risk, make sure where possible that you execute your buy or sell orders at a time when the home market for your warrant's underlying is open.

The effect of market depth in the underlying on warrant pricing

The less liquidity the underlying has or the greater the spread between the buying and offered prices for the underlying or the derivatives referenced thereto, the higher the warrant Issuer's hedging costs tend to be. When quoting prices for the warrants, the Issuer will factor in such hedging costs and will pass them on to the warrant holders by incorporating them in the buying and offered prices.

Size of the offering

The size of the offering as set out in this Prospectus represents the maximum volume of securities offered, but is not indicative of the volume of securities actually issued and deposited with a central depository. This volume is based on market conditions and can change during the term of the securities. As a result, please note that the specified size of the offering does not provide an indicative basis for the liquidity of the securities on the secondary market.

Hedging transactions executed by warrant purchasers

Potential purchasers of warrants, who wish to hedge against the market risks associated with an investment in the underlying by purchasing the offered warrants, should be aware of the difficulties associated with hedging. For example, the performance of the warrants may not be in line with the performance of the respective underlying.

Risk of default by the warrant Issuer

The warrants represent general and non-collateralised contractual liabilities of the Issuer, which are ranked equally among themselves and with the Issuer's other existing, non-collateralised, non-subordinated liabilities. If the Issuer becomes insolvent, you may suffer a loss, potentially of your entire investment, irrespective of any favourable development of the other value determining factors, such as the underlying or the volatility of the warrants. As bearer securities, the warrants are not covered under deposit protection ("Einlagensicherung").

Intrinsic value may be subject to currency risk

For the period during which you hold the warrants, the return on your investment is subject to a currency risk if the underlying of the warrant is expressed in a currency other than the currency in which the cash amount is paid out (cash currency).

The risk of loss upon redemption or expiry or sale of the warrants during their term respectively not only depends on changes in the price of the underlying but also on the development of the respective currency markets. Negative changes on the respective currency markets, i.e. an increase of the value of the cash currency compared to the currency of the underlying, are raising the risk of loss by decreasing the value of the warrants during their term and the amount of a possible cash amount upon expiry or redemption correspondingly.

Risk of warrants with currency protection (quanto warrants)

The exchange rate of warrants with currency protection (quanto warrants) at which the intrinsic value, expressed in the currency of the underlying, will be converted into the cash currency at expiry or upon redemption is predetermined in the relevant terms and conditions of the warrants. However, even the price of warrants with currency protection, assuming that all other value determining factors remain constant, may react to currency fluctuations prior to final maturity or the redemption of the warrants respectively. This may occur if you intend to sell the warrants on the secondary market as the economic value of the currency protection during the term of the warrants is subject to fluctuations and to be integrated into the price calculation of the warrants. In this regard the price of the warrant with currency protection regularly increases; thus, if you intend to sell the warrants during their term, you may accordingly be exposed to a currency risk. Furthermore, it is assumed that you pay possible costs arising from the currency protection.

Upon redemption by the warrant holder respectively termination by the Issuer, the cash amount of open end warrants without defined final maturity will be calculated on the basis of the currency exchange rate determined at the issue date without respecting any exchange rate risks. In a second step the cash amount will be decreased (in case of net asset costs) or increased (in case of net asset proceeds) by the net costs of the currency protection since the issue date calculated by the Issuer in its reasonable discretion. The calculation cycle of the net asset costs of the currency protection is stipulated in the terms and conditions and usually occurs daily but can also be constituted to the maximum cycle of the redemption right (e.g.once a month). The Issuer respects the daily net asset costs of the currency protection within its pricing of the warrants on the secondary market.

Minimum exercise volume

Warrants that may be exercised at any time (American-style warrants) may only be exercised in a predetermined minimum exercise volume. If the warrant holder holds less than the minimum exercise volume of warrants, then he cannot exercise them, but must either acquire the number of warrants required to take his holding up to the minimum exercise volume or sell his warrants. No minimum volume applies to European-style warrants, which are automatically exercised upon the expiry date.

Impossible to forecast the cash amount upon exercise

The proceeds cannot be precisely forecast when warrants are exercised because the reference price of the underlying, which is used as the basis for settlement (i.e., compared with the strike), cannot be determined until all exercise prerequisites have been met. The longer actual settlement and clearing takes, the greater the risk associated with the volatility of the underlying, i.e., the greater the risk that the underlying will perform poorly or even lose its entire value between the time that you decide to exercise your warrants and the time when the reference price applicable upon exercise is determined. In some cases, even greater loss may be sustained as a result of adverse currency fluctuations during the aforementioned period (see also above "Intrinsic value may be subject to currency risk").

Potential conflicts of interest

The Issuer, its affiliated enterprises (if applicable) or other companies belonging to or affiliated with Citigroup Inc., may actively trade in the underlying, other instruments or derivatives referenced to the underlying, exchange-traded options or exchange-traded forwards, or may issue other securities or derivatives referenced to the underlying. The Companies may also be involved in acquiring new shares or other underlying instruments or individual companies incorporated in share indexes or equities baskets, or may act as financial advisor to the aforementioned entities or work together with them in commercial banking operations. The above activities may give rise to conflicts of interest and may adversely affect the price of the underlying or securities referenced to the underlying (such as the warrants).

Effects of market disruptions on exercise or secondary trading

If market disruptions affecting the underlying occur at the time of exercise, then the Issuer reserves the right to postpone the date for calculating the reference price applicable upon exercise. Such action may give rise to an additional risk for you if the underlying performs poorly during the period of the postponement or, if applicable, the exchange rate for converting the intrinsic value into the cash currency falls.

Market disruptions are any suspension of or significant restriction on trading in the underlying, its components or certain derivatives referenced to the underlying, in each case on certain organised markets.

With respect to trading warrants, a postponement in the exercise of the warrants as a result of market disruptions will be deemed to have occurred in the event that the quotation of the Issuer’s buying and offered prices is suspended or greatly limited, only prices for smaller volumes are quoted, the spread between the buying and offered prices expands, or there has been a combination of the foregoing occurrences. The aforementioned occurrences may temporarily or permanently restrict the saleability of the warrants, make them more expensive or saddle them with an additional price risk, particularly if the price of the underlying develops negatively in such a situation.

Postponement of exercise as a result of political risk

In the event that the Issuer or the respective exercise agent is not actually or legally in a position to fulfill its liabilities under the warrants in a legally admissible fashion in Frankfurt am Main or at the place of the respective exercise agent (e.g., because of a moratorium or legal prohibition imposed in connection with certain political events), then the due date of such liabilities will be postponed until the date on which it is actually or legally feasible for the Issuer or the respective exercise agent to fulfill its liabilities in Frankfurt am Main or the place of the exercise agent. The warrant holders will not be entitled, as a result of such postponement, to enforce any rights against the assets of the Issuer or the exercise agent, which are located in Frankfurt am Main or elsewhere.

If any of the events described above affect only the exercise agent and not the Issuer, then the Issuer shall, at the request of warrant holders, satisfy its obligations under the warrants in Frankfurt am Main instead of the place of the exercise agent.

Substantial change of the warrant price as a result of adjustment or substitution of the underlying

If the underlying is replaced by another underlying (e.g., in the event that a stock corporation is taken over by or merged with another listed stock corporation), or if the old underlying is no longer listed, or if a share index is discontinued and replaced by another share index, then the implied volatility of the new underlying as estimated by the Issuer may be lower or higher than the volatility of the old underlying. Any such major jump in volatility will adversely affect the warrant price if the implied volatility of the new underlying is less than that of the old underlying. In addition, if the existing underlying is substituted and the price prospects for the new underlying are worse than those for the old underlying, then such a development could have an adverse effect on the price of call warrants, while better price prospects for the new underlying could have an adverse effect on the value of put warrants.

If it is not possible to adjust the underlying in line with the changes that have occurred, then the warrants may expire with no value or may be repaid early at current fair market value. Even in the event of early repayment at market value, you are still exposed to a risk of loss should the fair market value at such time be less than the price at which you purchased the warrants. With this type of security at least, you no longer have an opportunity to recoup any losses.

2. Risk factors specific to plain vanilla, call or put warrants

Loss of time value

The price of a warrant is calculated on the basis of two price components (intrinsic value and time value). During its term, the intrinsic value of a warrant corresponds to the difference between the current price of the underlying and the strike (in the case of call warrants) (if positive) or between the strike and the current price of the underlying (in the case of put warrants) (if positive), in each case multiplied by the ratio. However, the time value depends to a considerable degree on the residual maturity of the warrant, as well as the expected frequency and intensity of fluctuations in the price of the underlying during the term of the warrant (implied volatility). The probability of positive movements in the price of the underlying decreases as the warrant's term to expiry elapses, which means that the value of a warrant will decrease if all other value determining factors remain constant. Assuming that all other factors remain constant or unchanged, the time value of the warrant will decrease (first slowly and then more and more rapidly) as the term to expiry becomes shorter. The decline in the time value accelerates towards the end of the term of the warrant because the probability of a positive intrinsic value upon exercise or expiry rapidly decreases as the term to expiry gets shorter and shorter. At the end of the exercise period, the time value must necessarily be zero because the cash amount upon exercise or expiry equals the intrinsic value of the warrant.

Other value determining factors

Among the price of the underlying and its implied volatility, a well as the residual maturity of the warrant, the value of a warrant also depends on other value determining factors, such as (inter alia) the interest rate on the financial market relating to the residual maturity, expected earnings from hedging activities of the Issuer in or relating to the underlying (e.g. dividend income for shares or basket of shares) and the amount of refinancing costs of the Issuer for the respective hedging activities.

Even if the price of the underlying increases in the case of a call warrant or decreases in the case of a put warrant, the warrant may still lose value as a result of other value determining factors. Due to the fact that the term of warrants is always limited, you cannot rely on a recovery of the warrant price before the expiry date. The shorter the remaining time to maturity of the warrants, the greater the risk is.

3. Risk factors specific to turbo bull and bear warrants with knock-out barrier

Risk of losing your entire investment prematurely as a result of the knock-out event

If the relevant reference value of the underlying - during the underlying's ordinary trading hours - matches or falls below (bull), or matches or exceeds (bear) the knock-out barrier of the turbo warrant at any time on or after the date upon which the turbo warrants were first offered ("knock-out"), then the turbo warrants will be prematurely terminated when the knock-out is triggered and will expire worthless. These consequences will materialise even if the knock-out was triggered by market disruptions or if the knock-out barrier was breached for only a short time and only once on or after the date upon which the turbo warrants were first offered. If your warrants are knocked out, you will loose all of the capital you invested. Turbo warrants are very high risk securities because of the risk of knock-out events.

The kind of risk to lose the capital invested in case of a knock-out event depends on the special features of the warrants determined in the terms and conditions. You must distinguish between three possibilities:

3.1. Turbo warrants, where the strike matches the knock-out barrier

In case of a knock-out event incurring to turbo warrants, where the strike matches the knock-out barrier, **you will loose your whole capital invested**.

3.2. Turbo warrants, where the strike does not match the knock-out barrier and the gap risk is not borne by the warrant holder directly (Turbo stop-loss warrants without direct gap risk)

With turbo warrants, where the strike does not match the knock-out barrier and the gap risk is not borne by the warrant holder directly, at the knock-out event you will suffer a loss that is corresponding to the difference between your invested capital (including transaction costs) and the stop-loss cash amount paid by the Issuer at the knock-out event. The stop-loss cash amount is equal to the intrinsic value of the warrant at the knock-out event, this means the difference between the knock-out barrier and the strike (bull) respectively the strike and the knock-out barrier (bear) in each case multiplied by the Multiplier and, if applicable converted into the cash currency (stop-loss cash amount).

3.3. Turbo warrants where, the strike does not match the knock-out barrier and the gap risk is borne by the warrant holder directly (Turbo stoploss warrants subject to gap risk)

With turbo warrants, where the strike does not match the knock-out barrier and the gap risk is borne by the warrant holder, in case of a knock-out event you will suffer a loss that is corresponding to the difference between your invested capital (including transaction costs) and the stop-loss cash amount paid by the Issuer at the knock-out event. If a knock-out event occurs, the stop-loss cash amount is equal to the difference between the hedge price of the underlying calculated by the Issuer and the strike (bull) respectively the strike and the hedge price (bear), in each case multiplied by the Multiplier and, if applicable converted into the cash currency (stop-loss cash amount). This so called hedge price of the underlying is the price as determined by the Issuer at its own reasonable discretion within a period of time defined in the terms and conditions of the warrants which will, in each case at the relevant time following the occurrence of a knock-out event, be determined as the fair market price of the Underlying in consideration of the calculatory proceeds of the dissolution of the hedge positions. Since the hedge price of the underlying calculated by the Issuer can also be far below (bull) or far above (bear) the knock-out barrier, the "gap risk" is borne by the warrant holder. The greater the difference between the strike and the knock-out barrier, the greater the warrant holder's maximum loss in the event of a sufficiently high gap risk. **The worst case scenario is that the stop-loss cash amount equals zero and the warrant holder suffers a total loss of his invested capital.**

Price risk of increasing implied volatility

Similar to plain vanilla call or put warrants, the price of turbo warrants during their term is not only affected by the price of the underling, but also by other value determining factors (see 2. “Risk factors specific to plain vanilla call or put warrants”) such as the implied volatility of the underlying. However, the implied volatility is affecting the price of the warrants in the secondary market with the following particularities:

If the price of the underlying approaches the knock-out barrier of your turbo warrant (turbo product type 3.1) or if the strike and the knock-out barrier of your turbo warrant are within close proximity of one other and the price of the underlying approaches the knock-out barrier (turbo product type 3.2 and 3.3), then there is an increased risk that the warrant will be knocked out and will therefore prematurely expire worthless. If the price of the underlying nears the knock-out barrier and the implied volatility increases while all other factors influencing pricing remain the same (particularly the price of the underlying), then the price of the knock-out turbo warrant will fall because there is a higher probability that the warrant will be knocked out and will expire worthless. Conversely, if the implied volatility decreases, then the price of the turbo warrant will increase because it becomes less likely that the warrant will be prematurely knocked out.

As far as you are concerned, an increase in the underlying instrument's implied volatility represents a price risk if the price of the underlying approaches the knock-out barrier. The closer the knock-out barrier of your warrant to the current price of the instrument underlying your turbo warrant, the greater the influence of implied volatility on the warrant price (i.e., implied volatility will account for a greater share of the warrant price) and thus the greater the warrant's sensitivity to volatility fluctuations. The greater the gap between the knock-out barrier of your warrant and the current price of the instrument underlying your turbo warrant, the less implied volatility will affect the price of the warrant and thus the warrant's sensitivity to volatility fluctuations will be insignificant or even zero.

Compared to call or put warrants that are not subject to knock-out barriers ("standard warrants"), the price of turbo warrants will react in exactly the opposite way to changes in volatility. While the price of standard warrants increases (falls) if volatility increases (falls), the price of turbo warrants with a knock-out feature will decrease (increase) if volatility increases (falls), but will do so only if the price of the underlying is in the vicinity of the knock-out barrier.

Gap risk

The term "gap-risk" describes the risk that the price of the underlying will change significantly from one level to another, for example between the close of trading on one day and when trading resumes on the next trading day, and that such change will trigger a knock-out event. For example, if an index opens at 2.5% higher or lower than the closing price the day before and such change will trigger a knock-out event, then the Issuer will face substantial price risks in adjusting the hedging transactions entered into to cover the warrants sold. Usually the Issuer can hedge the price movement of the underlying only up to the relevant knock-out barrier. In case the gap move goes beyond that level the loss thus incurred has to be borne by the Issuer (turbo product types 3.1 and 3.2). However, in case of turbo product type 3.3, the loss incurred up to the strike has to be borne by yourself (“direct gap risk”), whereas the loss incurred in excess thereof has to be borne once again by the Issuer, as it may be impossible to unwind the hedging transactions at the knock-out barrier or a level between the strike and the knock-out barrier. With Turbo warrants of product types 3.1 and 3.2 the holder does not carry gap risk directly. However, the gap risks are usually projected for the future and are passed on by the Issuer to warrant purchasers as a component of the price quotation. In case of turbo product types 3.1 and 3.2, the assumption of the gap risk by the warrant holders can be described as indirectly. From a perspective in retrospect it is feasible that the gap risks will be over- or underestimated by the Issuer.

4. Risks specific to open end turbo warrants with knock-out barrier

Compared to turbo warrants with a specific maturity, open end turbo warrants with knock-out barrier are associated with the following additional risks:

Risk of exercise of the warrants and Issuer´s termination right

The warrants do not have a specified term and represent therefore open end warrants. The term of the warrants will cease either upon valid exercise of the warrants in accordance with the terms and conditions (only in respect of the validly exercised warrants) or upon termination of the warrants in whole by the Issuer or upon the case of a knock-out event or by early redemption of the warrants in whole in case the terms and conditions provide such early redemption event. The warrants may be exercised by the respective warrant holder with effect to exercise dates specified as such in the terms and conditions of the warrants. The warrant holder´s exercise right is subject to further prerequisites which are specified in detail in the terms and conditions of the warrants. For purposes of calculating the respective cash amount, the respective exercise date with respect to which warrants are validly exercised will be the (final) valuation date.

The Issuer is entitled to terminate the warrants in whole in accordance with the terms and conditions of the warrants. Such termination of the warrants is subject to a prior notification of the warrant holders by the Issuer in accordance with the terms and conditions of the warrants. For purposes of calculating the respective cash amount upon Issuer´s termination, the respective effective date of such termination will be the (final) valuation date. Due to such Issuer´s termination right and to a possible knock-out event, you may not rely on being able to exercise the warrants with effect to a specific exercise date.

Knock-out and gap risk

If the price of the underlying, as defined in the terms and conditions of the warrants, matches or falls below (bull warrant) respectively matches or rises above (bear warrants) the knock-out barrier of the open end turbo warrant within the defined observation period and during the defined observation hours, then the term of the open end turbo warrants is prematurely terminated and the option rights expire worthless.This does even apply if a market disruption leads to the occurrence of the Knock-Out event, or if the knock-out event occurred only once and for a limited period after the date or initial offer. Due to the risk of the occurrence of a Knock-Out event, open end turbo warrants are securities with a particular high degree of risk.

With open end turbo warrants, in case of a knock-out event you will suffer a loss that is corresponding to the difference between your invested capital (including transaction costs) and the stop-loss cash amount paid by the Issuer at the knock-out event. If a knock-out event occurs, the stop-loss cash amount is equal to the difference between the hedge price of the underlying calculated by the Issuer and the strike (bull) respectively the strike and the hedge price (bear), in each case multiplied by the multiplier and, if applicable converted into the cash currency. This so called hedge price of the underlying is the price as determined by the Issuer at its own reasonable discretion within a period of time defined in the terms and conditions of the warrants which will, in each case at the relevant time following the occurrence of a knock-out event, be determined as the fair market price of the Underlying in consideration of the calculatory proceeds of the dissolution of the hedge positions. Since the hedge price of the underlying calculated by the Issuer can also be far below (bull) or far above (bear) the knock-out barrier, the gap risk is borne by the warrant holder. The greater the difference between the strike and the knock-out barrier, the greater the warrant holder's maximum loss in the event of a sufficiently high gap risk. **The worst case scenario is that the stop-loss cash amount equals zero and the warrant holder suffers a total loss of his invested capital.**

Occurrence of a knock-out event outside the regular trading hours on the secondary market

In general, you face the risk that a knock-out event will occur outside the hours when the warrants are ordinarily traded. Such a risk may materialise if the hours during which the warrants are traded (through the Issuer or stock exchanges on which the warrants may be listed) differ from the hours when the underlying is ordinarily traded (the hours when the underlying is traded are used as the basis for determining whether a knock-out event has occurred).

This problem applies above all to underlying instruments that are traded in time zones that are far removed from Central Europe, such as American or Japanese shares or share indexes in those regions. The same problem may arise if the warrants cannot be traded because of a public holiday on the secondary market, while the home market for the underlying is open.

In this context, particular attention should be paid to the risk that there may be no or only a limited secondary market in the turbo warrants. See also "Secondary market in the warrants" below.

If prices go beyond your stop-loss limit during a period when the regular trading hours for the warrants and the regular trading hours for the underlying do not overlap, then setting a stop-loss limit at which to sell your turbo warrants will not necessarily help you to avoid the risk described here.

If the price of the underlying, the strike and the knock-out barrier are within close proximity of one other, there may be a risk that implied volatility will increase

Typically, turbo stop-loss warrants that are subject to gap-risk are structured such that there is a sufficient margin between the strike and the knock-out barrier, so that from the Issuer's perspective, the potential gap-risk is largely transferred to the warrant holder. In such a case, volatility is irrelevant to warrant pricing.

If by way of exception, however, the strike and the knock-out barrier lie close together and the price of the underlying moves in the direction of and nears the knock-out barrier, then the increased risk of a premature knock-out event becomes a separately quantifiable component of the option price for the first time. The measure used to quantify this component of the warrant price is the fluctuation range expected by the Issuer and factored into the warrant price, which is expressed as an annual percentage and based on a certain degree of probability ("implied volatility"). If the conditions described in the first sentence above are met and the implied volatility increases while all other factors influencing pricing remain the same (particularly the price of the underlying), then the price of the knock-out turbo warrant will fall because the proximity of the price of the underlying to the knock-out barrier means that there is a higher probability that the warrant will be knocked out and that only a small stop-loss cash amount will be refunded. Conversely, if the implied volatility decreases, then the price of the turbo warrant will increase because it becomes less likely that the warrant will be prematurely knocked out.

As far as you are concerned, an increase in the underlying instrument's implied volatility represents a price risk if the price of the underlying, the strike and the knock-out barrier are all within close proximity. The closer these factors are to one another, the greater the influence of implied volatility on the warrant price (i.e., implied volatility will account for a greater share of the warrant price) and thus the greater the warrant's sensitivity to volatility fluctuations. If movements in the price of the underlying result in a greater gap between these three factors, then the less implied volatility will affect the price of the warrant and thus the warrant's sensitivity to volatility fluctuations will be insignificant or even zero.

Adjustments of strike and knock-out barrier

The strike and the knock-out barrier of the warrants are subject to continuous adjustments in accordance with the terms and conditions of the warrants. In order to reflect financing costs incurred by the Issuer in connection with its hedging arrangements, the strike will be adjusted on a daily basis by an adjustment amount which will be calculated for a specific adjustment period on the basis of the current strike on a specific adjustment day, the adjustment rate applicable for the relevant adjustment period and a specific day count fraction. The aforementioned adjustment rate is composed of the then prevailing relevant interest rate for deposits in the currency of the strike and a percentage rate (the interest rate correction factor) which will be determined at the Issuer´s reasonable discretion. In determining the interest rate correction factor or exercising its reasonable discretion, the Issuer may take into consideration various factors including but not limited to: the market conditions prevailing during the specific adjustment period and particularly any parameters specific to the relevant underlying (e.g. shares which under specific market conditions and as determined by the Issuer are subject to significant interest fluctuations within a specific adjustment period) in connection with the Issuer´s hedging arrangements. **Therefore, you should be aware that for certain adjustment periods the adjustment rate**, as determined at the Issuer´s reasonable discretion for the adjustment of the warrants´ features upon specifying the interest rate correction factor, **may**, in the event of the presence of certain market conditions during the relevant adjustment period, **significantly deviate from the adjustment rate in the first adjustment period specified in table 1 of the terms and conditions of the warrants**. The relevant calculation factors for the adjustment of the strike by the adjustment amount are described more in detail in the terms and conditions of the warrants. As result of such daily adjustment of the strike, the risk of the occurrence of a market situation in which the price of the underlying, the strike and the knock-out barrier are within close proximity will increase significantly (see risk information regarding such market situation below). Irrespective of other factors affecting its value, such adjustment of the strike will further result in a decrease (bull warrants) respectively increase (bear warrants) of the intrinsic value of the open end turbo warrants.

Additionally, on each adjustment day the knock-out barrier applicable for the following adjustment period will be adjusted at the Issuer´s reasonable discretion in accordance with the terms and conditions of the warrants. Depending on the market situation prevailing on such adjustment day, the adjustment of the knock-out barrier may result in both (i) an increase in the risk of the occurrence of a market situation in which the price of the underlying, the strike and the knock-out barrier are within close proximity (see risk information regarding such market situation below) and (ii) an increase of the gap risk to be borne by the warrant holders if the distance between the then current strike and the adjusted knock-out barrier increases. **Therefore, do not rely on the knock-out barrier being in approximately the same distance to the strike during the term of the warrants**.

In case of shares or price indexes as underlying of the warrants, the Issuer will additionally calculate a dividend adjustment amount which will be deducted from the strike and the knock-out barrier on days on which dividends are paid on the respective share or index component share and the respective share trades ex-dividend on its home market. For open end turbo bull warrants with knock-out (e.g. long mini future warrants), such dividend adjustment amount will be calculated on the basis of the net dividend, i.e. the amount which holders of shares or index components underlying the warrants subject to taxation in Germany would receive upon distribution of dividends on such shares or index components (net of taxes, levies or other charges if applicable). However, for open end turbo bear warrants with knock-out (e.g. short mini future warrants), the dividend adjustment amount will be calculated on the basis of the gross dividend, i.e. without consideration for applicable taxes, levies or other charges. The same applies to the price of the share or index component underlying the warrants which will in each case be affected by the amount of the gross dividend as well. **Therefore, you should be aware that** besides the fact that irrespective of other factors affecting the value, an adjustment upon distribution of dividends may generally result in an increase (bull warrants) or decrease (bear warrants) of the intrinsic value of open end turbo warrants, **such calculation of the adjustment amount for open end turbo bull warrants with knock-out on the basis of the net dividend, i.e. the deduction of the net dividend from the strike and the knock-out barrier on the one hand and the gross dividend from the price of the underlying on the other hand (thus a different amount), may result in a loss in value of the warrants. Furthermore, such dividend adjustment although solely based on the relevant terms and conditions of the warrants may cause the occurrence of a knock-out event.**

5. Risks specific to capped, digital and straddle warrants

5.1. Capped warrants

The cash amount of capped warrants which may be payable by the Issuer upon maturity, is – regarding the respective amount – limited by a cap defined in the terms and conditions of the warrants. Regarding to this you as an investor will not participate in the intrinsic value of the warrants insofar as the intrinsic value exceeds the cap upon maturity.

5.2. Digital warrants

The cash amount of digital warrants which may be payable by the Issuer upon maturity, is – regarding the respective amount - determined in the terms and conditions of the warrants. Solely the payment of the respective cash amount depends on a prerequisite defined in the terms and conditions of the warrants, e.g. upon maturity the price of the underlying exceeds the strike (call warrant) respectively falls below the strike (put warrant). If the prerequisite, which is material to the payment of the cash amount, is not fulfilled, the warrants will expire worthless and the investor will suffer a total loss of his capital invested.

5.3. Straddle Warrants

Straddle warrants are a combination of a call and a put warrant, in each case with same strike and equal maturity. To that effect the intrinsic value of straddle warrants (as stipulated in the terms and conditions of the warrants) depends on the amount by which the price of the underlying exceeds or falls below the strike, in each case multiplied by the multiplier. Disregarding other value determining factors, the value of the straddle warrant will decrease constantly during his term if the price of the underlying is close to or matches the strike. Upon maturity, the investor will suffer a total loss if the warrant expires worthless, i.e. if the price of the underlying equals the strike upon exercise or expiry.

6. Risks specific to some underlyings

Features of exchange rates as underlyings

Exchange rates give the ratio of a certain currency to another currency. In international currency trading, where a certain currency is always traded against another, the currency which is traded is known as the “trading currency”, and the currency which gives the price for the trading currency is known as the “price currency”. The most important currencies traded in international currency trading are the US dollar (USD), the euro (EUR), the Japanese yen (JPY), the Swiss franc (CHF) and the British pound sterling (GBP). For example, the exchange rate “EUR/USD 1.2575” means that USD 1.2575 is needed to buy one euro. An increase in this exchange rate thus means an increase in the value of the euro against the US dollar. The other way around, for example, the exchange rate “USD/EUR 0.8245” means that EUR 0.8245 is needed to buy one US dollar. An increase in this exchange rate thus means an increase in the value of the US dollar against the euro.

Exchange rates are subject to various different influences including, for example, components such as the rate of inflation in the country in question, interest rate differences as against foreign countries, assessments of the development of the economy in the country in question, the global economic situation, the convertibility of one currency into another and the security offered by an investment in the respective currency. In addition to the factors outlined above, which are still fairly predictable, exchange rates can also be affected by virtually unpredictable factors, for example psychological factors such as crises of confidence in the political leadership of a country. This type of psychological factor can also have a significant influence on the value of the currency concerned.

The reference prices for the underlying can be taken from a whole range of different sources. They can be the exchange rate values that arise in what is known as interbank trading, since the majority of international foreign exchange trading is settled between major banks. These values are published on the pages of recognised business information services (such as Reuters or Bloomberg). Alternatively, certain official exchange rates, as determined by central banks (such as the European Central Bank) can also be used as reference prices. Information on which reference prices are used for specific warrants can be found in the relevant warrant terms and conditions.

Features of commodities as underlyings

Commodities are generally divided into three main categories: mineral resources (such as oil, gas, aluminium and copper), agricultural goods (such as wheat and corn), and precious metals (such as gold and silver). Most commodities are traded on specialised stock exchanges or directly between market participants (interbank trading) worldwide in the form of OTC (over-the-counter) transactions using largely standardised contracts.

Price risks are often complex where commodities are involved. The prices are subject to larger fluctuations (volatility) than is the case in other asset classes. In particular, commodities markets show lower liquidity than bond, currency and stock markets, with the result that changes in supply and demand have a much more drastic effect on prices and volatility, which in turn means that investments in commodities are more complex and more prone to risk.

The factors affecting commodities are numerous and complex. Several examples of typical factors reflected in commodity prices are presented below.

a) Supply and demand

The planning and management of commodity supply are extremely time-consuming processes. The availability of commodities on offer is thus limited, and it is not always possible to adjust production quickly in line with changes in demand. Demand can also differ across regions. The transportation costs involved in getting commodities to the regions where they are required also have an effect on the prices. The cyclic nature of some commodities, such as agricultural goods, which are produced at certain times of the year, can also cause immense price fluctuations.

b) Direct investment costs

Direct investments in commodities are subject to costs for storage, insurance and taxes. Moreover, no interest or dividends are paid on commodities. The total return from commodities is influenced by these factors.

c) Liquidity

Not all commodity markets are liquid and able to react quickly and to a sufficient extent to changes in the supply and demand situation. Since only a small number of market participants operates in the commodity markets, intense speculation can have negative consequences and distort prices.

d) Weather conditions and natural disasters

Unfavourable weather conditions can affect the supply of certain commodities for the entire year. A supply crisis of this kind can in turn spark off major and unpredictable price fluctuations. The spread of disease and the outbreak of epidemics can also have an impact on the price of agricultural goods.

e) Political risks

Commodities are often produced in emerging markets and used by industrialised nations. However, the political and economic situations in emerging markets are usually much less stable than in industrialised nations. They are much more exposed to the risk of rapid political change and economic setbacks. Political crises can shake investor confidence, which, in turn, can affect commodity prices. Warfare and conflicts can change supply and demand for certain commodities. It is also possible that industrialised nations will impose an embargo for the import and export of goods and services. This can be reflected directly or indirectly in the price of commodities. In addition, many commodity producers have joined together in organisations or cartels to regulate supply, thereby influencing prices.

f) Taxation

Changes to tax rates and duties can either increase or decrease profitability for commodity producers. If these costs are passed on to the buyers, these changes have an effect on the prices of the respective commodities.

Features of futures contracts as underlyings

a) General

Futures contracts are standardised forwards based on financial instruments (e.g. shares, indexes, interest rates, currencies), known as financial futures, or based on commodities (e.g. precious metals, wheat, sugar), known as commodities futures.

A forward contract carries the contractual obligation to buy or sell a certain amount of the relevant object on a certain date at a pre-determined price. Futures contracts are traded on futures exchanges, and for this reason are standardised in terms of contract size, the type and quality of the underlying instrument, and the possible delivery locations and dates.

There is a close correlation between the price development of an underlying on a spot market and on the corresponding futures market. However, futures contracts are traded with a premium or discount compared with the spot price of the underlying. The difference between the spot price and futures price, described in futures exchange terminology as the "**basis**", is partly the result of the inclusion of the costs usually incurred with spot transactions (warehousing, delivery, insurance, etc.) or income usually associated with spot transactions (interest, dividends, etc.), and partly of the differing valuations of general market factors on the spot and futures markets. Furthermore, the liquidity on the spot market and on the relevant futures market may differ greatly from one another depending on the underlying.

Because the warrants are based on the trading price of the underlying futures contracts specified in the Table, it is important to have knowledge of the characteristics and assessment factors of forward transactions, in addition to knowledge of the market for the respective underlying of the futures contract, in order to make a proper assessment of the risks associated with the purchase of these warrants. Where the underlying in a futures contract takes the form of a commodity, the above mentioned risk factors of commodities should also be considered.

b) Rollover

Futures contracts as underlyings of the warrants each have a certain expiry date. Therefore, in the case of open end warrants, the Issuer will replace the underlying with a futures contract at a time specified in the terms and conditions, this futures contract having the same contract specifications as the initial underlying futures contract except for a later expiry date (“**rollover**”).

The rollover will be carried out on a trading day within a period specified in the warrant terms and conditions shortly before the expiry date of the current futures contract. On the rollover date, the offerors liquidate the positions that they entered into using the respective hedging transactions with regard to the existing futures contract that is due to expire shortly and build up corresponding positions relating to a futures contract with identical features but a longer term.

Once the rollover has been concluded, the strike and the stop loss barrier and any other relevant thresholds will be adjusted in accordance with the terms and conditions.

Features of baskets as underlyings

A basket as an underlying is composed of the shares, indexes, commodities, exchange rates, futures contracts or interest rates (basket components) as set out in the warrant terms and conditions. Depending on the terms, the individual basket components may be balanced or have different weighting factors.

As a general rule, the smaller the weighting factor of a basket component, the smaller the influence of the performance of the respective basket component on the performance of the basket as a whole. The respective value of the basket is calculated on the basis of the prices of the individual components and the weighting factors assigned to each component.

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E. Description of the securities

1. Persons responsible

1.1 Citigroup Global Markets Deutschland AG, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main (the "Issuer") is responsible for all information contained in the prospectus. The Issuer is entered in the Commercial Register of the Local Court of Frankfurt am Main under registration number HRB 88301.

1.2 The Issuer hereby declares that the information contained in the prospectus is, to the best of its knowledge, in accordance with the facts and that the prospectus contains no omissions likely to affect its import.

2. Risk factors

See discussions regarding the "Risk Factors" set forth in Part D of the table of contents of this Base Prospectus.

3. Key information

3.1 In the event that securities are offered during a subscription period, a load (*Ausgabeaufschlag*) may be charged on the sale of the securities. Details with respect hereto will be set forth in the final terms of the offering ("Final Terms of the Offering"). The sales partners, who are involved in offering the securities during the subscription period, typically and for the most part reserve the right to charge other fees in addition to the load. A load will immediately disappear at the end of the subscription period and upon payment in exchange for the delivery of the securities. In the aforementioned case, the price of the securities will immediately fall by the amount of the load.

To the extent that the securities are a basis for an actively managed investment strategy, virtual management fees are typically factored into the calculation, thereby reducing the value of the securities. Details with respect thereto are set forth in the description of the underlying in the Final Terms of the Offering. See also subsections 4 2 2 c) or d).

The Issuer, its affiliated enterprises (if applicable) or other companies belonging to or affiliated with Citigroup Inc., may actively trade in the underlying, other instruments or derivatives referenced to the underlying, exchange-traded options or exchange-traded forwards, or may issue other securities or derivatives referenced to the underlying. The Companies may also be involved in acquiring new shares or other underlying instruments or individual companies incorporated in share indexes or equities baskets, or may act as financial advisor to the aforementioned entities or work together with them in commercial banking operations. The above activities may give rise to conflicts of interest and may adversely affect the price of the underlying or securities referenced to the underlying (such as the warrants).

In order to hedge its obligations under warrants, the Issuer continually trades in the underlying, in derivatives referenced to the underlying, or in other underlyings or derivatives which influence the price of the underlying or whose price or volatility closely tracks the price movement or volatility of the underlying. In general, such hedging transactions have the potential to amplify changes in the price of the underlying or the underlying's volatility, i.e. additional hedging positions may cause prices that are increasing anyway to increase even further, and vice versa for falling prices. If such price trends are intended to be reinforced, this would accordingly affect the price of the warrant or the gain or loss upon exercise of the warrant. The Issuer executes hedging transactions on an ongoing basis (i.e. at any time). The Issuer will make appropriate adjustments to its matching positions, particularly if one of the value determining factors changes. The Issuer will also adjust its hedging positions if it sells additional warrants (its net position in the class increases) or buys back warrants (and its net position in the class decreases). If the warrants are exercised upon expiry, then the Issuer’s hedging positions will be closed out accordingly. In particular, if warrants are exercised on or shortly before the expiry date, such action may result in all hedging positions being closed out within a short period of time. Depending on the number of exercisable warrants, the then-prevailing market situation and the liquidity of the respective underlying, it is possible that this will adversely affect the reference price of the underlying when the warrant is exercised and thus also adversely affect the type and magnitude of the cash amount. It is possible that by taking or closing out various hedging positions, the Issuer may effectively magnify the price movement of the turbo warrant’s underlying so dramatically that a knock-out event is triggered and the warrants will be terminated early and expire worthless. The closer the price of the underlying comes to the knock-out barrier and the higher the volatility of the underlying is, the greater the risk that hedging transactions will trigger a knock-out event. See also Section "D. Risk Factors of the securities" at the beginning of this Base Prospectus.

3.2. The grounds for the offering and the use of the income are to generate profits.

4. Information concerning the securities to be offered or admitted for trading

4.1 Information concerning the securities

4.1.1 Class, category and ISIN:

Class, category and ISIN of the warrants are set forth in table 1 of the relevant terms and conditions (see page G1) or in the "Final Terms of the Offering" to this Base Prospectus.

4.1.2 Factors influencing the value of the warrants

The factors influencing the price of warrants were to a material extent previously described in another part of this prospectus – "D. Risk factors of the securities" – to which reference is hereby made in order to avoid repetition. Especially, please note the information given regarding the effect of the value of the underlying on the value of the warrants under following headings: “Risk of losing entire investment” (D1); “Disproportionate fluctuation of warrant prices (leverage)” (D1); “Deviation of the pricing model” (D3); “Risk of estimating the price of the underlying” (D3); “The effect of market depth in the underlying on warrant pricing” (D4); “Effects of market disruptions on exercise or secondary trading” (D5); “Substantial change of the warrant price as a result of adjustment or substitution of the underlying” (D6).

4.1.3 Applicable law

The applicable law is set forth in Section 13 of the relevant terms and conditions (see page G25).

4.1.4 Physical form

The physical form of the instrument is set forth in Section 6 of the relevant terms and conditions (see page G19).

The central securities depositary or the other securities depositaries are set forth in the Final Terms of the Offering for the instrument in question. The relevant addresses are also provided therein.

4.1.5 Currency of the securities issue

The warrants will be offered for purchase (offer subject to change) in the currency designated in the "Final Terms of the Offering". Exchange and off-exchange trading in the warrants (if applicable) will likewise be conducted in the aforementioned currency. In the event the warrant is automatically exercised upon expiry, the disbursement of any intrinsic value (if it exists) will be made, if applicable, following a conversion into the cash currency designated in the "Final Terms of the Offering".

4.1.6 Classification and ranking of the securities

The classification and ranking of the securities is governed by Section 6 of the relevant terms and conditions (see page G19).

4.1.7 Description of the rights, cash amount, knock-out event, stop loss cash amount, procedures for exercising such rights

The terms of the relevant option are set forth in Section 1 and 2 of the Terms and Conditions (see pages G3-7) in conjunction with the relevant Final Terms of the Offering;

For all types of warrants Section 8 of the relevant terms and conditions governs the exercise of the securities (see pages G21-22);

For all types of warrants the consequences of market disruptions are set forth in the relevant Section 5 of the relevant terms and conditions (see pages G10-18).

4.1.8 Issuance Programme constituting the basis for the new issue:

Citigroup Global Markets Deutschland AG, Frankfurt/Main, is offering the warrants, which are the subject matter of this prospectus, on the basis of a resolution to be adopted for the respective issuance each by its competent managers of the relevant organisationally responsible unit.

4.1.9 Offering method, underwriters and issue date of the securities:

The Final Terms of the Offering will provide information about the offering methods, the underwriters and issue dates for the warrants:

Offering method:

a) the warrants will be offered continuously on the open market in one or more series, which may have different features, and/or

b) the warrants will be offered during a subscription period in one or more series, which may have different features, for a set price plus a load. After the relevant subscription period ends, the warrants may be sold on the open market.

Underwriters:

The underwriters of the warrants will be stipulated in the Final Terms of the Offering.

Commencement of the offering:

The warrants will be offered for the first time either at the commencement of the open market sale or at the commencement of the subscription period.

[*Other information specific to the countries of offering*: ###]

4.1.10 Restrictions on the free transfer of the securities

In purchasing, transferring or exercising the warrants, the sales restrictions described in Section 7 of the relevant terms and conditions must be observed (see pages G19-21).

4.1.11 Exercise day, expiry date, final possible calculation date

The expiry date for the relevant series of warrants is stipulated in table 1 and Section 2 of the Terms and Conditions (see pages G1 and G3-5) and as further governed by the relevant Final Terms of the Offering.

The day on which the exercise of the warrants becomes effective is stipulated in Section 8 (see page G22) in conjunction with table 1 and Section 2 (see pages G1 and G4) of the Terms and Conditions and as further governed by the relevant Final Terms of the Offering.

The final possible calculation date (the "(Final) Valuation Date") for the relevant series of warrants in respect of the expiry date, is set forth in the definition of (Final) Valuation Date in table 2 (see page G1) in conjunction with the relevant definition in Section 2 (see page G4) of the Terms and Conditions and as further governed by the relevant Final Terms of the Offering.

4.1.12.1 Cash amount, reference price for the exercise, reference price for the currency conversion

The cash amount, which may be payable when the warrant is exercised, and the reference prices for the exercise or currency conversion which may then apply (to the extent that the intrinsic value is not already expressed in the currency of the cash amount), is stipulated in Section 2 of the Terms and Conditions (see pages G3-5) and as further governed by the relevant Final Terms of the Offering.

4.1.12.2 Stop loss cash amount, intrinsic value upon stop loss, stop loss exchange rate, payment date upon stop loss

The stop loss cash amount, which may be payable when a knock-out event occurs, and the calculation of the intrinsic value upon stop loss, the stop loss exchange rate (in case the intrinsic value is not already expressed in the currency of the cash amount) and the payment date upon stop loss, is stipulated in Section 2a of the Terms and Conditions (see pages G5-6) and as further governed by the relevant Final Terms of the Offering.

4.1.13. Regular income from the securities

The warrants do not embody any right to regular income such as interest payments or dividend payments. Instead, the warrants only represent a right to exercise once as of the expiry date (European-style warrants) or at any time (American-style warrants). See also "4.1.7 Description of the rights, cash amount, knock-out event, stop loss cash amount, procedures for exercising such rights".

As an alternative, the Investor may sell his warrants; however, this is not subject to the warrant terms and conditions. More specifically, the Issuer is not obligated under the warrants to repurchase the warrants from the investors. See also, particularly with regard to the way it is calculated, "Secondary market in the warrants" on page D2.

4.1.14 Withholding tax on income generated at the place of the issuer's registered office and in countries where the offer is disseminated or an application for admission to trading is made

The Issuer has its registered office in Frankfurt/Main in the Federal Republic of Germany. [Under current German law and subject to a third parties´ obligation to withholding income tax at the source, the issuer is basically not obliged to withhold income tax at the source. With regard to payments to go abroad the issuer is basically not obliged to withhold any taxes. Therefore, no withholding of taxes is happening.][All taxes or other levies due in connection with the payment of the cash amount are to be borne by the warrant holders.][*other provisions relating to withholding tax*: ###]

[*Tax treatment of the warrants in the countries of offering*: ###]

[The Issuer assumes no responsibility for the withholding of taxes at source.][*other provisions relating to withholding tax*: ###]

4.2 Information about the underlying

4.2.1 The reference price of the underlying upon exercise, the reference price for the currency conversion, the currency conversion date, the reference rate service

In the event that the options are exercised, the cash amount accordance with Section 2 (see pages G3-5 will be calculated based on the reference price of the underlying on the (final) valuation date stipulated in Section 2 paragraph 3 (see page G4) of the Terms and Conditions in each case in conjunction with the Final Terms of the Offering.

The cash amount is either the intrinsic value, if already expressed in the currency of the cash amount, or the intrinsic value converted with the reference price for the currency conversion into the cash currency. The relationship between the currency conversion date (i.e., the day to which the (final) valuation date is linked and on which the intrinsic value is converted into euros, if applicable), the reference price for the currency conversion (i.e., the exchange rate used for the conversion into euros, if applicable), and the reference rate service (i.e., the office or service which calculates the reference price for the currency conversion) is stipulated in table 1 (see page G1) in conjunction with the definitions in Section 2 (see pages G3-5) of the Terms and Conditions and as further governed by the relevant Final Terms of the Offering.

4.2.2 Features of the underlying, available information concerning the underlying

a) Features of the underlying

The features of the underlying are stipulated in the relevant Final Terms of the Offering and table 2 (see pages G1-2) of the Terms and Conditions.

b) Information concerning the past and future development of the underlying and its volatility:

Information about the past (historical) development of the underlying is available in the form of charts posted on the Issuer's website as specifically referenced in the Final Terms of the Offering concerning Section 2 of the relevant terms and conditions (see pages G4-6). This information is updated daily and in this sense addresses the future development of the underlying. Charts relating to historical volatility of the underlying are likewise available on the Issuer's aforementioned website in a format that is updated daily. In addition the charts relating to historical volatility of the underlying will be available as hard copy free of charge from the Issuer.

c) Description of indexes not composed by the Issuer

The description of the relevant underlying is contained in the Final Terms of the Offering.

d) Description of indexes and baskets composed by the Issuer:

The description of the relevant underlying is contained in the Final Terms of the Offering.

e) Current composition of indexes not composed by the Issuer:

Information about the individual equities making up the relevant underlying indexes and their current share of a given index, expressed as a percentage and determined on the basis of the daily quotations, may be downloaded free of charge from the website stipulated in the Final Terms of the Offering or a German- or English-language hard copy is available free of charge from the Issuer at the following address: "Citigroup Global Markets Deutschland AG, Warrants/New Issues Structuring, Frankfurter Welle, Reuterweg 16, 60323 Frankfurt am Main".

4.2.3 Description of any market disruptions or settlement or clearing disruptions, which could influence the underlying

Details are provided in the relevant Section 5 of the relevant terms and conditions (see pages G9-18).

The warrants embody only the right to a cash amount (under certain circumstances). Disruptions in the settlement or clearing of any physical certificates of the underlying are therefore irrelevant and are not addressed in the terms and conditions.

4.2.4 Adjustments in the terms of the warrants in case of corporate or other actions in the underlying

Details concerning adjustments to the terms are governed in the relevant Section 4 of the relevant terms and conditions (see pages G8-18).

The following information in Sections 5 and 6 below will (in particular insofar as relevant information regarding the countries of offering such as details regarding the taxation or the paying or calculation agent are concerned) be supplemented by the relevant Final Terms of the Offering:

5. Terms and conditions of the offering

5.1 Purchase, subscription, clearing and settlement

5.1.1 The terms and conditions (not the warrant terms and conditions) which govern the offer

5.1.2 The total amount of the offer

5.1.3 The offering period and the subscription procedures

5.1.4 Details concerning the minimum and/or maximum amount of subscription

5.1.5 The method and timetable for payment and delivery of the securities

5.1.6 Method and date on which the offer results are made public

5.2 Sale and allotment

**5.2.1 Potential investor groups, offerings in two or more countries,
reservation of tranches for specific countries**

5.2.2 Notification of allotments to subscribers and whether trading may commence prior to such notification

5.3 Method of pricing, process of price disclosure, costs and taxes charged to purchasers and subscribers

5.4 Placement and/or underwriting

5.4.1 Name and address of co-ordinator of the offer and placer in the various countries where offer is made

5.4.2 Name and address of the paying agent and depositary agent in each country

5.4.3 Institutions, which have agreed to underwrite the issue on a firm commitment basis, and institutions, which have agreed to place the issue without a firm commitment but using their "best efforts", or a statement as to whether the issue will be underwritten at all,
Information concerning the underwriting fees and placement fees

5.4.4 Date on which underwriting agreement executed, if it exists;

5.4.5 Name and address of the calculation agent

5.5 Criteria or conditions for establishing the offering price and the issue volume

6. Exchange trading and trading rules

6.1 Admission of the securities to trading on a regulated market

6.2 Regulated markets or equivalent markets, on which the securities have already been admitted to trading

6.3 Institutions which have committed to market making,
Description of the market making obligation

7. Additional information

7.1 Advisers named in the securities note

There are no advisers named in the securities note.

7.2 Additional reports of the statutory auditor

The securities note does not contain or refer to any additional information or reports from the Issuer's statutory auditor.

7.3 Expert declarations or reports in the securities note

There are currently no expert declarations or reports included in the securities note.

7.4 Third party information

If information from third parties has been incorporated in this prospectus, the Issuer warrants that this information has been correctly reproduced and that – to the best of the Issuer's knowledge and to the extent that it can be deduced from the information provided by such third party – no facts have been omitted, which could render the reproduced information incorrect or misleading. The Issuer has also verified the source(s) of the information.

7.5 Information published after the issue

The relevant terms and conditions, which are reprinted at the end of this securities note, indicate which information will be published after the day of the Issuer's initial offering.

Examples of such publications are the occurrence of a knock-out event or modifications to the warrant terms as a result of adjustments to the underlying, which may affect, for example, the strike or the knock-out barrier or the multiplier or relate to a replacement of the underlying itself. Additional examples include the early repayment of the warrants because an adjustment is impossible.

Unless prescribed otherwise by the provisions of law applicable at the respective point in time in the countries where the warrants are offered publicly or listed on the Stock exchange, the publication will be made at the option of the issuer either in one or more periodicals common or with large circulation in the states in which the public offer has been submitted or the security admitted to trading on an exchange or on the website of the Issuer. The Issuer will notify the respective publication medium and any medium different thereof which is mandatory for the legal validity of the publication in the final terms of the offer. A subsequent change in the publication medium will be notified by the Issuer in the respective initial publication medium (see pages G24).

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F. Issuer Description
of Citigroup Global Markets Deutschland AG, Frankfurt am Main

Information to be disclosed in respect of Citigroup Global Markets Deutschland AG as the Issuer of the Warrants can be found in the Issuer´s Registration Document dated 03 May 2012, which is incorporated herein by reference in accordance with § 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, WpPG*). The Registration Document has been deposited with the German Financial Services Supervisory Authority (BaFin).

Hard copies of the Registration Document will be available free of charge at the address set forth below:

Citigroup Global Markets Deutschland AG
Frankfurter Welle
Reuterweg 16
60323 Frankfurt am Main

Legally binding English version of the Terms and Conditions:

Terms and Conditions

[*Insert product name*: ###] Warrants

referenced to [Share Indexes] [Share Prices or Prices of Certificates Representing Shares] [Exchange Rates] [Commodities] [Futures Contracts] [a basket comprising of [Share Indexes] [Share Prices] [Exchange Rates] [Commodities] [Futures Contracts]]

[The [*insert product name*: ###] warrants will exclusively be[distributed and] publicly offered in [France][,][and][Portugal][,][and][the Netherlands][,][and][Sweden][,][and][Finland][,][and][*other country of offering*: ###]

Table 1

[Date of initial offer in [*insert country of offering*: ###]: ###]

[Initial value date in [*insert country of offering*: ###]: ###]

WKN	ISIN	Underlying	Type	Strike (on the Date of Initial Offer)	[Cap] [Digital Target Amount]	[Knock-Out Barrier] [in the first Adjustment Period][on the Date of Initial Offer]	[Adjustment Rate in the first Adjustment Period]	Multiplier	[Expiry] [Commence-ment of Term]	Type of Exercise	Volume	[other specific terms]
######	#########	########	###	### ##.##	### ##.##	### ##.##	#.#	#.#	##.##.####	######	##.###.###	#######

Table 2

Underlying [Name of Company] [Type of Shares] [Type of index][Weighting or measuring Unit] [[Initial] Expiry Date]	ISIN or Reuters-Code of the Underlying	[Relevant Exchange] [or] [Relevant Reference Market] [or] [Relevant Index Calculator] [(Reuters page for the Observation Price)]	[Relevant Adjustment Exchange for the Underlying („Adjustment Exchange")] [Relevant Expiry Months]	(Final) Valuation Date	[Currency Conversion Date][/][Roll Date]	Reference Price of the Underlying („Reference Price") [/ Reuters page for the Reference Price]	[Maximum Transaction Fee [per unit of the Underlying]] [/] [Reference Interest Rate / Reuters page]	Currency in which the Reference Price is determined ("Reference Currency")	[other specific terms]
#######	#######	#######	#######	#######	#######	#######	#######	#######	#######

Basket Component [Name of Firm] [Type of Share] [Type of Index][Weighting or measuring Unit] [Expiry Date]	ISIN or Reuters-Code of Basket Component	[Relevant Exchange] [or] [Relevant Reference Market] [or] [Relevant Index Calculator for Basket Component]	Relevant Adjustment Exchange for Basket Component („Relevant Exchange")	Reference Price of the Basket Component („Reference Price“)	[Weighting] [Weighting factor] of Basket Component	Currency in which the Reference Price is determined („Reference Currency“)	[other specific terms]
############	############	############	############	############	############	############	###########

The abbreviations stand for the following names:

[###] : [###]

[For the purposes of clarity the exposure of the table(s) in the Final Terms and Conditions, particular the arrangement of the crevices may differ from the exposure made in this base prospectus]

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Section 1
Option Right

Citigroup Global Markets Deutschland AG, Frankfurt am Main (the "**Issuer**") hereby grants the holder (the "**Warrant Holder**") of [*specified name*: ###] Warrants (the "**Warrants**") referenced to the Underlying as set out in **Table 1** and **Table 2** on page # (and, where appropriate, on the subsequent pages) of these Terms and Conditions, the right (the "**Option Right**") in accordance with these Terms and Conditions to receive payment of the Cash Amount (Section 2 (1)) [respectively the Stopp-Loss Cash Amount (Section # (#)] [or the Termination Amount (Section # (#)] from the Issuer.

Section 2
Cash Amount; Definitions

(1) The “**Cash Amount**” per Warrant is, subject to [the occurrence of a Knock-Out Event (Section # (#))] [or] [an Early Termination of the Warrants by the Issuer (Section # (#))], the Intrinsic Value of a Warrant, if already expressed in the Cash Currency, or the Intrinsic Value converted with the Reference Price for the Currency Conversion into the Cash Currency.

(2) The “**Intrinsic Value**” of a Warrant is,

Insert for Plain-Vanilla Warrants:

[subject to an adjustment of the Strike, the Multiplier or the other terms of the Warrants, the difference expressed in the Reference Currency multiplied by the Multiplier by which the Reference Price of the Underlying determined on the (Final) Valuation Date exceeds ([Call][*specified product name*: ###] warrants) or falls below ([Put][*specified product name*: ###] warrants) the respective Strike.]

Insert for Turbo Warrants:

[subject to an adjustment of the Strike, the Knock-Out Barrier, the Multiplier or the other terms of the Warrants, the difference expressed in the Reference Currency multiplied by the Multiplier by which the Reference Price of the Underlying determined on the (Final) Valuation Date exceeds ([Bull][*specified product name*: ###] warrants) or falls below ([Bear][*specified product name*: ###] warrants) the respective Strike.]

[*Other definition of intrinsic value*: ###]

(3) The following terms have the following meanings in these Terms and Conditions:

„Banking Day":
#######

"Expiry Day":
#######

"Expiry Day+ 1“:
#######

"Date of Initial Offer":
#######

"Term of the Warrants":
#######

„Exercise Period“:
#######

„Minimum Exercise Volume“:
#######

„Reference Price of the Underlying (basket)“:
#######

„(Final) Valuation Date“:
#######

"Modified (Final) Valuation Date":
#######

"Modified (Final) Valuation Date + 1":
#######

„Currency Conversion Date“:
#######

„Adjustment Period“:
#######

„Adjustment Rate“:
#######

„Interest Rate Correction Factor“:
#######

„Adjustment due to dividend payments":
#######

„Adjustment Date“:
#######

„Exercise Date“:
#######

„Modified Exercise Date“:
#######

„Modified Exercise Date+ 1“:
#######

„Observation Period“:
#######

"Auxiliary Location":
#######

Payment Date upon Termination":
#######

"Payment Date upon Exercise"
#######

"Payment Date upon Early Redemtion":
#######

„Payment Date upon expiry“:
#######

"Reference Rate Service“:
#######

“Reference Rate for the Currency Conversion":
#######

“Central Securities Depositary":
#######

„Clearing Territory of the Central Securities Depositary“:
#######

"Further Securities Depositaries “:
#######

„Cash Currency“:
########

„Issuer's Website“:
#######

[*other definition*: ###]

Insert for Turbo Warrants with Knock-Out:

Section 2a
Knock-Out

(1) [In case that the Observation Price of the underlying (Section #), expressed in the Reference Currency, during the Observation Period (Section #) within the Observation Hours (Section #) at any time (hereinafter the "**Knock-Out Date**") corresponds to or falls below the Knock-Out Barrier of the Warrant ([Bull][*specified product name*: ###]) or corresponds to or exceeds the Knock-Out Barrier ([Bear][*specified product name*: ###]) (the “**Knock-Out Event**") the term of the Warrants will end early with the Knock Out Date.] [*other Knock-Out provision*: ###] [In this case the Cash Amount will be zero.] [If the Stop-Loss Cash Amount pursuant to paragraph (2) is positive, the Warrant Holder will receive the Stop-Loss Cash Amount.] [The Issuer will announce the achievement or shortfall ([Bull][*specified product name*: ###]) or achievement or excess ([Bear][*specified product name*: ###]) of the Knock-Out Barrier in accordance with Section # without delay.]

(2) If the term of the Warrants ends early due to the occurrence of a Knock-Out event the Issuer will pay the Warrant Holders a Stop-Loss Cash Amount, if any.

[The “**Stop-Loss Cash Amount**” is either the Intrinsic Value upon Stop-Loss, if already expressed in the Cash Currency, or the Intrinsic Value upon Stop-Loss converted into the Cash Currency at the Stop-Loss Exchange Rate.]

[[Subject to an adjustment of the Strike, the Knock-Out Barrier, the Multiplier or the other terms of the Warrants,] [T][t]he “**Intrinsic Value upon Stop-Loss**” is [the amount expressed in the reference currency, multiplied by the Multiplier by which the [respective strike exceeds ([Bull][*specified product name*: ###] warrants) or falls below ([Bear][*specified product name*: ###] warrants) the respective Knock-Out Barrier.][Hedge Price exceeds ([Mini Long][*specified product name*: ###] warrants) or falls below ([Mini Short][*specified product name*: ###] warrants) the Strike.][the present value rounded down to the nearest smallest currency unit of the difference (expressed in the reference currency and multiplied by the Multiplier) by which the Calculation Price exceeds (in the case of [Turbo Stop-Loss Bull][*specified product name*: ###] warrants) or falls below (in the case of [Turbo Stop-Loss Bear][*specified product name*: ###] warrants) the Strike.][*Other definition of Intrinsic Value upon Stop-Loss*: ###]

[The "**Calculation Price**" is the price for the Underlying as of the original Expiry Date of the Warrant pursuant to Section # determined by the Issuer based on the Hedge Price with due regard to the factors affecting the price as of the original Expiry Date of the Warrant pursuant to Section # (e.g. the anticipated payment flows from the Underlying).][*Other definition of Calculation Price*: ###]

[The "**Hedge Price**" is [the [volume-weighted] imputed average of the prices attained by the Issuer for the dissolution of the hedge position held by it in relation to the Warrants [expressed in the Cash Currency] (hereinafter, the "**Hedge Position**"). The Issuer will dissolve the Hedge Position within a maximum of [120][###] minutes after the occurrence of the Knock-Out Date, unless stipulated otherwise in these Terms and Conditions of Warrants.][the price as determined by the Issuer at its own discretion (Section 315 German Civil Code) within [120][###] minutes after the occurrence of the Knock-Out Date and which is determined as the fair market price of the Underlying in consideration of the calculatory proceeds of the dissolution of the hedge position.][The Hedge Price corresponds at least to the lowest ([Mini Long][*specified product name*: ###]) or the highest ([Mini Short][*specified product name*: ###]) price of the Underlying respectively.][*Other definition of Hedge Price*: ###]

[The "**Stop-Loss Exchange Rate**" is the exchange rate determined by the Issuer in its reasonable discretion within a maximum of [120][###] minutes after the occurrence of the Knock-Out Date in lieu of the Reference Rate for the Currency Conversion.][*other definition of Stop-Loss Exchange Rate*: ###]

Should the Knock-Out Date occur less than [120][###] minutes prior to the end of the normal trading hours on the Relevant Stock Exchange[s], the period available pursuant to the preceding Paragraph for the [dissolution of the Hedge Position][determination of the [Hedge Price][or the Stop-Loss Exchange Rate respectively]] will be extended accordingly as of the start of the next stock exchange session.

If, during the period available to the Issuer to [dissolve the Hedge Position][determine the [Hedge Price][or the Stop-Loss Exchange Rate respectively]], Market Disruptions in the terms of Section # occur and the Issuer has not yet [dissolved the entire Hedge Position][determined the [Hedge Price][or the Stop-Loss Exchange Rate respectively]] upon the occurrence of the Market Disruptions, the period available to [dissolve the Hedge Position][determine the [Hedge Price][or the Stop-Loss Exchange Rate respectively]] will be extended by the duration of the Market Disruptions. The Issuer will also remain entitled during the Market Disruptions to [dissolve the Hedge Position][determine the [Hedge Price][or the Stop-Loss Exchange Rate respectively]]. Should the Market Disruptions in terms of Section # persist until the end of the [fifth][###] Banking Day following the [original Expiry Date of the Warrants][next Exercise Date of the warrants] [in Frankfurt/Main][,][at the Auxiliary Location][and][at the place of the Relevant Stock Exchange][*other location*: ###] and the Issuer has not yet fully [dissolved the Hedge Position][determined the [Hedge Price][or the Stop-Loss Exchange Rate respectively]], the [Hedge Price will be calculated based on the Hedge Position effectively dissolved to date. From the Intrinsic Value upon Stop-Loss calculated in this fact, only the share attributable to one Warrant corresponding to the share of the Hedge Position actually dissolved in the Hedge Position held as a whole by the Issuer for this Warrant will be paid] [the Issuer will determine the Hedge Price at its own discretion (Section 315 German Civil Code) in consideration of the market situation prevailing on such day].

[The Issuer will calculate the present value based on the market interest determined by it for the period from the determination date of the Hedge Price to the original Expiry Date of the warrant pursuant to Section #.]

[The Issuer will determine the factors affecting the Calculation Price and the factors to be taken into account for the calculation of the present value in consultation with an expert, likely Citigroup Global Markets Ltd., London, which is also part of the corporate group of Citigroup Inc.]

Any Stop-Loss Cash Amount will be paid in accordance with Section # whereby the Payment Date upon Stop-Loss will be the [fifth][###] Banking Day in [Frankfurt am Main][*other location*: ###] following the determination of the [Hedge Price][Knock-Out Event] at the latest.]

[*Other definition of Stop-Loss Cash Amount*: ###]

Section 2b
Adjustment Amount

(1) [The respective Strike of a series is [on the Date of Initial Offer the value specified in Table 1. Subsequently, the Strike will be increased on every calendar day within an Adjustment Period [with effect from # (Frankfurt/Main local time)][###] by the Adjustment

Amount calculated by the Issuer for the respective calendar day. The "**Adjustment Amount**" of each series applicable to each calendar day within the respective Adjustment Period corresponds to the result of multiplying the Strike effective on the Adjustment Date falling in the respective Adjustment Period by the Adjustment Rate applicable in such Adjustment Period, whereby the result will be converted on a calendar day basis by applying the day count fraction actual/360. The Strike resulting for each calendar day shall be rounded to [two][###] decimal places, whereas the calculation of the next following Strike will be conducted on basis of the unrounded Strike of the preceding day. The relevant Strike for the upcoming calculations in the first Adjustment Period corresponds to the Strike on the Date of Initial Offer.][*Other Strike Adjustment provision*: ###]

(2) [The relevant "**Knock-Out Barrier**" of a series of Warrants corresponds [for the first Adjustment Period to the value specified in Table 1. For every further Adjustment Period the Knock-Out Barrier will be determined at the Adjustment Date falling in this Adjustment Period at the reasonable discretion of the Issuer (Section 315 German Civil Code) in respect to the prevailing market situation (especially in respect to the volatility)] [on the Date of Initial Offer to the value specified in Table 1. Subsequently, the Knock-Out Barrier will be determined by the Issuer on any calendar day such that the Knock-Out Barrier always corresponds to the Strike as adjusted in accordance to the preceding paragraph]][Additionally, the Issuer may adjust the Knock-Out Barrier at its reasonable discretion (Section 315 German Civil Code) in consideration of the prevailing market situation (especially with respect to the volatility) simultaneously with the adjustment of the Strike pursuant to Section # (#) on days on which, following an adjustment pursuant to Section # (#), the Strike would equal or exceed or fall below (as determined by the Issuer) the Knock-Out Barrier.][*Other Knock-Out Barrier Adjustment provision*: ###]

(3) In case of a dividend payment or other equivalent cash distributions made for the Underlying (applicable to shares as Underlying) or for shares represented in the Underlying (applicable to price indices as Underlying), the effective Strike and, as the case may be, the Knock-Out Barrier will be adjusted in accordance with Section # (Adjustment due to dividend payments).

Insert for Indices as Underlying:

Section 3
Underlying

(1) The “**Underlying**” is the Index specified as the Underlying in Table 2.

(2) [The “**Reference Price**” of the Underlying is the [Reference Price specified in Table 2] [official closing price of the Index] [as calculated and published on Trading Days by the Relevant Index Calculator specified in Table 2 (the “**Relevant Index Calculator**”).] The “**Observation Price**” of the Underlying corresponds to [the prices [(excluding prices calculated on the basis of the midday auction or any other intraday auction)] continuously calculated and published by the Relevant Index Calculator on Trading Days].[For DAX/X-DAX as Underlying, the Observation Price of the Underlying corresponds to the price (i) of the DAX® Performance Index (ISIN DE0008469008), or (ii) of the X-DAX® (ISIN DE000A0C4CA0) (excluding (a) prices calculated on the basis of the midday auction or any other intraday auction, or (b) prices which to the Issuers believe are not based on actual exchange trading transactions).] “**Observation Hours**” corresponds to [the Trading Hours]. [For DAX/X-DAX as Underlying, the Observation Hours shall be the hours, during which the Relevant Index Calculator usually calculates and publishes the prices of (i) the DAX® Performance Index (ISIN DE0008469008), or (ii) the X-DAX® (ISIN DE000A0C4CA0).] “**Trading Days**” are days [on which the Index is usually calculated and published by the Relevant Index Calculator]. “**Trading Hours**” are hours [on Trading Days during which prices for the Index are usually calculated and published by the Relevant Index Calculator]. [*Other definition of Reference Price / Relevant Index Calculator / Observation Price / Observation Hours / Trading Days / Trading Hours*: ###]

Section 4
Adjustments

[(1) The Strike [, the Knock-Out Barrier] and the Multiplier and the other terms of the Warrants decisive for calculating the Cash Amount are subject to adjustment pursuant to following provisions (hereinafter "**Adjustments**").]

[(2) Future updates in the calculation of the Underlying by the Relevant Index Calculator, particularly changes in the composition and weighting of the shares considered in the Underlying, price adjustments based on market-contingent price changes (e.g. as a consequence of capital actions or dividend payments) and other system-related adjustments will not lead, unless the prerequisites in the following paragraphs have been met, to any change in the Price [, the Knock-Out Barrier], the Multiplier or other terms of the Warrants decisive for the calculation of the Cash Amount.]

[(3) An adjustment will only be conducted in the event the computation of the Underlying by the Relevant Index Calculator on the (Final) Valuation Date no longer corresponds to the computation on the Date of the initial offer due to a change in the method of computation. This will be the case particularly in the event a recalculation of the Underlying in accordance with the new method of computation for the Date of the Initial Offer would result in a value deviating from the actual value determined on such date, although the recalculation was based on the share prices determined on the Date of the Initial Offer and the shares were weighted as on the Date of the Initial Offer.]

[(4) If the Index is cancelled at any time by the Relevant Index Calculator or in the event that the Adjustment Agent reaches the conclusion that no financially appropriate Adjustment to the occurred modification is possible by means of an Adjustment, the Issuer will terminate the Warrants pursuant to Section #.]

[(5) If the Index is replaced by another index, the Issuer will either terminate the Warrants pursuant to Section # or determine such other index as underlying on which the Option Right is to be based in the future (the "**Successor Index**") and its initial date of application. Moreover, from that point, all references in these Terms and Conditions to the Index, to the extent permitted by the context, shall be deemed to be references to the Successor Index.]

[(6) Changes to the calculation method for the Reference Price or for other relevant prices for the Underlying pursuant to these Terms and Conditions, including changes to the relevant Trading Days and Trading Hours for the Underlying, entitle the Adjustment Agent to make appropriate adjustments to the Option Right at its reasonable discretion. The Adjustment Agent shall also determine the day on which the adjusted Option Right is to apply for the first time, taking into account the point in time of the change.]

[(7) If the Reference Price or any other price relevant pursuant to these Terms and Conditions for the Underlying is no longer calculated and published by the Relevant Index Calculator but by another person, company or institution which the Issuer, at its reasonable discretion (Section 315 German Civil Code), deems appropriate (the "**New Relevant Index Calculator**"), the Cash Amount shall be calculated on the basis of the prices for the Underlying as calculated and published by the New Relevant Index Calculator, if the Issuer has not terminated the Warrants pursuant to Section #. Moreover, from that point, all references in these Terms and Conditions to the Relevant Index Calculator, to the extent permitted by the context, shall be deemed to be references to the New Relevant Index Calculator.]

[(8) The calculation of the Adjustments will be conducted by the Adjustment Agent. The “**Adjustment Agent**” is an expert which will be named by the Issuer at its reasonable discretion and commissioned with the computation of the Adjustments for the Warrants without delay immediately following the occurrence of an event which necessitates an adjustment. The Adjustments will be computed by the Adjustment Agent in such a manner that the financial position of the Warrant Holder remains essentially unchanged, as feasible, despite the Adjustments pursuant to the previous paragraphs. The determinations of the Adjustment Agent referred to in the previous paragraphs will be final and binding, except in the case of obvious errors. The Issuer will announce the Adjustments determined by the Adjustment Agent and the initial date of their application without undue delay in accordance with Section #.]

[*Other Adjustment provisions*: ###]

Section 5
Market Disruptions

(1) [If, in the opinion of the Issuer, a Market Disruption pursuant to paragraph (2) prevails on the (Final) Valuation Date, such date shall be postponed to the next subsequent day which meets the criteria for a (Final) Valuation Date pursuant to Section # and on which a Market Disruption no longer prevails. The Issuer shall endeavour to notify the Warrant Holders immediately, in accordance with Section #, of the occurrence of a Market Disruption. There is, however, no notification obligation. If the (Final) Valuation Date has been postponed as a result of this paragraph by [5][#] consecutive days which meet the criteria for a (Final) Valuation Date pursuant to Section #, and the Market Disruption still prevails on such date, then this date shall be deemed the (Final) Valuation Date and the Issuer shall determine the Cash Amount at its reasonable discretion (Section 315 German Civil Code), giving due consideration to the market conditions prevailing on such deemed (Final) Valuation Date.][*Other provision governing Market Disruptions*: ###]

(2) “**Market Disruption**” means

[(i) the suspension or restriction of trading on the exchanges or markets on which the components of the index are listed or traded, in general, or

(ii) the suspension or restriction of trading (including on securities lending markets) in the individual components of the index on the exchanges or markets on which such components are listed or traded or in a options or futures contract relating to the index on a futures exchange on which the options or futures contracts relating to the index are traded (the “**Futures Exchange**”);

(iii) the suspension or non-calculation of the index based on a decision by the Relevant Index Calculator,

Market Disruptions will not include any restrictions of trading days and trading hours if these are based on notified changes of the index calculation rules by the Relevant Index.][*Other definitions of Market Disruptions*: ###]

Insert for shares or certificates representing shares as Underlying:

Section 3
Underlying

(1) The “**Underlying**” is the share or certificate representing a share specified as Underlying in Table 2 issued by the Company specified in Table 2 (the “**Company**”).

(2) [The “**Reference Price**” of the Underlying is the [Reference Price specified in Table 2] [official closing price of the Underlying] [as calculated and published on Trading Days on the Relevant Exchange specified in Table 2 (the “**Relevant Exchange**”).] The “**Observation Price**” of the Underlying corresponds to [the prices for the Underlying continuously calculated and published on the Relevant Exchange on Trading Days]. “**Observation Hours**” corresponds to [the Trading Hours]. “**Trading Days**” are days [on which the Underlying is usually traded on the Relevant Exchange]. “**Trading Hours**” are hours [on Trading Days during which the Underlying is usually traded on the Relevant Exchange]. [*Other definition of Reference Price / Relevant Exchange / Observation Price / Observation Hours / Trading Days / Trading Hours*: ###]

Section 4
Adjustments

[(1) In case that an Adjustment Event pursuant to paragraph (2) occurs, the Adjustment Agent will determine whether such Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the Underlying and, if so, will make such adjustments, if necessary, to the affected terms of the Warrants which at its reasonable discretion is appropriate in order to account for the diluting, concentrative, or other effect and to the extent possible to maintain the economic position of the Warrant Holders as it was before the occurrence of the Adjustment Event. The Adjustments may refer to the Strike, the Multiplier, other relevant levels and to a replacement of the Underlying by a basket of shares or other assets or in the case of a merger by shares of the acquiring company or the newly established company under determination, as the case may be, of another exchange as Relevant Exchange and another currency as Relevant Currency. The Adjustment Agent can arrange (however, is not obliged) the provision of such adjustment to the adjustment that conducts a Futures Exchange, on which at the time of the Adjustment Event options or futures contracts relating to the Share are traded, to the options or futures contracts relating to the Share that are traded on the Futures Exchange for reason of the respective Adjustment Event.]

[(2) “**Adjustment Event**” is

(a) a subdivision (stock split), consolidation (reverse stock split) or reclassification of the relevant shares or a distribution of dividends on any such share by way of bonus shares, stock dividends or similar issues;

(b) an increase of the capital of the company by issuing to its shareholders direct or indirect subscription rights for new shares in consideration for cash ("Capital Increase for Cash");

(c) an increase of the capital of the company through capitalisation of reserves ("Capital Increase through Capitalisation of Reserves");

(d) granting of direct or indirect rights to subscribe to bonds or any other securities with option or conversion rights by the company to its shareholders ("Issue of Securities with Option or Conversion Rights");

(e) distribution of an extraordinary dividend;

(f) a spin off of a division of the company in such as manner that a new independent company is created or the division is absorbed by another company, whereby the shareholders receive shares for no consideration either in the new company or in the company that absorbed the division;

(g) a permanent delisting of the Underlying on the Relevant Exchange due to consolidation, amalgamation or merger or for any other reason;

(h) any other event that may have a diluting, concentrative or other effect on the theoretical value of the Underlying.]

[(3) The rules in the above paragraphs shall apply accordingly to certificates representing shares (such as ADR, ADS, GDR) as Underlying.]

[(4) Changes to the calculation method for the Reference Price or for other relevant prices for the Underlying pursuant to these Terms and Conditions, including changes to the relevant Trading Days and Trading Hours for the Underlying, entitle the Adjustment Agent to make appropriate adjustments to the Option Right at its reasonable discretion. The Adjustment Agent shall also determine the day on which the adjusted Option Right is to apply for the first time, taking into account the point in time of the change.]

[(5) In the event of a permanent delisting of the Underlying on the Relevant Exchange, which, however, is already listed on another exchange or market which the Issuer at its reasonable discretion (Section 315 German Civil Code) holds acceptable (the “**New Relevant Exchange**”), the CashAmount shall be calculated on basis of the relevant prices for the Underlying calculated and published on the New Relevant Exchange, provided that the Issuer has not terminated the Warrants early in accordance with Section #. In the event of such replacement, all references in these Terms and Conditions to the Relevant Exchange shall be deemed thereafter as a reference to the New Relevant Exchange.]

[(6) In case of initiation of a voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up or any analogous proceeding affecting the Company or in case of an action by which all shares or all or essentially all assets of the Company are nationalised or expropriated or required to be transferred to government agencies, authorities or institutions or should the Issuer after occurrence of a similar event reach the conclusion that no financially appropriate Adjustment to the occurred modification is possible by means of an Adjustment, the Issuer shall terminate the Warrants pursuant to Section #.]

[(7) The calculation of the Adjustments will be conducted by the Adjustment Agent. The “**Adjustment Agent**” is an expert which will be named by the Issuer at its reasonable discretion and commissioned with the computation of the Adjustments for the Warrants without delay immediately following the occurrence of an event which necessitates an adjustment. The determinations of the Adjustment Agent referred to in the previous paragraphs will be final and binding, except in the case of obvious errors. The Issuer will announce the Adjustments determined by the Adjustment Agent and the initial date of their application without undue delay in accordance with Section #.]

[*Other Adjustment provisions*: ###]

Section 5
Market Disruptions

(1) [If, in the opinion of the Issuer, a Market Disruption pursuant to paragraph (2) prevails on the (Final) Valuation Date, such date shall be postponed to the next subsequent day which meets the criteria for a (Final) Valuation Date pursuant to Section # and on which a Market Disruption no longer prevails. The Issuer shall endeavour to notify the Warrant Holders immediately, in accordance with Section #, of the occurrence of a Market Disruption. There is, however, no notification obligation. If the (Final) Valuation Date has been postponed as a result of this paragraph by [5][#] consecutive days which meet the criteria for a (Final) Valuation Date pursuant to Section #, and the Market Disruption still prevails on such date, then this date shall be deemed the (Final) Valuation Date and the Issuer shall determine the Cash Amount at its reasonable discretion (Section 315 German Civil Code), giving due consideration to the market conditions prevailing on such deemed (Final) Valuation Date.][*Other provision governing Market Disruptions*: ###]

(2) "**Market Disruption**" means

[(i) the suspension or restriction of trading in the Underlying on the Relevant Exchange, or

(ii) the suspension or restriction of trading (including on securities lending markets) in a options or futures contract relating to the Underlying on a futures exchange on which options or futures contracts relating to the Underlying are traded (the "**Futures Exchange**");

provided this suspension or restriction occurs or prevails in the final half hour before the closing price of the Underlying would normally be calculated, and is deemed to be material by the Issuer. A restriction of the Trading Days and Trading Hours is not deemed a Market Disruption if the restriction is based on a change to the trading rules made by the Relevant Exchange which has been announced in advance: ###]

Insert for Exchange Rates as Underlying:

Section 3
Underlying

(1) The "**Underlying**" is the Exchange Rate specified as the Underlying in Table 2.

(2) The "**Reference Price**" of the Underlying is [the Reference Price specified in the Price Currency in Table 2 for one unit of the Trading Currency as determined on the Reference Market (the "**Reference Market**") specified in Table 2 [and displayed on the business information service page for the Reference Price (the "**Page**") given in Table 2 or a page replacing this Page. If the Page is not available on the designated day, or if the Reference Price is not displayed there, the Reference Price is the reference price displayed on the relevant page of another business information service. If the Reference Price is no longer displayed in one of the manners described above, the Issuer is entitled to determine at its own reasonable discretion a Reference Price based on the market practice prevailing at the time and giving due consideration to the prevailing market conditions]. The "**Observation Price**" of the Underlying is the [mean price (arithmetic mean of the quoted bid and ask price pairs)][bid prices][ask prices] for the Underlying, as

determined by the Issuer at its reasonable discretion, quoted on the Reference Market and published continually on the relevant Page for the Observation Price. "**Observation Hours**" corresponds to [the Trading Hours]. "**Trading Days**" are days [on which prices for the Underlying are usually calculated on the Reference Market and published on the relevant Page for the Reference Market]. "**Trading Hours**" are hours [on Trading Days during which prices for the Underlying are usually calculated on the Reference Market and published on the relevant Page for the Reference Market.] [*Other definition of Reference Price / Reference Market / Observation Price / Observation Hours / Trading Days / Trading Hours*: ###]

Section 4
Adjustments

[(1) Should the Underlying change due to measures by the Reference Market or third parties or other events described in the following paragraph, the Adjustment Agent will be entitled to adjust the terms of the Warrants.]

[(2) Should one the currencies (Price or Trading Currency) of the Underlying, in its function as legal tender within a country or an single-currency area, be replaced by another currency by measures or sanctions applied by governmental or supervision authorities of such country or single-currency area, the Adjustment Agent shall be entitled to adjust the terms and conditions of the Warrants by replacing references to the respective currency with references to the new legal currency and to express amounts expressed in the old legal currency in the new legal currency at the official conversion rate on the date of such replacement.]

[(3) Changes to the calculation method for the Reference Price or for other relevant prices for the Underlying pursuant to these Terms and Conditions, including changes to the relevant Trading Days and Trading Hours for the Underlying, entitle the Adjustment Agent to make appropriate adjustments to the terms of the Warrants at its reasonable discretion. The Adjustment Agent shall also determine the day on which the adjusted Option Right is to apply for the first time, taking into account the point in time of the change.]

[(4) If the Reference Price or any other price relevant pursuant to these Terms and Conditions for the Underlying is no longer calculated and published by the Reference Market but by another person, company or institution which the Issuer, at its reasonable discretion (Section 315 German Civil Code), deems appropriate (the "**New Reference Market**"), the Cash Amount shall be calculated on the basis of the prices for the Underlying as calculated and published by the New Reference Market, if the Issuer has not terminated the Warrants pursuant to Section #. Moreover, from that point, all references in these Terms and Conditions to the Reference Market, to the extent permitted by the context, shall be deemed to be references to the New Reference Market.]

[(5) The calculation of the Adjustments will be conducted by the Adjustment Agent. The "**Adjustment Agent**" is an expert which will be named by the Issuer at its reasonable discretion and commissioned with the computation of the Adjustments for the Warrants without delay immediately following the occurrence of an event which necessitates an adjustment. The Adjustments will be computed by the Adjustment Agent in such a manner that the financial position of the Warrant Holder remains essentially unchanged, as feasible, despite the Adjustments pursuant to the previous paragraphs. The determinations of the Adjustment Agent referred to in the previous paragraphs will be final and binding, except in the case of obvious errors. The Issuer will announce the Adjustments determined by the Adjustment Agent and the initial date of their application without undue delay in accordance with Section #.]

[*Other Adjustment provisions*: ###]

Section 5
Market Disruptions

(1) [If, in the opinion of the Issuer, a Market Disruption pursuant to paragraph (2) prevails on the (Final) Valuation Date, such date shall be postponed to the next subsequent day which meets the criteria for a (Final) Valuation Date pursuant to Section # and on which a Market Disruption no longer prevails. The Issuer shall endeavour to notify the Warrant Holders immediately, in accordance with Section #, of the occurrence of a Market Disruption. There is, however, no notification obligation. If the (Final) Valuation Date has been postponed as a result of this paragraph by [5][#] consecutive days which meet the criteria for a (Final) Valuation Date pursuant to Section #, and the Market Disruption still prevails on such date, then this date shall be deemed the (Final) Valuation Date and the Issuer shall determine the Cash Amount at its reasonable discretion (Section 315 German Civil Code), giving due consideration to the market conditions prevailing on such deemed (Final) Valuation Date.][*Other provision governing Market Disruptions*: ###]

(2) "**Market Disruption**" means

[(i) the suspension or restriction of foreign exchange trading in at least one of the currencies of the exchange rate currency pair (including options or futures contracts) or the restriction of convertibility of the currencies of the exchange rate currency pair or the economic impossibility of obtaining an exchange rate for these currencies,

(ii) events other than those outlined above with economic effects similar to those outlined above,

provided that the events set above are deemed to be material by the Issuer.][*Other definitions of Market Disruptions*: ###]

Insert for Commodities as Underlying:

Section 3
Underlying

(1) The “**Underlying**” is the Commodity specified as the Underlying in Table 2.

(2) The “**Reference Price**” of the Underlying is the Reference Price of the Underlying specified in Table 2 as determined on the Reference Market (the “**Reference Market**”) specified in Table 2 [and displayed on the business information service page for the Reference Price (the “**Page**”) given in Table 2 or a page replacing this Page. If the Page is not available on the designated day, or if the Reference Price is not displayed there, the Reference Price is the reference price displayed on the relevant page of another business information service. If the Reference Price is no longer displayed in one of the manners described above, the Issuer is entitled to determine at its own reasonable discretion a Reference Price based on the market practice prevailing at the time and giving due consideration to the prevailing market conditions]. The “**Observation Price**” of the Underlying is the [mean price (arithmetic mean of the quoted bid and ask price pairs)][bid prices][ask prices] for the Underlying, as determined by the Issuer at its reasonable discretion, quoted on the Reference Market and published continually on the relevant Page for the Observation Price. “**Observation Hours**” corresponds to [the Trading Hours]. “**Trading Days**” are days [on which prices for the Underlying are usually calculated on the Reference Market and published on the relevant Page for the Reference Market]. “**Trading Hours**” are hours [on Trading Days during which prices for the Underlying are usually calculated on the Reference Market and published on the relevant Page for the Reference Market.] [*Other definition of Reference Price / Reference Market / Observation Price / Observation Hours / Trading Days / Trading Hours*: ###]

Section 4
Adjustments

[(1) Should the Underlying change due to measures by the Reference Market or third parties or other events described in the following paragraph, the Adjustment Agent will be entitled to adjust the terms of the Warrants.]

[(2) Changes to the calculation method for the Reference Price or for other relevant prices for the Underlying pursuant to these Terms and Conditions, including changes to the relevant Trading Days and Trading Hours for the Underlying, entitle the Adjustment Agent to make appropriate adjustments to the terms of the Warrants at its reasonable discretion. The Adjustment Agent shall also determine the day on which the adjusted Option Right is to apply for the first time, taking into account the point in time of the change.]

[(3) If the Reference Price or any other price relevant pursuant to these Terms and Conditions for the Underlying is no longer calculated and published by the Reference Market but by another person, company or institution which the Issuer, at its reasonable discretion (Section 315 German Civil Code), deems appropriate (the "**New Reference Market**"), the Cash Amount shall be calculated on the basis of the prices for the Underlying as calculated and published by the New Reference Market, if the Issuer has not terminated the Warrants pursuant to Section #. Moreover, from that point, all references in these Terms and Conditions to the Reference Market, to the extent permitted by the context, shall be deemed to be references to the New Reference Market.]

[(4) The calculation of the Adjustments will be conducted by the Adjustment Agent. The “**Adjustment Agent**” is an expert which will be named by the Issuer at its reasonable discretion and commissioned with the computation of the Adjustments for the Warrants without delay immediately following the occurrence of an event which necessitates an adjustment. The Adjustments will be computed by the Adjustment Agent in such a manner that the financial position of the Warrant Holder remains essentially unchanged, as feasible, despite the Adjustments pursuant to the previous paragraphs. The determinations of the Adjustment Agent referred to in the previous paragraphs will be final and binding, except in the case of obvious errors. The Issuer will announce the Adjustments determined by the Adjustment Agent and the initial date of their application without undue delay in accordance with Section #.]

[*Other Adjustment provisions*: ###]

Section 5
Market Disruptions

(1) [If, in the opinion of the Issuer, a Market Disruption pursuant to paragraph (2) prevails on the (Final) Valuation Date, such date shall be postponed to the next subsequent day which meets the criteria for a (Final) Valuation Date pursuant to Section # and on which a Market Disruption no longer prevails. The Issuer shall endeavour to notify the Warrant Holders immediately, in accordance with Section #, of the occurrence of a Market Disruption. There is, however, no notification obligation. If the (Final) Valuation Date has been postponed as a result of this paragraph by [5][#] consecutive days which meet the criteria for a (Final) Valuation Date pursuant to Section #, and the Market Disruption still prevails on such date, then this date shall be deemed the (Final) Valuation Date and the Issuer shall determine the Cash Amount at its reasonable discretion (Section 315 German Civil Code), giving due consideration to the market conditions prevailing on such deemed (Final) Valuation Date.][*Other provision governing Market Disruptions*: ###]

(2) "**Market Disruption**" means

[(i) the suspension or restriction of trading or price fixing in the Underlying on the Reference Market, or

(ii) the suspension or restriction of trading in an options or futures contract relating to the Underlying on a futures exchange on which options or futures contracts relating to the Underlying are traded (the "**Futures Exchange**").

A restriction of the Trading Days and Trading Hours on the Reference Market is not deemed a Market Disruption if the restriction is based on a change which has been announced in advance][*Other definitions of Market Disruptions*: ###]

Insert for Futures Contracts as Underlying:

Section 3
Underlying

(1) The "**Underlying**" on the Date of Initial Offer is [the futures contract specified as Underlying in Table 2 [with the Initial Expiry Date specified in Table 2 (the "**Initial Expiry Date**")]][the futures contract specified as Underlying in Table 2 with the expiry month corresponding to such of the Relevant Contract Months specified in Table 2 which next follows the Date of Initial Offer and in respect of which a Roll Date (Section # (#)) has not occurred on or prior to the Date of Initial Offer].

(2) [The "**Reference Price**" of the Underlying is the Reference Price of the Underlying specified in Table 2 as determined on the Relevant Exchange specified in Table 2 (the "**Relevant Exchange**"). The "**Observation Price**" of the Underlying corresponds to [the prices for the Underlying continuously calculated and published on the Relevant Exchange on Trading Days]. "**Observation Hours**" correspond to [the Trading Hours][the period between [8am][#] and [7pm][###] (in each case [London][*other location*: ###] local time)]. "**Trading Days**" are days [on which the Underlying is usually traded on the Relevant Exchange]. "**Trading Hours**" are hours [on Trading Days during which the Underlying is usually traded on the Relevant

Exchange].] [*Other definition of Reference Price / Relevant Exchange / Observation Price / Observation Hours / Trading Days / Trading Hours*: ###]

[(3) The Futures Contract will be substituted on each [Date of substitution: ###] by a Futures Contract with the same contract terms with effect from [Date when the substitution takes effect: ###,], whereas the expiry Date of the new relevant Futures Contract corresponds to [Definiton of the expiry Date]. The strike will be adjusted on each [Date of Adjustment:###] with effect from [Date when the Adjustment takes effect:###]. The Adjustment of the strike will be conducted by decreasing (respectively increasing) the previous relevant strike by the absolute difference by which the settlement price, determined at the last trading day of the previous relevant Futures contract exceeds (respectively falls below) the settlement price of the new relevant Future contract.][*Other Rollover provision*: ###]

Section 4
Adjustments

[(1) If during the term of the Warrants the underlying concept of the Futures contract will be changed in such a substantial way that in the opinion of the Adjustment Agent a comparability to the previous concept is not granted any longer, or the trading of the futures contract on the Relevant Exchange ceases completely, the Adjustment Agent will determine on each relevant Trading Day of the Relevant Exchange a fictive daily closing price from the day on which the modifications occurred. This determination will be made on basis of the calculation method, which is currently used for the determination of the theoretical value of the futures contract (fair value). In case that a fictive daily closing price is determined, this price is understood as the daily closing price like it is stipulated in this terms and conditions.]

[(2) Changes to the calculation method for the Reference Price or for other relevant prices for the Underlying pursuant to these Terms and Conditions, including changes to the relevant Trading Days and Trading Hours for the Underlying, entitle the Adjustment Agent to make appropriate adjustments to the Option Right at its reasonable discretion. The Adjustment Agent shall also determine the day on which the adjusted Option Right is to apply for the first time, taking into account the point in time of the change.]

[(3) In the event of a permanent delisting of the Underlying on the Relevant Exchange, which, however, is already listed on another exchange or market which the Issuer at its reasonable discretion (Section 315 German Civil Code) holds acceptable (the "**New Relevant Exchange**"), the Cash Amount shall be calculated on basis of the relevant prices for the Underlying calculated and published on the New Relevant Exchange, provided that the Issuer has not terminated the Warrants early in accordance with Section #. In the event of such replacement, all references in these Terms and Conditions to the Relevant Exchange shall be deemed thereafter as a reference to the New Relevant Exchange.]

[(4) Should the Adjustment Agent draw the conclusion that a further calculation of the price of the Underlying pursuant to paragraph (1) is impossible or that for whatever reason following a change in the terms or the liquidity of the Underlying no financially appropriate Adjustment to the occurred modification is possible, the Issuer shall terminate the Warrants pursuant to Section #.]

[(5) The calculation of the Adjustments will be conducted by the Adjustment Agent. The "**Adjustment Agent**" is an expert which will be named by the Issuer at its reasonable discretion and commissioned with the computation of the Adjustments for the Warrants without delay immediately following the occurrence of an event which necessitates an adjustment. The Adjustments will be computed by the Adjustment Agent in such a manner that the financial position of the Warrant Holder remains essentially unchanged, as feasible, despite the Adjustments pursuant to the previous paragraphs. The determinations of the Adjustment Agent referred to in the previous paragraphs will be final and binding, except in the case of obvious errors. The Issuer will announce the Adjustments determined by the Adjustment Agent and the initial date of their application without undue delay in accordance with Section #.]

[*Other Adjustment provisions*: ###]

Section 5
Market Disruptions

(1) [If, in the opinion of the Issuer, a Market Disruption pursuant to paragraph (2) prevails on the (Final) Valuation Date, such date shall be postponed to the next subsequent day which meets the criteria for a (Final) Valuation Date pursuant to Section # and on which a Market Disruption no longer prevails. The Issuer shall endeavour to notify the Warrant Holders immediately, in accordance with Section #, of the occurrence of a Market Disruption. There is, however, no notification obligation. If the (Final) Valuation Date has been postponed as a result of this paragraph by [5][#] consecutive days which meet the criteria for a (Final) Valuation Date pursuant to Section, and the Market Disruption still prevails on such date, then this date shall be deemed the (Final) Valuation Date and the Issuer shall determine the Cash Amount at its reasonable discretion (Section 315 German Civil Code), giving due consideration to the market conditions prevailing on such deemed (Final) Valuation Date.][*Other provision governing Market Disruptions*: ###]

(2) "**Market Disruption**" means

[(i) the suspension or restriction of trading in the Underlying on the Relevant Exchange, or

(ii) a material change in the method of price determination or in the trading conditions with respect to the futures contract on the Relevant Exchange.

A restriction of the Trading Days and Trading Hours on the Reference Market is not deemed a Market Disruption if the restriction is based on a change which has been announced in advance.][*Other definitions of Market Disruptions*: ###]

Insert for Baskets as Underlying:

Section 3
Underlying

(1) The "**Underlying**" is a Basket comprising the components defined in Table 2 (the "**Basket Components**").

(2) The "**Reference Price of the Underlying**" corresponds to [the sum of the Reference Prices of the Basket Components as calculated on Basket Trading Dates by the Issuer and expressed in EUR or converted into EUR in accordance with Section # and multiplied by the Weighting Factor (defined in Table 2)][*other provision governing Reference Prices*: ###] The "**Observation Price**" of the Underlying corresponds to [the sum of the prices of the Basket Components as continually calculated by the Issuer during the Basket Trading Hours on Basket Trading Dates and expressed in EUR or converted into EUR in accordance Section #]. "**Observation Hours**" are [the Basket Trading Hours]. "**Basket Trading Dates**" are [*provision governing the Trading Dates*: ###] "**Basket Trading Hours**" are [*provision governing the Hours of Trading*: ###][[*Other definition of Reference Price / Observation Price / Observation Hours / Basket Trading Dates / Basket Trading Hours*: ###]

[(3) If [with respect to a Basket Component, an event occurs that impacts the performance continuity of the respective Basket Component or that would represent an event which necessitates an Adjustment in accordance with the provisions set out above in respect of a Basket Component, the Adjustment Agent is entitled to adjust the Weighting Factor of the respective Basket Component or terms of the Warrants.][*Other Adjustment provision*: ###]

Section 4
(*not applicable*)

Section 5
(*not applicable*)

Section 6
Form of Warrants, Collective Deposit, Status, Size Increases, Repurchases

[(1) Each series of the Warrants issued by the Issuer will be represented by a global bearer warrant (hereinafter "**Global Bearer Warrant**"), which will be deposited with the Central Securities Depositary pursuant to Section #. No effective warrants will be issued throughout the term. The right to delivery of effective warrants is excluded.

(2) The Warrants will be transferred as co-owner's interests in the respective Global Bearer Warrant pursuant to the rules of the Central Securities Depositary and, outside the Clearing Territory of the Central Securities Depositary, the Further Securities Depositaries pursuant to Section #.

(3) The Warrants constitute immediate, non-collateralised and non-subordinated obligations of the Issuer, which rank pari passu among themselves and with all other present and future non-collateralised and non-subordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions.

(4) The Issuer is entitled at any time, without the consent of the warrant holders, to issue additional Warrants with identical terms and conditions, which shall then be consolidated with the Warrants to form a single issue, thus increasing their number. In such cases, the term “Warrants” also includes the additionally issued Warrants.

(5) The Issuer is entitled at any time to repurchase Warrants via the exchange or over-the-counter transactions at any price. The Issuer is under no obligation to inform the warrant holders of such repurchases. The repurchased Warrants may be cancelled, held, sold on, or used in another way by the Issuer.][*Other provisions governing the form, the collective deposit, the status or size increases respectively repurchases of the warrants*: ###]

Section 7
Sale Restrictions

[(1) The warrants will not be registered under the United States Securities Act of 1933 as amended; the warrants have not been admitted to trading by the United States Commodity Futures Trading Commission ("CFTC") under the United States Commodity Exchange Act. The Warrants may not be offered, sold or delivered at any time directly or indirectly in the United States of America, its territories or possessions or to or through U.S. Persons. When exercising the Warrants, the Warrant Holders will be obligated to assure that the Warrants will not be held either directly or indirectly on behalf of a U.S. Person.

The Issuer is not registered with the CFTC as a commission merchant. By purchasing and accepting the Warrants, the Warrant Holder represents that he or she is not a United States Person as defined below and that he or she will sell the Warrants in advance should he or she fall under the definition of a United States Person in the future; the Warrant Holder hereby further represents that he or she has not offered, sold or traded the Warrants directly or indirectly in the United States at any time and will likewise not do so in the future; the Warrant Holder hereby also represents that: (a) he or she has not offered, sold or traded the Warrants to a United States Person directly or indirectly at any time or negotiated with such a person and will likewise not do so in the future (whether on his or her own behalf or on behalf of a third party); and (b) he or she has not purchased the Warrants for the account of any United States Person. The Warrant Holder hereby agrees to deliver the buyer these sale restrictions and the following explanations upon the sale of the Warrants or to refer the buyer in writing to these sale restrictions.

The following definitions apply: "United States" means the United States of America (including the states thereof, the District of Columbia, and the territories, possessions and other areas under the jurisdiction thereof); "United States Person" means any citizen or resident of the United States of America as well as any corporation or partnership or other company organized or established under the law of the United States of America or any of its territorial authorities as well as any estates and trust funds which are subject to the taxation of the United States of America, irrespective of the source of their income.

(2) With respect to any activity in connection with Citigroup warrants/certificates or other derivate products in the United Kingdom, all applicable provisions of the Financial Services and Markets Act 2000 (hereinafter "FSMA") must be observed. Any dissemination of offers or incentives to initiate investment activity in terms of Paragraph 21 of the FSMA may only be made or instigated in connection with the issue or sale of warrants/certificates or other derivate products in cases in which Paragraph 21 of the FSMA does not apply. In relation to any secuities which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the securities would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("FSMA") by the Issuer;

(3) In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not been and will not be an offer of Warrants to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Warrants to the public in that Relevant Member State:

(a) in the period following the date of publication of this prospectus related to such Warrants which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, in accordance with the Prospectus Directive, ending with the date that lies 12 months after the after the date of publication;

(b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(c) at any time to any legal entity which meets two or more of the following criteria: (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(d) at any time to fewer than 100 natural or legal persons per Relevant Member State (other than qualified investors as defined in Article 2 of the Prospectus Directive); or

(e) at any time in any other circumstances, which do not require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression "offer of securities to the public" in relation to any securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe the securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

(4) With respect to any activity in connection with the warrants, particularly the acquisition or sale thereof, and/or the exercise of options from the warrants, the provisions of law applicable in the respective country must be observed by the Warrant Holders and any other market participants involved. Normally, the warrants may only be offered publicly if a sales or stock exchange prospectus in compliance with the provisions of law of the country in which the public offer is made has been approved and published. The publication must normally be made by the person submitting the corresponding offer in the respective jurisdiction. Warrant Holders and/or persons interested in acquisition are therefore obligated to inform themselves of and comply with the provisions of law in this regard.][*Other selling restriction provisions*: ###]

Section 8
Exercise of the Warrants

Insert for Warrants with European Type of Exercise:

[(1) The option may only be exercised by the Warrant Holder with effect as of the Expiry Date of the respective warrant. If the Cash Amount reveals a positive value, the option of the respective Warrant will be considered as exercised on the Expiry Date without any further prerequisite and without the issuance of any express exercise declaration (hereinafter "Automatic Exercise").

(2) The Issuer will transfer the Cash Amount, if any, on the Payment Date upon Exercise to the Central Securities Depositary for credit of the Warrant Holders registered with the Central Securities Depositary by close of business on the preceding Banking Day at the registered office of the Central Securities Depositary.

(3) The Central Securities Depositary has agreed with the Issuer on a corresponding transfer. In the event no transfer is possible within three months after the Payment Date ("Presentation Period"), the Issuer will be entitled to deposit the corresponding amounts at the Local Court of Frankfurt am Main on behalf of the Warrant Holders at their cost and risk, waiving the right to the return thereof. With the deposit, the claims of the Warrant Holders against the Issuer will be extinguished.

(4) All taxes and other charges incurred in relation to the payment of the Cash Amount or the fair market value are to be borne by the Warrant Holder.

(5) If the Expiry Date falls between the day on which the Issuer determines a ground for an Adjustment pursuant to Section # and the day on which the Issuer announces the respective Adjustments (hereinafter, the "Adjustment Period"), the Payment Date upon Expiry will be the first common Banking Day at the place of the Issuer and at the place of the Central Securities Depositary following

the day on which the Issuer has announced the Adjustments for the Expiry Date. The Reference Price on the Expiry Date and the Adjustment made by the Issuer will be decisive when calculating the Cash Amount pursuant to Section #.

(6) The Cash Amount or fair market value will be paid in the Cash Currency and the Issuer will not be obligated to issue any declarations.][*Other provisions governing the exercise of the warrants*: ###]

Insert for Warrants with American Type of Exercise:

[(1) For the effective exercise of the Warrants, the Warrant Holder must fulfill the prerequisites mentioned below vis-à-vis the respective exercise agent. In addition, the provisions in paragraphs 2 to 4 apply.

a) When exercising the warrants vis-à-vis the exercise agent in #####, the Warrant Holder must ######

b) When exercising the warrants vis-à-vis the exercise agent in #####, the Warrant Holder must ######

c) When exercising the warrants vis-à-vis the exercise agent in #####, the Warrant Holder must ######

d) When exercising the warrants vis-à-vis the exercise agent in #####, the Warrant Holder must ######

(2) The Exercise Declaration will become effective on the Exercise Date pursuant to Section #. Any revocation of the Exercise Declaration, even prior to the date the exercise becomes effective, is hereby excluded. All prerequisites mentioned in Section # (#) must be fulfilled within [15][###] Banking Days (at the place of the respective exercise agent) after the occurrence of the first prerequisite. Otherwise, the Issuer or the exercise agent will be entitled to return to the Warrant Holder without interest any performances previously rendered at the Warrant Holder´s own cost and risk; the exercise of the warrant will not become effective in such case.

(3) All taxes and other charges incurred in relation to the exercise of the Warrants are to be borne by the Warrant Holder. The Cash Amount will be paid in the Cash Currency, without the Issuer or the exercise agent being obliged to issue declarations of any type.

(4) The Issuer will transfer the Cash Amount, if any, on the Payment Date upon Exercise to the Central Securities Depositary for credit of the Warrant Holders registered with the Central Securities Depositary by close of business on the preceding Banking Day at the registered office of the Central Securities Depositary. The Central Securities Depositary has agreed with the Issuer on a corresponding transfer.][*Other provisions governing the exercise of the warrants*: ###].

Section 9
Early Repayment

[(1) In case of occurrence of one of the below described events, the Issuer is entitled to terminate and call all Warrants of a series for early repaymnet by way of an announcement in accordance with Section # indicating the respective Termination Amount defined in paragraph 3. "**Termination Events**" are

(a) the occurence of circumstances which are out of scope of the Issuer's responsibility due to which the compliance with the Issuer´s obligations from the Warrants in general or partly is – no matter for what reason– [unlawful or] impracticable or will be or has become under a reasonable economic approach unacceptable, or

(b) changes in the legal situation or regulatory requirements or orders due to which the maintenance of the Issuers´s hedging positions becomes unlawful, or

(c) the occurrence of a circumstance which is out of scope of the Issuer's responsibility and which prevents or makes it unacceptable for the Issuer (i) to convert the Reference Currency of the Underlying into the Cash Currency of the Warrants in transactions which are usual in the market or (ii) not to transfer deposits which are kept in the Reference Currency of the Underlying from one jurisdiction into another or (iii) the occurrence of circumstances which are out of scope of the Issuer's responsibility which have a comparable negative influence on the convertibility of the Reference Currency of the Underlying into the Cash Currency and if the Issuer concludes that a conversion of the Reference Currency of the Underlying into the Cash Currency of the Warrants is not possible, or

(d) the occurrence of a circumstance pursuant to the provisions of Section # (Adjustments) and which is out of scope of the Issuer's responsibility, due to which no financially appropriate adjustments to the occurred changes are possible.

(2) [Each termination notice pursuant to this Section # is irrevocable and has to indicate the date of termination.] [A termination by the Issuer pursuant to paragraph (1) shall come into effect on the date of the publication of the notice pursuant to Section # or, as the case may be, on the date specified as such in the publication of the notice.]

(3) [In case of a termination in accordance with section #, the Issuer shall pay to each Warrant Holder a sum with respect to each Warrant held (the "Termination Amount"), which shall be determined by the Issuer at its reasonable discretion (Section 315 German Civil Code) as the [adequate][fair] market price of a Warrant immediately prior to occurrence of the event which triggered the need to terminate the Warrants in accordance with Section # [less the expenses of the Issuer for the unwinding of underlying hedge positions].][*Other Termination Amount provision*: ###]. In such case, the Issuer will for all Warrants affected by the termination transfer the Terminationt Amount [within 5 Banking Days at the registered office of the Issuer and at the place of the Central Securities Depositary][on the first Banking Day in Frankfurt am Main] following the date on which the termination comes into effect for credit to the Warrant Holders registered with the Central Securities Depositary on the second Banking Day in Frankfurt am Main following the date on which the termination comes into effect (hereinafter referred to as "Payment Date upon Termination").

The Central Securities Depositary has agreed with the Issuer on a corresponding transfer.

In the event no transfer is possible within three months after the Payment Date ("Presentation Period"), the Issuer will be entitled to deposit the corresponding amounts at the Local Court of Frankfurt am Main on behalf of the Warrant Holders at their cost and risk, waiving the right to the return thereof. With the deposit, the claims of the Warrant Holders against the Issuer will be extinguished.][*Other provisions governing the Early Repayment of the warrants*: ###]

Insert for Open End Warrants:

Section 9a
Termination

[(1) The Issuer is entitled during the term of the Warrants to terminate the Warrants of a series in whole [with ## [days][weeks][months] prior notice] by way of an announcement in accordance with Section # with effect as of [*insert date(s)*: #] ([each a][the] "**Termination Date**"). [Such termination shall not come into effect prior than ## # ####.] [Each termination notice pursuant to this section # is irrevocable and has to indicate the date of termination.] [The termination shall come into effect on the date of the publication of the notice in accordance with Section # or, as the case may be, on the date specified as such in the publication of the notice.] For the purposes of calculating the Cah Amount pursuant to Section #, the date on which the Issuer´s termination comes into effect shall be considered the (Final) Valuation Date within the meaning of these

Terms and Conditions.][*Other provision governing the Issuer Termination Right*: ###]

(2) In case of Issuer's termination, Section # (#) to (#) will not apply. In such case, Exercise Date within the meaning of Section # (#) will be the day the termination comes into effect. [Payment Date is the Payment Date upon Termination pursuant to Section # (#).]

(3) In such case, the Issuer will for all Warrants affected by the termination transfer the Cash Amount [within 5 Banking Days at the registered office of the Issuer and at the place of the Central Securities Depositary][on the first Banking Day in Frankfurt am Main] following the date on which the termination comes into effect for credit to the Warrant Holders registered with the Central Securities Depositary on the second Banking Day in Frankfurt am Main following the Exercise Date (hereinafter referred to as "Payment Date upon Termination").

The Central Securities Depositary has agreed with the Issuer on a corresponding transfer.

In the event no transfer is possible within three months after the Payment Date ("Presentation Period"), the Issuer will be entitled to deposit the corresponding amounts at the Local Court of Frankfurt am Main on behalf of the Warrant Holders at their cost and risk, waiving the right to the return thereof. With the deposit, the claims of the Warrant Holders against the Issuer will be extinguished.][*Other provisions governing the Termination of the warrants*: ###]

Section 10
Period of Presentation,
Postponement of Due Date

(1) The period of presentation as established in Section 801 paragraph 1 sentence 1 German Civil Code is reduced to ten years.

(2) In the event Citigroup Global Markets Deutschland AG or the respective exercise agent is not actually or legally in the position to fulfill its liabilities from the Warrants in a legally admissible fashion in Frankfurt am Main or at the place of the respective exercise agent, the due date of such liabilities will be postponed until the date on which it is actually or legally feasible for Citigroup Global Markets Deutschland AG or the respective exercise agent to fulfill its liabilities in Frankfurt am Main or the place of the exercise agent. The Warrant Holders will not be entitled based on any such postponement to any rights against the assets of Citigroup Global Markets Deutschland AG or the exercise agent which are located in Frankfurt am Main or elsewhere.

(3) The Issuer will announce the occurrence and elimination of any event described in Section 10 (2) without delay pursuant to Section # hereof.

Section 11
Notices

[Unless prescribed otherwise by the provisions of law applicable at the respective point in time in the countries where the warrants are offered publicly or listed on a stock exchange, the publication will be made in one or more periodicals common or with large circulation in the states in which the public offer has been submitted or the security admitted to trading on an exchange. Publication in one of these periodicals will be sufficient for legal validity. [The Issuer is entitled to publish notices on its website in lieu of in the aforementioned periodicals. The Issuer will notify any such change of the publication medium in one of the aforementioned newspapers.][*Other provisions governing notices*: ###]

Section 12
Substitution of the Issuer

[(1) The Issuer is entitled at any time to substitute, without the consent of the warrant holders, any other company as Issuer (the "New Issuer") with respect to all obligations under or in connection with the Warrants; provided that:

(a) The New Issuer assumes all obligations of the Issuer under or in connection with the Warrants (the “Assumption”),

(b) the Assumption has no adverse credit-related, financial, legal or tax consequences for the Warrant Holders, and that this is confirmed by a trustee specifically appointed for this case by the Issuer at its own expense, which is a bank or auditing firm of international standing (the “Trustee”),

(c) the Issuer or another company authorised by the Trustee guarantees all the New Issuer’s obligations under the Warrants for the benefit of the Warrant Holders, and

(d) the New Issuer has obtained all necessary authorisations from the competent authorities, so that the New Issuer can meet all obligations under or in connection with the Warrants.

(2) In the event of such a substitution of the Issuer, any reference to the Issuer in these Terms and Conditions shall be deemed to be references to the New Issuer.

(3) Substitution of the Issuer in accordance with section # shall be announced immediately in accordance with section #. Provided that the conditions set out above have been fulfilled, the New Issuer replaces the Issuer in all respects and the Issuer is released from all obligations towards the Warrant Holders under or in connection with the Warrants arising from its function as Issuer.][*other provisions regarding substitution of the Issuer: ###*]

Section 13
Miscellaneous Provisions

[(1) The form and content of the Warrants as well as all rights and obligations arising out of these Terms and Conditions shall be governed in all respects by the laws of the Federal Republic of Germany.

(2) The place of jurisdiction for all legal disputes or other proceedings arising from or in connection with the Warrants is Frankfurt am Main.

(3) The place of performance is Frankfurt am Main.

(4) The Issuer is entitled to (i) correct obvious spelling or numerical errors and (ii) to amend or supplement contradictory or incomplete provisions whereby in the cases specified under (ii) only such amendments or additions are permitted that are reasonable to the Warrant Holders, taking into account the interests of the Issuer, i.e. that do not materially impair the financial situation of the Warrant Holder or do not make it significantly more difficult to exercise the Warrants. Any changes or additions to these Terms and Conditions shall be notified immediately in accordance with Section #.

(5) Should any provision of these Terms and Conditions be or become ineffective in whole or in part, the other provisions shall remain in force. The ineffective provision shall be replaced by an effective provision that achieves the economic purpose of the ineffective provision to the extent permitted by law.

(6) The Issuer hereby reserves the right to introduce all the warrants or individual series thereof to trading on other securities exchanges, including foreign securities exchanges, and to offer the warrants publicly abroad, and, to take all measures which are necessary in this context to introduce the warrants to trading on the respective stock exchanges or to offer them publicly. The Issuer will moreover

be entitled: to allow the Warrant Holder to exercise the warrants vis-à-vis a foreign exercise agent; to disburse the Cash Amount in another currency; and to request that the warrants be listed in another currency.][*other miscellaneous provisions*: ###]

Frankfurt/Main, ## # ####

Citigroup Global Markets Deutschland AG

Optionsbedingungen

[*genaue Bezeichnung*: ###] Optionsscheine

bezogen auf [Aktienindizes][Aktien bzw. aktienvertretende Wertpapiere][Wechselkurse][Rohstoffe][Futures-Kontrakte] [einen Korb bestehend aus [Aktienindizes][Aktien][Wechselkursen][Rohstoffen][Futures-Kontrakten]]

[Die [genaue Bezeichnung: ###] Optionsscheine] werden ausschließlich in [Frankreich][,][und][Portugal][,][und][den Niederlanden][,][und][Schweden][,][und][Finnland][,][und][*anderes Angebotsland*: ###] öffentlich angeboten]

Tabelle 1

[Tag des ersten Angebots in [*Angebotsland einfügen*: ###]: ###] [Tag der anfänglichen Valutierung in [Angebotsland einfügen: ###]: ###]

WKN	ISIN-Code	Basiswert	Art	Basispreis [am Tag des ersten Angebots]	[Cap] [Digitaler Zielbetrag]	[Knock-Out Barriere] [im 1. Anpassungszeitraum][am Tag des ersten Angebots]	[Anpassungs-prozentsatz im 1. Anpassungs-zeitraum]	Bezugs-verhält-nis	[Verfall] [Beginn der Laufzeit]	Ausübung	Anzahl	[andere Ausstattungs-merkmale]
######	############	########	###	### ##,##	### ##,##	### ##,##	#,#	#,#	##.##.####	#######	##.###.###	#######

Tabelle 2

Basiswert [Firmenname][Aktienart] [Indextyp][Gewichts- oder sonstige Maßeinheit] [[Anfänglicher] Verfalltermin]	ISIN oder Reuters-Code des Basiswertes	[Maßgebliche Börse] [bzw.] [[Maßgeblicher]Referenzmarkt] [bzw.] [Maßgeblicher Indexberechner] [(Reutersseite für den Beobachtungskurs)]	Maßgebliche Anpassungsbörse [für Basiswert („Anpassungs-börse")][Maßgebliche Verfallsmonate]	(Finaler) Bewertungs-tag	[Währungs-umrechnungstag] [/] [Rolltag]	Referenzpreis des Basiswertes („Referenzpreis“) [/ Reutersseite für den Referenzpreis]	[Maximale Transaktions-gebühr [je Einheit des Basiswerts]] [/][Referenz-zinssatz / Reutersseite]	Währung, in der der Referenzpreis ausgedrückt wird („Referenzwährung“)	[andere Ausstattungs-merkmale]
#######	#######	#######	#######	**#######**	**#######**	**#######**	**#######**	#######	#######

Korbbestandteil [Firmenname][Aktienart] [Indextyp][Gewichts- oder sonstige Maßeinheit] [Verfalltermin]	ISIN oder Reuters-Code des Korbbestandteils	[Maßgebliche Börse] [bzw.] [Maßgeblicher Referenzmarkt] [bzw.] [Maßgeblicher Indexberechner für den Korbbestandteil]	Maßgebliche Anpassungs-börse für den Korbbestandteil („Anpassungsbörse")	Referenzpreis des Korbbestandteils („Referenzpreis“)	[Gewichtung] [Gewichtungs-faktor] des Korbbestandteils	Währung, in der der Referenzpreis ausgedrückt wird („Referenzwährung“)	[andere Aus stattungs-merkmale]
#######	#######	#######	#######	#######	#######	#######	#######

Dabei bedeuten im Einzelnen:

[###] : [###]

[Zum Zwecke der Übersichtlichkeit kann die Darstellung der Tabellen, insbesondere die Anordnung der Spalten, in den Endgültigen Angebotsbedingungen von der hier gewählten Darstellung abweichen.]

Der Rest dieser Seite bleibt absichtlich leer.

Nr. 1

Optionsrecht

Citigroup Global Markets Deutschland AG, Frankfurt am Main (der "**Emittent**") gewährt hiermit dem Inhaber von [*genaue Bezeichnung*: ###] Optionsscheinen (die "**Optionsscheine**"), bezogen auf den Basiswert, wie im einzelnen jeweils in der **Tabelle 1** und der **Tabelle 2** auf Seite # (und ggf. den nachfolgenden Seiten) dieser Optionsscheinbedingungen angegeben, das Recht (das "**Optionsrecht**"), nach Maßgabe dieser Optionsscheinbedingungen die Zahlung des Auszahlungsbetrages (§ 2 (1)) [bzw. des Stopp-Loss Auszahlungsbetrages (§ # (#))] [bzw. des Kündigungsbetrages (§ # (#))] durch den Emittenten zu verlangen.

Nr. 2
Auszahlungsbetrag; Definitionen

(1) Der "**Auszahlungsbetrag**" je Optionsschein ist, vorbehaltlich [des Eintritts eines Knock-Out Ereignisses (§ # (#))] [oder] [der vorzeitigen Rückzahlung der Optionsscheine durch den Emittenten (§ # (#))], der Innere Wert eines Optionsscheins, sofern dieser bereits in der Auszahlungswährung ausgedrückt ist, oder der mit dem Referenzpreis der Währungsumrechnung in die Auszahlungswährung umgerechnete Innere Wert eines Optionsscheins.

(2) Der "Innere Wert" eines Optionsscheins ist,

Bei Plain-Vanilla Optionsscheinen einfügen:

[vorbehaltlich einer Anpassung des Basispreises, des Bezugsverhältnisses oder der sonstigen Ausstattungsmerkmale der Optionsscheine, die in der Referenzwährung ausgedrückte und mit dem Bezugsverhältnis multiplizierte Differenz, um die der am (Finalen) Bewertungstag festgestellte Referenzpreis des Basiswerts den jeweiligen Basispreis überschreitet ([Call][*genaue Bezeichnung*: ###] Optionsscheine) bzw. unterschreitet ([Put][*genaue Bezeichnung*: ###] Optionsscheine).]

Bei Turbo Optionsscheinen einfügen:

[vorbehaltlich einer Anpassung des Basispreises, der Knock-Out Barriere, des Bezugsverhältnisses oder der sonstigen Ausstattungsmerkmale der Optionsscheine, die in der Referenzwährung ausgedrückte und mit dem Bezugsverhältnis multiplizierte Differenz, um die der am (Finalen) Bewertungstag festgestellte Referenzpreis des Basiswerts den jeweiligen Basispreis überschreitet ([Bull][*andere Bezeichnung*: ###] Optionsscheine) bzw. unterschreitet ([Bear][*andere Bezeichnung*: ###] Optionsscheine).]

[*andere Definition des Inneren Wertes*: ###]

(3) In diesen Optionsscheinbedingungen bedeuten:

„Bankarbeitstag“:
#######

„Verfalltag“:
#######

„Verfalltag + 1“:
#######

„Tag des ersten Angebotes“:
#######

"Laufzeit der Optionsscheine":
#######

„Ausübungsfrist“:
#######

„Mindestausübungsvolumen“:
#######

„Referenzpreis des Basiswerts (Korb)“:
#######

„(Finaler) Bewertungstag“:
#######

„Modifizierter (Finaler) Bewertungstag“:
#######

„Modifizierter (Finaler) Bewertungstag + 1“:
#######

„Währungsumrechnungstag“:
#######

„Anpassungszeitraum“:
#######

„Anpassungsprozentsatz“:
#######

„Zinsbereinigungsfaktor“:
#######

„Anpassung auf Grund von Dividendenzahlungen“:
#######

„Anpassungstag“:
#######

„Einlösungstag“:
#######

„Modifizierter Einlösungstag“:
#######

„Modifizierter Einlösungstag + 1“:
#######

„Beobachtungszeitraum“:
#######

„Zusatzort“:
#######

„Zahltag bei Kündigung“:
#######

„Zahltag bei [Einlösung][Ausübung]“:
#######

„Zahltag bei vorzeitiger Rückzahlung“:
#######

„Zahltag bei Verfall“:
#######

„Wechselkursreferenzstelle“:
#######

„Referenzpreis der Währungsumrechnung“:
#######

„Zentrale Wertpapiersammelbank“:
#######

„Clearinggebiet der zentralen Wertpapiersammelbank“:
#######

„Weitere Wertpapiersammelbanken“:
#######

„Auszahlungswährung":
#######

„Website des Emittenten“:
#######

[*andere Definition bzw. Begriffsbestimmung*: ###]

Bei Turbo Optionsscheinen mit Knock-Out einfügen:

Nr. 2a
Knock-Out

(1) [Falls der Beobachtungskurs des Basiswertes (Nr. #), ausgedrückt in der Referenzwährung, während des Beobachtungszeitraums (Nr. #) innerhalb der Beobachtungsstunden (Nr. #) zu irgendeinem Zeitpunkt (nachfolgend der "**Knock-Out Zeitpunkt**" genannt) der Knock-Out Barriere (Nr. #) des Optionsscheins entspricht oder diese unterschreitet ([Bull][*andere Bezeichnung*: ###]) bzw. entspricht oder diese überschreitet ([Bear][*andere Bezeichnung*: ###]) (das "**Knock-Out Ereignis**"), endet die Laufzeit der Optionsscheine mit dem Knock-Out Zeitpunkt vorzeitig.][*andere Knock-Out Bestimmung*: ###] [Der Auszahlungsbetrag ist in diesem Fall null.][Sofern der Stopp-Loss-Auszahlungsbetrag gemäß Absatz 2 positiv ist, erhält der Optionsscheininhaber den Stopp-Loss-Auszahlungsbetrag.] [Der Emittent wird das Erreichen oder Unterschreiten ([Bull][*andere Bezeichnung*: ###]) bzw. Erreichen oder Überschreiten ([Bear] [*andere Bezeichnung*: ###]) der Knock-Out Barriere unverzüglich gemäß Nr. # bekannt machen.]

(2) Falls die Laufzeit der Optionsscheine durch ein Knock-Out Ereignis vorzeitig endet, wird der Emittent den Optionsscheininhabern einen etwaigen Stopp-Loss-Auszahlungsbetrag zahlen.

[Der "**Stopp-Loss-Auszahlungsbetrag**" ist entweder der Innere Wert bei Stopp-Loss, sofern dieser bereits in der Auszahlungswährung ausgedrückt ist, oder der mit dem Stopp-Loss Wechselkurs in die Auszahlungswährung umgerechnete Innere Wert bei Stopp-Loss.]

[Der "**Innere Wert bei Stopp-Loss**" ist[, vorbehaltlich einer Anpassung des Basispreises, der Knock-Out Barriere, des Bezugsverhältnisses oder der sonstigen Ausstattungsmerkmale der Optionsscheine,] [die in der Referenzwährung ausgedrückte und mit dem Bezugsverhältnis multiplizierte Differenz, um die [der jeweilige Basispreis die jeweilige Knock-Out Barriere überschreitet ([Bull][*andere Bezeichnung*: ###] Optionsscheine) bzw. unterschreitet ([Bear][*andere Bezeichnung*: ###] Optionsscheine)] [der Hedge-Kurs den Basispreis überschreitet ([Mini Long][*andere Bezeichnung*: ###]) bzw. unterschreitet ([Mini Short][*andere Bezeichnung*: ###])]][der auf die nächste kleinste Währungseinheit abgerundete Barwert der in der Referenzwährung ausgedrückten und mit dem Bezugsverhältnis multiplizierten Differenz, um die der Kalkulationskurs den Basispreis überschreitet (im Falle eines [Turbo Stopp-Loss Bull][*andere Bezeichnung*: ###] Optionsscheines) bzw. unterschreitet (im Falle eines [Turbo Stopp-Loss Bear][*andere Bezeichnung*: ###] Optionsscheines)].][*andere Definition von Innerer Wert bei Stopp-Loss*: ###]

["**Kalkulationskurs**" ist der auf der Grundlage des Hedge-Kurses und unter Berücksichtigung der auf einen Kurs per Termin ursprünglicher Verfalltag des Optionsscheines gemäß Nr. # einwirkenden Faktoren (wie z.B. der erwarteten Zahlungsströme des Basiswertes) vom Emittenten festgestellte Kurs des Basiswertes per Termin ursprünglicher Verfalltag des Optionsscheines gemäß Nr. #.][*andere Definition von Kalkulationskurs:* ###]

["**Hedge-Kurs**" ist [der [volumengewichtete] rechnerische Durchschnitt der vom Emittenten erzielten Kurse für die Auflösung der von ihm für die Optionsscheine gehaltenen Hedge-Position [, ausgedrückt in der Auszahlungswährung](nachfolgend „Hedge-Position“ genannt). Der Emittent wird die Hedge-Position innerhalb von maximal [120][###] Minuten nach dem Eintritt des Knock-Out Zeitpunktes auflösen, sofern in diesen Optionsbedingungen nichts Abweichendes bestimmt ist.][ein vom Emittenten nach billigem Ermessen (§ 315 BGB) innerhalb von [120][###] Minuten nach dem Eintritt des Knock-Out Zeitpunktes festgelegter Kurs, der unter Berücksichtigung des rechnerischen Erlöses aus der Auflösung von entsprechenden Absicherungsgeschäften als der marktgerechte Stand des Basiswerts bestimmt wird.][Der Hedge-Kurs entspricht dabei mindestens dem innerhalb von [120][###] Minuten nach Eintritt des Knock-Out Zeitpunktes festgestellten niedrigsten (*genaue Bezeichnung der Optionsscheine*: ###) bzw. höchsten (*genaue Bezeichnung der Optionsscheine*: ###) Kurs des Basiswerts.]][*andere Definition von Hedge-Kurs*: ###]

["**Stopp-Loss Wechselkurs**" ist der vom Emittenten nach billigem Ermessen innerhalb von maximal [120][###] Minuten nach dem Eintritt des Knock-Out Zeitpunktes anstelle des Referenzpreises der Währungsumrechnung festgelegte Wechselkurs.][*andere Definition von Stopp-Loss Wechselkurs*: ###]

Sollte der Knock-Out Zeitpunkt weniger als [120][###] Minuten vor dem Ende der üblichen Handelszeit an de[r][n] maßgeblichen Börse[n] eintreten, verlängert sich der nach dem vorstehenden Absatz zur Verfügung stehende Zeitraum für die [Auflösung der Hedge-Position][Bestimmung des Hedge-Kurses][bzw. die Festlegung des Stopp-Loss Wechselkurses] ab Beginn der nächstfolgenden Börsensitzung entsprechend.

Sollte es während des dem Emittenten zur [Auflösung der Hedge-Position][Bestimmung des Hedge-Kurses][bzw. Festlegung des Stopp-Loss Wechselkurses] zur Verfügung stehenden Zeitraumes zu Marktstörungen im Sinne von Nr. # kommen und der Emittent bei Eintritt der Marktstörungen noch nicht [die gesamte Hedge-Position aufgelöst haben][den Hedge-Kurs [bzw. den Stopp-Loss Wechselkurses]bestimmt haben], verlängert sich der für die [Auflösung der Hedge-Position][Bestimmung des Hedge-Kurses] [bzw. die Festlegung des Stopp-Loss Wechselkurses] zur Verfügung stehende Zeitraum um die Dauer der Marktstörungen. Der Emittent bleibt auch während des Vorliegens von Marktstörungen zur [Auflösung der Hedge-Position][Bestimmung des Hedge-Kurses][bzw. zur Festlegung des Stopp-Loss Wechselkurses] berechtigt.

Sollten die Marktstörungen im Sinne von Nr. # bis zum Ende des [fünften][#] auf den [ursprünglichen Verfalltag der Optionsscheine][nächsten Einlösungstag der Optionsscheine] folgenden Bankarbeitstag [in Frankfurt am Main][,][am Zusatzort] [und] [am Ort der maßgeblichen Börse][*anderer Ort*: ###] andauern und der Emittent [die Hedge-Position noch nicht vollständig aufgelöst haben][den Hedge-Kurs [bzw. den Stopp-Loss Wechselkurs]noch nicht bestimmt haben], wird [der Hedge-Kurs auf der Grundlage der bisher tatsächlich aufgelösten Hedge-Position berechnet. Von dem daraus errechneten Inneren Wert bei Stopp-Loss wird in diesem Falle nur der auf einen Optionsschein entfallende Anteil gezahlt, der dem Anteil der tatsächlich aufgelösten Hedge-Position an der vom Emittenten für diesen Optionsschein insgesamt gehaltenen Hedge-Position entspricht][der Emittent den Hedge-Kurs [bzw. den Stopp-Loss Wechselkurs]nach billigem Ermessen (§ 315 BGB) unter Berücksichtigung der an diesem Tag herrschenden Marktgegebenheiten bestimmen].

[Der Emittent wird den Barwert auf der Grundlage des von ihm festgestellten Marktzinses für den Zeitraum vom Tag der Feststellung des Hedge-Kurses bis zu dem ursprünglichen Verfalltag des Optionsscheines gemäß Nr. # berechnen.]

[Der Emittent wird die auf den Kalkulationskurs einwirkenden Faktoren ebenso wie die zur Berechnung des Barwertes zu berücksichtigenden Faktoren in Abstimmung mit einem Sachverständigen, voraussichtlich der ebenfalls zum Konzern der

Citigroup Inc. gehörenden Citigroup Global Markets Ltd., London, festlegen.]

Die Zahlung eines etwaigen Stopp-Loss-Auszahlungsbetrages erfolgt entsprechend Nr. #, wobei Zahltag bei Stopp-Loss spätestens der [fünfte][#] auf die Feststellung des [Hedge-Kurses] [Knock-Out Ereignisses] folgende Bankarbeitstag in [Frankfurt am Main][*anderer Ort*: ###] ist.]

[*andere Definition von Stopp-Loss Auszahlungsbetrag*: ###]

Nr. 2b
Anpassungsbetrag

(1) Der jeweilige "**Basispreis**" einer Serie entspricht [am Tag des ersten Angebots dem in Tabelle 1 genannten Wert. Nachfolgend wird der Basispreis an jedem Kalendertag während eines Anpassungszeitraums [mit Wirkung zu ##:## Uhr (Ortszeit Frankfurt am Main)][###] um den für diesen betreffenden Kalendertag von dem Emittenten berechneten Anpassungsbetrag erhöht. Der für jeden Kalendertag innerhalb des jeweiligen Anpassungszeitraums gültige "**Anpassungsbetrag**" einer Serie entspricht dem Ergebnis der Multiplikation des Basispreises, der an dem in diesen Anpassungszeitraum fallenden Anpassungstag gültig ist, mit dem in diesem Anpassungszeitraum anwendbaren Anpassungsprozentsatz, wobei das Ergebnis unter Anwendung der Zinskonvention [act/360][###] auf einen Kalendertag umgerechnet wird. Der sich für jeden Kalendertag ergebende Basispreis wird kaufmännisch auf [zwei][###] Nachkommastellen gerundet, wobei jedoch der Berechnung des jeweils nachfolgenden Basispreises der ungerundete Basispreis des Vortages zu Grunde gelegt wird. Für den ersten Anpassungszeitraum ist der Basispreis am Tag des ersten Angebots für die bevorstehenden Berechnungen maßgeblich.][*andere Basispreisanpassungsbestimmung*: ###]

(2) Die jeweilige "**Knock-Out Barriere**" einer Serie entspricht [für den ersten Anpassungszeitraum dem in Tabelle 1 genannten Wert. Für jeden weiteren Anpassungszeitraum wird die Knock-Out Barriere an dem in diesem Anpassungszeitraum fallenden Anpassungstag vom Emittenten unter Berücksichtigung der jeweils herrschenden Marktgegebenheiten (insbesondere unter Berücksichtigung der Volatilität) nach billigem Ermessen (§315 BGB) festgelegt] [am Tag des ersten Angebots dem in Tabelle 1 genannten Wert. Nachfolgend wird die Knock-Out Barriere an jedem Kalendertag vom Emittenten so festgelegt, dass sie jeweils dem gemäß vorstehendem Absatz angepassten Basispreis entspricht].] [Zusätzlich ist der Emittent berechtigt an Tagen, an denen nach Feststellung des Emittenten der Basispreis nach Anpassung (Nr. # (#)) der Knock-Out Barriere entsprechen oder diese unter- bzw. überschreiten würde, gleichzeitig mit der Anpassung des Basispreises die Knock-Out Barriere unter Berücksichtigung der jeweils herrschenden Marktgegebenheiten (insbesondere unter Berücksichtigung der Volatilität) nach billigem Ermessen (§315 BGB) anzupassen.] [*andere Knock-Out Barrierenanpassungsbestimmung: ###*]

(3) Im Falle von Dividendenzahlungen oder Dividendenzahlungen gleichstehender sonstiger Barausschüttungen auf den Basiswert (anwendbar bei Aktien als Basiswert) oder auf die im Basiswert berücksichtigten Aktien (anwendbar bei Kursindizes als Basiswert) wird der jeweils geltende Basispreis und gegebenenfalls die Knock-Out Barriere gemäß Nr. # (Anpassung auf Grund von Dividendenzahlungen) angepasst.

Regelungen für Indizes als Basiswert:

Nr. 3
Basiswert

(1) Der "**Basiswert**" entspricht dem in der Tabelle 2 als Basiswert angegebenen Index.

(2) [Der "**Referenzpreis**" des Basiswerts entspricht [dem in der Tabelle 2 als Referenzpreis des Basiswertes angegebenen Kurs][dem offiziellen Schlusskurs des Index][, wie er an Handelstagen von dem in der Tabelle 2 angegebenen Maßgeblichen Indexberechner (der "**Maßgebliche Indexberechner**") berechnet und veröffentlicht wird]. Der "**Beobachtungskurs**" des Basiswerts entspricht [den vom Maßgeblichen Indexberechner an Handelstagen für den Index fortlaufend berechneten und veröffentlichten Kursen[(unter Ausschluss der auf Grundlage der untertätigen Mittagsauktion oder einer anderen untertägigen Auktion berechneten Kurse).][Bei DAX/X-DAX als Basiswert entspricht der Beobachtungskurs des Basiswerts den vom Maßgeblichen Indexberechner an Handelstagen für den Basiswert fortlaufend berechneten und veröffentlichten Kursen (i) des DAX® Performance Index (ISIN DE0008469008) oder (ii) des X-DAX® (ISIN DE000A0C4CA0) (unter Ausschluss (a) von Kursen, die auf Grundlage der untertägigen Mittagsauktion oder einer anderen untertägigen Auktion berechnet werden und (b) von Kursen, denen nach Einschätzung des Emittenten keine effektiv getätigten börslichen Handelsgeschäfte zu Grunde liegen).] ["**Beobachtungsstunden**" sind [die Handelsstunden].[Bei DAX/X-DAX als Basiswert sind Beobachtungsstunden die Stunden, während denen der Maßgebliche Indexberechner üblicherweise Kurse für (i) den DAX® Performance Index (ISIN DE0008469008) oder (ii) den X-DAX® (ISIN DE000A0C4CA0) berechnet und veröffentlicht.] "**Handelstage**" sind Tage, [an denen der Index vom Maßgeblichen Indexberechner üblicherweise berechnet und veröffentlicht wird]. "**Handelsstunden**" sind Stunden, [während denen vom Maßgeblichen Indexberechner an Handelstagen üblicherweise Kurse für den Index berechnet und veröffentlicht werden].] [*andere Referenzpreis- / Maßgeblicher Indexberechner- / Beobachtungskurs- / Beobachtungsstunden- / Handelstage- / Handelsstundenbestimmung*: ###]

Nr. 4 Anpassungen

[(1) Der Basispreis[, die Knock-Out Barriere] bzw. das Bezugsverhältnis sowie die sonstigen für die Berechnung des Auszahlungsbetrages maßgeblichen Ausstattungsmerkmale der Optionsscheine unterliegen der Anpassung gemäß den nachfolgenden Bestimmungen (nachfolgend „**Anpassungen**“).]
[(2) Künftige Fortschreibungen in der Berechnung des Basiswertes seitens des Maßgeblichen Indexberechners, insbesondere Änderungen in der Zusammensetzung und Gewichtung der im Basiswert berücksichtigten Aktien, Anpassungen der Kurse aufgrund marktunabhängiger Kursveränderungen (z.B. infolge von Kapitalveränderungen oder Dividendenzahlungen) und sonstige systembedingte Bereinigungen führen, soweit nicht die Voraussetzungen der nachfolgenden Absätze vorliegen, zu keiner Änderung des Basispreises[, der Knock-Out Barriere], des Bezugsverhältnisses oder sonstiger für die Berechnung des Auszahlungsbetrages maßgeblicher Ausstattungsmerkmale der Optionsscheine.]

[(3) Eine Anpassung wird nur vorgenommen, wenn aufgrund einer Änderung des angewandten Berechnungsmodus die Berechnung des Basiswertes durch den Maßgeblichen Indexberechner am (Finalen) Bewertungstag nicht mehr mit der Berechnung am Tag des ersten Angebotes übereinstimmt. Dies ist insbesondere dann der Fall, wenn eine Neuberechnung des Basiswertes nach dem neuen Berechnungsmodus für den ersten Tag des Angebotes einen Wert ergeben würde, der von dem tatsächlich an diesem Tag festgestellten Wert abweicht, obwohl der Neuberechnung die am ersten Tag des Angebotes festgestellten Aktienkurse zugrunde gelegt und die Aktien wie am ersten Tag des Angebotes gewichtet wurden.]

[(4) Wird der Index zu irgendeiner Zeit durch den Maßgeblichen Indexberechner aufgehoben oder sollte die Anpassungsstelle zu dem Ergebnis gelangen, dass durch eine Anpassung keine wirtschaftlich sachgerechte Anpassung an die eingetretenen Änderungen möglich ist, wird der Emittent die Optionsscheine gemäß Nr. # kündigen.]

[(5) Wird der Index durch einen anderen Index ersetzt, wird der Emittent die Optionsscheine entweder gemäß Nr. # kündigen oder den anderen Index als Basiswert, welcher künftig für das Optionsrecht zugrunde zu legen ist (der "**Nachfolgeindex**"), sowie den Zeitpunkt seiner erstmaligen Anwendung festlegen. Jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Index gilt dann, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.]

[(6) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Handelstage und Handelsstunden berechtigen die Anpassungsstelle, das Optionsrecht nach billigem Ermessen entsprechend anzupassen. Die Anpassungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist.]

[(7) Werden der Referenzpreis oder andere nach diesen Optionsscheinbedingungen für den Basiswert maßgebliche Kurse nicht mehr vom Maßgeblichen Indexberechner, sondern von einer anderen Person, Gesellschaft oder Institution, die der Emittent nach billigem Ermessen (§ 315 BGB) für geeignet hält (der "**Neue Maßgebliche Indexberechner**") berechnet und veröffentlicht, so wird, sofern der Emittent die Optionsscheine nicht vorzeitig gemäß Nr. # kündigt, der Auszahlungsbetrag auf der Grundlage der von dem Neuen Maßgeblichen Indexberechner berechneten und veröffentlichten entsprechenden Kurse für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Maßgeblichen Indexberechner, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Neuen Maßgeblichen Indexberechner.]

[(8) Die Berechnung der Anpassungen wird durch die Anpassungsstelle vorgenommen. Die „**Anpassungsstelle**“ ist ein Sachverständiger, der von dem Emittenten nach billigem Ermessen unverzüglich nach Eintreten eines Ereignisses, das eine Anpassung erfordert, benannt und unverzüglich mit der Berechnung der Anpassungen für die Optionsscheine beauftragt wird. Die Anpassungen sind durch die Anpassungsstelle so vorzunehmen, dass die wirtschaftliche Stellung der Optionsscheininhaber trotz der vorgenommen Änderungen gemäß den vorstehenden Absätzen möglichst weitgehend unverändert bleibt. Die in den vorgenannten Absätzen erwähnten Entscheidungen der Anpassungsstelle sind abschließend und verbindlich, es sei denn, es liegt ein offensichtlicher Irrtum vor. Der Emittent wird die von der Anpassungsstelle festgelegten Anpassungen und den Zeitpunkt des Wirksamwerdens der Anpassungen gemäß Nr. # bekannt machen.]

[(#) *andere Anpassungsbestimmungen*: ###]

Nr. 5
Marktstörungen

(1) [Wenn nach Auffassung des Emittenten an dem (Finalen) Bewertungstag eine Marktstörung gemäß Absatz (2) vorliegt, dann wird der (Finale) Bewertungstag auf den nächstfolgenden Tag, der die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllt, und an dem keine Marktstörung mehr vorliegt verschoben. Der Emittent wird sich bemühen, den Optionsscheininhabern unverzüglich gemäß Nr. # bekannt zu machen, dass eine Marktstörung eingetreten ist. Eine Pflicht zur Bekanntmachung besteht jedoch nicht. Wenn der (Finale) Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [5][#] hintereinander liegende Tage, die die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllen, verschoben worden ist und auch an diesem Tag die Marktstörung fortbesteht, dann gilt dieser Tag als der (Finale) Bewertungstag, wobei der Emittent den

Auszahlungsbetrag nach billigem Ermessen (§ 315 BGB) unter Berücksichtigung der an einem solchen angenommenen (Finalen) Bewertungstag herrschenden Marktgegebenheiten bestimmen wird.][*andere Marktstörungsbestimmung*: ###]

(2) "**Marktstörung**" bedeutet

[(i) die Suspendierung oder Einschränkung des Handels an den Börsen oder Märkten, an denen die dem Index zugrunde liegenden Werte notiert bzw. gehandelt werden, allgemein oder

(ii) die Suspendierung oder Einschränkung des Handels (einschließlich des Leihemarktes) einzelner dem Index zugrunde liegender Werte an den jeweiligen Börsen oder Märkten, an denen diese Werte notiert bzw. gehandelt werden, oder in einem Termin- oder Optionskontrakt in Bezug auf den Index an einer Terminbörse, an der Termin- oder Optionskontrakte bezogen auf den Index gehandelt werden (die "**Terminbörse**");

(iii) die Einstellung oder Störung der Berechnung des Index aufgrund einer Entscheidung des Maßgeblichen Indexberechners.

Eine Änderung der Handelstage oder Handelsstunden, an denen der Index berechnet wird, begründet keine Marktstörung, vorausgesetzt, dass die Änderung aufgrund einer zuvor angekündigten Änderung der Indexberechnungsregeln durch den Maßgeblichen Indexberechner erfolgt.][*andere Marktstörungsbestimmung*: ###]

Regelungen für Aktien bzw. aktienvertretende Wertpapiere als Basiswert:

Nr. 3
Basiswert

(1) Der „**Basiswert**“ entspricht der in der Tabelle 2 als Basiswert angegebenen Aktie bzw. aktienvertretenden Wertpapier der in der Tabelle 2 angegebenen Gesellschaft (die "**Gesellschaft**").

(2) [Der "**Referenzpreis**" des Basiswerts entspricht [dem in der Tabelle 2 als Referenzpreis des Basiswertes angegebenen Kurs][dem offiziellen Schlusskurs des Basiswerts][, wie er an Handelstagen an der in der Tabelle 2 angegebenen Maßgeblichen Börse (die "**Maßgebliche Börse**") berechnet und veröffentlicht wird]. Der "**Beobachtungskurs**" des Basiswerts entspricht [den an der Maßgeblichen Börse an Handelstagen für den Basiswert fortlaufend berechneten und veröffentlichten Kursen]. "**Beobachtungsstunden**" sind [die Handelsstunden]. "**Handelstage**" sind Tage, [an denen der Basiswert an der Maßgeblichen Börse üblicherweise gehandelt wird]. "**Handelsstunden**" sind Stunden, [während denen der Basiswert an der Maßgeblichen Börse an Handelstagen üblicherweise gehandelt wird].] [*andere Referenzpreis- / Maßgebliche Börse- / Beobachtungskurs- / Beobachtungsstunden- / Handelstage- / Handelsstundenbestimmung*: ###]

Nr. 4
Anpassungen

[(1) Falls ein Anpassungsereignis gemäß Absatz 2 eintritt, bestimmt die Anpassungsstelle, ob das betreffende Anpassungsereignis einen Verwässerungs-, Konzentrations- oder sonstigen Effekt auf den rechnerischen Wert des Basiswerts hat und nimmt, falls dies der Fall sein sollte, gegebenenfalls eine entsprechende Anpassung der betroffenen Ausstattungsmerkmale der Optionsscheine vor, die nach ihrem billigem Ermessen sachgerecht ist, um dem Verwässerungs-, Konzentrations- oder sonstigen Effekt Rechnung zu tragen und die Optionsscheininhaber wirtschaftlich so weit wie möglich so zu stellen, wie sie vor dem Inkrafttreten des Anpassungsereignisses standen. Die Anpassungen können sich unter anderem auf den Basispreis und das Bezugsverhältnis, andere maßgebliche Barrieren sowie darauf beziehen, dass der Basiswert durch einen Aktienkorb oder andere Vermögenswerte oder im Falle der Verschmelzung durch Aktien der aufnehmenden oder neu gebildeten Gesellschaft in angepasster Zahl ersetzt und gegebenenfalls eine andere Börse als Maßgebliche Börse und/oder eine andere Währung als Referenzwährung bestimmt wird. Die Anpassungsstelle kann (muss jedoch nicht) die Bestimmung dieser sachgerechten Anpassung an der Anpassung ausrichten, die eine Terminbörse, an der zum Zeitpunkt des Anpassungsereignisses Options- oder Terminkontrakte auf den Basiswert gehandelt werden, aus Anlass des betreffenden Anpassungsereignisses bei an dieser Terminbörse gehandelten Options- oder Terminkontrakten auf die jeweilige Aktie vornimmt.]

[(2) "**Anpassungsereignis**" ist:

(a) die Teilung (Aktiensplit), Zusammenlegung (Aktienkonsolidierung) oder Gattungsänderung der jeweiligen Aktien oder die Ausschüttung von Dividenden in Form von Bonus- oder Gratisaktien oder einer vergleichbaren Emission;

(b) die Erhöhung des Kapitals der Gesellschaft durch die Ausgabe neuer Aktien gegen Einlagen unter Einräumung eines unmittelbaren oder mittelbaren Bezugsrechts an ihre Aktionäre (Kapitalerhöhung gegen Einlagen);

(c) die Erhöhung des Kapitals der Gesellschaft aus Gesellschaftsmitteln (Kapitalerhöhung aus Gesellschaftsmitteln);

(d) die Einräumung des Bezugs von Schuldverschreibungen oder sonstigen Wertpapieren mit Options- oder Wandelrechten durch die Gesellschaft an ihre Aktionäre (Emission von Wertpapieren mit Options- oder Wandelrechten);

(e) die Ausschüttung einer Sonderdividende;

(f) die Abspaltung eines Unternehmensteils der Gesellschaft in der Weise, dass ein neues selbständiges Unternehmen entsteht oder der Unternehmensteil von einem dritten Unternehmen aufgenommen wird, wobei den Aktionären der Gesellschaft unentgeltlich Anteile entweder an dem neuen Unternehmen oder an dem aufnehmenden Unternehmen gewährt werden;

(g) die endgültige Einstellung der Notierung des Basiswertes an der Maßgeblichen Börse aufgrund einer Verschmelzung durch Aufnahme oder Neubildung oder aus einem sonstigen Grund;

(h) andere vergleichbare Ereignisse, die einen Verwässerungs-, Konzentrations- oder sonstigen Effekt auf den rechnerischen Wert des Basiswerts haben können.]

[(3) Auf aktienvertretende Wertpapiere als Basiswert (wie z.B. ADR, ADS, GDR) sind die in den vorstehenden Absätzen beschriebenen Regeln entsprechend anzuwenden.]

[(4) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Handelstage und Handelsstunden berechtigen die Anpassungsstelle, das Optionsrecht nach billigem Ermessen entsprechend anzupassen. Die Anpassungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist.]

[(5) Im Falle der endgültigen Einstellung der Notierung des Basiswertes an der Maßgeblichen Börse, in welchem Fall eine Notierung jedoch an einer anderen Börse oder einem anderen Markt besteht, die oder den der Emittent nach billigem Ermessen (§ 315 BGB) für geeignet hält (die "Neue Maßgebliche Börse"), wird, sofern der Emittent die Optionsscheine nicht vorzeitig gemäß Nr. # kündigt, der Auszahlungsbetrag auf der Grundlage der an der Neuen Maßgeblichen Börse berechneten und veröffentlichten entsprechenden Kurse für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf die Maßgebliche Börse, sofern es der Zusammenhang erlaubt, als Bezugnahme auf die Neue Maßgebliche Börse.]

[(6) Im Falle der Einleitung einer/s freiwilligen oder zwangsweisen Liquidation, Konkurses, Insolvenz, Abwicklung, Auflösung oder eines vergleichbaren die Gesellschaft betreffenden Verfahrens oder im Falle eines Vorganges, durch den alle Aktien der Gesellschaft oder alle oder im Wesentlichen alle Vermögenswerte der Gesellschaft verstaatlicht oder enteignet werden oder sonst auf staatliche Stellen, Behörden oder Einrichtungen übertragen werden müssen oder sollte der Emittent nach Eintritt eines sonstigen Ereignisses zu dem Ergebnis gelangen, dass durch eine Anpassung keine wirtschaftlich sachgerechte Anpassung an die eingetretenen Änderungen möglich ist, wird der Emittent die Optionsscheine gemäß Nr. # kündigen.]

[(7) Die Berechnung der Anpassungen wird durch die Anpassungsstelle vorgenommen. Die „**Anpassungsstelle**“ ist ein Sachverständiger, der von dem Emittenten nach billigem Ermessen unverzüglich nach Eintreten eines Ereignisses, das eine Anpassung erfordert, benannt und unverzüglich mit der Berechnung der Anpassungen für die Optionsscheine beauftragt wird. Die in den vorgenannten Absätzen erwähnten Entscheidungen der Anpassungsstelle sind abschließend und verbindlich, es sei denn, es liegt ein offensichtlicher Irrtum vor. Der Emittent wird die von der Anpassungsstelle festgelegten

Anpassungen und den Zeitpunkt des Wirksamwerdens der Anpassungen gemäß Nr. # bekannt machen.]

[(#) *andere Anpassungsbestimmungen*: ###]

Nr. 5
Marktstörungen

(1) [Wenn nach Auffassung des Emittenten an dem (Finalen) Bewertungstag eine Marktstörung gemäß Absatz (2) vorliegt, dann wird der (Finale) Bewertungstag auf den nächstfolgenden Tag, der die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllt, und an dem keine Marktstörung mehr vorliegt verschoben. Der Emittent wird sich bemühen, den Optionsscheininhabern unverzüglich gemäß Nr. # bekannt zu machen, dass eine Marktstörung eingetreten ist. Eine Pflicht zur Bekanntmachung besteht jedoch nicht. Wenn der (Finale) Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [5][#] hintereinander liegende Tage, die die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllen, verschoben worden ist und auch an diesem Tag die Marktstörung fortbesteht, dann gilt dieser Tag als der (Finale) Bewertungstag, wobei der Emittent den Auszahlungsbetrag nach billigem Ermessen (§ 315 BGB) unter Berücksichtigung der an einem solchen angenommenen (Finalen) Bewertungstag herrschenden Marktgegebenheiten bestimmen wird.][*andere Marktstörungsbestimmung*: ###]

(2) "**Marktstörung**" bedeutet

[(i) die Suspendierung oder Einschränkung des Handels in dem Basiswert an der Maßgeblichen Börse, oder

(ii) die Suspendierung oder Einschränkung des Handels (einschließlich des Leihemarktes) in einem Termin- oder Optionskontrakt in Bezug auf den Basiswert an einer Terminbörse, an der Termin- oder Optionskontrakte bezogen auf den Basiswert gehandelt werden (die "**Terminbörse**");

soweit eine solche Suspendierung oder Einschränkung in der letzten halben Stunde vor der üblicherweise zu erfolgenden Berechnung des Schlusskurses des Basiswertes eintritt bzw. besteht und nach Auffassung des Emittenten wesentlich ist. Eine Änderung der Handelstage oder Handelsstunden, an denen der Basiswert gehandelt wird, begründet keine Marktstörung, vorausgesetzt, dass die Änderung aufgrund einer zuvor angekündigten Änderung der Handelsregularien durch die Maßgebliche Börse erfolgt.][*andere Marktstörungsbestimmung*: ###]

Regelungen für Wechselkurse als Basiswert:

Nr. 3
Basiswert

(1) Der „**Basiswert**“ entspricht dem in der Tabelle 2 als Basiswert angegebenen Wechselkurs-Währungspaar.

(2) [Der "**Referenzpreis**" des Basiswerts entspricht [dem in der Preiswährung ausgedrückten und in der Tabelle 2 angegebenen Referenzpreis für eine Einheit der Handelswährung, wie er an dem in der Tabelle 2 angegebenen Referenzmarkt (der "**Referenzmarkt**") festgestellt wird [und auf der in der Tabelle 2 angegebenen Bildschirmseite des angegebenen Wirtschaftsinformationsdienstes für den Referenzpreis (die "**Bildschirmseite**") oder einer diese ersetzenden Seite angezeigt wird. Sollte die Bildschirmseite an dem angegebenen Tag nicht zur Verfügung stehen oder wird der Referenzpreis nicht angezeigt, entspricht der Referenzpreis dem Referenzpreis, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Referenzpreis nicht mehr in einer der vorgenannten Arten angezeigt werden, ist der Emittent berechtigt, als Referenzpreis einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Referenzpreis festzulegen]. Der "**Beobachtungskurs**" des Basiswerts entspricht den von dem Emittenten nach billigem Ermessen festgestellten, auf dem Referenzmarkt angebotenen und auf der für den Beobachtungskurs maßgeblichen Bildschirmseite fortlaufend veröffentlichten [Mittelkursen (arithmetisches Mittel zwischen den jeweils quotierten An- und Verkaufspreispaaren)][Ankaufspreisen][Verkaufspreisen] für den Basiswert. "**Beobachtungsstunden**" sind [die Handelsstunden]. "**Handelstage**" sind Tage, [an denen Kurse für den Basiswert auf dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden]. "**Handelsstunden**" sind Stunden, [während denen Kurse für den Basiswert auf dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden].] [*andere Referenzpreis- / Referenzmarkt- / Beobachtungskurs- / Beobachtungsstunden- / Handelstage- / Handelsstundenbestimmung*: ###]

Nr. 4
Anpassungen

[(1) Soweit der Basiswert sich aufgrund von Bedingungen des Referenzmarktes oder eines Dritten oder aufgrund von im folgenden Absatz aufgeführten Umständen geändert hat, hat die Anpassungsstelle das Recht, die Ausstattungsmerkmale der Optionsscheine anzupassen.]

[(2) Soweit eine der Währungen (Preis- oder Handelswährung) des Basiswerts in ihrer Funktion als gesetzliches Zahlungsmittel innerhalb eines Landes oder eines Währungsraums aufgrund irgendwelcher Maßnahmen oder Sanktionen einer Regierungs- oder Aufsichtsbehörde eines solchen Landes oder eines solchen Währungsgebietes durch eine andere Währung ersetzt wurde, hat die Anpassungsstelle das Recht, diese Optionsscheinbedingungen in der Weise anzupassen, dass sämtliche Verweise auf die betreffende Währung als Verweis auf die ersetzende Währung gilt, wobei Beträge, die in der ersetzten Währung ausgewiesen sind, in die ersetzende Währung zum offiziellen Umrechnungskurs vom Tag einer solchen Ersetzung umgerechnet werden.]

[(3) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Handelstage und Handelsstunden berechtigen die Anpassungsstelle, die Ausstattungsmerkmale der Optionsscheine nach billigem Ermessen entsprechend anzupassen. Die Anpassungsstelle bestimmt unter

Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist.]

[(4) Wird der Referenzpreis oder andere nach diesen Optionsscheinbedingungen für den Basiswert maßgebliche Kurse nicht mehr am Referenzmarkt, sondern von einer anderen Person, Gesellschaft oder Institution, die der Emittent nach billigem Ermessen (§ 315 BGB) für geeignet hält (der "**Neue Referenzmarkt**") berechnet und veröffentlicht, so wird der Auszahlungsbetrag auf der Grundlage der an dem Neuen Referenzmarkt berechneten und veröffentlichten entsprechenden Kurse für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Neuen Referenzmarkt.]

[(5) Die Berechnung der Anpassungen wird durch die Anpassungsstelle vorgenommen. Die „**Anpassungsstelle**“ ist ein Sachverständiger, der von dem Emittenten nach billigem Ermessen unverzüglich nach Eintreten eines Ereignisses, das eine Anpassung erfordert, benannt und unverzüglich mit der Berechnung der Anpassungen für die Optionsscheine beauftragt wird. Die Anpassungen sind durch die Anpassungsstelle so vorzunehmen, dass die wirtschaftliche Stellung der Optionsscheininhaber trotz der vorgenommen Änderungen gemäß den vorstehenden Absätzen möglichst weitgehend unverändert bleibt. Die in den vorgenannten Absätzen erwähnten Entscheidungen der Anpassungsstelle sind abschließend und verbindlich, es sei denn, es liegt ein offensichtlicher Irrtum vor. Der Emittent wird die von der Anpassungsstelle festgelegten Anpassungen und den Zeitpunkt des Wirksamwerdens der Anpassungen gemäß Nr. # bekannt machen.]

[(#) *andere Anpassungsbestimmungen*: ###]

Nr. 5
Marktstörungen

(1) [Wenn nach Auffassung des Emittenten an dem (Finalen) Bewertungstag eine Marktstörung gemäß Absatz (2) vorliegt, dann wird der (Finale) Bewertungstag auf den nächstfolgenden Tag, der die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllt, und an dem keine Marktstörung mehr vorliegt verschoben. Der Emittent wird sich bemühen, den Optionsscheininhabern unverzüglich gemäß Nr. # bekannt zumachen, dass eine Marktstörung eingetreten ist. Eine Pflicht zur Bekanntmachung besteht jedoch nicht. Wenn der (Finale) Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [5][#] hintereinander liegende Tage, die die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllen, verschoben worden ist und auch an diesem Tag die Marktstörung fortbesteht, dann gilt dieser Tag als der (Finale) Bewertungstag, wobei der Emittent den Auszahlungsbetrag nach billigem Ermessen (§ 315 BGB) unter Berücksichtigung der an einem solchen angenommenen (Finalen) Bewertungstag herrschenden Marktgegebenheiten bestimmen wird.][*andere Marktstörungsbestimmung*: ###]

(2) "**Marktstörung**" bedeutet

[(i) die Suspendierung oder Einschränkung des Devisenhandels in mindestens einer der Währungen des Wechselkurs-Währungspaares (eingeschlossen Options- oder Terminkontrakte) bzw. die Einschränkung der Konvertierbarkeit der Währungen des Wechselkurs-Währungspaares bzw. die wirtschaftliche Unmöglichkeit einen Wechselkurs für selbige zu erhalten,

(ii) andere als die vorstehend bezeichneten Ereignisse, die jedoch in ihren Auswirkungen den genannten Ereignissen wirtschaftlich vergleichbar sind, sofern die vorstehend benannten Ereignisse nach Auffassung des Emittenten wesentlich sind.][*andere Marktstörungsbestimmung*: ###]

Regelungen für Rohstoffe als Basiswert:

Nr. 3
Basiswert

(1) Der „**Basiswert**“ entspricht dem in der Tabelle 2 als Basiswert angegebenen Rohstoff.

(2) [Der "**Referenzpreis**" des Basiswerts entspricht dem in der Tabelle 2 angegebenen Referenzpreis des Basiswerts, wie er an dem in der Tabelle 2 angegebenen Referenzmarkt (der "**Referenzmarkt**") festgestellt wird [und auf der in der Tabelle 2 angegebenen Bildschirmseite des angegebenen Wirtschaftsinformationsdienstes für den Referenzpreis (die "**Bildschirmseite**") oder einer diese ersetzenden Seite angezeigt wird. Sollte die Bildschirmseite an dem angegebenen Tag nicht zur Verfügung stehen oder wird der Referenzpreis nicht angezeigt, entspricht der Referenzpreis dem Referenzpreis, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Referenzpreis nicht mehr in einer der vorgenannten Arten angezeigt werden, ist der Emittent berechtigt, als Referenzpreis einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Referenzpreis festzulegen]. Der "**Beobachtungskurs**" des Basiswerts entspricht den von dem Emittenten nach billigem Ermessen festgestellten, auf dem Referenzmarkt angebotenen und auf der für den Beobachtungskurs maßgeblichen Bildschirmseite fortlaufend veröffentlichten [Mittelkursen (arithmetisches Mittel zwischen den jeweils quotierten An- und Verkaufspreispaaren)][Ankaufspreisen][Verkaufspreisen] für den Basiswert. "**Beobachtungsstunden**" sind [die Handelsstunden]. "Handelstage" sind Tage, [an denen Kurse für den Basiswert auf dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden]. "**Handelsstunden**" sind Stunden, [während denen Kurse für den Basiswert auf dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden].] [*andere Referenzpreis- / Referenzmarkt- / Beobachtungskurs- / Beobachtungsstunden- / Handelstage- / Handelsstundenbestimmung*: ###]

Nr. 4
Anpassungen

[(1) Soweit der Basiswert sich aufgrund von Bedingungen des Referenzmarktes oder eines Dritten oder aufgrund von im folgenden Absatz aufgeführten Umständen geändert hat, hat die Anpassungsstelle das Recht, die Ausstattungsmerkmale der Optionsscheine anzupassen.]

[(2) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Handelstage und Handelsstunden berechtigen die Anpassungsstelle, die Ausstattungsmerkmale der Optionsscheine nach billigem Ermessen entsprechend anzupassen. Die Anpassungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist.]

[(3) Wird der Referenzpreis oder andere nach diesen Optionsscheinbedingungen für den Basiswert maßgebliche Kurse nicht mehr am Referenzmarkt, sondern von einer anderen Person, Gesellschaft oder Institution, die der Emittent nach billigem Ermessen (§ 315 BGB) für geeignet hält (der "**Neue Referenzmarkt**") berechnet und veröffentlicht, so wird der

Auszahlungsbetrag auf der Grundlage der an dem Neuen Referenzmarkt berechneten und veröffentlichten entsprechenden Kurse für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Neuen Referenzmarkt.]

[(4) Die Berechnung der Anpassungen wird durch die Anpassungs-stelle vorgenommen. Die „**Anpassungsstelle**" ist ein Sachverständiger, der von dem Emittenten nach billigem Ermessen unverzüglich nach Eintreten eines Ereignisses, das eine Anpassung erfordert, benannt und unverzüglich mit der Berechnung der Anpassungen für die Optionsscheine beauftragt wird. Die Anpassungen sind durch die Anpassungsstelle so vorzunehmen, dass die wirtschaftliche Stellung der Optionsschein-inhaber trotz der vorgenommen Änderungen gemäß den vorstehenden Absätzen möglichst weitgehend unverändert bleibt. Die in den vorgenannten Absätzen erwähnten Entscheidungen der Anpassungsstelle sind abschließend und verbindlich, es sei denn, es liegt ein offensichtlicher Irrtum vor. Der Emittent wird die von der Anpassungsstelle festgelegten Anpassungen und den Zeitpunkt des Wirksamwerdens der Anpassungen gemäß Nr. # bekannt machen.]

[(#) *andere Anpassungsbestimmungen*: #]

Nr. 5
Marktstörungen

(1) [Wenn nach Auffassung des Emittenten an dem (Finalen) Bewertungstag eine Marktstörung gemäß Absatz (2) vorliegt, dann wird der (Finale) Bewertungstag auf den nächstfolgenden Tag, der die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllt, und an dem keine Marktstörung mehr vorliegt verschoben. Der Emittent wird sich bemühen, den Optionsscheininhabern unverzüglich gemäß Nr. # bekannt zu machen, dass eine Marktstörung eingetreten ist. Eine Pflicht zur Bekanntmachung besteht jedoch nicht. Wenn der (Finale) Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [5][#] hintereinander liegende Tage, die die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllen, verschoben worden ist und auch an diesem Tag die Marktstörung fortbesteht, dann gilt dieser Tag als der (Finale) Bewertungstag, wobei der Emittent den Auszahlungsbetrag nach billigem Ermessen (§ 315 BGB) unter Berücksichtigung der an einem solchen angenommenen (Finalen) Bewertungstag herrschenden Marktgegebenheiten bestimmen wird.][*andere Marktstörungsbestimmung*: ###]

(2) "**Marktstörung**" bedeutet

[(i) die Suspendierung oder Einschränkung des Handels oder der Preisfeststellung des Basiswerts an dem Referenzmarkt, oder

(ii) die Suspendierung oder Einschränkung des Handels in einem Options- oder Terminkontrakt bezogen auf den Basiswert an einer Terminbörse, an der Termin- oder Optionskontrakte bezogen auf den Basiswert gehandelt werden (die "**Terminbörse**");

Eine Einschränkung der Handelszeit oder der Handelstage an dem Referenzmarkt gilt nicht als Marktstörung, wenn sie auf einer zuvor angekündigten Änderung beruhen][*andere Marktstörungs-bestimmung*: ###]

Regelungen für Futures-Kontrakte als Basiswert:

Nr. 3
Basiswert

(1) Der „**Basiswert**“ [entspricht dem in der Tabelle 2 als Basiswert angegebenen Futures-Kontrakt [mit dem in der Tabelle 2 angegebenen Anfänglichen Verfalltermin (der "**Anfängliche Verfalltermin**")]][am Tag des ersten Angebotes entspricht dem in der Tabelle 2 als Basiswert angegebenen Futures-Kontrakt mit dem auf den Tag des ersten Angebotes zeitlich nächstfolgenden der in der Tabelle 2 definierten Maßgeblichen Verfallsmonate in Bezug auf den ein Rolltag (Nr. # (#)) am Tag des ersten Angebotes noch nicht eingetreten ist].

(2) [Der "**Referenzpreis**" des Basiswerts entspricht dem in der Tabelle 2 angegebenen Referenzpreis des Basiswerts, wie er an der in der Tabelle 2 angegebenen Maßgeblichen Börse (die "**Maßgebliche Börse**") festgestellt wird. Der "**Beobachtungskurs**" des Basiswerts entspricht [den an der Maßgeblichen Börse an Handelstagen für den Basiswert fortlaufend berechneten und veröffentlichten Kursen]. "**Beobachtungsstunden**" [sind die Handelsstunden][ist der Zeitraum zwischen [08:00][#] Uhr und [19:00][#] Uhr (jeweils Ortszeit [London][*anderer Ort*: ###]). "**Handelstage**" sind Tage, [an denen der Basiswert an der Maßgeblichen Börse üblicherweise gehandelt wird]. "**Handelsstunden**" sind Stunden, [während denen an der Maßgeblichen Börse an Handelstagen der Basiswert üblicherweise gehandelt wird].] [*andere Referenzpreis- / Maßgebliche Börse- / Beobachtungskurs- / Beobachtungsstunden- / Handelstage- / Handelsstundenbestimmung*: ###]

[(3) Der Futures-Kontrakt wird jeweils [Zeitpunkt der Ersetzung: ###] mit Wirkung zum Beginn des [Zeitpunkt des Wirksamwerdens der Ersetzung: ###] durch einen Futures-Kontrakt mit den gleichen Kontraktspezifikationen ersetzt, wobei der Verfalltermin des neuen maßgeblichen Futures-Kontraktes [Spezifikation des Verfallstermins: ###] entspricht. Der Basispreis wird jeweils [Zeitpunkt der Anpassung: ###] mit Wirkung zum Beginn des [Zeitpunkt des Wirksamwerdens der Anpassung: ###] angepasst. Die Anpassung erfolgt derart, dass sich der bisherige maßgebliche Basispreis um die absolute Differenz ermäßigt (bzw. erhöht), um die der für den letzten Handelstag festgestellte Abrechnungskurs des bisher maßgeblichen Futures-Kontraktes den Abrechnungskurs des nunmehr maßgeblichen Futures-Kontraktes überschreitet (bzw. unterschreitet).][*andere Rolloverbestimmung*: ###]

Nr. 4
Anpassungen

[(1) Wenn während der Laufzeit der Optionsscheine das dem Futures-Kontrakt zugrunde liegende Konzept so grundlegend verändert wird, dass nach Auffassung der Anpassungsstelle eine Vergleichbarkeit mit dem bisherigen Konzept nicht mehr gegeben ist, oder der Handel mit den Futures-Kontrakten an der maßgeblichen Börse endgültig eingestellt wird, wird die Anpassungsstelle vom Tage des Eintritts der Änderungen an für jeden Geschäftstag der Maßgeblichen Börse einen fiktiven täglichen Abrechnungspreis festlegen. Diese Festlegung erfolgt auf der Grundlage des Berechnungsverfahrens, das derzeit zur Bestimmung des theoretischen Kontraktwertes (fair value) des Futures-Kontraktes angewendet wird. Im Falle der Festlegung eines fiktiven täglichen Abrechnungspreises gilt dieser als täglicher Abrechnungspreis im Sinne dieser Optionsbedingungen.]

[(2) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Handelstage und Handelsstunden berechtigen die Anpassungsstelle, das Optionsrecht nach billigem Ermessen (§ 315 BGB) entsprechend anzupassen. Die Anpassungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist.]

[(3) Im Falle der endgültigen Einstellung der Notierung des Basiswertes an der Maßgeblichen Börse, in welchem Fall eine Notierung jedoch an einer anderen Börse oder einem anderen Markt besteht, die oder den der Emittent nach billigem Ermessen (§ 315 BGB) für geeignet hält (die "**Neue Maßgebliche Börse**"), wird, sofern der Emittent die Optionsscheine nicht vorzeitig gemäß Nr. # kündigt, der Auszahlungsbetrag auf der Grundlage der an der Neuen Maßgeblichen Börse berechneten und veröffentlichten entsprechenden Kurse für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf die Maßgebliche Börse, sofern es der Zusammenhang erlaubt, als Bezugnahme auf die Neue Maßgebliche Börse.]

[(4) Sollte die Anpassungsstelle feststellen, dass eine Weiterberechnung des Wertes des Basiswerts gemäß Absatz 1 nicht möglich ist, oder, dass aus sonstigen Gründen nach einer Änderung der Bedingungen oder der Handelbarkeit des Basiswerts keine wirtschaftlich sachgerechte Anpassung an die eingetretenen Änderungen möglich ist, wird der Emittent die Optionsscheine gemäß Nr. # kündigen.]

[(5) Die Berechnung der Anpassungen wird durch die Anpassungsstelle vorgenommen. Die „**Anpassungsstelle**" ist ein Sachverständiger, der von dem Emittenten nach billigem Ermessen unverzüglich nach Eintreten eines Ereignisses, das eine Anpassung erfordert, benannt und unverzüglich mit der Berechnung der Anpassungen für die Optionsscheine beauftragt wird. Die Anpassungen sind durch die Anpassungsstelle so vorzunehmen, dass die wirtschaftliche Stellung der Optionsscheininhaber trotz der vorgenommen Änderungen gemäß den vorstehenden Absätzen möglichst weitgehend unverändert bleibt. Die in den vorgenannten Absätzen erwähnten Entscheidungen der Anpassungsstelle sind abschließend und verbindlich, es sei denn, es liegt ein offensichtlicher Irrtum vor. Der Emittent wird die von der Anpassungsstelle festgelegten Anpassungen und den Zeitpunkt des Wirksamwerdens der Anpassungen gemäß Nr. # bekannt machen.]

[(#) *andere Anpassungsbestimmungen*: ###]

Nr. 5
Marktstörungen

(1) [Wenn nach Auffassung des Emittenten an dem (Finalen) Bewertungstag eine Marktstörung gemäß Absatz (2) vorliegt, dann wird der (Finale) Bewertungstag auf den nächstfolgenden Tag, der die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllt, und an dem keine Marktstörung mehr vorliegt verschoben. Der Emittent wird sich bemühen, den Optionsscheininhabern unverzüglich gemäß Nr. # bekannt zu machen, dass eine Marktstörung eingetreten ist. Eine Pflicht zur Bekanntmachung besteht jedoch nicht. Wenn der (Finale) Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [5][#] hintereinander liegende Tage, die die Kriterien für einen (Finalen) Bewertungstag gemäß Nr. # erfüllen, verschoben worden ist und auch an diesem Tag die Marktstörung fortbesteht, dann gilt dieser Tag als der (Finale) Bewertungstag, wobei der Emittent den Auszahlungsbetrag nach billigem Ermessen (§ 315 BGB) unter Berücksichtigung der an einem solchen angenommenen (Finalen) Bewertungstag herrschenden Marktgegebenheiten bestimmen wird.][*andere Marktstörungsbestimmung*: ###]

(2) "**Marktstörung**" bedeutet

[(i) die Suspendierung oder Einschränkung des Handels in dem Basiswert an der Maßgeblichen Börse, oder

(ii) die wesentliche Änderung der Methode der Preisfeststellung oder der Handelsbedingungen hinsichtlich des Basiswerts an der Maßgeblichen Börse.

Eine Änderung der Handelstage oder Handelsstunden, an denen der Basiswert gehandelt wird, begründet keine Marktstörung, vorausgesetzt, dass die Änderung aufgrund einer zuvor angekündigten Änderung der Handelsregularien durch die Maßgebliche Börse erfolgt.][*andere Marktstörungsbestimmung*: ###]

Regelungen für Körbe als Basiswert:

Nr. 3
Basiswert

(1) Der „**Basiswert**" entspricht einem Korb bestehend aus den in der Tabelle 2 angegebenen Korbbestandteilen (die "**Korbbestandteile**").

(2) [Der "**Referenzpreis des Basiswerts**" entspricht [der Summe der in Euro ausgedrückten bzw. gemäß Nr. # in Euro umgerechneten und mit dem jeweiligen Gewichtungsfaktor (wie in Tabelle 2 angegeben) multiplizierten Referenzpreise der Korbbestandteile, wie jeweils von dem Emittenten an Korbhandelstagen berechnet][andere Referenzpreisbestimmung: ###] Der "**Beobachtungskurs**" des Basiswerts entspricht [der Summe der in Euro ausgedrückten bzw. gemäß Nr. # in Euro umgerechneten Kurse der Korbbestandteile, wie jeweils von dem Emittenten an Korbhandelstagen während den Korbhandelsstunden fortlaufend berechnet]. "**Beobachtungs-stunden**" sind [die Korbhandelsstunden]. „**Korbhandelstage**" sind [*Bestimmung der Korbhandelstage*: ###] "**Korbhandelsstunden**" sind [*Bestimmung der Korbhandelsstunden*: ###]][*andere Referenzpreis- / Beobachtungskurs- / Beobachtungsstunden- / Korbhandelstage- / Korbhandelsstundenbestimmung*: ###]

[(3) Sollte [hinsichtlich eines Korbbestandteils ein Ereignis eintreten, dass die wirtschaftliche Kontinuität des Kursverlaufs des betreffenden Korbbestandteils beeinflusst bzw. dass gemäß den oben stehenden Bestimmungen hinsichtlich eines Korbbestandesteiles ein eine Anpassung auslösendes Ereignis darstellen würde, ist die Anpassungsstelle berechtigt, den Gewichtungsfaktor des betroffenen Korbbestandteils bzw. andere Ausstattungsmerkmale der Optionsscheine anzupassen.][*andere Anpassungsbestimmung*: ###]

Nr. 4
(*entfällt*)

Nr. 5
(*entfällt*)

Nr. 6
Form der Optionsscheine,
Girosammelverwahrung, Status, Aufstockung, Rückkauf

[(1) Jede Serie der vom Emittenten begebenen Optionsscheine ist jeweils in einem Inhaber-Sammeloptionsschein (nachfolgend "Inhaber-Sammeloptionsschein" genannt) verbrieft, der bei der Zentralen Wertpapiersammelbank gemäß Nr. #, hinterlegt ist. Effektive Optionsscheine werden während der gesamten Laufzeit nicht ausgegeben. Das Recht auf Lieferung effektiver Stücke ist ausgeschlossen.

(2) Die Übertragung der Optionsscheine erfolgt als Miteigentumsanteile am jeweiligen Inhaber-Sammeloptionsschein gemäß den Regeln der Zentralen Wertpapiersammelbank und, außerhalb des Clearinggebietes der Zentralen Wertpapier-sammelbank, der weiteren Wertpapiersammelbanken gemäß Nr. #

oder im Falle von Nr. # anderer ausländischer Wertpapiersammelbanken oder Lagerstellen.

(3) Die Optionsscheine begründen unmittelbare, unbesicherte und nicht nachrangige Verbindlichkeiten des Emittenten, die untereinander und mit allen sonstigen gegenwärtigen und künftigen unbesicherten und nicht nachrangigen Verbindlichkeiten des Emittenten gleichrangig sind, ausgenommen solche Verbindlichkeiten, denen auf Grund zwingender gesetzlicher Vorschriften Vorrang zukommt.

(4) Der Emittent ist berechtigt, ohne Zustimmung der Optionsscheininhaber jederzeit weitere Optionsscheine mit gleicher Ausstattung zu begeben, so dass sie mit den Optionsscheinen zusammen gefasst werden, eine einheitliche Emission mit ihnen bilden und ihre Anzahl erhöhen. Der Begriff "Optionsscheine" umfasst im Falle einer solchen Aufstockung auch solche zusätzlich begebenen Optionsscheine.

(5) Der Emittent ist berechtigt, jederzeit Optionsscheine über die Börse oder durch außerbörsliche Geschäfte zu einem beliebigen Preis zurückzuerwerben. Der Emittent ist nicht verpflichtet, die Optionsscheininhaber davon zu unterrichten. Die zurückerworbenen Optionsscheine können entwertet, gehalten, weiterveräußert oder von dem Emittenten in anderer Weise verwendet werden.][*weitere Bestimmungen in Bezug auf Form, Verwahrung, Status Aufstockung und Rückkauf der Optionsscheine*: ###]

Nr. 7
Verkaufsbeschränkungen

[(1) Eine Registrierung der Optionsscheine unter dem “United States Securities Act” von 1933 in der jeweiligen Fassung erfolgt nicht; der Handel in den Optionsscheinen ist nicht von der “United States Commodity Futures Trading Commission” (“CFTC”) unter dem “United States Commodity Exchange Act” zugelassen. Die Optionsscheine dürfen zu keinem Zeitpunkt direkt oder indirekt in den Vereinigten Staaten von Amerika, ihren Territorien oder Besitzungen oder an oder durch U.S. Personen angeboten, verkauft oder ausgeliefert werden. Bei Einlösung der Optionsrechte sind die Optionsscheininhaber verpflichtet zu versichern, dass die Optionsscheine weder direkt noch indirekt für eine U.S. Person gehalten werden. Der Emittent ist nicht bei der CFTC als Makler ("commission merchant") registriert. Mit Kauf und Annahme der Optionsscheine versichert der Optionsscheininhaber, dass er keine United States-Person wie nachstehend definiert ist und dass er, sollte er in Zukunft unter die Definition einer United States Person fallen, die Optionsscheine noch vorher verkaufen wird; der Optionsscheininhaber sichert weiterhin zu, dass er die Optionsscheine zu keinem Zeitpunkt in den Vereinigten Staaten direkt oder indirekt angeboten, verkauft oder gehandelt hat und dies auch in Zukunft nicht tun wird; der Optionsscheininhaber sichert außerdem zu, (a) dass er die Optionsscheine zu keinem Zeitpunkt einer United States Person direkt oder indirekt angeboten, verkauft oder mit einer solchen gehandelt hat und dass er dies auch in Zukunft (weder für sich noch für Dritte) tun wird und (b) dass er die Optionsscheine nicht für Rechnung einer United States Person gekauft hat. Der Optionsscheininhaber verpflichtet sich, bei einem Verkauf der Optionsscheine dem Käufer diese Verkaufsbeschränkungen - einschließlich nachfolgender Erläuterungen - auszuhändigen oder den Käufer auf diese Verkaufsbeschränkungen schriftlich hinzuweisen.

Es gelten folgende Definitionen: "Vereinigte Staaten" bedeuten die Vereinigten Staaten von Amerika (einschließlich deren Staaten, des "District of Columbia", sowie der Territorien, Besitzungen und sonstigen Gebiete unter deren Jurisdiktion); "United States Person" bedeutet Bürger oder Gebietsansässiger der Vereinigten Staaten von Amerika sowie Kapital- und Personengesellschaften oder sonstige nach dem Recht der Vereinigten Staaten von Amerika oder einer ihrer Gebietskörperschaften begründete oder organisierte Gesellschaften sowie Erbschafts- oder

Treuhandvermögen, die unabhängig von der Quelle ihrer Einkünfte der Besteuerung der Vereinigten Staaten von Amerika unterliegen.

(2) Bei jeder Tätigkeit im Zusammenhang mit Citigroup Optionsscheinen/Zertifikaten oder anderen derivativen Produkten im Vereinigten Königreich müssen alle anwendbaren Bestimmungen des "Financial Services and Markets Act 2000 (nachfolgend "FSMA")" beachtet werden. Jede Verbreitung von Angeboten oder von Anreizen zur Aufnahme einer Investment Aktivität i.S.v. Paragraph 21 der FSMA darf im Zusammenhang mit der Emission oder dem Verkauf von Optionsscheinen/Zertifikaten oder anderen derivativen Produkten nur in solchen Fällen vorgenommen oder veranlasst werden, in denen Paragraph 21 der FSMA nicht anwendbar ist. In Bezug auf Wertpapiere mit einer Laufzeit von weniger als einem Jahr ist zudem Folgendes zu beachten: (i) die Wertpapiere dürfen nur von Personen verkauft werden, deren gewöhnliche Geschäftstätigkeit darin besteht, im Rahmen ihres Geschäftszwecks Anlagen zu erwerben, zu halten, zu verwalten oder zu veräußern (als Auftraggeber oder Beauftragter), und (ii) diese Personen haben keine Wertpapiere angeboten oder verkauft und werden keine Wertpapiere anbieten oder verkaufen, außer an Personen, deren gewöhnliche Geschäftstätigkeit darin besteht, im Rahmen ihres Geschäftszwecks Anlagen zu erwerben, zu halten, zu verwalten oder zu veräußern (als Auftraggeber oder Beauftragter), da die Begebung der Wertpapiere andernfalls einen Verstoß der Emittentin gegen Paragraph 19 des FSMA darstellen würde.

(3) In Bezug auf jeden Mitgliedstaat des Europäischen Wirtschaftsraums, der die Prospektrichtlinie umgesetzt hat (jeweils ein "Betreffender Mitgliedstaat"), wurde bzw. wird für die Optionsscheine ab einschließlich dem Tag der Umsetzung der Prospektrichtlinie in diesem Betreffenden Mitgliedstaat (der "Betreffende Umsetzungstag") kein öffentliches Angebot unterbreitet. Unter folgenden Bedingungen können die Optionsscheine jedoch ab einschließlich dem Betreffenden Umsetzungstag in dem Betreffenden Mitgliedstaat öffentlich angeboten werden:

(a) in dem Zeitraum ab dem Tag der Veröffentlichung des Basisprospekts in Bezug auf diese Optionsscheine, der von den zuständigen Behörden dieses Betreffenden Mitgliedstaats gebilligt wurde bzw. in einem anderen Betreffenden Mitgliedstaat gebilligt und die zuständigen Behörde in diesem Betreffenden Mitgliedstaat unterrichtet wurde, jeweils in Übereinstimmung mit der Prospektrichtlinie, bis zu dem Tag, der 12 Monate nach dem Tag der Veröffentlichung liegt;

(b) an juristische Personen, die in Bezug auf ihre Tätigkeit auf den Finanzmärkten zugelassen sind bzw. beaufsichtigt werden, oder, falls sie nicht zugelassen sind oder beaufsichtigt werden, deren einziger Geschäftszweck in der Wertpapieranlage besteht;

(c) an juristische Personen, die laut ihrem letzten Jahresabschluss bzw. konsolidierten Jahresabschluss mindestens zwei der nachfolgenden Kriterien erfüllen: (1) eine durchschnittliche Beschäftigtenzahl im letzten Geschäftsjahr von mindestens 250, (2) eine Gesamtbilanzsumme von über EUR 43.000.000 und (3) ein Jahresnettoumsatz von über EUR 50.000.000;

(d) sofern sich das Angebot an weniger als 100 natürliche oder juristische Personen in diesem Betreffenden Mitgliedstaat richtet, bei denen es sich nicht um qualifizierte Anleger im Sinne des Artikels 2 der Prospektrichtlinie handelt; oder

(e) unter anderen Umständen, die eine Veröffentlichung eines Prospekts durch den Emittenten gemäß Artikel 3 der Prospektrichtlinie nicht erfordern,

Für die Zwecke dieser Vorschrift bezeichnet der Ausdruck "öffentliches Angebot von Wertpapieren" (wie ggf. durch Maßnahmen im Betreffenden Mitgliedstaat zur Umsetzung der Prospektrichtlinie in diesem Betreffenden Mitgliedstaat geändert) in

Bezug auf Wertpapiere in einem Betreffenden Mitgliedstaat eine Mitteilung in jedweder Form und auf jedwede Art und Weise, die ausreichende Informationen über die Angebotsbedingungen und die anzubietenden Wertpapiere enthält, um einen Anleger in die Lage zu versetzen, sich für den Kauf oder die Zeichnung dieser Wertpapiere zu entscheiden; "Prospektrichtlinie" bezeichnet die Richtlinie 2003/71/EG und umfasst die jeweiligen Umsetzungsmaßnahmen in dem Betreffenden Mitgliedstaat.

(4) Bei jeder Tätigkeit im Zusammenhang mit den Optionsscheinen, insbesondere deren Erwerb oder Verkauf bzw. der Einlösung der Optionsrechte aus den Optionsscheinen sind durch die Optionsscheininhaber sowie jeden anderen beteiligten Marktteilnehmer die in dem jeweiligen Land geltenden gesetzlichen Bestimmungen zu beachten. Üblicherweise darf ein öffentliches Angebot der Optionsscheine nur erfolgen, wenn zuvor ein den gesetzlichen Bestimmungen des Landes, in dem das öffentliche Angebot erfolgt, entsprechender Verkaufsprospekt bzw. Börsenprospekt von der zuständigen Behörde genehmigt und veröffentlicht wurde. Die Veröffentlichung muss üblicherweise durch die Person erfolgen, die ein entsprechendes Angebot in der betreffenden Jurisdiktion unterbreitet. Optionsscheininhaber bzw. an einem Erwerb interessierte Personen sind daher gehalten, sich über die diesbezüglichen gesetzlichen Bestimmungen jederzeit zu informieren und sie zu beachten.]

[*andere Verkaufsbeschränkungsbestimmungen*: ###]

Nr. 8
Ausübung der Optionsscheine

Anwendbar bei Optionsscheinen mit europäischer Ausübungsart:

[(1) Das Optionsrecht kann von dem Optionsscheininhaber ausschließlich mit Wirkung zum Verfalltag des jeweiligen Optionsscheines ausgeübt werden. Sofern der Auszahlungsbetrag einen positiven Wert ergibt, gilt das Optionsrecht des jeweiligen Optionsscheines ohne weitere Voraussetzung und ohne die Abgabe einer ausdrücklichen Ausübungserklärung als am Verfalltag ausgeübt (nachfolgend "Automatische Ausübung" genannt).

(2) Der Emittent wird einen etwaigen positiven Auszahlungsbetrag am Zahltag bei Verfall an die zentrale Wertpapiersammelbank zur Gutschrift an die bei der zentralen Wertpapiersammelbank am vorherigen Bankarbeitstag am Sitz der zentralen Wertpapiersammelbank bei Geschäftsschluss registrierten Optionsscheininhaber überweisen.

(3) Die zentrale Wertpapiersammelbank hat sich gegenüber dem Emittenten zu einer entsprechenden Weiterleitung verpflichtet. Sollte die Weiterleitung des Auszahlungsbetrages oder des angemessenen Marktwertes nicht innerhalb von drei Monaten nach dem Zahltag bei Verfall möglich sein (“Vorlegungsfrist”), ist der Emittent berechtigt, die entsprechenden Beträge beim Amtsgericht Frankfurt am Main für die Optionsscheininhaber auf deren Gefahr und Kosten unter Verzicht auf das Recht zur Rücknahme zu hinterlegen. Mit der Hinterlegung erlöschen die Ansprüche der Optionsscheininhaber gegen den Emittenten.

(4) Alle im Zusammenhang mit der Zahlung des Auszahlungsbetrages und des angemessenen Marktwertes etwa anfallenden Steuern oder sonstigen Abgaben sind vom Optionsscheininhaber zu tragen.

(5) Fällt der Verfalltag zwischen den Tag, an dem der Emittent einen Grund zur Anpassung gemäß Nr. # feststellt und vor den Tag, an dem der Emittent die Anpassungen bekanntgemacht hat (nachfolgend „Anpassungsperiode“), ist Zahltag bei Verfall der erste auf den Tag folgende gemeinsame Bankarbeitstag am Sitz des Emittenten sowie am Ort der zentralen Wertpapiersammelbank, an dem der Emittent die Anpassungen für den Verfalltag bekannt gemacht hat. Für die Berechnung des

Auszahlungsbetrages gemäß Nr. # sind der am Verfalltag maßgebliche Referenzpreis des Basiswertes sowie die vom Emittenten vorgenommenen Anpassungen maßgeblich.
(6) Auszahlungsbetrag bzw. angemessener Marktwert werden in der Auszahlungswährung gezahlt, ohne dass der Emittent zur Abgabe irgendwelcher Erklärungen verpflichtet ist.]

[andere Ausübungsbestimmungen: ###]

Anwendbar bei Optionsscheinen mit amerikanischer Ausübungsart:

[(1) Zur wirksamen Einlösung der Optionsscheine muss der Optionsscheininhaber des jeweiligen Optionsscheines die nachstehend genannten Voraussetzungen gegenüber der jeweiligen Einlösungsstelle erfüllen. Zusätzlich gelten die Bestimmungen der Absätze 2 bis 4.

a) Bei Einlösung der Optionsrechte gegenüber der Einlösungsstelle in ###### muss der Optionsscheininhaber ######

b) Bei Einlösung der Optionsrechte gegenüber der Einlösungsstelle in ###### muss der Optionsscheininhaber ######

c) Bei Einlösung der Optionsrechte gegenüber der Einlösungsstelle in ###### muss der Optionsscheininhaber ######

d) Bei Einlösung der Optionsrechte gegenüber der Einlösungsstelle in ###### muss der Optionsscheininhaber ######

(2) Die Einlösungserklärung wird am Einlösungstag gemäß Nr. # wirksam. Ein Widerruf der Einlösungserklärung ist auch vor Wirksamwerden der Erklärung ausgeschlossen. Sämtliche in Nr. # Absatz 1 genannten Voraussetzungen sind innerhalb von [15][#] Bankarbeitstagen am Sitz der jeweiligen Einlösungsstelle nach dem Eintreten der ersten Voraussetzung zu erfüllen. Andernfalls ist der Emittent berechtigt, dem Optionsscheininhaber bereits vorgenommene Leistungen auf seine Gefahr und Kosten zinslos zurückzugewähren; die Einlösungserklärung wird in diesem Fall nicht wirksam.

(3) Alle im Zusammenhang mit der Einlösung der Optionsscheine etwa anfallenden Steuern oder sonstigen Abgaben sind vom Optionsscheininhaber zu tragen. Der Einlösungsbetrag wird in der Auszahlungswährung gezahlt, ohne dass der Emittent oder die Einlösungsstelle zur Abgabe irgendwelcher Erklärungen verpflichtet ist.

(4) Der Emittent wird einen eventuellen Einlösungsbetrag am Zahltag bei Einlösung an die Zentrale Wertpapiersammelbank zur Gutschrift an die bei der Zentralen Wertpapiersammelbank am vorangegangenen Bankarbeitstag am Sitz der Zentralen Wertpapiersammelbank bei Geschäftsschluss registrierten Optionsscheininhaber überweisen. Die Zentrale Wertpapiersammelbank hat sich gegenüber dem Emittenten zu einer entsprechenden Weiterleitung verpflichtet.]

[*andere Ausübungsbestimmungen*: ###]

Nr. 9
Vorzeitige Rückzahlung

[(1) Der Emittent ist berechtigt sämtliche Optionsscheine einer Serie bei Eintritt eines der nachfolgend beschriebenen Ereignisse durch Bekanntmachung gemäß Nr. # unter Angabe des gemäß Absatz 3 definierten Kündigungsbetrages zu kündigen und vorzeitig fällig zu stellen. "Kündigungsereignisse" sind

(a) der Eintritt eines vom Emittenten nicht zu vertretenden Umstandes, der dazu führt, dass die Erfüllung seiner Verpflichtungen aus den Optionsscheinen ganz oder teilweise – gleich aus welchem Grund – [rechtswidrig oder] undurchführbar oder bei wirtschaftlicher Betrachtungsweise unzumutbar wird oder geworden ist, oder

(b) eine Änderung der Rechtslage bzw. behördliche Auflagen oder Weisungen, die dazu führen, dass die Aufrechterhaltung der Hedge-Positionen des Emittenten rechtswidrig geworden ist, oder
(c) der Eintritt eines vom Emittenten nicht zu vertretenden Umstandes, der es verhindert oder unzumutbar macht, dass der Emittent (i) mittels marktüblicher und legaler Transaktionen am Devisenmarkt die Referenzwährung des Basiswerts in die Auszahlungswährung der Optionsscheine konvertiert oder (ii) in der Referenzwährung des Basiswerts gehaltene Einlagen nicht aus einer bestimmten Jurisdiktion in eine andere transferieren kann, oder (iii) der Eintritt sonstiger von dem Emittenten nicht zu vertretender Umstände, die auf die Konvertabilität der Referenzwährung des Basiswerts in die Auszahlungswährung der Optionsscheine einen vergleichbaren negativen Einfluss haben, sofern der Emittent aufgrund dieser Umstände zu dem Ergebnis gelangt, dass eine Umrechnung der Referenzwährung des Basiswerts in die Auszahlungswährung der Optionsscheine nicht mehr möglich ist, oder

(d) der Eintritt vom Emittenten nicht zu vertretender Umstände gemäß den Bestimmungen der Nr. # (Anpassungen), die dazu führen, dass keine wirtschaftlich sachgerechten Anpassungen an die eingetretenen Änderungen möglich sind.

(2) [Jede Kündigungsbekanntmachung nach Maßgabe dieser Nr. # ist unwiderruflich und muss den Kündigungstermin benennen.] [Eine Kündigung durch den Emittenten gemäß Absatz 1 wird am Tage der Bekanntmachung gemäß Nr. # bzw., falls abweichend, an dem in der Bekanntmachungsanzeige genannten Tag wirksam.]

(3) [Im Fall einer Kündigung gemäß Absatz 1 zahlt der Emittent an jeden Optionsscheininhaber bezüglich jedes von ihm gehaltenen Optionsscheins einen Betrag (der "Kündigungsbetrag"), der von dem Emittenten nach billigem Ermessen (§ 315 BGB) als [angemessener][fairer] Marktpreis eines Optionsscheins [unmittelbar vor Eintritt des Ereignisses, das zur Kündigung der Optionsscheine gemäß Absatz 1 berechtigt,] [abzüglich der Kosten des Emittenten für die Auflösung etwaiger zugrunde liegender Absicherungspositionen,] festgelegt wird.][*andere Kündigungsbetragsbestimmung*: ###]. Der Emittent wird in diesem Fall für alle von der Kündigung betroffenen Optionsscheine den Kündigungsbetrag [innerhalb von 5 Bankarbeitstagen am Sitz des Emittenten sowie am Ort der Zentralen Wertpapiersammelbank nach dem Tag des Wirksamwerdens der Kündigung][am ersten auf den Tag des Wirksamwerdens der Kündigung folgenden Bankarbeitstag in Frankfurt am Main] an die Zentrale Wertpapiersammelbank zur Gutschrift an die bei der Zentralen Wertpapiersammelbank am zweiten Bankarbeitstag in Frankfurt am Main nach dem Tag des Wirksamwerdens der Kündigung („Zahltag bei Kündigung") registrierten Optionsscheininhaber überweisen.

Die Zentrale Wertpapiersammelbank hat sich gegenüber dem Emittenten zu einer entsprechenden Weiterleitung verpflichtet.

Sollte die Weiterleitung nicht innerhalb von drei Monaten nach dem Zahltag bei Kündigung möglich sein („Vorlegungsfrist"), ist der Emittent berechtigt, die entsprechenden Beträge beim Amtsgericht in Frankfurt am Main für die Optionsscheininhaber auf deren Gefahr und Kosten unter Verzicht auf das Recht zur Rücknahme zu hinterlegen. Mit der Hinterlegung erlöschen die Ansprüche der Optionsscheininhaber gegen den Emittenten.][*andere Bestimmung zur Vorzeitigen Rückzahlung*: ###]

Einfügen bei Open End Turbo Optionsscheinen:

Nr. 9a
Kündigung

[(1) Der Emittent ist berechtigt, sämtliche Optionsscheine einer Serie während ihrer Laufzeit [mit einer Kündigungsfrist von ### [Tagen][Wochen][Monaten]] durch Bekanntmachung gemäß Nr. # mit Wirkung zu [Datum/Daten einfügen: #] (jeweils [ein][der]

"Kündigungstermin") zu kündigen. [Die Kündigung kann erstmals mit Wirkung zum ##.##.#### erfolgen.] [Jede Kündigungsbekanntmachung nach Maßgabe dieser Nr. # ist unwiderruflich und muss den Kündigungstermin benennen.] [Die Kündigung wird am Tage der Bekanntmachung gemäß Nr. # bzw., falls abweichend, an dem in der Bekanntmachungsanzeige genannten Tag wirksam.] Für die Zwecke der Berechnung des Auszahlungsbetrages gemäß Nr. # gilt der Tag des Wirksamwerdens der Kündigung als (Finaler) Bewertungstag im Sinne dieser Optionsscheinbedingungen.][*andere Kündigungsbestimmung*: ###]]

(2) Im Falle der Kündigung durch den Emittenten finden Nr. # Absätze # bis # keine Anwendung. Einlösungstag im Sinne der Nr. # Absatz # ist in diesem Fall der Tag, an dem die Kündigung wirksam wird. [Zahltag ist der Zahltag bei Kündigung gemäß Nr. # Absatz #.]

(3) Der Emittent wird in diesem Fall für alle von der Kündigung betroffenen Optionsscheine den Einlösungsbetrag [innerhalb von 5 Bankarbeitstagen am Sitz des Emittenten sowie am Ort der Zentralen Wertpapiersammelbank nach dem Einlösungstag][am ersten auf den Einlösungstag folgenden Bankarbeitstag in Frankfurt am Main] an die Zentrale Wertpapiersammelbank zur Gutschrift an die bei der Zentralen Wertpapiersammelbank am zweiten Bankarbeitstag in Frankfurt am Main nach dem Einlösungstag (nachfolgend „Zahltag bei Kündigung" genannt) registrierten Optionsscheininhaber überweisen.

Die Zentrale Wertpapiersammelbank hat sich gegenüber dem Emittenten zu einer entsprechenden Weiterleitung verpflichtet.

Sollte die Weiterleitung nicht innerhalb von drei Monaten nach dem Zahltag möglich sein („Vorlegungsfrist"), ist der Emittent berechtigt, die entsprechenden Beträge beim Amtsgericht in Frankfurt am Main für die Optionsscheininhaber auf deren Gefahr und Kosten unter Verzicht auf das Recht zur Rücknahme zu hinterlegen. Mit der Hinterlegung erlöschen die Ansprüche der Optionsscheininhaber gegen den Emittenten.][andere Kündigungsbestimmungen: ###]

Nr. 10
Vorlegungsfrist,
Verschiebung der Fälligkeit

(1) Die Vorlegungsfrist nach § 801 Abs. 1 Satz 1 BGB ist auf zehn Jahre reduziert.

(2) Sollte die Citigroup Global Markets Deutschland AG oder die jeweilige Zahlstelle tatsächlich oder rechtlich nicht in der Lage sein, ihre Verbindlichkeiten aus den Optionsscheinen in rechtlich zulässiger Weise in Frankfurt am Main bzw. am Ort der jeweiligen Zahlstelle zu erfüllen, verschiebt sich die Fälligkeit dieser Verbindlichkeiten bis zu dem Zeitpunkt, zu dem es der Citigroup Global Markets Deutschland AG bzw. der jeweiligen Zahlstelle tatsächlich und rechtlich wieder möglich ist, ihre Verbindlichkeiten in Frankfurt am Main bzw. am Ort der Zahlstelle zu erfüllen. Den Optionsscheininhabern stehen aufgrund einer solchen Verschiebung der Fälligkeit keine Rechte gegen das in Frankfurt am Main oder sonst wo belegene Vermögen der Citigroup Global Markets Deutschland AG bzw. der Zahlstelle zu.

(3) Der Emittent wird den Eintritt und den Wegfall eines in Nr. 10 Ziffer 2 beschriebenen Ereignisses unverzüglich gemäß Nr. # bekannt machen.

Nr. 11
Bekanntmachungen

[Sofern die zum jeweiligen Zeitpunkt in den Ländern, in denen die Optionsscheine öffentlich angeboten bzw. börsennotiert werden, einschlägigen gesetzlichen Bestimmungen nichts anderes vorschreiben, erfolgt die Veröffentlichung in einer oder mehreren Zeitungen, die in den Staaten, in denen das öffentliche Angebot unterbreitet oder die Zulassung zum Börsenhandel angestrebt bzw. betrieben wird, gängig sind oder in großer Auflage verlegt werden. Zur Rechtswirksamkeit ist die Veröffentlichung in einer dieser Zeitungen ausreichend. [Der Emittent ist berechtigt, Bekanntmachungen statt in den genannten Zeitungen auf seiner Website zu veröffentlichen. Der Emittent wird eine solche Änderung des Veröffentlichungsmediums in einer der genannten Zeitungen bekannt machen.]][*andere Bekanntmachungs-bestimmung*: ###]

Nr. 12
Ersetzung des Emittenten

[(1) Der Emittent ist jederzeit berechtigt, ohne Zustimmung der Optionsscheininhaber eine andere Gesellschaft als Emittenten (der "Neue Emittent") hinsichtlich aller Verpflichtungen aus oder in Verbindung mit den Optionsscheinen an die Stelle des Emittenten zu setzen, sofern

(a) der Neue Emittent alle Verpflichtungen des Emittenten aus oder in Verbindung mit den Optionsscheinen übernimmt (die "Übernahme");

(b) die Übernahme keine nachteiligen bonitätsmäßigen, finanziellen, rechtlichen und steuerlichen Folgen für die Optionsscheininhaber hat und dies durch eine von dem Emittenten auf seine Kosten speziell für diesen Fall zu bestellende unabhängige Treuhänderin, die eine Bank oder Wirtschaftsprüfungsgesellschaft mit internationalem Ansehen ist (die "Treuhänderin"), bestätigt wird;

(c) der Emittent oder ein anderes von der Treuhänderin genehmigtes Unternehmen sämtliche Verpflichtungen des Neuen Emittenten aus den Optionsscheinen zugunsten der Optionsscheininhaber garantiert; und

(d) der Neue Emittent alle notwendigen Genehmigungen von den zuständigen Behörden erhalten hat, damit der Neue Emittent alle Verpflichtungen aus oder in Verbindung mit den Optionsscheinen erfüllen kann.

(2) Im Falle einer solchen Ersetzung des Emittenten gilt jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Emittent als auf den Neuen Emittenten bezogen.

(3) Die Ersetzung des Emittenten wird gemäß Nr. # bekannt gemacht. Mit Erfüllung der vorgenannten Bedingungen tritt der Neue Emittent in jeder Hinsicht an die Stelle des Emittenten und der Emittent wird von allen mit der Funktion als Emittent zusammenhängenden Verpflichtungen gegenüber den Optionsscheininhabern aus oder im Zusammenhang mit den Optionsscheinen befreit.][*andere Bestimmungen zur Ersetzung der Emittentin: ###*]

Nr. 13
Verschiedenes

[(1) Form und Inhalt der Optionsscheine sowie alle Rechte und Pflichten aus den in diesen Bedingungen geregelten Angelegenheiten bestimmen sich in jeder Hinsicht nach dem Recht der Bundesrepublik Deutschland.

(2) Ausschließlicher Gerichtsstand für alle Klagen oder sonstigen Verfahren aus oder im Zusammenhang mit den Optionsscheinen ist Frankfurt am Main.

(3) Erfüllungsort ist Frankfurt am Main.

(4) Der Emittent ist berechtigt, in diesen Bedingungen ohne Zustimmung der Optionsscheininhaber (i) offensichtliche Schreib- oder Rechenfehler zu berichtigen sowie (ii) widersprüchliche oder lückenhafte Bestimmungen zu ändern bzw. zu ergänzen, wobei in

den unter (ii) genannten Fällen nur solche Änderungen bzw. Ergänzungen zulässig sind, die unter Berücksichtigung der Interessen des Emittenten für die Optionsscheininhaber zumutbar sind, d.h. die die finanzielle Situation des Optionsscheininhaber nicht wesentlich verschlechtern bzw. die Ausübungsmodalitäten nicht wesentlich erschweren. Änderungen bzw. Ergänzungen dieser Bedingungen werden unverzüglich gemäß Nr. # bekannt gemacht.

(5) Sollte eine Bestimmung dieser Bedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen wirksam. Die unwirksame oder undurchführbare Bestimmung ist durch eine wirksame und durchführbare Bestimmung zu ersetzen, die den wirtschaftlichen Zwecken der unwirksamen Bestimmung so weit wie rechtlich möglich Rechnung trägt.

(6) Der Emittent behält sich vor, die Optionsscheine insgesamt, oder einzelne Serien, auch in den Handel an anderen, auch ausländischen Wertpapierbörsen einzuführen sowie die Optionsscheine im Ausland öffentlich anzubieten und in diesem Zusammenhang alle Maßnahmen zu ergreifen, die für die Einführung der Optionsscheine in den Handel an der jeweiligen Börse bzw. ein öffentliches Angebot erforderlich sind. Der Emittent ist hierbei insbesondere berechtigt, dem Optionsscheininhaber die Ausübung der Optionsscheine auch gegenüber einer ausländischen Zahlstelle zu gestatten, den Auszahlungsbetrag in anderer Währung auszuzahlen sowie die Notierung der Optionsscheine in anderer Währung zu beantragen.][*andere Bestimmungen unter Verschiedenes: ###*]

Frankfurt am Main, ##.##.####

Citigroup Global Markets Deutschland AG

List of cross references

Information that is required to be disclosed in respect of Citigroup Global Markets Deutschland AG as the Issuer of the Warrants can be found in the Issuer´s Registration Document dated 03 May 2012 which is incorporated by reference on page F 1 of this Base Prospectus.

Hard copies of the Registration Document will be available free of charge at the following address of the Issuer's place of business:

Citigroup Global Markets Deutschland AG
New Issues Structuring
Frankfurter Welle
Reuterweg 16
60323 Frankfurt am Main

Frankfurt/Main, 09 May 2012

Citigroup Global Markets Deutschland AG,

Frankfurt/Main

signed by Steffen Thomas	signed by Dirk Heß