

# CitiFirst



MINIS | INSTALMENTS | SELF-FUNDING INSTALMENTS | TURBOS | TRADING WARRANTS

## CitiFirst Australian Index MINIs

Investment Product: Not a Deposit | Not Insured | No Bank Guarantee | May Lose Value

Product Disclosure Statement KOA, KOB, KOC, KOE, KOF, KOP, KOQ, KOR, KOS, KOT, KOU, KOV, KOX, KOY, KOZ, MOP, MOQ, MOR and MOS Series.

Dated 3 December 2024

Issued by Citigroup Global Markets Australia Pty Limited  
(ABN 64 003 114 832 and AFSL 240992)





# Important information about CitiFirst Index MINIs

This document is a Combined Financial Services Guide and Product Disclosure Statement for the purposes of Part 7.9 of the Corporations Act and the Corporations Regulations, relating to a class of warrants called MINIs, and has been issued by Citigroup Global Markets Australia Pty Limited (ABN 64 003 114 832 and AFSL 240992) (Citi or the **Issuer**), a participant of ASX.

This PDS is dated 3 December 2024.

This PDS is not required to be and will not be lodged with ASIC. ASIC takes no responsibility for the contents of this PDS or the CitiFirst Index MINIs. Citi will notify ASIC that this PDS is in use in accordance with section 1015D of the Corporations Act.

This PDS complies with Schedule 10 to the Operating Rules as varied or waived by ASX. ASX takes no responsibility for the contents of this PDS or the CitiFirst Index MINIs.

Information in this PDS may change from time to time. Where those changes are not materially adverse to Holders, Citi may provide that information on its website [www.citifirst.com.au](http://www.citifirst.com.au). Citi will provide Holders with a paper copy of that information, free of charge, on request.

## THIS DOCUMENT IS NOT INVESTMENT ADVICE

**This is an important document and should be read in its entirety before any decision is made to apply for or acquire the CitiFirst Index MINIs. The information provided in this PDS is not financial product advice and has been prepared without taking into account your personal investment objectives or financial situation. Accordingly, nothing in this PDS is a recommendation by Citi, its associates or any other person to invest in CitiFirst Index MINIs, the Underlying Index Futures or in the Securities that make up an Underlying Index. YOU SHOULD CONTACT YOUR STOCKBROKER OR OTHER PROFESSIONAL FINANCIAL ADVISER BEFORE MAKING ANY DECISION TO INVEST IN CITIFIRST INDEX MINIS, AND TAKE INTO ACCOUNT YOUR OWN PERSONAL INVESTMENT OBJECTIVES AND FINANCIAL SITUATION.**

## ASX Booklets

The ASX publishes a number of booklets in relation to warrants, which can be downloaded free of charge from the ASX website. Investors are encouraged to read these booklets and the information that is available on the ASX website in relation to MINIs and warrants, to understand their characteristics, the terms and conditions under which MINIs are issued and the operation of the warrants market in general.

## Overseas Distribution

Neither CitiFirst Index MINIs nor this PDS have been or will be registered in any jurisdiction outside of Australia. The offer of CitiFirst Index MINIs under this PDS is only made to Australian residents located in Australia. The distribution of this PDS in jurisdictions outside Australia may be restricted by law. Persons who obtain this PDS in jurisdictions outside Australia should seek advice on and observe such restrictions. Any failure to comply with these restrictions may constitute a violation of applicable securities laws. This PDS does not constitute an offer or an invitation in any place outside Australia where, or to any person to whom, it would be unlawful to make such an offer or invitation. Neither CitiFirst Index MINIs nor this PDS will be registered under the United States Securities Act of 1933 and may not be offered or sold in the United States or to, or for the

account of, or the benefit of, US Persons. On the exercise of a CitiFirst Index MINI the Holder represents and warrants that the CitiFirst Index MINI is neither directly nor indirectly held in favour of a US Person.

## Disclaimer

CitiFirst Index MINIs and any securities recommended, offered, or sold by Citi: (i) are not insured by the Federal Deposit Insurance Corporation; (ii) are not deposits or other obligations or liabilities of any insured depository institution (including Citibank, N.A.); and (iii) are subject to investment risks, including the possible loss of the principal amount invested. CitiFirst Index MINIs do not represent a deposit or other liability of Citibank, N.A. (Sydney Branch) and these entities do not stand in any way behind the capital value and/or performance of CitiFirst Index MINIs. Citi is not subject to regulatory supervision by APRA.

Neither Citi nor any member of the Group has any affiliation with the Underlying Index Futures or publishers of the Index Futures Level and does not have access to information regarding the Underlying Index Futures or the publishers of the Index Futures Level other than information in the public domain.

## Representations

No person is authorised by Citi to give any information or to make any representation not contained in this PDS. Any information or representation not contained in this PDS must not be relied upon as having been authorised by or on behalf of Citi. Nothing in this PDS is, or may be relied upon as, a representation as to the future performance of CitiFirst Index MINIs or the Underlying Index Futures.

## Cooling-off Period

There is no cooling-off period when you buy or sell CitiFirst Index MINIs referred to in this PDS.

## Electronic Documents

A copy of this PDS is available online at [www.citifirst.com.au](http://www.citifirst.com.au). If this PDS is accessed electronically, it must be downloaded in its entirety. A paper copy of this PDS will be provided, free of charge, on request from Citi at 1300 30 70 70. A copy of this PDS is also available on the ASX website.

## Glossary

Section 10 contains definitions of certain terms used in this PDS.

# About CitiFirst

CitiFirst Index MINIs are issued by Citi. CitiFirst is the brand name for Citi's suite of investment and trading products. CitiFirst Opportunity Investments in Australia cover a broad selection of ASX quoted warrants including:

- instalments;
- self funding instalments;
- MINIs;
- turbos; and
- trading warrants

Citi is a wholly owned subsidiary of Citigroup Inc. and a member of the Citigroup Inc. group of companies (**Group**). Citigroup Inc. is a leading global financial services company, and has more than 200 million customer accounts and does business in more than 100 countries, providing customers, corporations, governments and institutions with a broad range of financial products and services, including consumer banking and credit, corporate and investment banking, securities brokerage and wealth management. Citi is not an authorised deposit taking institution under the Banking Act 1959 (Cth) and is not regulated by the Australian Prudential Regulation Authority.

The Group has been in the Asia Pacific region for more than one hundred years and today provides more services in more markets for more clients than any other financial institution. The Group counts as valued clients 10 million customers across eighteen countries and territories throughout Asia Pacific.

The Group established a presence in Australia in 1971 and in New Zealand in 1982. In 1984, the Group's securities and investment banking business commenced operations in Australia.

When you buy CitiFirst Index MINIs you have the comfort of knowing you are dealing with one of the largest financial services companies in the world. In addition, because CitiFirst Index MINIs are quoted on the ASX, Citi, as issuer of the CitiFirst Index MINIs, is required to comply with Operating Rules and CitiFirst Index MINIs trade within a regulated and transparent market.

# Contents

<b>TERM SHEET .....</b>	<b>4</b>
<b>SECTION 1 – KEY INFORMATION.....</b>	<b>6</b>
<b>SECTION 2 –MATURITY .....</b>	<b>23</b>
<b>SECTION 3 – THE UNDERLYING INDEX AND INDEX FUTURES.....</b>	<b>25</b>
<b>SECTION 4 – RISK FACTORS .....</b>	<b>27</b>
<b>SECTION 5 – TAXATION SUMMARY .....</b>	<b>31</b>
<b>SECTION 6 – FEES AND OTHER COSTS .....</b>	<b>33</b>
<b>SECTION 7 – ISSUER AND GROUP DETAILS.....</b>	<b>34</b>
<b>SECTION 8 – ADDITIONAL INFORMATION.....</b>	<b>35</b>
<b>SECTION 9 – TERMS OF ISSUE .....</b>	<b>38</b>
<b>SECTION 10 – DEFINITIONS AND INTERPRETATION .....</b>	<b>45</b>
<b>APPENDIX 1 – FINANCIAL SERVICES GUIDE .....</b>	<b>50</b>
<b>APPENDIX 2 – EXERCISE NOTICE .....</b>	<b>53</b>

# Term Sheet

## MINI Longs

Series	Underlying Index Futures	Underlying Index	Issue Date	Initial Strike Level	Initial Stop Loss Trigger Level	Index Multiplier	Issue Size
XJOKOA	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	5607.00	5944.00	0.01	10mm
XJOKOB	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	5532.00	5864.00	0.01	10mm
XJOKOC	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	5456.00	5784.00	0.01	10mm
XJOKOE	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	5381.00	5704.00	0.01	10mm
XJOKOF	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	5305.00	5624.00	0.01	10mm

Note: mm means million

## MINI Shorts

Series	Underlying Index Futures	Underlying Index	Issue Date	Initial Strike Level	Initial Stop Loss Trigger Level	Index Multiplier	Issue Size
XJOKOP	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	10926.00	10270.00	0.01	10mm
XJOKOQ	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11011.00	10350.00	0.01	10mm
XJOKOR	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11096.00	10430.00	0.01	10mm
XJOKOS	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11181.00	10510.00	0.01	10mm
XJOKOT	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11266.00	10590.00	0.01	10mm
XJOKOU	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11352.00	10670.00	0.01	10mm
XJOKOV	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11437.00	10750.00	0.01	10mm

XJOKOX	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11522.00	10830.00	0.01	10mm
XJOKOY	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11607.00	10910.00	0.01	10mm
XJOKOZ	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	11692.00	10990.00	0.01	10mm
XJOMOP	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	10586.00	9950.00	0.01	10mm
XJOMOQ	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	10671.00	10030.00	0.01	10mm
XJOMOR	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	10756.00	10110.00	0.01	10mm
XJOMOS	SPI 200™ Index Futures Contract	S&P/ASX 200 Index	3 December 2024	10841.00	10190.00	0.01	10mm

Note: mm means million

# SECTION 1 – KEY INFORMATION

This Section 1 provides a brief summary of CitiFirst Index MINIs. The terms of issue of CitiFirst Index MINIs and the rights and obligations of Holders and Citi are governed by the Terms of Issue, as set out in Section 9 of this PDS. Investors should read this entire PDS, in particular the Terms of Issue, prior to making any decision to invest. The Terms of Issue prevail to the extent of any inconsistency with any other part of this PDS. Capitalised terms appearing in this PDS are explained in Section 10 “Definitions and Interpretation” and references to a “Section” are references to a section of this PDS.

## 1.1 WHAT IS A WARRANT?

Warrants are financial products that are traded on a financial market such as the ASX. A warrant is a derivative, and as such, derives its value from an underlying instrument. The underlying instrument can be one or more securities, an index, a commodity or a currency. The underlying instrument for CitiFirst Index MINIs is referred to as the Underlying Index Futures.

The warrants referred to in this PDS are known as CitiFirst Index MINIs, and they differ from regular, or “vanilla” equity put and call warrants. Details of the type of warrants referred to in this PDS are discussed in more detail below.

## 1.2 WHAT ARE CITIFIRST INDEX MINIS AND HOW DO THEY TRACK THE UNDERLYING?

CitiFirst Index MINIs are ASX-quoted warrants which provide Holders with a leveraged exposure to the relevant Underlying Index Futures specified in the Term Sheet, which are futures contracts over an index, which are measured by the level of the Underlying Index Futures (referred to as the Index Futures Level). The price of the CitiFirst Index MINI at any time is therefore based on the level of the Underlying Index Futures, as measured by the Index Futures Level.

CitiFirst Index MINIs enable an investor to participate in movements in a futures contract over an index (the Underlying Index) specified in the Term Sheet, as measured by the Index Futures Level.

CitiFirst Index MINIs may be used by investors who have investments in the Underlying Index or Securities making up the Underlying Index and who are seeking to hedge their exposure to movements in relation to the Underlying Index Futures, as measured by the Index Futures Level, without having to transact in those existing investments.

The key commercial terms of CitiFirst Index MINIs referred to in this PDS are outlined in the Term Sheet above, including whether they are a MINI Long or MINI Short, the relevant Underlying Index Futures, the Underlying Index, Issue Date, Index Multiplier, Initial Strike Level, Initial Stop Loss Trigger Level, Issue Size and ASX codes for each Series, each of which may be adjusted in accordance with the provisions of the Terms of Issue.

CitiFirst Index MINIs can be acquired for just part of the cost of investing directly in the Underlying Index Futures, or the cost of gaining exposure to the Underlying Index Futures itself. Despite paying less upfront to acquire the CitiFirst Index MINIs, Holders are still able to fully participate in price movements of the Underlying Index Futures, as measured by the Index Futures Level.

The Index Multiplier is specified in the Term Sheet and is used to convert the Index Futures Level into an Australian Dollar amount for the purposes of calculating the price of a CitiFirst Index MINI. The Index Multiplier determines the amount of movement in the value of a CitiFirst Index MINI relative to the amount of movement in the Index Futures Level.

For example, where the Index Multiplier is 0.01, the price of a CitiFirst Index MINI will be 1/100th of the difference between the Index Futures Level and the Strike Level.

Please refer to Section 1.3 below for examples of how the Index Multiplier affects the Purchase Price of a CitiFirst Index MINI.

The price of a CitiFirst Index MINI at any time is affected by and determined having regard to the Index Futures Level, the Strike Level and the Index Multiplier (as illustrated in Sections 1.3 and 1.4 below). The price of a CitiFirst Index MINI is solely affected by these factors.

A CitiFirst Index MINI has a Stop Loss Trigger Event feature and provides leverage on a limited recourse basis. As a result of the Stop Loss Trigger Event feature, regardless of the Index Futures Level and Strike Level changes, the price of a CitiFirst Index MINI cannot be negative and a Holder cannot lose more than their initial purchase price. The Stop Loss Trigger Event feature is explained in Section 1.5 below.

There are two types of CitiFirst Index MINIs:

- A MINI Long - the price of a MINI Long increases if the Index Futures Level increases; and
- A MINI Short - the price of a MINI Short increases if the Index Futures Level decreases.



A Holder may select a MINI Long or a MINI Short depending on their view on movements in the Underlying Index Futures (as measured by the Index Futures Level) and the market.

In this PDS, "CitiFirst Index MINI" refers to both a MINI Long and a MINI Short, unless expressly stated otherwise.

## Hedging

Holders should note that any hedging arrangements that Citi may enter into in connection with the CitiFirst Index MINIs are entirely at Citi's discretion. Citi is under no obligation to enter into hedging arrangements in relation to the CitiFirst Index MINIs.

## Leverage

Generally, the level of leverage for CitiFirst Index MINIs referred to in this PDS is between 50% and 92.50% of the price of the Underlying Index Futures, as measured by the Index Futures Level, as at the date of this PDS.

After a CitiFirst Index MINI is issued, the level of leverage may vary depending on a number of factors including the Index Futures Level.

- To determine the level of leverage of a MINI Long at any point in time, divide the Strike Level by the Index Futures Level and multiply by 100.
- To determine the level of leverage of a MINI Short at any point in time, divide the Index Futures Level by the Strike Level and multiply by 100.

When you invest in a CitiFirst Index MINI you can choose your desired level of leverage by choosing between the different Strike Levels for CitiFirst Index MINIs. Generally, the level of leverage for a CitiFirst Index MINI is between 50% and 92.50% when issued, but the level of leverage will vary after the Issue Date as:

- the Index Futures Level moves;
- the MINI Long Funding Amount (described below) is added to the Strike Level for MINI Longs; and
- the MINI Short Funding Amount (described below) is subtracted from the Strike Level for MINI Shorts.

If you acquire a CitiFirst Index MINI there are no credit checks or loan documents to complete, no collateral requirements and no margin calls.

## Cost of leverage

The leverage embedded in a CitiFirst Index MINI comes at a cost, known as:

- the MINI Long Funding Amount for MINI Longs; and
- the MINI Short Funding Amount for MINI Shorts,

and is borne by the Holder.

These leverage costs are only incurred if a Holder holds their CitiFirst Index MINI beyond the Trading Day on which it was acquired (that is, "overnight"), rather than buying and selling the CitiFirst Index MINI on the same Trading Day. These leverage costs will not require any physical payment by the Holder, but will change the Strike Level before trading opens on the ASX each Trading Day.

- By adding the MINI Long Funding Amount to the Strike Level, the value of a MINI Long decreases slightly (all other things being equal).
- By subtracting the MINI Short Funding Amount from the Strike Level, the value of a MINI Short decreases slightly (all other things being equal).

Investors should note that Strike Levels can change by more than one day's worth of leverage costs where there is more than one calendar day between Trading Days. That is, as the ASX is closed over the weekend, on public holidays and other non-Trading Days, Strike Levels will be adjusted to reflect the leverage costs in respect of these non-Trading Days on either the Trading Day before or after the relevant non-Trading Day.

The concept and calculation of the MINI Long Funding Amount and MINI Short Funding Amount is explained further in Section 1.3 below.

## Index Multiplier

The Index Multiplier has the effect of decreasing the Purchase Price for the CitiFirst Index MINI compared to the amount that would otherwise be payable to make an investment in the Underlying Index Futures directly.

The Index Multiplier is used to convert the Index Futures Level into an Australian Dollar amount for the purposes of calculating the price of a CitiFirst Index MINI.

For example, if the Index Multiplier is 0.01, the price of a CitiFirst Index MINI will be 1/100th of the difference between the Index Futures Level and the Strike Level.

Please refer to Section 1.3 below for examples of how the Index Multiplier affects the Purchase Price of a CitiFirst Index MINI. The Index Multiplier for each CitiFirst Index MINI is specified in the Term Sheet.

### Traded on ASX

As at the date of this PDS, an application has been made but approval has not yet been given for the CitiFirst Index MINIs referred to in this PDS to be admitted to trading status pursuant to the Operating Rules. Once officially quoted, CitiFirst Index MINIs will offer an investment product which can be bought and sold on the ASX, just like ordinary shares, although the market for CitiFirst Index MINIs may be less or more liquid than the market for the Underlying Index Futures.

### Exercising a CitiFirst Index MINI

Holders can exercise their CitiFirst Index MINI and receive a cash payment. Please refer to Section 1.7 for further details on exercising a CitiFirst Index MINI.

### What is the Underlying Index Futures?

The underlying instrument of the CitiFirst Index MINI is the relevant Underlying Index Futures for that warrant, as set out in the Term Sheet. The ASX codes for the relevant Underlying Index Futures appear in the Term Sheet as the first 3 letters of the ASX code for the CitiFirst Index MINI. Investors should be aware that the Underlying Index Futures is measured by the Index Futures Level.

Further information in relation to the Underlying Index, the ASX24 and the Underlying Index Futures can be found in Section 3.

### Buying CitiFirst Index MINIs

CitiFirst Index MINIs are a form of warrant quoted on the ASX. The amount paid by an investor to purchase a CitiFirst Index MINI is the Purchase Price, which is only a portion of the cost required to acquire the equivalent Underlying Index Futures or the cost of gaining exposure to the Underlying Index Futures. You pay the Purchase Price when you place an order with your broker.

CitiFirst Index MINIs provide Holders with exposure to movements in the Underlying Index Futures, as measured by the Index Futures Level:

- MINI Longs provide leveraged exposure to the Underlying Index Futures in rising markets and may be suitable for investors who believe that the Index Futures Level will increase.
- MINI Shorts provide leveraged exposure to the Underlying Index Futures in falling markets and may be suitable for investors who believe that the Index Futures Level will fall.

## 1.3 HOW IS A CITIFIRST INDEX MINI PURCHASE PRICE CALCULATED?

A CitiFirst Index MINI may only be purchased on the ASX, by using a broker.

The Purchase Price for a CitiFirst Index MINI varies throughout the Trading Day and equals the difference between the Index Futures Level and the Strike Level, multiplied by the Index Multiplier, but the Purchase Price cannot be negative. The formulae to determine the Purchase Price is shown below. The Purchase Price of a MINI Long is:

$$\text{Purchase Price} = (\text{Index Futures Level} - \text{Strike Level}) \times \text{Index Multiplier}$$

The Purchase Price of a MINI Short is:

$$\text{Purchase Price} = (\text{Strike Level} - \text{Index Futures Level}) \times \text{Index Multiplier}$$

The Strike Level reflects the level of leverage embedded in the CitiFirst Index MINI at any point in time.

### MINI Long Funding Amount and MINI Short Funding Amount

The leverage embedded in a CitiFirst Index MINI comes at a cost for the Holder.

This leverage cost is only incurred where a CitiFirst Index MINI is held overnight, rather than traded intraday (that is, bought and sold in the same Trading Day). If you dispose of your CitiFirst Index MINI on ASX before the close of trading on a particular day, then you will not incur any leverage cost for that day. If you don't want to incur any leverage costs at all, you must dispose of your CitiFirst Index MINIs before the close of trading on the Trading Day that you acquired the CitiFirst Index MINIs.

The MINI Long Funding Amount affects the Strike Level of a MINI Long as follows:

$$\text{Day 2 Strike Level} = \text{Day 1 Strike Level} + \text{MINI Long Funding Amount}$$

The MINI Short Funding Amount affects the Strike Level of a MINI Short as follows:

### Day 2 Strike Level = Day 1 Strike Level – MINI Short Funding Amount

If you hold a MINI Long overnight, the Strike Level is increased by an amount reflecting that day's leverage cost and that results in the Strike Level for the MINI Long increasing by the MINI Long Funding Amount.

If you hold a MINI Short overnight, the Strike Level is decreased by an amount reflecting that day's leverage cost and that results in the Strike Level for the MINI Short decreasing by the MINI Short Funding Amount.

All other things being equal:

- an overnight increase in the Strike Level for a MINI Long will result in a reduction in the price of the MINI Long and an increase in the leverage of the MINI Long which is economically equivalent to the Holder paying Citi an amount reflecting the MINI Long Funding Amount; and
- an overnight decrease in the Strike Level for a MINI Short will result in a reduction in the price of the MINI Short and an increase in the leverage of the MINI Short which is economically equivalent to the Holder paying Citi an amount reflecting the MINI Short Funding Amount.

### How is the MINI Long Funding Amount and MINI Short Funding Amount Calculated?

If an investor chooses to hold their CitiFirst Index MINI beyond the day it was purchased, they will incur a MINI Long Funding Amount or MINI Short Funding Amount (as applicable). Whilst these funding amounts are not physically paid, they are given effect by adding the MINI Long Funding Amount to, or subtracting the MINI Short Funding Amount from, the Strike Level (as applicable).

MINI Long Funding Amounts and MINI Short Funding Amounts are calculated by reference to the Interest Rate, which is an annual interest rate determined by Citi in its absolute discretion and published from time to time on the ASX website and on <http://www.citifirst.com.au> before the open of trading on the ASX each Trading Day.

A MINI Long Funding Amount or MINI Short Funding Amount will not be incurred if an investor buys and sells a CitiFirst Index MINI within the same Trading Day (that is, the Strike Level will not change during a Trading Day).

MINI Long Funding Amounts and MINI Short Funding Amounts are calculated as follows:

<b>MINI Long Funding Amount per day:</b>	<b><u>Interest Rate (for the MINI Long) x Strike Level</u></b> <b>365</b>
<b>MINI Short Funding Amount per day:</b>	<b><u>Interest Rate (for the MINI Short) x Strike Level</u></b> <b>365</b>

Investors can calculate the applicable MINI Long Funding Amounts or MINI Short Funding Amounts by going to the ASX website or <http://www.citifirst.com.au> where, before the open of trading on the ASX each Trading Day, the updated Strike Levels will be published and information will be available about the applicable Interest Rate and Strike Level for each CitiFirst Index MINI.

Investors should remember that Strike Levels can change by more than one day's worth of leverage costs where there is more than one day between Trading Days, as CitiFirst Index MINIs incur a leverage cost for each calendar day of the year, whether or not they are Trading Days. That is, as the ASX is closed over the weekend, on public holidays and other non-Trading Days, Strike Levels will be adjusted to reflect the leverage costs in respect of the non-Trading Days on either the Trading Day before or after the relevant non-Trading Day.

For example, where the ASX is closed over the weekend the leverage costs in respect of Saturday and Sunday will be reflected in the Strike Levels either (in Citi's absolute discretion):

- by adjusting the Strike Level before the ASX opens on the Friday before the weekend (assuming it is a Trading Day) by the leverage costs for Saturday in addition to the leverage costs for that Friday, and adjusting the Strike Level before the ASX opens on the Monday after the weekend (assuming it is a Trading Day) by the leverage costs for Sunday in addition to the leverage costs for that Monday; or
- by adjusting the Strike Level before the ASX opens on the Monday after the weekend (assuming it is a Trading Day) by the leverage costs for the Saturday and Sunday in addition to the leverage costs for that Monday.

This means that leverage costs are not smoothly applied to CitiFirst Index MINIs each Trading Day, and these fluctuations in Strike Level will generally be reflected in fluctuations in the Purchase Price.

### Examples

The following examples are provided for illustrative purposes only and are not an indication, projection or forecast by Citi of the performance of any Underlying Index Futures or any CitiFirst Index MINI, which may be significantly different to the examples below.

**Example 1: MINI Long**

**Index Futures Level:** 4,500  
**Day 1 Strike Level:** 4,000  
**Interest Rate:** 4.75% p.a.

**MINI Long Funding Amount per day:**  $\text{Interest Rate} \times \text{Strike Level} \times 1/365$   
 $(0.0475 \times 4,000 \times 1/365)$   
0.5205

**Value of MINI Long and Purchase Price:**  $(\text{Index Futures Level} - \text{Strike Level}) \times \text{Index Multiplier}$   
 $(4,500 - 4,000) \times 0.01$   
\$5.00

On Day 1, an investor buys a MINI Long for \$5.00, and holds the MINI Long overnight.

On Day 2, the MINI Long Funding Amount is added to the Strike Level:

**Day 2 Strike Level:**  $\text{Day 1 Strike Level} + \text{MINI Long Funding Amount}$   
 $(4,000 + 0.5205)$   
4,000.5205

**New Value of MINI Long and new Purchase Price:**  $(\text{Index Futures Level} - \text{Strike Level}) \times \text{Index Multiplier}$   
 $(4,500 - 4,000.5205) \times 0.01$   
\$4.9948

In this example, the Holder chooses to hold the MINI Long overnight. The value of the MINI Long decreases overnight as the MINI Long Funding Amount is added to the Strike Level.

If, on Day 2, a new investor purchases the MINI Long, the new investor would pay the new Purchase Price of \$4.9948.

- If that investor bought and sold the MINI Long on Day 2, that investor would not incur the MINI Long Funding Amount for Day 2.
- If the new investor bought the MINI Long on Day 2 and sold it on Day 3 then the new investor would incur a MINI Long Funding Amount in respect of Day 2 and the new investor would be affected by the Purchase Price decrease and Strike Level increase at the end of Day 2.

**Example 2: MINI Short**

**Index Futures Level:** 4,500  
**Day 1 Strike Level:** 5,000  
**Interest Rate:** 4.75% p.a.

**MINI Short Funding Amount per day:**  $(\text{Interest Rate} \times \text{Strike Level} \times 1/365)$   
 $(0.0475 \times 5,000 \times 1/365)$   
0.6507

**Value of MINI Short and Purchase Price:**  $(\text{Strike Level} - \text{Index Futures Level}) \times \text{Index Multiplier}$   
 $(5,000 - 4,500) \times 0.01$   
\$5.00

On Day 1, an investor buys a MINI Short for \$5.00, and holds the MINI Short overnight.

On Day 2, the MINI Short Funding Amount is subtracted from the Strike Level.

**Day 2 Strike Level:**  $\text{Day 1 Strike Level} - \text{MINI Short Funding Amount}$   
 $(5,000 - 0.6507)$   
4,999.3493

**New Value of MINI Short and new Purchase Price:**  $(\text{Strike Level} - \text{Index Futures Level}) \times \text{Index Multiplier}$   
 $(4,999.3493 - 4,500) \times 0.01$   
\$4.9935

In this example, the Holder chooses to hold the MINI Short overnight. The value of the MINI Short decreases overnight as the MINI Short Funding Amount is subtracted from the Strike Level.

If, on Day 2, a new investor purchases the MINI Short, the new investor would pay the new Purchase Price of \$4.9935.

- If that investor bought and sold the MINI Short on Day 2, that investor would not incur the MINI Short Funding Amount for Day 2.
- If the new investor bought the MINI Short on Day 2 and sold it on Day 3 then the new investor would incur a MINI Short Funding Amount in respect of Day 2 and the new investor would be affected by the Purchase Price decrease and Strike Level decrease at the end of Day 2.

The examples above show the effect of the cost of leverage on the Strike Level where a MINI Long or MINI Short is held by a Holder overnight. You should note, however, that as the ASX is closed over the weekend, on public holidays and other non-Trading Days, Strike Levels will be adjusted to reflect the leverage costs in respect of the non-Trading Days on either the Trading Day before or after the relevant non-Trading Day.

The Term Sheet identifies the Initial Strike Levels for CitiFirst Index MINIs, which are the Strike Levels for CitiFirst Index MINIs on the date of this PDS.

In addition to adding MINI Long Funding Amounts to and subtracting MINI Short Funding Amounts from the Strike Level, Citi may adjust the Strike Level in accordance with clause 1.7 of the Terms of Issue. The Strike Level does not need to be, and is not, adjusted in the event that dividends are paid in respect of Securities comprising the Underlying Index because the Index Futures Level is not affected by and does not reflect the payment of any such dividends. More information in relation to Adjustments is provided in Section 1.18.

Changes to the Strike Levels for both MINI Longs and MINI Shorts will be published on the ASX website.

### **Factors Affecting the MINI Long Funding Amount and MINI Short Funding Amount**

For both MINI Longs and MINI Shorts, the leverage cost is determined having regard to the Interest Rate, which is an annual interest rate. The Interest Rate is determined by Citi in its absolute discretion having regard to the costs that Citi incurs in providing the CitiFirst Index MINI. These costs may reflect Citi's costs for a period greater than the period of a Holder's investment in the CitiFirst Index MINIs.

The Interest Rate for each MINI Long and for each MINI Short is not disclosed in this PDS due to the fact that it changes daily and instead will be published before the open of trading on the ASX website and on <http://www.citifirst.com.au/>.

The factors impacting on Citi's determination of the Interest Rate for a MINI Long or for a MINI Short include:

- prevailing interest rates;
- the volatility and the liquidity of the Underlying Index Futures, as measured by the Index Futures Level; and
- Citi's internal costs in respect of the CitiFirst Index MINI (including for example in respect of hedging (if any), resourcing, market-making and risk management).

Generally speaking, prevailing interest rates (such as the RBA Cash Rate Target) will be the main factor affecting the Interest Rate.

If the costs that Citi incurs in making the CitiFirst Index MINI available increase, for example due to changes in market conditions, Citi has the absolute discretion to increase (including substantially increase) the Interest Rate for a MINI Long and/or for a MINI Short.

Such increases or decreases in the Interest Rate will lead to variations in the Strike Level, because the Strike Level is determined using the Interest Rate which can vary from day to day.

### **Factors affecting the Purchase Price**

The Purchase Price will vary from time to time depending on, amongst other things, the Underlying Index Futures and changes in the Index Futures Level and the Strike Level.

The table below illustrates how certain variables can affect the Purchase Price.

Variable	Change in variable	Effect on the Purchase Price for a MINI Long	Effect on the Purchase Price for a MINI Short
Strike Level	▲	▼	▲
Index Futures Level	▲	▲	▼
Interest Rate	▲	▼	▼

## 1.4 EXAMPLES OF CITIFIRST INDEX MINIS PRICING

This Section 1.4 contains some examples of how CitiFirst Index MINIs can be traded, and how the Purchase Price may change. This Section 1.4 is provided for illustrative purposes only and it is not an indication, projection or forecast by Citi of the performance of any Underlying Index Futures or any CitiFirst Index MINI, which may be significantly different to the illustration below. The examples below have been rounded to whole numbers and two decimal places.

### Example 1 MINI Long:

	Number	Index Futures Level	Strike Level	Purchase Price	Stop Loss Trigger Level	Profit/Loss ^	Return
<b>Investor buys 2,000 MINI Longs</b>	2,000	4,500	4,000.00	\$5.00	4,200		
<i>Index Futures Level rises to 4,550</i>							
Sell (same day)	2,000	4,550	4,000.00	\$5.50	4,200	\$1,000	10.00%
Sell (1 week later)	2,000	4,550	4,004.10	\$5.46	4,200	\$918	9.18%
<i>Index Futures Level falls to 4,450</i>							
Sell (same day)	2,000	4,450	4,000.00	\$4.50	4,200	-\$1,000	-10.00%
Sell (1 weeks later)	2,000	4,450	4,004.10	\$4.46	4,200	-\$1,082	-10.82%

^ Based on a total initial investment of \$10,000.

In the above example, an investor believes that the Index Futures Level will increase and so purchases 2,000 MINI Longs at \$5.00 each. On the first day in this example, the Index Futures Level is 4,500 and the MINI Longs have a Strike Level of 4,000 and an Index Multiplier of 0.01. The Purchase Price for the MINI Long is calculated as:

**(Index Futures Level – Strike Level) x Index Multiplier**

$(4,500 - 4,000) \times 0.01$ ,

and is \$5.00.

In the above example the Index Futures Level then increases by 50 to 4,550.

- If the investor sells the MINI Longs intraday, the Purchase Price of the MINI Longs increases by \$0.50 because, as noted previously, the investor participates in the movement in the Index Futures Level. The new Purchase Price of the MINI Longs is \$5.50 and the transaction results in a gain of \$1,000, ie.  $(2,000 \times (\$5.50 - \$5.00))$ .
- If the investor does not trade the MINI Longs intraday and instead holds the MINI Longs for 7 days, the Strike Level will increase over that 7 day period from 4,000 to 4,004.10 (incorporating 7 days' worth of MINI Long Funding Amounts). As a result, the Purchase Price will increase by \$0.46 over the 7 day period. The new Purchase Price is \$5.46 and a sale at this price would result in a gain of \$918 ie.  $(2,000 \times (\$5.46 - \$5.00))$ .

The example above then shows what could happen if there is a fall in the Index Futures Level by 50 to 4,450:

- If the MINI Long holder chooses to sell the MINI Longs intraday, as the Index Futures Level has decreased by 50, the Purchase Price decreases by \$0.50 to \$4.50. In this case, as the sale occurs on the day of purchase, the Strike Level does not change. In this example, the sale of 2,000 MINI Longs results in a loss of \$1,000 ie.  $(2,000 \times (\$4.50 - \$5.00))$ .
- If the MINI Long holder chooses to hold the MINI Longs for 7 days before selling them, the Strike Level will increase over that 7 day period from 4,000 to 4,004.10 (incorporating 7 days' worth of MINI Long Funding Amounts). As a result, the Purchase Price is reduced from \$5 to \$4.46 over the 7 day period. The new Purchase Price is \$4.46 and a sale at this price would result in a loss of \$1,082, ie.  $(2,000 \times (\$5 - \$4.46))$ .

**Example 2 MINI Short:**

	Number	Index Futures Level	Strike Level	Purchase Price	Stop Loss Trigger Level	Profit/Loss ^	Return
<b>Investor buys 2,000 MINI Shorts</b>	2,000	4,500.00	5,000.00	\$5.00	4,800		
<i>Index Futures Level falls to 4,450</i>							
Sell (same day)	2,000	4,450	5,000	\$5.50	4,800	\$1,000	10.00%
Sell (1 week later)	2,000	4,450	4,990.89	\$5.41	4,800	\$818	8.18%
<i>Index Futures Level rises to 4,550</i>							
Sell (same day)	2,000	4,550	5,000	\$4.50	4,800	-\$1,000	-10.00%
Sell (1 week later)	2,000	4,550	4,990.89	\$4.41	4,800	-\$1,182	-11.82%

**^ Based on a total initial investment of \$10,000.**

In the above example, an investor believes that the Index Futures Level will decrease and so purchases 2,000 MINI Shorts at \$5.00 each. On the first day in this example, the Index Futures Level is 4,500 and the MINI Shorts have a Strike Level of 5,000 and an Index Multiplier of 0.01. The Purchase Price for the MINI Short is calculated as:

**(Strike Level – Index Futures Level) x Index Multiplier**

$(5,000 - 4,500) \times 0.01,$

and is \$5.00.

In the above example the Index Futures Level then decreases by 50.

- If the investor sells the MINI Shorts intraday, the Purchase Price of the MINI Shorts increases by \$0.50. The new Purchase Price of the MINI Shorts is \$5.50 and the transaction results in a gain of \$1,000, ie.  $(2,000 \times (\$5.50 - \$5.00))$ .
- If the investor does not trade the MINI Shorts intra-day and instead holds the MINI Shorts for 7 days, the Strike Level will decrease over that 7 day period from 5,000 to 4,990.89 (incorporating 7 days' worth of MINI Short Funding Amounts). As a result, the Purchase Price will increase by \$0.41 over the 7 day period. The new Purchase Price is \$5.41 and a sale at this price would result in a gain of \$818, ie.  $(2,000 \times (\$5.41 - \$5.00))$ .

The example above then shows what could happen if there is an increase in the Index Futures Level by 50 to 4,550:

- If the MINI Short holder chooses to sell the MINI Shorts intraday, as the Index Futures Level has increased by 50, the Purchase Price decreases by \$0.50 to \$4.50. In this case, as the sale occurs on the day of purchase, the Strike Level does not change. In this example, the sale of the 2,000 MINI Shorts results in a loss of \$1,000, ie.  $(2,000 \times (\$4.50 - \$5.00))$ .
- If the MINI Short holder chooses to hold the MINI Shorts for 7 days before selling them, the Strike Level will decrease over that 7 day period from 5,000 to 4,990.89 (incorporating 7 days' worth of MINI Short Funding Amounts). As a result, the Purchase Price decreases to \$4.41 over the 7 day period. The new Purchase Price is \$4.41 and a sale at this price would result in a loss of \$1,182, ie.  $(2,000 \times (\$4.41 - \$5.00))$ .

## 1.5 HOW DOES THE STOP LOSS TRIGGER LEVEL WORK?

### What is the Stop Loss Trigger Level?

Each CitiFirst Index MINI has a stop loss feature. The effect of this stop loss feature, combined with the limited recourse nature of the leverage for a CitiFirst Index MINI, means that regardless of the movements of the Underlying Index Futures as measured by the Index Futures Level or the leverage costs incurred in relation to a CitiFirst Index MINI, the price of a CitiFirst Index MINI cannot be negative and a Holder cannot lose more than their initial Purchase Price.

The stop loss feature is achieved by the Stop Loss Trigger Level. The initial Stop Loss Trigger Level for each CitiFirst Index MINI is set out in the Term Sheet (at the front of this PDS). After the Issue Date, the Stop Loss Trigger Level can vary, having regard to movements in the Index Futures Level and the Current Strike Level. The current Stop Loss Trigger Level will be published on the ASX website and <http://www.citifirst.com.au/>.

The Stop Loss Trigger Level will be determined by Citi on the Stop Loss Reset Date, which includes each Rollover Date and on the first Trading Day of each month, having regard to the Index Futures Level and the Current Strike Level as at the relevant Stop Loss Reset Date.

- For MINI Longs, the Stop Loss Trigger Level is set at a certain amount above the Strike Level.
- For MINI Shorts, the Stop Loss Trigger Level is set at a certain amount below the Strike Level.

Trading of the Underlying Index Futures on the ASX24 takes place at different times to trading on the ASX. As a result, a Stop Loss Trigger Event may occur at a time when trading in the CitiFirst Index MINIs on ASX has ceased.

How much above or below the Strike Level the Stop Loss Trigger Level is set on a Stop Loss Reset Date depends on several factors including:

- the Strike Level and the Index Futures Level as at the Stop Loss Reset Date;
- the difference between the Strike Level and the Index Futures Level prior to Stop Loss Reset Date; and
- the historical volatility of the Underlying Index and Index Futures Level prior to Stop Loss Reset Date.

### What happens if the Stop Loss Trigger Event occurs?

A Stop Loss Trigger Event occurs if the Index Futures Level at any time during day session trading on the ASX24 trades:

- at or below the Stop Loss Trigger Level for a MINI Long; or
- at or above the Stop Loss Trigger Level for a MINI Short,

and a Market Disruption Event is not occurring.

“Day session trading” on the ASX24 is trading on the ASX24 between 9:50am and 4:30pm on a day on which the ASX24 is open for trading.

If the Stop Loss Trigger Event occurs then:

- trading in that CitiFirst Index MINI will be halted by the ASX, at Citi’s request;
- Citi will calculate the Stop Loss Amount (which may be nil) before 1pm (Sydney time) on the Trading Day after the occurrence of the Stop Loss Trigger Event;
- trading in that CitiFirst Index MINI will resume temporarily, from 2pm (Sydney time) on the Trading Day after the occurrence of the Stop Loss Trigger Event (**Stop Loss Trading Open**) until 4pm on the following Trading Day (**Stop Loss Trading Close**).

During that temporary resumption of trading, the holder of the CitiFirst Index MINIs can sell their CitiFirst Index MINIs to Citi on the ASX at the Stop Loss Amount. If the Holder doesn’t sell their CitiFirst Index MINIs to Citi before the Stop Loss Trading Close, the Holder will receive the Stop Loss Amount per CitiFirst Index MINI within 10 Business Days after the calculation of the Stop Loss Amount and their CitiFirst Index MINIs will expire when that payment is made by Citi.

If the Stop Loss Amount is nil, Citi will meet any additional liability in relation to the CitiFirst Index MINI, because the CitiFirst Index MINI is a limited recourse investment and a Holder will not be required to pay more than the Purchase Price they paid to acquire the CitiFirst Index MINI.

### How is the Stop Loss Amount calculated?

If a Stop Loss Trigger Event occurs, Citi will determine the Stop Loss Amount using the following formulae:

- For a MINI Long:

$$\text{Stop Loss Amount} = (\text{Stop Loss Termination Level} - \text{Current Strike Level}) \times \text{Index Multiplier}$$

- For a MINI Short:

$$\text{Stop Loss Amount} = (\text{Current Strike Level} - \text{Stop Loss Termination Level}) \times \text{Index Multiplier}$$

The Stop Loss Termination Level is the fair value of the Underlying Index Futures, as measured by the Index Futures Level, as determined by Citi at its sole and absolute discretion, which Citi may determine while unwinding any hedging position Citi may have on a “best effort” basis during the Stop Loss Termination Valuation Period. For a MINI Long the Stop Loss Termination Level may be an amount equal to the Current Strike Level, but it will never be less than the Current Strike Level. For a MINI Short the Stop Loss Termination Level may be an amount equal to the Current Strike Level, but it will never be greater than the Current Strike Level.

The occurrence of a Stop Loss Trigger Event and the calculation of the Stop Loss Amount is illustrated in the following examples, which are provided for illustrative purposes only and are not an indication, projection or forecast by Citi of the performance of any Underlying Index, the Underlying Index Futures as measured by the Index Futures Level or any CitiFirst Index MINI, which may be significantly different to the examples below.



**Stop Loss Example 1: MINI Long:**

	Underlying Index Futures	Index Futures Level	Strike Level	Stop Trigger Level	Loss	Purchase Price
Buy	SPI 200™ Index Futures Contract	4,500	4,000	4,200		\$5.00
Day 1	<p>Negative news is released to the market and the level of the SPI 200™ Index Futures Contract falls below the Stop Loss Trigger Level of 4,200, causing a Stop Loss Trigger Event to occur.</p> <p>MINI Long trading is halted.</p> <p>Citi unwinds any hedge it may have by selling the Underlying Index Futures at an average level of 4,180 (this is the Stop Loss Termination Level). If Citi does not hedge, Citi may nevertheless determine the average sale level and fair value to be 4,180.</p>					
Day 2, 2:00pm	<p>Trading in the MINI Longs resumes temporarily but Holders can only sell them to Citi at the Stop Loss Amount.</p>					
Day 3, 4:00pm	<p>Trading in the MINI Longs ceases.</p>					
	Underlying Index Futures	Strike Level	Stop Loss Termination Level	Stop Loss Amount	Loss on Trade	
Close-out	SPI 200™ Index Futures Contract	4,000	4,180	\$1.80	-\$3.20	

The example in the table above shows a MINI Long with a Strike Level of 4,000, where the Index Futures Level is 4,500. The Stop Loss Trigger Level in this example is 4,200. In this scenario, the Index Futures Level falls below the Stop Loss Trigger Level, at which point a Stop Loss Trigger Event occurs, trading in the MINI Long is halted and Citi determines the average sale level and fair value of Underlying Index Futures to be 4,180. On the following Trading Day at 2:00pm, trading in the affected Series of MINI Longs resumes temporarily, giving Holders the opportunity to sell their MINI Longs back to Citi before 4pm on the following Trading Day at the Stop Loss Amount.

Citi will determine the Stop Loss Amount using the following formula:

$$\text{Stop Loss Amount} = (\text{Stop Loss Termination Level} - \text{Current Strike Level}) \times \text{Index Multiplier}$$

Assuming that the Index Multiplier for the MINI Long is 0.01, Holders of the MINI Long in this example will receive a Stop Loss Amount of  $(4,180 - 4,000) \times 0.01$  ie. \$1.80 per MINI Long, meaning a loss for the Holder of \$3.20 per MINI Long.

In this example, if the Holder does not sell their MINI Longs back to Citi during the temporary resumption of trading between Stop Loss Trading Open and Stop Loss Trading Close:

- the Holder will receive the Stop Loss Amount per MINI Long within 10 Business Days of the Stop Loss Amount being calculated; and
- the MINI Longs will expire on Citi's payment of the Stop Loss Amount (or if no Stop Loss Amount is payable on the date 10 Business Days after the Stop Loss Trading Close).

**Stop Loss Example 2: MINI Short:**

	Underlying Index Future	Index Futures Level	Strike Level	Stop Loss Trigger Level	Purchase Price
Buy	SPI 200™ Index Futures Contract	4,500	5,000	4,800	\$5.00
Day 1	Positive news is released to the market and the level of the SPI 200™ Index Futures Contract rises above the Stop Loss Trigger Level of 4,800, causing a Stop Loss Trigger Event to occur.  MINI Short trading is halted.  Citi unwinds any hedge it may have by purchasing the Underlying Index Futures at an average level of 4,820 (this is the Stop Loss Termination Level). If Citi does not hedge, Citi may nevertheless determine the average sale level and fair value to be 4,280.				
Day 2, 2:00pm	Trading in the MINI Shorts is resumed temporarily but Holders can only sell them to Citi at the Stop Loss Amount.				
Day 3, 4:00pm	Trading in the MINI Shorts ceases.				
	Underlying Index Future	Strike Level	Stop Loss Termination Level	Stop Loss Amount	Loss on Trade
Close-out	SPI 200™ Index Futures Contract	5,000	4,820	\$1.80	-\$3.20

The example in the table above shows a MINI Short with a Strike Level of 5,000, where the Index Futures Level is 4,500. The Stop Loss Trigger Level in this example is 4,800. In this scenario, the Index Futures Level rises above the Stop Loss Trigger Level at which point a Stop Loss Trigger Event occurs, trading in the MINI Short is halted and Citi determines the average sale level and fair value of Underlying Index Futures to be 4,820. On the following Trading Day at 2:00pm, trading in the affected Series of MINI Shorts resumes temporarily, giving Holders the opportunity to sell their MINI Shorts back to Citi before 4pm on the following Trading Day at the Stop Loss Amount.

Citi will determine the Stop Loss Amount using the following formula:

$$\text{Stop Loss Amount} = (\text{Current Strike Level} - \text{Stop Loss Termination Level}) \times \text{Index Multiplier}$$

Assuming that the Index Multiplier for the MINI Short is 0.01, Holders of the MINI Short in this example will receive a Stop Loss Amount of  $(5,000 - 4,820) \times 0.01$  i.e. \$1.80 per MINI Short, meaning a loss for the Holder of \$3.20 (i.e. \$1.80-5.00) per MINI Short.

In this example, if the Holder did not sell their MINI Shorts back to Citi during the temporary resumption of trading between Stop Loss Trading Open and Stop Loss Trading Close:

- the Holder will receive the Stop Loss Amount per MINI Short within 10 Business Days of the Stop Loss Amount being calculated; and
- the MINI Shorts will expire on Citi's payment of the Stop Loss Amount (or if no Stop Loss Amount is payable on the date 10 Business Days after the Stop Loss Trading Close).

## 1.6 ROLLING OF INDEX FUTURES

The CitiFirst Index MINIs provide Holders with a leveraged exposure to the Underlying Index Futures, as measured by the Index Futures Level.

Unlike the CitiFirst Index MINIs, which don't have an expiry date, the Underlying Index Futures have periodic expiry dates. As a result, each Underlying Index Futures will be "rolled over" to the next liquid Underlying Index Futures just prior to its expiry. Citi intends to achieve this rollover by closing out the expiring Underlying Index Futures and entering into new Underlying Index Futures on the same terms as the expiring Underlying Index Futures, except for a different expiry date, on or about the Rollover Date.

When this rollover happens, the price of the expiring Underlying Index Futures and the price of the new Underlying Index Futures (as measured by the Index Futures Level) may be different. To ensure that such a rollover does not affect the CitiFirst Index MINIs, Citi may adjust the Strike Level and the Stop Loss Trigger Level to reflect the price of the new Underlying Index Futures on a rollover.

### *Example of a Strike Level adjustment for a quarterly rollover*

Original Strike Level	Stop Loss Trigger Level	Index Multiplier	Index Futures Level (Dec)	Index Futures Level (Mar)	New Strike Level
4,000	4,200	AUD 0.01	4,500	4,525	4,025

Adjusted Strike Level = Current Strike Level + (March Index Futures Level – December Index Futures Level)  
 = 4,000 + (4,525 – 4,500)  
 = 4,025

Purchase Price of MINI Long pre rollover = (Index Futures Level – Current Strike Level) x Index Multiplier  
 = (4,500 – 4,000) x 0.01  
 = \$5.00

Purchase Price of MINI Long post rollover = (Index Futures Level – adjusted Strike Level) x Index Multiplier  
 = (4,525 – 4,025) x 0.01  
 = \$5.00

## 1.7 HOW ARE CITIFIRST INDEX MINIS EXERCISED & WHAT WILL A HOLDER RECEIVE UPON EXERCISE?

CitiFirst Index MINIs are open-ended financial products for the purposes of trading, with no fixed expiry date. CitiFirst Index MINIs are "American Style" warrant instruments, meaning that they can be exercised at any time.

CitiFirst Index MINIs only expire if a Stop Loss Trigger Event occurs, the Holder exercises the CitiFirst Index MINI, Citi terminates the CitiFirst Index MINI on a month's notice, or if an Extraordinary Termination Event occurs.

A CitiFirst Index MINI cannot be exercised if:

- a Stop Loss Trigger Event has occurred; or
- if an Extraordinary Termination Event has occurred (unless if an Extraordinary Termination Event has been declared, Citi has paid the Termination Amount to the Holder in relation to those CitiFirst Index MINIs),

including if the Stop Loss Trigger Event or Extraordinary Termination Event occurs between the time a Holder contacts Citi to exercise a CitiFirst Index MINI and the date when the Exercise Notice is actually received by Citi (the Exercise Date).

When a CitiFirst Index MINI is exercised, only cash settlement is permitted, (referred to as "Cash Settlement" in this PDS). This means that Holders may not take physical delivery of the Securities making up the Underlying Index or the Underlying Index Futures on exercise of a CitiFirst Index MINI.

To exercise a CitiFirst Index MINI, the Holder must:

- contact Citi on 1300 30 70 70 to obtain a "locked in" Strike Level (referred to in this PDS as the "Locked In Strike Level") for the CitiFirst Index MINI and an Exercise Reference Number; and
- provide an Exercise Notice to Citi, specifying the number of CitiFirst Index MINIs to be exercised.

In order for the Holder to "lock in" a Strike Level for, and effectively exercise, the CitiFirst Index MINI:

- the Holder must provide an Exercise Notice to Citi identifying the Holder's Exercise Reference Number and the Locked In Strike Level given to the Holder by Citi; and

- such Exercise Notice must be received by Citi within 2 Business Days of the Holder obtaining the Exercise Reference Number and Locked In Strike Level.

If both of the above requirements for Exercise are satisfied, the Strike Level for the purposes of that Exercise will be the Locked In Strike Level offered by Citi.

You should note that it is possible that the Index Futures Level will move significantly such that a Stop Loss Trigger Event occurs in the period between the Holder contacting Citi to obtain a Locked In Strike Level and Citi receiving the Exercise Notice. Alternatively, an Extraordinary Termination Event may occur in this timeframe. If the CitiFirst Index MINI has been terminated or suspended from trading for any reason before an Exercise Notice is received by Citi, including due to a Stop Loss Trigger Event or Extraordinary Termination Event occurring, the Exercise Notice is null and void. This means that the amount that a Holder receives (which in the case of a Stop Loss Trigger Event occurring will be the Stop Loss Amount and in the case of an Extraordinary Termination Event occurring will be the Termination Amount) may be less than the amount that a Holder was expecting to receive on the Exercise of a CitiFirst Index MINI, and may even be nil.

The amount that a Holder receives on the Exercise of a CitiFirst Index MINI is determined net of the Exercise Fee. The amount of the Exercise Fee is determined by Citi in respect of each Exercise but it cannot exceed 1% of the Purchase Price as at the close of trading on the Exercise Date. If Holders choose to sell their CitiFirst Index MINIs on market, instead of Exercising their CitiFirst Index MINIs, they may be charged a brokerage fee by their broker but they won't incur the Exercise Fee.

Once an Exercise Notice is received by Citi, it cannot be revoked. Further, CitiFirst Index MINIs cannot be traded after an Exercise Notice is received by Citi.

Citi will only accept a valid Exercise Notice in accordance with clause 3 of the Terms of Issue. For an Exercise Notice to be effective, amongst other things:

- the Exercise Notice must relate to the exercise of a specified number of CitiFirst Index MINIs; and
- prior to the Exercise Notice being received by Citi, a Stop Loss Trigger Event must not have occurred in relation to the CitiFirst Index MINIs being exercised; and
- prior to the Exercise Notice being received by Citi, an Extraordinary Termination Event must not have occurred in relation to the CitiFirst Index MINIs being exercised (unless, if an Extraordinary Termination Event has been declared, Citi has paid the Termination Amount to the Holder in relation to those CitiFirst Index MINIs); and
- the CitiFirst Index MINIs being exercised must not have terminated or been suspended from trading for any reason.

### What does a CitiFirst Index MINI holder receive when they Exercise a CitiFirst Index MINI?

The amount that a Holder receives on the Exercise of a CitiFirst Index MINI is the Exercise Amount.

- If a MINI Long holder exercises their MINI Long, they will receive:

$$[(\text{Final Reference Level} - \text{Current Strike Level}) \times \text{Index Multiplier}] - \text{Exercise Fee}$$

- If a MINI Short holder exercises their MINI Short, they will receive:

$$[(\text{Current Strike Level} - \text{Final Reference Level}) \times \text{Index Multiplier}] - \text{Exercise Fee}$$

Unless a Market Disruption Event occurs on the Exercise Date, the Final Reference Level will be the Index Futures Level at the Closing Time on the Exercise Date as determined by Citi and the Current Strike Level is the Strike Level on the Exercise Date (unless the Holder has "locked in" a Strike Level, as explained earlier in this Section 1.7). Please see Section 2 below for more information on exercising CitiFirst Index MINIs.

Following the Exercise of a CitiFirst Index MINI, Citi will pay the Exercise Amount to the person who exercised the CitiFirst Index MINI 5 Business Days after the Exercise Date (on the Settlement Date).

## 1.8 WHAT ARE THE KEY BENEFITS A HOLDER MAY RECEIVE?

CitiFirst Index MINIs have the following key features and offer investors the following benefits:

- a way to gain leveraged exposure to the Underlying Index Futures (as measured by the Index Futures Level) without the risk of margin calls (and with a stop loss feature which can close out your investment in the event of adverse market movements);
- gaining exposure via the Underlying Index Futures (as measured by the Index Futures Level) to a broad cross-section of quoted Securities;
- no collateral requirements;

- gaining exposure to the Underlying Index Futures (as measured by the Index Futures Level) for less than the upfront cost of a direct investment in the Securities making up the Underlying Index or the cost of gaining exposure to the Underlying Index Futures itself. This gives the potential for greater returns than the equivalent exposure to the Underlying Index Futures due to the leverage provided by CitiFirst Index MINIs;
- leverage that is limited recourse, ensuring the value of a CitiFirst Index MINI will not be negative, and a Holder will not be required to pay more than their Purchase Price;
- the ability to buy and sell CitiFirst Index MINIs on the ASX during market hours, at any time prior to a Stop Loss Trigger Event or an Extraordinary Termination Event occurring;
- the comfort of knowing CitiFirst Index MINIs are supervised by the ASX;
- the ability to take advantage of both rising and falling markets;
- no maturity date;
- the knowledge that Citi, as the issuer of CitiFirst Index MINIs, is a leading global financial institution;
- for Holders with existing investments in the Underlying Index Futures or Securities making up the Underlying Index, the ability to protect against movements in the Underlying Index Futures, as measured by the Index Futures Level, without having to transact in those existing investments; and
- no leverage costs (in the form of the MINI Long Funding Amounts and MINI Short Funding Amounts that are added to or subtracted from the Strike Level) so long as investors buy and sell their CitiFirst Index MINIs on the same Trading Day.

## 1.9 WHAT ARE THE KEY RISKS A CITIFIRST INDEX MINI HOLDER MAY BE EXPOSED TO?

Investing in CitiFirst Index MINIs involves a significant degree of risk. Like any investment that offers the potential for profit, there is a corresponding potential for loss. Some of the risks of investing in CitiFirst Index MINIs include:

- CitiFirst Index MINIs are speculative and a Holder could lose all of their Purchase Price;
- the CitiFirst Index MINIs may decrease in value at a greater rate than an investment providing exposure to the Underlying Futures Index itself or to the Securities making up the Underlying Index;
- the leverage incorporated in CitiFirst Index MINIs has the potential to magnify losses (as well as gains) and gives rise to leverage costs where the CitiFirst Index MINIs are held overnight, in the form of the MINI Long Funding Amount and the MINI Short Funding Amount;
- the market for CitiFirst Index MINIs may be less liquid than the market for the Underlying Index Futures or the Securities making up the Underlying Index;
- the Interest Rate for each CitiFirst Index MINI (whether a MINI Long or a MINI Short) may be different from one another and may increase or decrease daily leading to changes in the MINI Long Funding Amount and the MINI Short Funding Amount;
- if a Stop Loss Trigger Event or Extraordinary Termination Event occurs, the Stop Loss Amount or Termination Amount (as applicable) may be nil, causing the Holder to lose their entire investment;
- the value at which a CitiFirst Index MINI may be bought or sold on the ASX is expected to be dependent upon such factors as the Index Futures Level, the volatility of the Underlying Index and the Index Futures Level, the Strike Level, the Index Multiplier, the Interest Rate and risks applicable to stock markets generally;
- the value of the CitiFirst Index MINIs depends on the ability of Citi to fulfil its obligations under the Terms of Issue on Exercise, early termination or expiry;
- investors should be aware that there is no firm indication as to how the CitiFirst Index MINIs or the Underlying Index Futures will trade in the secondary market, nor is there any guarantee as to whether these markets will be liquid. In particular, Holders may not be able to buy and sell their CitiFirst Index MINIs intraday, in which case they will be required to hold their CitiFirst Index MINIs overnight and funding costs will be incurred in the form of the MINI Long Funding Amount or the MINI Short Funding Amount;
- general movement in local and international stock markets, prevailing and anticipated economic conditions and interest rates, investor sentiment and general economic conditions could all affect the market price of CitiFirst Index MINIs (similar to the way that they affect other investments);
- investors should note that a number of provisions of the Terms of Issue confer discretions on Citi which could affect the value of CitiFirst Index MINIs. These include the powers to nominate Extraordinary Events and to calculate or modify the method of calculation of the Interest Rate, Strike Level and Stop Loss Trigger Level;
- a number of risks may exist and impact on a Holder of a CitiFirst Index MINI as a result of changes to legislation or its interpretation, including in Australia and overseas jurisdictions and including taxation laws, corporations

and regulatory laws. Prospective investors should seek independent professional advice on the nature of these risks;

- Citi and other companies in the Citigroup Inc. group of companies may buy and sell CitiFirst Index MINIs, Underlying Index Futures, Securities making up the Underlying Index, investments providing exposure to the Underlying Index or the Underlying Index Futures and other Securities or interests relating to CitiFirst Index MINIs or the Underlying Index Futures, the Underlying Index or the Securities making up the Underlying Index, either as principal or agent. This trading may impact positively or negatively on the price at which CitiFirst Index MINIs trade on ASX;
- trading of CitiFirst Index MINIs on the market conducted by ASX may be halted or suspended by ASX. This may occur whenever ASX deems such action appropriate in the interests of maintaining a fair and orderly market in CitiFirst Index MINIs or otherwise deems such action advisable in the public interest or to protect investors; and
- trading of the Underlying Index Futures on the ASX24 takes place at different times to trading on the ASX. As a result, a Stop Loss Trigger Event may occur at a time when trading in the CitiFirst Index MINIs on ASX has ceased.

A full description of risk factors relating to investing in CitiFirst Index MINIs can be found in Section 4 of this PDS.

Investors should consult their stockbroker or financial adviser to ascertain the suitability of investing in CitiFirst Index MINIs as part of their particular investment strategies.

## 1.10 IN WHAT CIRCUMSTANCES CAN A HOLDER RECEIVE THESE BENEFITS?

Circumstances in which a CitiFirst Index MINI transaction will be profitable are:

- In the case of a MINI Long, this is when the Purchase Price of the MINI Long has increased since the MINI Long was purchased (including taking into account the effect of any MINI Long Funding Amounts). That is:

$$(\text{current Index Futures Level} - \text{Current Strike Level}) \times \text{Index Multiplier}$$

is greater than

$$(\text{Original Index Futures Level} - \text{Original Strike Level}) \times \text{Index Multiplier}$$

- In the case of a MINI Short, this is when the Purchase Price of the MINI Short has increased since the MINI Short was purchased (including taking into account the effect of any MINI Short Funding Amounts). That is:

$$(\text{Current Strike Level} - \text{current Index Futures Level}) \times \text{Index Multiplier}$$

is greater than

$$(\text{Original Strike Level} - \text{Original Index Futures Level}) \times \text{Index Multiplier}$$

## 1.11 HOW MUCH DO CITIFIRST INDEX MINIS COST?

An investment in CitiFirst Index MINIs involves a Purchase Price, and may also involve a MINI Long Funding Amount or MINI Short Funding Amount. More information in relation to the Purchase Price, MINI Long Funding Amounts, MINI Short Funding Amounts and the Strike Level is provided in Section 1.3 above.

The actual Purchase Price investors will pay is not determined until the date and time of purchase and is therefore not disclosed in this PDS. Investors wishing to purchase CitiFirst Index MINIs in the secondary market will be able to determine the price at which the CitiFirst Index MINIs are trading in a number of ways, including accessing the relevant information online (through the ASX website) or contacting Citi on 1300 30 30 70, or their stockbroker or other financial adviser.

## 1.12 ARE THERE ANY COMMISSIONS OR FEES PAYABLE?

A Holder will not pay any fees or commissions to Citi in relation to the purchase of CitiFirst Index MINIs. Citi will not charge you brokerage on transactions in CitiFirst Index MINIs. Brokerage may be charged by your broker when transacting in CitiFirst Index MINIs. Also, your financial adviser may charge you a fee in connection with advice relating to transacting in CitiFirst Index MINIs. An Exercise Fee is also payable if a Holder decides to exercise their CitiFirst Index MINIs rather than sell them on market. The amount that a Holder receives on the Exercise is determined net of the Exercise Fee, which is paid to Citi, and which may be up to 1% of the Purchase Price as at the close of trading on the Exercise Date. More information in relation to the costs and fees in relation to CitiFirst Index MINIs is provided in Section 6 below.

### 1.13 ARE CITIFIRST INDEX MINIS A SUITABLE INVESTMENT FOR ME?

The CitiFirst Index MINIs referred to in this PDS are speculative and offer investors the following features:

- the ability to leverage exposure to the Underlying Index Futures as measured by the Index Futures Level;
- the potential to make money on rising markets (with MINI Longs) or falling markets (with MINI Shorts);
- leverage without the risks of margin calls;
- for Holders with existing investments in the Underlying Index Futures or in the Securities making up the Underlying Index, or investments providing exposure to the Underlying Index Futures, the potential to protect against movements in the Underlying Index Futures as measured by the Index Futures Level, without having to transact in those investments;
- leverage costs (the MINI Long Funding Amount and MINI Short Funding Amount) that only apply if CitiFirst Index MINIs are held overnight; and
- greater volatility and price movement than a direct investment in the Securities making up the Underlying Index or in the Underlying Index Futures.

Potential investors should refer to Section 4 of this PDS and understand the risks relating to the CitiFirst Index MINIs, and should, in conjunction with their professional advisers, make an assessment of whether CitiFirst Index MINIs are a suitable investment for them before any decision is made to invest.

### 1.14 WHAT IS THE UNDERLYING INDEX FUTURES?

The Underlying Index Futures for each CitiFirst Index MINI is specified in the Term Sheet and is measured by the Index Futures Level and the details of the Underlying Index Futures for a Series appear in the Term Sheet. Further information on the Underlying Index and the Underlying Index Futures and dealings in relation to them appear in Section 3 of this PDS.

### 1.15 CAN THE TERMS OF ISSUE OF CITIFIRST INDEX MINIS CHANGE?

Citi may from time to time change the Terms of Issue and notify Holders of the change. Generally, a change to the Terms of Issue requires notification to the ASX or approval by a resolution of Holders.

Please refer to clause 5.1 of the Terms of Issue for further information on variations to the Terms of Issue.

### 1.16 WHAT ARE THE TAX CONSEQUENCES OF INVESTING IN CITIFIRST INDEX MINIS?

The acquisition, dealing in, and exercise of CitiFirst Index MINIs may have income tax or capital gains tax implications for Holders, depending upon their own individual circumstances. See Section 5 of this PDS for details. Investors should obtain their own independent taxation advice prior to making any decision to invest in the CitiFirst Index MINIs.

Prospective investors should also review Section 5.8 of this PDS for a description of the application of section 871(m) of the United States Internal Revenue Code to CitiFirst Index MINIs linked to Underlying Indices that include US equities.

### 1.17 WHEN DO CITIFIRST INDEX MINIS EXPIRE?

CitiFirst Index MINIs are open-ended investment products, meaning they do not have a fixed maturity date, and that they do not have to be exercised by a particular time. While CitiFirst Index MINIs do not have a fixed maturity date, they may expire.

A CitiFirst Index MINI will expire:

- a) if a Stop Loss Trigger Event occurs, and a Stop Loss Amount is not payable, ten Business Days after the Stop Loss Trading Close, or if a Stop Loss Trigger Event occurs and a Stop Loss Amount is payable, on Citi's payment of the Stop Loss Amount. This is explained in Section 1.5 (above);
- b) if the CitiFirst Index MINI terminates in accordance with the Terms of Issue following an Extraordinary Termination Event. In this case the CitiFirst Index MINI expires on the Termination Date. Please refer to Section 2.5 (below) for more information on Extraordinary Events;
- c) if Citi gives CitiFirst Index MINI holders at least one calendar month's notice of its intention to terminate. In this case the CitiFirst Index MINI expires on the Termination Date. Citi cannot give an Issuer Call Notice until at least three months after the Issue Date; or
- d) if a CitiFirst Index MINI holder exercises the CitiFirst Index MINI. In this situation, that holder's CitiFirst Index MINIs will expire on the 5th Business Day after the Exercise Date.

If CitiFirst Index MINIs expire in the situation in paragraph (a) above, the Holder will receive the Stop Loss Amount.

If CitiFirst Index MINIs expire in the situation in paragraphs (b) or (c) above, the Holder will receive the Termination Amount, which is explained in Sections 2.4 and 2.5 below.

If CitiFirst Index MINIs expire in the situation in paragraph (d) above, the Holder will receive the Exercise Amount, which is explained in Section 1.6 above.

Holders of CitiFirst Index MINIs should understand that the Stop Loss Amount, the Termination Amount and the Exercise Amount are calculated in different ways and that the amount that they receive on the expiry of a CitiFirst Index MINI will vary depending on the situation in which the CitiFirst Index MINI expires.

### **1.18 WHEN WILL THE TERMS OF CITIFIRST INDEX MINIS BE ADJUSTED?**

In addition to adding MINI Long Funding Amounts to the Strike Level, and subtracting the MINI Short Funding Amounts from the Strike Level, Citi may adjust the Strike Level in connection with rollovers of the Underlying Index Futures. When Underlying Index Futures rollover, as explained in Section 1.6, the level of the expiring Underlying Index Futures and the level of the new Underlying Index Futures may be different before and after the rollover. To ensure that such a rollover does not affect the CitiFirst Index MINIs, Citi may adjust the Strike Level and the Stop Loss Trigger Level to reflect the price of the new Underlying Index Futures on a rollover. Also, following an Adjustment Event substitute or adjust the Underlying Index, the Underlying Index Futures, the description of the CitiFirst Index MINIs, the Strike Level, the Current Strike Level, the MINI Short Funding Amount, the MINI Long Funding Amount, the Stop Loss Trigger Level, the Index Multiplier or any other terms of the CitiFirst Index MINI where Citi reasonably believes that the adjustment is equitable, fair and appropriate to put Citi and the Holder in a position, after the Adjustment Event, which is as similar as reasonably practicable to the position that they were in prior to the Adjustment Event. Please refer to clause 1.7 of the Terms of Issue for further information. Adjustment Events are set out in full in Section 10 but include, amongst other things, the following:

- a) any event which occurs which is beyond Citi's reasonable control and which Citi determines in good faith, will render Citi's performance of its present or future obligations in relation to the CitiFirst Index MINIs, impossible, unlawful, illegal or otherwise prohibited by law;
- b) a Market Disruption Event;
- c) a Citi Hedging Event;
- d) an Extraordinary Event; and
- e) any actual or proposed event which (in Citi's reasonable opinion) is reasonably expected to result in the occurrence of any of the events set out in paragraphs (a) to (d) above.

Citi may also change the Terms of Issue and notify Holders of the change. Generally, a change to the Terms of Issue requires notification to the ASX or approval by a resolution of the Holders. For more information please see clause 5.1 of the Terms of Issue.

### **1.19 CAN I TRADE MY CITIFIRST INDEX MINIS?**

Yes, once the CitiFirst Index MINIs have been admitted to trading status by the ASX, a Holder will be able to buy or sell CitiFirst Index MINIs on the ASX in the same way that ordinary securities can be bought or sold on the ASX.



# SECTION 2 – MATURITY

## 2.1 HOW DO YOU EXERCISE CITIFIRST INDEX MINIS?

An Exercise Notice for CitiFirst Index MINIs appears at the back of this PDS and includes detailed instructions on how it should be completed. The Exercise Notice must be completed in accordance with the instructions set out in the Exercise Notice. If it is not properly completed it will be invalid. See clause 3 of the Terms of Issue for further details of the requirements for completing a valid Exercise Notice.

Once received by Citi, a valid Exercise Notice is irrevocable and will be acted upon by Citi unless it is overridden by a Stop Loss Trigger Event, as explained in Section 2.3, or an Extraordinary Termination Event occurs, as explained in Section 2.5.

Any Exercise Notice received by Citi on any non-Business Day or after 2pm on any Business Day is taken to have been received at 9am on the following Business Day.

CitiFirst Index MINIs can only be settled by Cash Settlement (rather than taking physical delivery of the Underlying Index Futures).

Following the exercise of a CitiFirst Index MINI, Citi will pay the Exercise Amount to the person who exercised the CitiFirst Index MINI 5 Business Days after the Exercise Date (on the Settlement Date).

An Exercise Date may, at Citi's option, be postponed by up to 10 Business Days if an Extraordinary Postponing Event is declared under clause 2.3 of the Terms of Issue. If an Extraordinary Postponing Event is declared, Citi will notify Holders by a notice given in accordance with the Terms of Issue.

## 2.2 WHAT HAPPENS IF I DO NOT EXERCISE MY CITIFIRST INDEX MINIS?

CitiFirst Index MINIs are open-ended investment products, meaning that they do not have a fixed maturity date, and do not have to be exercised by a particular time.

While CitiFirst Index MINIs do not have a fixed maturity date, a CitiFirst Index MINI will expire following an Issuer Call, an Extraordinary Termination Event or a Stop Loss Trigger Event, or on the exercise of the CitiFirst Index MINI. Please see Section 1.17 above for more information.

On the expiry of a CitiFirst Index MINI a Holder may receive a Stop Loss Amount, a Termination Amount or an Exercise Amount, depending on the situation in which the CitiFirst Index MINI expires. This is explained in Section 1.17 above.

## 2.3 WHAT HAPPENS IF A STOP LOSS TRIGGER EVENT OCCURS?

If the Index Futures Level at any time during day session trading on the ASX24 is:

- at or below the Stop Loss Trigger Level for a MINI Long; or
- at or above the Stop Loss Trigger Level for a MINI Short,

a Stop Loss Trigger Event occurs, unless there is a Market Disruption Event at that time.

If a Stop Loss Trigger Event occurs, Holders:

- will have a limited opportunity to sell their CitiFirst Index MINIs to Citi on market for the Stop Loss Amount between the Stop Loss Trading Open and the Stop Loss Trading Close; and
- who do not sell their CitiFirst Index MINIs to Citi before the Stop Loss Trading Close will receive the Stop Loss Amount from Citi within 10 Business Days of the Stop Loss Amount being calculated.

More information in relation to what happens following a Stop Loss Trigger Event and the options of Holders following a Stop Loss Trigger Event is set out in Section 1.5 above.

If a Stop Loss Trigger Event occurs after:

- Citi has given an Issuer Call Notice, then the Stop Loss Trigger Event will override the Issuer Call Notice provided that the Stop Loss Trigger Event occurs on or before the Issuer Call Date; or
- a Holder has submitted a valid Exercise Notice to Citi, then the Stop Loss Trigger Event will override the Exercise Notice provided that the Stop Loss Trigger Event occurs on or before the Exercise Date.

## 2.4 WHAT HAPPENS IF AN ISSUER CALL OCCURS?

By giving Holders at least one calendar month's notice, Citi may, acting commercially reasonably, terminate a Series of CitiFirst Index MINIs (in whole but not in part).

This is referred to as an Issuer Call but Citi cannot give notice of an Issuer Call until the Issuer Call Commencement Date, which is at least three months after the Issue Date.

The Issuer Call Notice will nominate a date to be the Issuer Call Date, which will generally be five Business Days after the expiry of the calendar month's notice of the Issuer Call. The Issuer Call Date can be postponed to a later date than the date nominated in the Issuer Call Notice if the nominated date is not a Trading Day or if a Market Disruption Event occurs.

If an Issuer Call Notice is given in relation to a CitiFirst Index MINI and a Stop Loss Trigger Event or Extraordinary Termination Event does not occur in relation to that CitiFirst Index MINI on or before the

Issuer Call Date then Citi will pay the Holder of that CitiFirst Index MINI the Termination Amount 5 Business Days after the Issuer Call Date (on the Settlement Date).

The Termination Amount is determined as follows:

- a) for a MINI Long:  

$$[(\text{Final Reference Level} - \text{Current Strike Level}) \times \text{Index Multiplier}] \text{ less Expenses; or}$$
- b) for a MINI Short:  

$$[(\text{Current Strike Level} - \text{Final Reference Level}) \times \text{Index Multiplier}] \text{ less Expenses,}$$

provided that the Termination Amount cannot be less than zero.

Expenses are incidental costs reasonably incurred by Citi and may be up to 20% of the Termination Amount.

## 2.5 WHAT HAPPENS IF AN EXTRAORDINARY EVENT OCCURS?

Extraordinary Events are set out in clause 2.1 of the Terms of Issue. They include:

- the removal from quotation on the ASX, the withdrawal from admission to trading status on the ASX or the suspension of trading status on the ASX of the Securities comprising a material percentage of the weight of the Underlying Index or the CitiFirst Index MINIs (other than where the withdrawal or suspension of the CitiFirst Index MINIs is caused by Citi);
- the suspension or a material limitation of trading in securities generally on ASX;
- the temporary or permanent discontinuance or unavailability of the Index Futures Level; and
- any event that may reasonably be expected by Citi to lead to a material limitation on Citi's ability to hedge CitiFirst Index MINIs or to maintain a secondary market in CitiFirst Index MINIs.

If a Stop Loss Trigger Event occurs, the Stop Loss Trigger Event is not, of itself, an Extraordinary Event.

If an Extraordinary Event occurs:

- and, in Citi's reasonable opinion, is continuing and is likely to continue, Citi may declare the Extraordinary Event to be an "Extraordinary Termination Event" and to terminate the affected CitiFirst Index MINIs; or
- an Adjustment may occur. This is possible because Adjustment Events include Extraordinary Events, as explained in Section 1.18.

As soon as reasonably possible after an Extraordinary Termination Event is declared, Citi will publicly announce the termination of the applicable Series of CitiFirst Index MINIs and the Termination Date for that Series, in a manner reasonably satisfactory to ASX.

If an Extraordinary Termination Event is declared in relation to a CitiFirst Index MINI, then:

- Citi will pay the Holder of that CitiFirst Index MINI the Termination Amount 5 Business Days after the date on which that Extraordinary Termination Event is declared (on the Settlement Date); and
- the CitiFirst Index MINI will terminate on the Termination Date.

A Termination Amount is calculated for an Extraordinary Termination Event in the same way that it is calculated for an Issuer Call. Please see Section 2.4 above for more information.

A date nominated and agreed with the ASX to be the Termination Date in respect of an Extraordinary Termination Event, may, at Citi's option, be postponed by up to 10 Business Days if an Extraordinary Postponing Event is declared under clause 2.3 of the Terms of Issue. If an Extraordinary Postponing Event is declared Citi will notify Holders in accordance with the Terms of Issue.

If an Extraordinary Termination Event occurs after:

- Citi has given an Issuer Call Notice, then the Extraordinary Termination Event will override the Issuer Call Notice provided that the Extraordinary Termination Event occurs on or before the Issuer Call Date;
- a Holder has submitted a valid Exercise Notice to Citi, then the Extraordinary Termination Event will override the Exercise Notice provided that the Extraordinary Termination Event occurs on or before the Settlement Date; or
- a Stop Loss Trigger Event has occurred, then the Extraordinary Termination Event will override the Stop Loss Trigger Event provided that the Extraordinary Termination Event occurs on or before the Stop Loss Trading Open.

# SECTION 3 – THE UNDERLYING INDEX AND INDEX FUTURES

## 3.1 INTRODUCTION

The Underlying Index Futures for the CitiFirst Index MINIs referred to in this PDS is identified in the Term Sheet and is the SPI 200™ Index Futures Contract.

The SPI 200™ Index Futures Contract is based on the S&P/ASX 200 Index. The SPI 200™ Index Futures Contract is traded on ASX Trade24. It is available in quarterly months with maturities in March, June, September and December and up to six quarterly months ahead and the nearest two non-quarterly expiry months. The price of the CitiFirst Index MINIs will generally be based on the immediate quarterly month SPI 200™ Index Futures Contract i.e. March, June, September and/or December. The contracts will be rolled over near the date of the nearest SPI 200™ Index Futures Contract expiry. Market price information on the SPI 200™ Index can be readily obtained from the ASX website.

The S&P/ASX 200 Index is comprised of the largest 200 ASX listed companies by market capitalisation (plus liquidity considerations) in Australia. This is in contrast to the 500 companies that comprise the All Ordinaries Index.

The S&P/ASX 200 Index is seen as a manageable and reliable index for investors and fund managers, being comprised of a smaller number of more easily purchased and more liquid securities than those included in the All Ordinaries Index.

The S&P/ASX 200 Index has been selected by the ASX24 as the basis for its new “Share Price Index” or “SPI” futures contracts. Accordingly the level of the SPI 200™ Index Futures Contract from time to time (as measured by the Index Futures Level) will be published from time to time by Standard & Poor’s.

The Index Futures Level is available online from information vendors such as Bloomberg and Reuters and the ASX website and information can also be found on the website for the ASX24 and other financial data providers as well as in the financial section of various financial newspapers including The Australian Financial Review.

The Entities which issue the Securities making up the Underlying Index are subject to the continuous disclosure requirements imposed by ASX and by the Corporations Act. The ASX codes of the Underlying Index Futures appear in the Term Sheet as the first 3 letters of the ASX code for a particular CitiFirst Index MINI.

Information (including historical data and trading information) about the Underlying Index, Underlying

Index Futures and the Securities making up the Underlying Index can be obtained from a variety of sources including ASX, brokers and investment advisers. Information may also be found on the websites of the Entities issuing the Underlying Index Futures and the Securities making up the Underlying Index, the ASX website and related sites.

Citi takes no responsibility and accepts no liability for, and makes no representation or warranty (whether express or implied) as to the accuracy or completeness of any information obtained by an investor about the Underlying Index, the Underlying Index Futures, the Securities making up the Underlying Index or these Entities. Investors should make their own inquiries and where appropriate, obtain advice in relation to any investment decisions.

## 3.2 DIVIDENDS AND OTHER DISTRIBUTION RIGHTS

A Holder is not entitled to any dividends, distributions or other rights that may relate to the Securities making up the Underlying Index.

The Strike Level will not be adjusted in the event that dividends or distributions are paid in respect of Securities comprising the Underlying Index because the Index Futures Level is not affected by and does not reflect the payment of any such dividends or distributions.

## 3.3 VOTING RIGHTS

A Holder is not entitled to any voting rights that may relate to the Underlying Index Futures or Securities making up the Underlying Index.

Citi (or an associate) may from time to time hold Underlying Index Futures or the Securities making up the Underlying Index. Citi (or an associate) may in its absolute discretion exercise any voting rights it may have in relation to its holdings with regard to its interests alone.

## 3.4 TAKEOVERS AND SCHEMES OF ARRANGEMENT

A Holder is not entitled to participate in or accept any Takeover Bid or scheme of arrangement in relation to the Securities making up the Underlying Index. Citi is under no obligation to communicate any information it receives in connection with any Takeover Bid, to a Holder.

## 3.5 VARIATION OF STRIKE LEVEL, STOP LOSS TRIGGER LEVEL AND UNDERLYING INDEX OR INDEX FUTURE

As noted in Section 1.18, a number of events may occur that have an impact on the Index Futures Level and may have the effect of Citi using its discretion to vary the Strike Level and/or the Stop Loss Trigger Level of a CitiFirst Index MINI, and/or the Underlying Index or

Underlying Index Futures, including pursuant to an Adjustment Event.

If the application of these provisions is inappropriate in particular circumstances, Citi will adopt an alternative treatment to preserve the interests and economic position of Holders.

# SECTION 4 – RISK FACTORS

**SUBSCRIPTION FOR OR THE PURCHASE OF THE CITIFIRST INDEX MINIS IS CONSIDERED BY CITI TO BE SUITABLE ONLY FOR INVESTORS WITH EXPERIENCE IN, OR ON THE ADVICE OF PROFESSIONAL ADVISERS WITH EXPERIENCE IN, FINANCIAL DERIVATIVE TRANSACTIONS. POTENTIAL INVESTORS SHOULD REACH AN INVESTMENT DECISION ONLY AFTER CAREFULLY CONSIDERING, WITH THEIR ADVISERS, THE SUITABILITY OF THE CITIFIRST INDEX MINIS IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES, TAKING INTO ACCOUNT THE RISK FACTORS RELATING TO THE CITIFIRST INDEX MINIS SET OUT BELOW.**

## 4.1 FACTORS AFFECTING THE VALUE OF CITIFIRST INDEX MINIS

The value at which a CitiFirst Index MINI may be bought or sold on the ASX is expected to be dependent upon such factors as the Index Futures Level, the volatility of the Underlying Index and the Underlying Index Futures, the Strike Level, the Index Multiplier, the Interest Rate as well as the risks associated with stock markets generally. More information in relation to the factors affecting the Purchase Price is set out in Section 1.3 above.

**Investment in CitiFirst Index MINIs is speculative. CitiFirst Index MINIs may be significantly less valuable on the Relevant Expiry Date or may expire worthless. This means that Holders may either lose money or sustain a total loss on their investment.**

Investors should note that the CitiFirst Index MINIs may expire if they Exercise the CitiFirst Index MINI or following the occurrence of a Stop Loss Trigger Event, an Issuer Call or an Extraordinary Termination Event. Holders of CitiFirst Index MINIs should understand that the Stop Loss Amount, the Termination Amount and the Exercise Amount are calculated in different ways and that the amount that they receive on the expiry of a CitiFirst Index MINI will vary depending on the situation in which the CitiFirst Index MINI expires. See Sections 1.5, 2.4 and 2.5 for more information.

Also, the Exercise Date or a nominated Termination Date in respect of an Extraordinary Termination Event may be postponed, in the circumstances described in clause 2.3 of the Terms of Issue, by up to 10 Business Days. Postponement will delay payment of the Termination Amount or Exercise Amount to Holders and may affect the value of CitiFirst Index MINIs or result in a partial or total loss of the investment.

More information in relation to the factors affecting the Purchase Price is set out in Section 1.3 above.

## 4.2 SPECIFIC RISKS ASSOCIATED WITH CITIFIRST INDEX MINIS

The warrants referred to in this PDS are CitiFirst Index MINIs. Unlike regular, or “vanilla” equity put and call warrants, CitiFirst Index MINIs will terminate if a Stop Loss Trigger Event occurs, among other events.

If a Stop Loss Trigger Event occurs, trading in the affected Series of CitiFirst Index MINIs will be halted immediately by the ASX, at Citi’s request, and then trading will resume temporarily, from 2pm on the next Trading Day after the Stop Loss Trigger Event occurs, until the Stop Loss Trading Close.

The relevant CitiFirst Index MINI will terminate and Citi will pay the Holder the Stop Loss Amount within 10 Business Days of the Stop Loss Amount being calculated.

**If a Stop Loss Trigger Event occurs, investors may receive less than the Purchase Price they paid to acquire the CitiFirst Index MINI and could lose their entire investment.**

While the stop loss trigger feature and the limited recourse nature of the leverage in a CitiFirst Index MINI ensure that the value of a CitiFirst Index MINI cannot be negative, potential investors should note an investment in a CitiFirst Index MINI may cause an investor to lose more of their investment than would be the case in a direct investment in the Underlying Index Futures or an investment offering exposure to the Underlying Index Futures or the Securities making up the Underlying Index. Trading of the Underlying Index Futures on the ASX24 takes place at different times to trading on the ASX. Day session trading on the ASX24 takes place between 9:50am and 4:30pm on a day that the ASX24 is open for trading. As a result, a Stop Loss Trigger Event may occur at a time when trading in the CitiFirst Index MINIs on ASX has ceased.

## 4.3 GEARED PRODUCTS

The leverage embedded in CitiFirst Index MINIs has the potential to magnify losses (as well as gains) and may give rise to leverage costs, where CitiFirst Index MINIs are held beyond the Trading Day on which they were acquired, in the form of the MINI Long Funding Amount and the MINI Short Funding Amount.

As at the date of this PDS, the CitiFirst Index MINIs referred to in this PDS are typically geared between approximately 50% and 92.5% of the price of the Underlying Index Futures, as measured by the Index Futures Level but the level of leverage in relation to CitiFirst Index MINIs at any point in time will vary over time.

Investors should be aware that an investment in CitiFirst Index MINIs may increase or decrease in value at a greater rate than an investment in the Underlying Index Futures, investments offering exposure to the Underlying Index Futures or the Securities making up the Underlying Index.

Information in relation to the factors affecting the Interest Rate and the MINI Long Funding Amount and the MINI Short Funding Amount is provided in Section 1.3.

#### 4.4 MINI LONG FUNDING AMOUNT AND MINI SHORT FUNDING AMOUNT

If a Holder chooses to hold their CitiFirst Index MINI beyond the Trading Day on which it was acquired:

- a MINI Long Funding Amount will be added to the Strike Level of the MINI Long, which may cause the MINI Long to decline in value (all other things being equal); and
- a MINI Short Funding Amount will be subtracted from the Strike Level of the MINI Short, which may cause the MINI Short to decline in value (all other things being equal).

Citi has an absolute discretion in setting the Interest Rate and thereby, the MINI Long Funding Amount and MINI Short Funding Amount.

The Interest Rate for a MINI Long and a MINI Short may be different. Citi may also exercise its discretion to increase or decrease (including substantially increase or decrease) the Interest Rate applicable to any or all MINI Longs and/or MINI Shorts and thereby change the MINI Long Funding Amounts and MINI Short Funding Amounts for any Series of CitiFirst Index MINIs. The Interest Rate for each Series of CitiFirst Index MINIs may be different.

#### 4.5 PERFORMANCE OF OBLIGATIONS BY CITI

The value of the CitiFirst Index MINIs depends on, amongst other things, the ability of Citi to fulfil its obligations under the Terms of Issue and in relation to market making.

If you invest in CitiFirst Index MINIs, you will be exposed to counterparty risk and credit risk of (and the credit worthiness of) Citi. You should be aware that between the date of the PDS and the date on which you acquire CitiFirst Index MINIs, Citi's financial position may change and it may undertake corporate actions that may detrimentally affect its credit worthiness.

Citi's obligations in relation to CitiFirst Index MINIs are not guaranteed and are unsecured and will rank equally with its other unsecured obligations.

Investors must make their own assessment of the ability of Citi to meet its obligations in respect of CitiFirst Index MINIs. Nothing in this PDS is, or may be relied upon as being, a representation as to any future event or a promise as to the future of Citi's ability to perform its obligations or its financial position.

Information in relation to Citi is provided in Section 7.

#### 4.6 POSSIBLE ILLIQUIDITY OF TRADING MARKET

Investors should be aware that there is no firm indication as to how CitiFirst Index MINIs or the Underlying Index Futures will trade in the secondary market. Nor is there any guarantee as to the size or liquidity of that market.

Citi is an ASX participant and will conduct market making activities in relation to CitiFirst Index MINIs by the provision of bids and offers made in a spread around the

prevailing market price to help ensure liquidity in the market for CitiFirst Index MINIs.

However, there are no spread or quantity obligations applied to the market making requirements. The quality of market making will depend on competitive pressures. In times of extreme volatility the ability of market makers to maintain a market will be put under stress. Investors should be aware that in these situations, the presence of quotes suitable to your particular requirements in the market cannot always be assured.

#### 4.7 GENERAL MARKET RISKS

General movement in local and international stock markets, prevailing and anticipated economic conditions and interest rates, investor sentiment and general economic, regulatory and political conditions affecting equity markets could all affect the market price of CitiFirst Index MINIs (in the same way that they affect other investments).

Investors are warned that the price of a CitiFirst Index MINI may fall in value as rapidly as it may rise and Holders may sustain a total loss of their investment. Prospective investors should therefore ensure that they fully understand the nature of CitiFirst Index MINIs and the risks associated with an investment in CitiFirst Index MINIs, including the risk factors set out in this PDS before they invest in CitiFirst Index MINIs.

If a Market Disruption Event occurs, the occurrence of a Stop Loss Trigger Event may be delayed or deferred and the calculation of a Holder's Exercise Amount, payable on the exercise of their CitiFirst Index MINIs, may be affected.

#### 4.8 INVESTMENT DECISIONS

The information in this PDS is intended to provide investors and their professional advisers with the information they would reasonably require and reasonably expect to find for the purpose of making an informed assessment of whether to acquire a CitiFirst Index MINI and the capacity of Citi to fulfil its obligations under the CitiFirst Index MINIs and the risks, rights and obligations associated with CitiFirst Index MINIs. It is impossible in a document of this type to take into account the investment objectives, financial situation and particular needs of each investor. Accordingly, nothing in this PDS should be construed as a recommendation by Citi or any associate of Citi or any other person concerning investment in CitiFirst Index MINIs, the Underlying Index Futures or any other Security. The past performance of a CitiFirst Index MINI is not a likely indicator of its future performance.

Readers should not rely on this PDS other than in respect of those matters referred to above, and should not rely on it as the sole basis for any investment decision in relation to CitiFirst Index MINIs, the Underlying Index Futures or any other Security.

#### 4.9 EXERCISE OF DISCRETION BY CITI

Investors should note that a number of provisions of the Terms of Issue confer discretions on Citi which could

affect the value of CitiFirst Index MINIs. These include the powers to nominate Adjustment Events and Extraordinary Events, to declare an Extraordinary Termination Event or an Extraordinary Postponing Event, to make an Issuer Call and to calculate or modify the method of calculation of the Interest Rate, the Strike Level and the Stop Loss Trigger Level.

Holders do not have the power to direct Citi concerning the exercise of any discretion.

The fact that CitiFirst Index MINIs may become significantly less valuable and in certain circumstances terminate or become worthless, means that the purchaser of a CitiFirst Index MINI may lose some or all of the Purchase Price they paid for the CitiFirst Index MINIs.

#### 4.10 EXTRAORDINARY EVENTS

Citi may terminate CitiFirst Index MINIs on the occurrence of an Extraordinary Event, which is declared to be an Extraordinary Termination Event. Investors should note that the occurrence of a Stop Loss Trigger Event is not, of itself, an Extraordinary Event.

Extraordinary Events are set out in clause 2.1 of the Terms of Issue and include:

- the removal from quotation on the ASX or the ASX24, the withdrawal from admission to trading status on the ASX or the ASX24 or the suspension of trading status on the ASX or the ASX24 of the Securities that make up the Underlying Index or the Underlying Index Futures (as applicable);
- the temporary or permanent discontinuance or unavailability of the Index Futures Level;
- a material change (in Citi's reasonable opinion) in the method of calculation of the Index Futures Level;
- the permanent discontinuation of trading in the Underlying Index Futures;
- if Citi is not able, for reasons beyond Citi's control, to rollover the Underlying Index Futures on the Rollover Date (see Section 4.16); and
- any event that may reasonably be expected by Citi to lead to a material limitation on Citi's ability to hedge CitiFirst Index MINIs or to maintain a secondary market in CitiFirst Index MINIs.

If an Extraordinary Termination Event is declared in relation to a CitiFirst Index MINI, then the CitiFirst Index MINI will terminate and Citi will pay the Holder the Termination Amount. For more information, please see Section 2.5 above.

#### 4.11 ADJUSTMENT EVENTS

Citi may adjust the Underlying Index, the Underlying Index Futures, the Strike Level, the Stop Loss Trigger Level, the Index Multiplier or any other term of the CitiFirst Index MINI, in accordance with clause 1.7 of the

Terms of Issue upon the occurrence of an Adjustment Event.

More information in relation to Adjustment Events is provided in Section 1.18.

#### 4.12 LEGISLATIVE RISKS

A number of risks may exist and impact on a Holder of a CitiFirst Index MINI as a result of changes to legislation or its interpretation, including in Australia and overseas jurisdictions including taxation laws, corporations and regulatory laws. Prospective Holders should seek independent professional advice on the nature of these risks.

The acquisition and/or exercise of a CitiFirst Index MINI may have implications for prospective Holders under Chapters 6 to 6C of the Corporations Act, the Takeovers Panel's guidance notes and under the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth). Holders should obtain their own legal advice on these issues.

Section 5 of this PDS contains a taxation summary based on current Australian taxation laws. Prospective Holders should read this carefully and also monitor any taxation changes.

#### 4.13 NATIONAL GUARANTEE FUND – NOT A GUARANTOR IN ALL CASES

Claims against the National Guarantee Fund may only be made in respect of secondary trading in CitiFirst Index MINIs between brokers on ASX and cannot be made in relation to the primary issue of CitiFirst Index MINIs by Citi.

The capacity of Citi to settle all outstanding CitiFirst Index MINIs is not guaranteed by ASX, the National Guarantee Fund or ASX Settlement.

#### 4.14 POTENTIAL CONFLICTS OF INTEREST

Companies in the Citigroup Inc. group of companies and Citi itself may buy and sell CitiFirst Index MINIs, Underlying Index Futures, the Securities making up the Underlying Index, investments offering exposure to the Underlying Index Futures and other interests relating to CitiFirst Index MINIs or the Underlying Index Futures, either as principal or agent. This trading may impact positively or negatively on the price at which CitiFirst Index MINIs trade on ASX.

In addition, companies in the Citigroup Inc. group of companies and Citi itself may have material price sensitive information relating to Securities making up the Underlying Index, where the individuals conducting market making activities in relation to CitiFirst Index MINIs are prevented from knowing or taking into account such information by reason of information barriers. Citi may have a potential conflict of interest of which you are not aware and which it is unable to disclose to you.

The rights of Holders against Citi are set out in the Terms of Issue. Citi is not in a fiduciary relationship with Holders. Any profits earned and losses incurred by Citi

in its trading activities in CitiFirst Index MINIs will accrue entirely to it independent of Citi's obligations to Holders.

#### **4.15 SUSPENSION OF CITIFIRST INDEX MINI TRADING**

Trading of CitiFirst Index MINIs on the stock market conducted by ASX may be halted or suspended by ASX including following the occurrence of a Stop Loss Trigger Event. This may occur whenever ASX deems such action appropriate in the interests of maintaining a fair and orderly market in CitiFirst Index MINIs or otherwise deems such action advisable in the public interest or to protect investors. Matters that may be considered by the ASX also include circumstances where Citi becomes unable to or unwilling or fails to comply with the ASIC Market Integrity Rules or the Operating Rules or if ASX in its absolute discretion thinks fit.

Except where an Extraordinary Termination Event is declared, CitiFirst Index MINIs will continue notwithstanding any delisting, withdrawal of trading status or suspension of CitiFirst Index MINIs from ASX.

#### **4.16 ROLLOVER OF INDEX FUTURES**

Unlike the CitiFirst Index MINIs, which don't have an expiry date, the Underlying Index Futures have quarterly expiry dates. As a result, each SPI 200™ Index Futures Contract will be "rolled over" to the next liquid SPI 200™ Index Futures Contract just prior to its expiry on a quarter end.

Citi's ability to take long or short positions in new Underlying Index Futures and to give effect to a rollover may be affected by the liquidity in the market for Underlying Index Futures at the Rollover Date.

If Citi is not able, for reasons beyond Citi's control, to rollover Underlying Index Futures on the Rollover Date, for example, due to low liquidity, then expiring Underlying Index Futures will expire at the end of the quarter and Citi may declare an Extraordinary Event, which may result in an Extraordinary Termination Event.

#### **4.17 VOLATILITY OF THE UNDERLYING INDEX AND INDEX FUTURES**

Past performance of the Underlying Index and the Underlying Index Futures is not necessarily a guide to their future performance. Movements in the Underlying Index and Underlying Index Futures can be volatile and vary considerably during the term that you hold your investment in the CitiFirst Index MINIs.

#### **4.18 CREDIT AND COUNTERPARTY RISK OF CITI**

The value of CitiFirst Index MINIs depends on, among other things, the ability of Citi to perform its obligations in accordance with this PDS and the Terms of Issue.

If you invest in CitiFirst Index MINIs, you will be exposed to counterparty risk and credit risk of (and the credit worthiness of) Citi. You should be aware that between the date of the PDS and the date on which you acquire

CitiFirst Index MINIs, Citi's financial position may change and it may undertake corporate actions that may detrimentally affect its credit worthiness.

Citi's obligations in relation to CitiFirst Index MINIs are not guaranteed and are unsecured and will rank equally with its other unsecured obligations. More information in relation to Citi is provided in Section 7 of this PDS.



# SECTION 5 – TAXATION SUMMARY

## 5.1 INTRODUCTION

This Section 5 is intended only as a general summary of some of the taxation consequences arising for potential investors in CitiFirst Index MINIs who are Australian resident taxpayers including individuals, companies and complying superannuation funds.

This section is necessarily general in nature and does not take into account the specific taxation circumstances of each potential investor. Potential investors should not rely on this section and should obtain specific taxation advice referable to their own circumstances prior to making any investment decision.

This advice is based on law and Australian Taxation Office practice that is current as at the date of this PDS. Potential investors should seek their own advice on any changes after the date of this PDS to any law or administrative interpretation which may affect the tax consequences of investing in CitiFirst Index MINIs.

In Taxation Ruling TR 2005/15 (regarding contracts for differences or **CFDs**), the Commissioner of Taxation (**Commissioner**) expresses the view that CFDs would ordinarily be entered into for a profit-making purpose so that any gain or loss made would be on revenue account. However, in cases where CFDs are not entered into with a profit making purpose, the Commissioner considers that the purpose would likely be that of recreational gambling, so that any gain or loss made would be disregarded for tax purposes and not subject to capital gains tax (**CGT**) rules.

CitiFirst Index MINIs have some differences to the CFDs described in TR 2005/15. However, it is considered likely that the Commissioner would take a similar view with respect to CitiFirst Index MINIs, and the comments in this Section 5 proceed on that basis.

Holders who acquire CitiFirst Index MINIs for the purpose of disposing of them at a profit will typically hold the CitiFirst Index MINIs on revenue account for tax purposes. Certain other Holders may hold CitiFirst Index MINIs on revenue account, depending on their particular circumstances.

CitiFirst Index MINIs may be trading stock of a Holder if they are acquired for the purposes of sale or exchange in the ordinary course of the Holder's business. If so, specialised trading stock provisions, which are not covered in this Section 5, will apply. Potential investors should seek specific advice if their CitiFirst Index MINIs are likely to be held as trading stock.

Holders who acquire CitiFirst Index MINIs other than for a profit-making purpose should obtain specific taxation advice referable to their own circumstances.

Section 5.8 describes the application of United States Internal Revenue Code section 871(m) to CitiFirst Index

MINIs linked to Underlying Indices that include US equities.

## 5.2 TOFA

The regime for the taxation of certain financial arrangements (**the TOFA regime**), where it applies, may impact upon the tax character and tax timing of gains and losses arising from those financial arrangements. However, exceptions to the TOFA regime would be expected to apply to most retail investors.

Investors who are subject to the TOFA regime, or who are considering electing into the TOFA regime, are advised to obtain independent tax advice as to its potential impact upon the taxation consequences discussed in this section.

## 5.3 PURCHASING YOUR CITIFIRST INDEX MINIS

Purchasing CitiFirst Index MINIs does not give rise to any immediate tax consequences for a Holder. For example, a Holder cannot deduct the Purchase Price of the CitiFirst Index MINI. Rather, the Purchase Price, together with any brokerage fees on purchase, forms part of the "cost" of the CitiFirst Index MINI if the Holder holds the CitiFirst Index MINI on revenue account. This will be relevant to the tax consequences for the Holder when the CitiFirst Index MINI expires, terminates, is sold or is exercised.

## 5.4 HOLDING YOUR CITIFIRST INDEX MINIS

Holders will not receive any dividends or distributions as a result of holding CitiFirst Index MINIs. Consequently, no assessable income will arise, and no franking tax offsets will be available by virtue of holding CitiFirst Index MINIs.

Investors acquiring CitiFirst Index MINIs should be aware that "franking credit trading provisions" may affect the availability of franking tax offsets from a portfolio of other securities. Investors may own if that other portfolio is closely correlated to the S&P/ASX 200 Index. Investors should obtain advice on this issue as the rules are complex and their application will be dependent upon an investor's own specific circumstances.

## 5.5 DISPOSAL OF YOUR CITIFIRST INDEX MINIS

A Holder will be regarded as having disposed of a CitiFirst Index MINI for the purposes of this section if it is sold or is terminated early (for example, if a Stop Loss Trigger Event occurs or following an Extraordinary Termination Event). Any brokerage fees on disposal are included in the "cost" of the CitiFirst Index MINI.

### Investors on revenue account

If a Holder holds a CitiFirst Index MINI on revenue account, then the profit calculated as the excess of the proceeds received over the cost of the CitiFirst Index MINI will be included in the Holder's assessable income.

On the other hand, any loss represented by the excess of the cost of the CitiFirst Index MINI over the proceeds received should be deductible to the Holder.

### Other investors

If a Holder considers that they do not hold a CitiFirst Index MINI on revenue account for taxation purposes, they should seek their own advice as to whether their activity would be regarded as recreational gambling such that, consistent with the Commissioner's views on CFDs in TR 2005/15, no gains or losses will be recognised under the CGT rules.

Where a Holder considers that they are not a recreational gambler in relation to their holding of a CitiFirst Index MINI, then gains or losses upon disposal of the CitiFirst Index MINI would give rise to implications under the CGT rules.

### Exercising CitiFirst Index MINIs

Upon exercise of a CitiFirst Index MINI, the Holder will not receive Index Futures or Securities comprising the Underlying Index. Instead, CitiFirst Index MINIs will be subject to Cash Settlement only. Exercising a CitiFirst Index MINI will therefore have the same tax consequences as selling the CitiFirst Index MINI on the market. These consequences are outlined above.

### MINI Long Funding Amount/MINI Short Funding Amount

There will be no direct tax consequences for Holders with respect to the MINI Long Funding Amount added to the Strike Level or MINI Short Funding Amount subtracted from the Strike Level. The MINI Long/Short Funding Amount is not a direct loss or outgoing to the Holder but, rather, is a notional amount used in calculating the gain or loss made by the Holder upon sale, exercise or termination of the CitiFirst Index MINI.

## 5.6 GOODS AND SERVICES TAX (GST)

No GST will be payable by Holders on the purchase, sale, exercise, expiry or termination of CitiFirst Index MINIs. This is because these supplies will either fall outside the GST provisions, or will be a "financial supply" on which no GST is payable.

## 5.7 STAMP DUTY

The purchase, sale, expiry or termination of CitiFirst Index MINIs should not be liable to stamp duty in any Australian jurisdiction.

## 5.8 UNITED STATES SECTION 871(M) WITHHOLDING

Section 871(m) of the United States Internal Revenue Code and related US Treasury regulations impose a 30% (or lower treaty rate) US federal withholding tax on dividend equivalent amounts paid or deemed paid to non-US persons with respect to certain financial instruments linked to US equities. Dividend equivalent amounts are generally determined by reference to actual dividends paid on those US equities during the term of the financial instrument or, under certain circumstances, estimates of those dividends. Certain exceptions apply for instruments linked to qualified indices, certain broad-based indices that meet requirements set forth in the applicable US Treasury regulations, as well as qualified index securities, instruments that track such indices.

Citi has determined that the Underlying Indices consist solely of one or more qualified indices and/or qualified index securities. Accordingly, Citi will not treat the CitiFirst Index MINIs as subject to US withholding tax under section 871(m). The determination that the CitiFirst Index MINIs are not subject to withholding tax under section 871(m) is not binding on the United States Internal Revenue Service, which may disagree with this determination.

Section 871(m) is complex and its application may depend on your particular circumstances. For example, if you enter into other transactions with respect to components of an Underlying Index, you could be subject to withholding tax or income tax liability under section 871(m) even if the CitiFirst Index MINIs are not subject to section 871(m) as a general matter. You should consult your tax adviser regarding the potential application of section 871(m) to the CitiFirst Index MINIs in your circumstances.

## SECTION 6 – FEES AND OTHER COSTS

### Brokerage

Citi will not charge you brokerage on transactions in CitiFirst Index MINIs. Brokerage may be charged by your broker when transacting in CitiFirst Index MINIs.

### Adviser fees

Your financial adviser may charge you a fee in connection with advice relating to transacting in CitiFirst Index MINIs.

### Other fees and commissions

A Holder will not pay any fees or commissions to Citi in relation to the purchase of CitiFirst Index MINIs.

### The Purchase Price

The Purchase Price is the amount paid to acquire a CitiFirst Index MINI, and is the intrinsic value of a CitiFirst Index MINI.

If a CitiFirst Index MINI holder holds that CitiFirst Index MINI beyond the close of trading on the date they acquired the CitiFirst Index MINI, a MINI Long Funding Amount (for a MINI Long) will be added to the Strike Level or a MINI Short Funding Amount (for a MINI Short) will be subtracted from the Strike Level of the CitiFirst Index MINI. These funding amounts are not physically paid by the CitiFirst Index MINI holder, but are incorporated as a cost of leverage into the CitiFirst Index MINI itself, which may decrease the value of that CitiFirst Index MINI.

### Exercise Fee

The amount that a Holder receives on the Exercise of a CitiFirst Index MINI is determined net of the Exercise Fee.

The Exercise Fee is payable to and retained by Citi on the Exercise, to compensate Citi for the costs and expenses Citi incurs in connection with the Exercise which may include Citi's costs of unwinding any hedging arrangements and which may be influenced by market volatility and the liquidity of the Underlying Index or Underlying Index Futures.

The amount of the Exercise Fee is determined by Citi in respect of each Exercise but it cannot exceed 1% of the Purchase Price as at the close of trading on the Exercise Date.

### Expenses

The amount that a Holder receives on the Termination Date following an Issuer Call or an Extraordinary Event is determined net of the Expenses. Expenses are the incidental costs reasonably incurred by Citi which may include the cost of unwinding any hedging arrangements or Taxes but they cannot exceed 20% of the Termination Amount.

## SECTION 7 – ISSUER AND GROUP DETAILS

CitiFirst Index MINIs referred to in this PDS will be issued by Citigroup Global Markets Australia Pty Limited which is a wholly owned subsidiary of Citigroup Inc., and a member of the Citigroup Inc. group of companies (**Group**).

The Group has been in the Asia Pacific region for more than 100 years and today provides more services in more markets for more clients than any other financial institution.

### **Citi in Australia and New Zealand**

The Group established a presence in Australia in 1971 and in New Zealand in 1982. In 1984, the Group's securities and investment banking business commenced operations.

Today, the Group provides financial services to more than 1 million consumers and over 900 corporate clients in Australia and New Zealand.

### **Financial Information about Citi**

The net asset position of Citi, as stated in its audited financial statements was \$338.7 million as at 31 December 2023.

Copies of financial statements of Citi can be obtained free of charge by calling Citi on 1300 30 70 70.

Due to the current regulatory environment, most credit rating agencies are no longer consenting to the inclusion of credit rating information in retail disclosure documents issued in Australia. As a consequence, Citi is not able to provide information in relation to its credit rating.

### **Disclaimer**

No circumstance has arisen and no information has become available except as disclosed in this PDS or to the ASX that would materially affect an investor's decision for the purpose of making an informed assessment of the capacity of Citi to fulfil its obligations under the Terms of Issue or the risks, rights or obligations associated with CitiFirst Index MINIs since 31 December 2023.

# SECTION 8 – ADDITIONAL INFORMATION

## 8.1 ADMISSION TO TRADING STATUS

As at the date of this PDS, an application has been made but approval has not yet been given for CitiFirst Index MINIs to be admitted to trading status pursuant to the Operating Rules. Once officially quoted, CitiFirst Index MINIs will offer an investment which can be bought and sold on ASX, just like ordinary shares, although the market for CitiFirst Index MINIs may be less liquid than the market for the Underlying Index Futures.

When the ASX admits the CitiFirst Index MINIs to trading status, the fact that the ASX has admitted them to trading status by ASX is not to be taken in any way as an indication of the merits of the CitiFirst Index MINIs. ASX does not warrant the accuracy or truth of the contents of this PDS.

ASX has not authorised or caused the issue of this PDS and is not in any way a party to or concerned in authorising or causing the issue of this PDS or the making of offers or invitations with respect to CitiFirst Index MINIs. ASX takes no responsibility for the contents of this PDS. ASX makes no representation as to whether this PDS and the Terms of Issue of CitiFirst Index MINIs comply with the Corporations Act or the Operating Rules.

To the extent permitted by the Competition and Consumer Act 2010 (Cth) or any other relevant law, ASX will be under no liability for any claim whatsoever, including a claim for any financial or consequential loss or damage suffered by Holders or any other person, whether or not that claim arises wholly or substantially out of reliance on any information contained in this PDS or any error in, or omission from, this PDS.

## 8.2 CHESS

CitiFirst Index MINIs referred to in this PDS will be declared eligible to participate in CHESS pursuant to the ASX Settlement Operating Rules. In addition to a CHESS subregister, an issuer sponsored subregister will also be maintained, in compliance with the Listing Rules. Under the CHESS system, instead of certificates, Holders will be provided with a holding statement which sets out the number of CitiFirst Index MINIs held by a Holder.

The holding statements will include a Holder's Holder Identification Number (HIN) in the case of a holding on the CHESS subregister, and a Shareholder Registration Number (SRN) in the case of a holding on the issuer sponsored subregister.

## 8.3 REGISTRAR

Citi will arrange (at its cost) for a separate register of Holders of CitiFirst Index MINIs to be established and

maintained at the offices of the Registrar. The Register may be inspected during normal business hours by any Holder or its authorised representative.

## 8.4 ASIC INSTRUMENTS

ASIC has issued a number of legislative instruments that will apply to CitiFirst Index MINIs referred to in this PDS, including:

ASIC Instrument 2016/767 which modifies the Corporations Act so that disclosure in dollar terms is not required in relation to the costs associated with acquiring derivatives and amounts that will or may be payable following acquisition and in relation to non-monetary benefits.

ASIC Instrument 2016/886 which modifies the Corporations Act to provide disclosure relief in relation to sales or purchase of CitiFirst Index MINIs on the secondary market.

## 8.5 DISPUTE RESOLUTION SYSTEM

Citi has established procedures to ensure that any enquiries or complaints that you may have in relation to CitiFirst Index MINIs will be dealt with in a proper and timely manner. Full details of these procedures appear in the FSG which appears as Appendix 1 to this PDS.

## 8.6 LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS

Citi will not take into account labour standards or environmental, social or ethical considerations in selecting, retaining or realising the investment represented by CitiFirst Index MINIs. Investors should make their own enquiries as to whether labour standards or environmental, social or ethical considerations are taken into account by the person determining, composing, calculating and publishing the Underlying Index Futures or Index Futures Level, or the Entities who issue the Underlying Index Futures or Securities making up the Underlying Index.

## 8.7 CONSENTS

Citigroup Inc. has given and has not withdrawn its consent to be named in this PDS in the form and context in which it is named. Citigroup Inc. has not authorised or caused the issue of this PDS, does not make, or purport to make, any statement in this PDS, and takes no responsibility for any part of this PDS other than references to its name (except to the extent required by the Corporations Act).

Computershare Investor Services Pty Limited has given and has not withdrawn its consent to be named in this PDS in the form and context in which it is named. Computershare Investor Services Pty Limited has not authorised or caused the issue of this PDS, does not make, or purport to make, any statement in this PDS, and takes no responsibility for any part of this PDS other

than references to its name (except to the extent required by the Corporations Act).

## 8.8 DISCLAIMER

“Standard & Poor’s” and “S&P” are trademarks of the McGraw-Hill Companies and “ASX” and “ASX 200” are trademarks of ASX Operations Pty Limited, an affiliate of ASX. The foregoing marks have been licensed for use by Citi. The CitiFirst Index MINIs are not sponsored, endorsed, sold or promoted by Standard & Poor’s or the ASX and Standard & Poor’s and the ASX, make no representation, warranty, or condition regarding the advisability of investing in the CitiFirst Index MINIs.

The CitiFirst Index MINIs are not sponsored, endorsed, sold or promoted by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. (S&P) or ASX. S&P and ASX make no representation, condition or warranty, express or implied, to the owners of the CitiFirst Index MINIs or any member of the public regarding the advisability of investing in securities generally or in the CitiFirst Index MINIs particularly or the ability of the S&P/ASX 200 Index to track general stock market performance. S&P’s only relationship to Citi is the licensing of certain trademarks and trade names of S&P and the S&P/ASX 200 Index which is determined, composed and calculated by S&P without regard to Citi or the CitiFirst Index MINIs. S&P has no obligation to take the needs of Citi or the owners of the CitiFirst Index MINIs into consideration in determining, composing or calculating the S&P/ASX 200 Index. S&P is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of the CitiFirst Index MINIs to be issued or in the determination or calculation of the equation by which the CitiFirst Index MINIs are to be converted into cash. S&P and ASX have no obligation or liability in connection with the administration, marketing or trading of the CitiFirst Index MINIs.

**S&P SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE INDICES FROM SOURCES THAT S&P CONSIDERS RELIABLE, BUT S&P ACCEPTS NO RESPONSIBILITY FOR, AND SHALL HAVE NO LIABILITY FOR, ANY ERRORS, OMISSIONS OR INTERRUPTIONS THEREIN. S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P/ASX 200 INDEX OR ANY DATA INCLUDED THEREIN OR WITH RESPECT TO ANY USE THEREOF BY THE PARTIES OR ANY THIRD PARTY. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM THE USE OF THE INDICES OR ANY DATA INCLUDED THEREIN. S&P AND ASX MAKE NO EXPRESS OR IMPLIED WARRANTIES AND EXPRESSLY DISCLAIM ALL CONDITIONS AND WARRANTIES IMPLIED BY STATUTE, GENERAL LAW OR CUSTOM WITH RESPECT TO THE S&P/ASX 200 INDEX OR ANY DATA INCLUDED THEREIN EXCEPT ANY IMPLIED CONDITION OR WARRANTY THE EXCLUSION OF WHICH WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THIS SECTION TO BE VOID.**

## 8.9 ROLE OF ENTITIES

No Entity issuing Securities making up the Underlying Index or issuing Underlying Index Futures and no Entity who determines, composes, calculates or publishes the Underlying Index or Index Futures Level has been involved in the preparation of this PDS, and no Entity has provided any information to Citi for the purposes of the preparation of this PDS or accepts any responsibility for any statement in this PDS.

Any information about an Entity, the Underlying Index Futures and the Underlying Index that appears in this PDS is information that is publicly available. Citi has not verified any information about any Entity, Underlying Index Futures or the Underlying Index that appears in this PDS.

Citi takes no responsibility and accepts no liability for, and makes no representation or warranty (whether express or implied) as to the accuracy or completeness of any information about any Entity, the Underlying Index or the Underlying Index Futures in this PDS. Potential Holders should make their own enquiries.

Any reference to an Entity in this PDS is only for the purpose of identifying the Underlying Index, Underlying Index Futures, the Securities that comprise the Underlying Index. The references are not an express or implied endorsement of CitiFirst Index MINIs by an Entity. No Entity accepts any responsibility for any statement in this PDS. No Entity or authorised officer of an Entity has authorised the issue of or any statement in this PDS. Except as otherwise disclosed in this PDS, no Entity has given its consent to be named in this PDS.

## 8.10 GOVERNING LAW

The CitiFirst Index MINIs and this PDS are governed by and construed in accordance with the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.

## 8.11 PRIVACY CONSENTS AND NOTIFICATIONS

**This section 8.11 sets out important privacy consents that you give us by acquiring the CitiFirst Index MINIs. It also sets out important information about our collection, use, disclosure and management of your personal information.**

In this section 8.11, references to ‘you’ and ‘your’ are references to a Holder and other individuals (such as employees, guarantors, directors or shareholders) connected with that Holder.

### **A. Purposes for which we collect, use and disclose your personal information**

We collect, use and disclose your personal information:

- to provide and manage your products, accounts and services and to manage your relationship and arrangements with us including to process your acquisition and holding of CitiFirst Index MINIs;

- so we can comply with applicable laws both in Australia and overseas (for more details about relevant Australian laws please see our Privacy Policy); and
- for other purposes as listed in our Privacy Policy.

We may use this information to send you information about other investment products. If you do not provide us with the information that we ask for, or the information provided is incorrect or incomplete, we may not be able to provide or manage the products or services that you are (or if you are not the applicant, that the applicant is) seeking.

We usually collect your personal information directly from you. However, sometimes we may need to collect personal information about you from third parties (such as your broker) for the purposes described above. The circumstances in which we may need to do this include assisting us to locate or communicate with you.

If, at any time, you receive information from us about our products and you do not wish to receive further correspondence, please let us know.

#### **B. Disclosures of your personal information**

We may disclose to, and obtain from, the following organisations personal information about you to for the purposes described above (as well as otherwise permitted by the *Privacy Act* 1988 (Cth)):

- our related companies, suppliers and organisations that carry out functions for us or on our behalf in Australia and overseas;
- any third party service providers who assist us in our business operations and service provision;
- any acquirer of CitiFirst Index MINIs;
- any broker, financial, legal or other adviser acting in connection with the CitiFirst Index MINIs or your acquisition;

- regulatory and tax authorities in Australia and overseas;
- organisations wishing to acquire an interest in any part of Citi's business for assessing or implementing any such acquisition; and
- other organisations as further set out in our Privacy Policy.

For information as to how Citi collects and handles personal information please see our Privacy Policy at <http://www.citi.com.au/privacy>.

#### **C. Disclosures to overseas recipients**

Some of the recipients to whom we disclose your personal information may be based overseas. (For example, a disclosure to an overseas recipient may be necessary for operational reasons – such as because you have requested an international payment to be made or another product or service that involves an international element – or to comply with foreign legal or regulatory requirements. We may also use service providers based overseas).

It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, Malaysia, India, the Philippines and Singapore.

#### **D. Our Privacy Policy (including how to access and correct information and make a complaint)**

You can view the Citi Privacy Policy on our website [www.citi.com.au](http://www.citi.com.au) or obtain a copy by calling us on 1300 30 70 70. This policy includes information as to how you can access and/or seek correction of the personal information we hold about you. A charge may apply for providing you with access to your personal information. Our Privacy Policy also contains information as to how you can complain about a breach by us of the *Privacy Act* and how we will deal with such a complaint.

# SECTION 9 – TERMS OF ISSUE

To the extent of any inconsistency between these Terms of Issue and any other part of this PDS, these Terms of Issue prevail.

## 1 THE CITIFIRST INDEX MINIS

### 1.1 Grant of CitiFirst Index MINIs

In return for Citigroup Australia Holdings paying the relevant Purchase Price to Citi (receipt of which is acknowledged by Citi), Citi grants the relevant CitiFirst Index MINIs to Citigroup Australia Holdings.

### 1.2 Nature of CitiFirst Index MINIs

Each CitiFirst Index MINI is a financial instrument which provides Holders with leveraged exposure to movements of the Underlying Index Futures as measured by the Index Futures Level. A CitiFirst Index MINI does not give the Holder any rights in relation to the Securities making up the Underlying Index or in relation to the Underlying Index Futures, such as voting rights, dividends, distributions or other entitlements, nor does it give the Holder the right to purchase the Securities making up the Underlying Index or the Underlying Index Futures. That is, exercising a CitiFirst Index MINI does not mean the Holder takes delivery of the Securities making up the Underlying Index or the Underlying Index Futures. Instead, exercising a CitiFirst Index MINI will result in a Cash Settlement.

### 1.3 Postponement of Exercise Date

An Exercise Date may, at Citi's option, be postponed if an Extraordinary Postponing Event is declared under clause 2.3, and in such circumstances Citi shall give a notice to Holders in accordance with clause 4.1.

### 1.4 Issuer Call

- a) After the Issuer Call Commencement Date, Citi may give Holders at least one month's notice of an Issuer Call.
- b) An Issuer Call Notice must be given in relation to all (and not part) of the CitiFirst Index MINIs in a Series.
- c) If an Issuer Call Notice is given in relation to a CitiFirst Index MINI and a Stop Loss Trigger Event or Extraordinary Termination Event does not occur on or before the Issuer Call Date in relation to that CitiFirst Index MINI, Citi will pay the Holder of that CitiFirst Index MINI the Termination Amount on the date 5 Business Days after the Issuer Call Date (that is, the Termination Date).

### 1.5 Stop Loss Trigger Level

- a) A CitiFirst Index MINI will be suspended from trading by the ASX, at Citi's request, if a Stop Loss Trigger Event occurs.
- b) If a CitiFirst Index MINI is suspended from trading under clause 1.5(a):
  - i. the procedure outlined in Section 1.5 of this PDS will be followed;
  - ii. as soon as reasonably practicable after a Stop Loss Trigger Event occurs, Citi will announce the suspension of trading of the applicable Series of CitiFirst Index MINIs in a manner reasonably satisfactory to ASX;
  - iii. the Holder will be entitled to sell their CitiFirst Index MINIs to Citi when trading temporarily recommences (as outlined in Section 1.5 of this PDS) at the Stop Loss Amount;
  - iv. Citi will pay the Holder the Stop Loss Amount within ten Business Days after the Stop Loss Amount is calculated; and
  - v. the CitiFirst Index MINI will terminate on the Relevant Expiry Date.

### 1.6 Expiry of CitiFirst Index MINIs

CitiFirst Index MINIs are open-ended investment products, meaning that they do not have a fixed maturity date, and do not have to be exercised by a particular time.

While CitiFirst Index MINIs do not have a fixed maturity date, they may expire. A CitiFirst Index MINI will expire on the Relevant Expiry Date which is:

- a) if a Stop Loss Trigger Event occurs:
  - i. on payment by Citi of the Stop Loss Amount (which payment will be made within ten Business Days of the Stop Loss Amount being calculated); or
  - ii. where no Stop Loss Amount is payable, ten Business Days after the Stop Loss Trading Close;
- b) if an Extraordinary Termination Event occurs, the Termination Date;
- c) upon an Issuer Call, the Termination Date; or
- d) if a CitiFirst Index MINI Holder exercises the CitiFirst Index MINI, on payment of the Exercise Amount (which payment will be made within 5 Business Days after the Exercise Date).



If a CitiFirst Index MINI expires in the situation in clause 1.6(a) above, the Holder will receive the Stop Loss Amount.

If a CitiFirst Index MINI expires on the Termination Date in the situation in clauses 1.6(b) or 1.6(c) above, the Holder will receive the Termination Amount.

If a CitiFirst Index MINI expires in the situation in clause 1.6(d) above, the Holder will receive the Exercise Amount.

## 1.7 Adjustment Events

- a) Subject to clause 1.7(b), upon an Adjustment Event Citi may substitute or adjust the Underlying Index or the Underlying Index Futures, the description of CitiFirst Index MINIs, the Strike Level, the Current Strike Level, the MINI Short Funding Amount, the MINI Long Funding Amount, the Stop Loss Trigger Level, the Index Multiplier or any other term of the CitiFirst Index MINI including, but not limited to any or all of the following:
  - i. substituting the Underlying Index or the Underlying Index Futures;
  - ii. adjusting or amending any items in the Term Sheet or the Terms of Issue, including the definition of the Underlying Index or Underlying Index Futures and any formula relating to a CitiFirst Index MINI;
  - iii. calculating prices and amounts, having regard to all conditions that Citi determines relevant, including, the market conditions at the time of the calculation and the most recently published prices; and
  - iv. nominating an Extraordinary Event.
- b) Citi may only take the actions referred to in clause 1.7(a) where Citi reasonably believes that the adjustment is equitable, fair and appropriate to put Citi and the Holder in a position, after the Adjustment Event, which is as similar as reasonably practicable to the position that they were in prior to the Adjustment Event.

## 1.8 Buy-Backs

A member of the Group may buy back a CitiFirst Index MINI and become the Holder of the CitiFirst Index MINI, which shall not terminate when bought back. The CitiFirst Index MINI may be subsequently resold by Citi.

## 1.9 Cancellation

Citi may cancel any CitiFirst Index MINI if Citi is the Holder of the CitiFirst Index MINI, by recording the cancellation in the Register. A CitiFirst Index MINI terminates on cancellation under this clause 1.9.

## 1.10 Register

Citi will, at its cost, arrange for the establishment and maintenance of a register of Holders which complies with the Corporations Act and the Listing Rules as if the CitiFirst Index MINIs were shares in a company.

## 1.11 Holding Statements

Citi will comply with the Listing Rules in relation to the issue and authorisation of holding statements for CitiFirst Index MINIs as if the CitiFirst Index MINIs were shares in a company.

## 1.12 Transfer

- a) A CitiFirst Index MINI may be transferred if and only if the transfer is in the manner prescribed by or under the Corporations Act, the Operating Rules and the ASX Settlement Operating Rules (as applicable).
- b) The transferor of a CitiFirst Index MINI is regarded as remaining the owner of the CitiFirst Index MINI the subject of the instrument of transfer until the name of the transferee is entered in the Register in respect of that CitiFirst Index MINI.

## 1.13 Joint Holders

There must not be more than 3 joint Holders of a CitiFirst Index MINI except in the case of the legal representatives of a deceased Holder. All notices, payments and other correspondence to joint Holders may be directed, given or made to the first-named joint Holder on the Register. If there are joint Holders of any CitiFirst Index MINI and one of these joint Holders dies, the survivors shall be the only persons authorised by Citi as having any title or interest in the CitiFirst Index MINI.

## 1.14 Registration of Transfer of CitiFirst Index MINIs

Citi:

- a) must deal with, certify and register a transfer of a CitiFirst Index MINI which complies with clause 1.12 in accordance with the Operating Rules and the ASX Settlement Operating Rules; and
- b) may refuse to register such a transfer in any of the circumstances where such refusal is permitted by, and in accordance with any procedures prescribed by the Operating Rules and the ASX Settlement Operating Rules.

## 1.15 Status of CitiFirst Index MINIs

CitiFirst Index MINIs establish general, immediate and unsecured contractual obligations of Citi, which have equivalent rank to each other and to the other existing,

unsecured and non-subordinated obligations of Citi (except for any obligations which have precedence by force of law).

## 2 EXTRAORDINARY EVENTS

### 2.1 Definition

Citi may, on any Trading Day nominate as an Extraordinary Event:

- a) the actual or proposed:
  - i. cessation of quotation on the ASX;
  - ii. withdrawal of admission to trading status on the ASX; or
  - iii. suspension of trading status on the ASX,

of the Securities which together comprise a material percentage of the weight of the Underlying Index, or the CitiFirst Index MINIs, except in the case of a CitiFirst Index MINI, where the withdrawal or suspension is caused by Citi; or
- b) the suspension or a material limitation of trading in the Underlying Index Futures or other futures contracts relating to the Underlying Index Futures traded on the ASX24 or any similar futures exchange;
- c) the cessation or suspension of publication of the Underlying Index or the Index Futures Level or a material change in the formula or method of calculation of the Underlying Index or the Index Futures Level;
- d) a change in the identity of the person determining, publishing or announcing the Underlying Index or the Index Futures Level or the replacement of the Underlying Index or the Underlying Index Futures with a different index or index futures;
- e) the temporary or permanent discontinuance of or the unavailability of the Index Futures Level;
- f) the suspension or a material limitation of trading in securities generally on ASX;
- g) determination by Citi in good faith that the performance of its obligations with respect to the respective Series of CitiFirst Index MINIs will become, in circumstances beyond the reasonable control of Citi, impossible, unlawful, illegal or otherwise prohibited in any jurisdiction, as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power in any jurisdiction;
- h) either the Underlying Index Futures or the Securities which together comprise a material percentage of the weight of the

Underlying Index or CitiFirst Index MINIs ceasing to be CHES Approved Financial Products;

- i) without limitation, any event that may reasonably be expected by Citi to lead to a material limitation on Citi's ability to hedge the CitiFirst Index MINIs or to maintain a secondary market in the CitiFirst Index MINIs; or
- j) Citi being unable, for reasons beyond Citi's control, to rollover Underlying Index Futures on the Underlying Index Futures' Rollover Date, for example, due to low liquidity in the market for Underlying Index Futures;
- k) a material change (in Citi's reasonable opinion) in the method of calculation of the Index Futures Level;
- l) the occurrence of a material change (in Citi's reasonable opinion) in the context, composition, or constitution of the relevant Underlying Index;
- m) the permanent discontinuation of trading in the CitiFirst Index MINIs;
- n) the disappearance or permanent discontinuation or unavailability of a price for the Underlying Index Futures; or
- o) Citi's securities lending agreement (if any) in relation to the CitiFirst Index MINIs, Underlying Index Futures or Securities comprising an Underlying Index, being terminated, adjusted or changed.

### 2.2 Citi's Discretion to Nominate

Where Citi has nominated an Extraordinary Event under clause 2.1 in relation to a Series of CitiFirst Index MINIs but those CitiFirst Index MINIs have not yet terminated, Citi may withdraw that nomination at any time prior to the termination of the CitiFirst Index MINIs.

### 2.3 Extraordinary Postponing Events

If an Extraordinary Event has occurred and is continuing on an Exercise Date or a nominated Termination Date in respect of an Extraordinary Termination Event, then that Exercise Date or Termination Date may, at Citi's option, be postponed to the next Business Day in respect of which there is, in the reasonable opinion of Citi, no Extraordinary Event continuing (each such postponing event, an **Extraordinary Postponing Event**) and Citi may declare an Extraordinary Postponing Event and if Citi makes such a declaration, Citi will notify Holders of the Extraordinary Postponing Event.

In no circumstance shall the Exercise Date or Extraordinary Termination Event be postponed to a date later than 10 Business Days after the original Exercise Date or nominated Termination Date.

## 2.4 Extraordinary Termination Events

If an Extraordinary Event has occurred and, in the reasonable opinion of Citi, is continuing and is likely to continue, Citi may declare an Extraordinary Termination Event.

As soon as reasonably possible after the declaration of an Extraordinary Termination Event, Citi will publicly announce the occurrence of the Extraordinary Termination Event, the termination of the applicable Series of CitiFirst Index MINIs and the Termination Date in a manner reasonably satisfactory to ASX.

If an Extraordinary Termination Event occurs after:

- a) Citi has given an Issuer Call Notice, then the Extraordinary Termination Event will override the Issuer Call Notice provided that the Extraordinary Termination Event occurs on or before the Issuer Call Date;
- b) a Holder has submitted a valid Exercise Notice to Citi, then the Extraordinary Termination Event will override the Exercise Notice provided that the Extraordinary Termination Event occurs on or before the Settlement Date; or
- c) a Stop Loss Trigger Event has occurred, then the Extraordinary Termination Event will override the Stop Loss Trigger Event provided that the Extraordinary Termination Event occurs on or before the Stop Loss Trading Open.

## 3 EXERCISE OF CITIFIRST INDEX MINI

### 3.1 Exercise Notice

- a) Subject to clause 3.1(c), a Holder of a CitiFirst Index MINI may exercise the CitiFirst Index MINI by first, contacting Citi to obtain a Locked In Strike Level and an Exercise Reference Number, and secondly, delivering to Citi a duly completed Exercise Notice.
- b) A Holder wishing to exercise their CitiFirst Index MINI must contact Citi on 1300 30 70 70 prior to delivering the Exercise Notice to Citi to obtain a Locked In Strike Level and Exercise Reference Number. If the Exercise Notice is received by Citi within 2 Business Days of the Holder obtaining a Locked In Strike Level and Exercise Reference Number, the Locked In Strike Level will be used as the Current Strike Level for the purposes of calculating the Exercise Amount.
- c) Subject to clause 3.1(b) above, any Exercise Notice will be effective if it is received by Citi before 2pm, Sydney time, on any Business Day provided that:
  - i. no Stop Loss Trigger Event has occurred;

- ii. no Extraordinary Termination Event has been declared;
- iii. if an Extraordinary Termination Event has been declared and Citi has paid the Termination Amount to the Holder prior to that time; or
- iv. the CitiFirst Index MINI has not been terminated or suspended from trading for any other reason (as determined by Citi in acting reasonably).

If the Exercise Notice is received by Citi on a non-Business Day or on a Business Day after 2pm, Sydney time, it shall become effective on the next Business Day.

- d) After Citi has received a valid and duly completed Exercise Notice from a Holder, the CitiFirst Index MINIs the subject of that Exercise Notice cannot be traded and Citi and the Registrar are under no obligation to record any transfer of those CitiFirst Index MINIs in the Register after delivery of that valid Exercise Notice.

### 3.2 Exercise by Unregistered Person

Where a person claims to be entitled to be registered as the Holder of a CitiFirst Index MINI but their name does not appear in the Register as the Holder, that person may exercise the CitiFirst Index MINI by giving to Citi an Exercise Notice in respect of the CitiFirst Index MINI to be exercised specifying that the person claims to be so entitled.

In those circumstances, if the person giving the Exercise Notice becomes registered or is entitled to be registered as the Holder before the Business Day which is 6 Business Days after the Exercise Date then the Exercise Notice is to be treated as having been properly given and becomes effective immediately on that person becoming so registered.

### 3.3 Multiple Exercise Notices

If more than one Exercise Notice which is otherwise effective is given under either or both clause 3.1 and clause 3.2 in respect of a CitiFirst Index MINI, the only Exercise Notice in respect of that CitiFirst Index MINI which is to be treated as being effective is that given by the person who, to the knowledge, or in the reasonable opinion, of Citi, was the last of those persons who, before the Closing Time on the Exercise Date, became entitled to be registered as the Holder of that CitiFirst Index MINI (which may, if that is the case, include the person entitled to be registered as the Holder at the Closing Time on the Exercise Date) and every other Exercise Notice given in respect of that CitiFirst Index MINI, notwithstanding clauses 3.1 and 3.2, is of no force or effect.

### 3.4 Effectiveness of Exercise Notices

An Exercise Notice given under clause 3.1, 3.2 or 3.3 becomes valid and effective if and only if:

- a) it is duly completed and in the proper form as determined by Citi;
- b) the CitiFirst Index MINI has not terminated under clause 1.4 above; and
- c) the Exercise Notice is effective under clause 3.1(c).

If the requirements for an effective Exercise Notice set out in clauses 3.4(a) to (c) above are not satisfied, the Exercise Notice is null and void and Citi must give a notice accompanied by the purported Exercise Notice and all documents which accompanied it (including any cheque) to the person who gave that Exercise Notice not later than the Business Day which is 10 Business Days after the day on which the purported Exercise Notice was given to Citi.

Any determination as to whether an Exercise Notice is duly completed and in proper form and otherwise effective shall be made by Citi and shall be conclusive and binding on Citi and the Holder.

### 3.5 Cash Settlement

When a valid Exercise Notice is given, it does not:

- a) in the case of a MINI Long, give the Holder of that MINI Long the right to delivery of the Underlying Index Futures or any Securities making up the Underlying Index; and
- b) in the case of a MINI Short, give the Holder of that MINI Short the right to deliver the Underlying Index Futures or any Securities making up the Underlying Index to Citi.

Instead, the exercise of a CitiFirst Index MINI will result in a Cash Settlement of the Exercise Amount from Citi to the CitiFirst Index MINI Holder, with the minimum possible value of that Exercise Amount being zero. The Exercise Amount is payable by Citi to the Holder on the Settlement Date.

### 3.6 Interest

If Citi does not pay the amount calculated in accordance with clause 3.5 by the time specified, interest accrues on that amount at the Default Rate accruing daily from the last day on which Citi was required to pay the exercising Holder under clause 3.5 until payment is made.

### 3.7 Calculations and Securities

In these Terms of Issue:

- a) all calculations will be done to no less than three decimal places; and
- b) no rounding of numbers will occur until a Holder exercises a CitiFirst Index MINI

and at that time the entitlement attaching to all CitiFirst Index MINIs of that Holder the subject of exercise will be aggregated and that aggregate will be rounded so that all money amounts are rounded to the nearest whole cent.

In the absence of negligence, manifest error or wilful misconduct on its part, Citi will not have any responsibility for any errors or omissions in the calculation of any amount including any Termination Amount, Stop Loss Amount or Exercise Amount.

### 3.8 Warranties by Holder on Exercise of CitiFirst Index MINI

By giving an Exercise Notice, the Holder warrants that:

- a) the Holder has good, complete and unencumbered title to the CitiFirst Index MINIs;
- b) none of the CitiFirst Index MINIs the subject of the Exercise Notice, will breach or result in a breach of any exchange control, fiscal or other laws or regulations for the time being applicable; and
- c) the Holder is not a resident or national of any jurisdiction where the exercise of the CitiFirst Index MINIs is prohibited by any law or regulation or where compliance with the relevant laws or regulations would require filing or other action by Citi or any related entity of Citi,

and the Holder agrees to indemnify Citi against any loss, liability, damage, claim, cost or expense incurred as a result, directly or indirectly, of any warranty given by the Holder in this clause 3.8 proving to be untrue or incorrect.

### 3.9 Non publication or modification of the Index Futures Level

In the event that the Index Futures Level is calculated but not published by S&P, the Termination Date shall be postponed in accordance with clause 2.3, and the Final Reference Level shall be calculated by reference to the level of the Index Futures Level as obtained by Citi from such publicly available sources it considers appropriate in its absolute discretion.

### 3.10 Calculation of Index Futures Level

In the event that the Index Futures Level is not calculated by S&P but is calculated and publicly announced by another person or party (the “**Third Party**”), the Final Reference Level shall be calculated by reference to the Index Futures Level so calculated and announced by the Third Party, provided such Third Party is approved by Citi in its absolute discretion.

If neither S&P nor any Third Party is calculating and publishing the Index Futures Level, Citi shall make such calculations as it considers may be required to determine the Final Reference Level using the formula and method

of calculating the Index Futures Level in effect on the date the Index Futures Level was last calculated.

In the event that S&P or the Third Party makes (in the reasonable opinion of Citi) a significant change in the formula for or the method of calculating the Index Futures Level, Citi shall make such calculations as it determines may be required to determine the Final Reference Level using the formula for or method of calculating the Index Futures Level in effect prior to such change or modification.

### 3.11 Method of Payment

Citi will make all payments to Holders in respect of the CitiFirst Index MINIs in Australian Dollars. All payments made to Citi in respect of the CitiFirst Index MINIs must be made in Australian Dollars.

## 4 NOTICES

### 4.1 When Notice is required

Citi must give notice to each Holder:

- a) on the expiry of a CitiFirst Index MINI, within 10 Business Days after the Relevant Expiry Date;
- b) on the occurrence of an Extraordinary Event and any Extraordinary Postponing Event; and
- c) as otherwise required by this PDS.

### 4.2 Method of giving Notice

Except where otherwise provided by these Terms of Issue, all notices required or permitted to be given by Citi to a Holder pursuant to these Terms of Issue must be in writing and are treated as being duly given if:

- a) left at the Holder's address as it appears in the Register; or
- b) sent by pre-paid mail to the Holder's address as it appears in the Register (which must be airmail if that address is not within Australia).

### 4.3 Time of Receipt

A notice given by Citi in accordance with clause 4.2 is treated as having been duly given and received:

- a) when delivered – in the case of it being left at the Holder's address as it appears in the Register; or
- b) on the third Business Day after posting – in the case of it being sent by pre-paid mail.

### 4.4 Address of Parties

For the purposes of this clause 4 if more than one person is entered in the Register as the Holder of a CitiFirst Index MINI, a notice given to any of those persons is effective as notice to all those persons.

### 4.5 Notices by Holder

All notices required or permitted to be given by the Holder to Citi pursuant to these Terms of Issue or otherwise in respect of the CitiFirst Index MINI must be in writing and are treated as being duly given if and only if they are actually received at the office of Citi or at such other address as Citi may notify to the Holder.

## 5 GENERAL

### 5.1 Variation of Terms of Issue

Citi may from time to time by notice sent to the Holder make any Change to these Terms of Issue (provided ASX is notified of the amendment by no later than the time that the amendment is to come into effect or such other time as stated in the Operating Rules Procedures) in the following circumstances:

- a) if the Change is necessary in the opinion of Citi to comply with any statutory or other requirements of law or any requirement of ASX;
- b) to accommodate transfers;
- c) if the Change is made for the purpose of rectifying any ambiguity, error, or defect which does not materially prejudice the interests of Holders;
- d) where, in the reasonable opinion of Citi, the amendment does not materially prejudice the interests of the Holders;
- e) in the case of an Adjustment Event or an Extraordinary Event; or
- f) where the terms of that Change are authorised by a resolution of the Holders passed in accordance with the following:
  - i. Citi dispatches by notice to every Holder a document setting out the terms of the proposed Change together with a ballot paper enabling the Holder (other than Citi or its associates) to vote either in favour of or against the Change, a document setting out the reasons for and any advantages or disadvantages of the Change and a document authorises the provisions of this clause 5.1(f);
  - ii. Citi retains all ballot papers which are returned to it within the voting period (which must, in any event, be not less than 20 Business Days after the date of dispatch of the last

- of the notices referred to in paragraph (i) of clause 5.1(f));
- iii. Citi's auditor (after consultation with Citi's lawyers, if desired by either the auditor or Citi) determines the validity of all ballot papers returned during the voting period and if Citi or an "associate" of Citi (within the meaning of Part 1.2, Division 2 of the Corporations Act (other than section 13)) (except if the person holds the relevant CitiFirst Index MINIs as trustee or nominee for another person) returns a ballot paper to a Holder it is to be treated as not being valid;
  - iv. Citi's auditor adds together all of the votes cast on valid ballot papers during the voting period (calculated on the basis of one vote for each CitiFirst Index MINI held by the person casting that vote) in favour of the Change and all of the votes cast on valid ballot papers during the voting period (calculated on the same basis) against the Change; and
  - v. the number of votes validly cast in favour of the Change (as determined by the previous paragraph) is not less than 75% of the total number of votes validly cast,

except that the Relevant Expiry Date is not to be amended except in the case of an Extraordinary Termination Event or Extraordinary Postponing Event.

## 5.2 Notification of Change to ASX

Any Change to these Terms of Issue made under clause 5.1 must be notified to ASX and, if requested by ASX, be notified to the market.

## 5.3 No Requisition by Holders

Nothing in these Terms of Issue authorises a Holder (alone or together with other Holders) to requisition the consideration of any resolution.

## 5.4 Waiver

The failure, delay, relaxation or indulgence on the part of Citi in exercising any power or right conferred upon Citi by these Terms of Issue does not operate as a waiver of that power or right nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms of Issue.

## 5.5 Discretions

The Holder may not give any direction to Citi, even where the CitiFirst Index MINI is exercised, concerning the exercise by Citi of any discretion relating to CitiFirst Index MINIs, or any discretion conferred on Citi by these Terms of Issue.

## 5.6 Governing Law and Jurisdiction

CitiFirst Index MINIs and this PDS are governed by and construed in accordance with the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.

## 5.7 Telephone Recording

The Holder agrees to the tape recording by Citi of any telephone conversations concerning the CitiFirst Index MINI, the retention of any tape recording so made and the use of any tape recording so made as evidence of the content of the conversation.

# SECTION 10 – DEFINITIONS AND INTERPRETATION

## 10.1 DEFINITIONS

**Adjustment** means an adjustment, amendment or variation of these Terms of Issue, or of the parameters of CitiFirst Index MINIs, as a result of an Adjustment Event in accordance with clause 1.7 of the Terms of Issue.

**Adjustment Event** means:

- a) any event beyond Citi's reasonable control and which Citi determines, in good faith, will render Citi's performance of its present or future obligations in relation to CitiFirst Index MINIs, impossible, unlawful, illegal or otherwise prohibited by law;
- b) a Market Disruption Event;
- c) a Citi Hedging Event;
- d) an Extraordinary Event; and
- e) any actual or proposed event which (in Citi's reasonable opinion) is reasonably expected to result in the occurrence of any of the events set out in paragraphs (a) to (d) above.

**American Style** means, in respect of a CitiFirst Index MINI, that a CitiFirst Index MINI can be exercised on any Business Day.

**APRA** means the Australian Prudential Regulation Authority.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the market conducted by ASX, as the context requires.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532).

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement as amended or varied from time to time.

**ASX24** means the ASX24 market, previously known as the Sydney Futures Exchange.

**Australian Dollars or \$** means the lawful currency of Australia.

**Business Day** has the meaning given to it in the Operating Rules.

**Cash Settlement** means settlement of the Exercise Amount for a CitiFirst Index MINI in cash, in accordance with clause 3.5 of the Terms of Issue.

**Change** means in respect of the Terms of Issue, any modification, variation, alteration or deletion of, or addition to, the Terms of Issue.

**CHESS** means the Clearing House Electronic Subregister System established and operated by ASX Settlement.

**CHESS Approved Financial Products** means financial products which are approved under section 8 of the ASX Settlement Operating Rules.

**Citi** means Citigroup Global Markets Australia Pty Limited (ABN 64 003 114 832 and AFSL 240992).

**Citi Hedging Event** means:

- a) an event which results in the termination of or an adjustment or change to, Citi's hedging arrangements (if any) for CitiFirst Index MINIs;
- b) Citi becoming unable to redeem, sell, dispose of or liquidate the Underlying Index Futures relevant to a MINI Long; or
- c) Citi becoming unable to acquire, purchase or transfer the Underlying Index Futures relevant to a MINI Short.

**CitiFirst Index MINI** means a MINI Long or a MINI Short, referred to in the Terms of Issue.

**Citigroup Australia Holdings** means Citigroup Global Markets Australia Holdings Pty Limited (ABN 56 081 472 684).

**Closing Time** means 4:10pm Sydney time.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Corporations Regulations** means the regulations made under the Corporations Act.

**Current Strike Level** means, subject to an Adjustment and subject to clauses 3.1(b) and 3.1(c) of the Terms of Issue, an amount determined by Citi in respect of each CitiFirst Index MINI, in accordance with the following:

- a) on the Issue Date, equal to the Initial Strike Level; and
- b) on any subsequent Trading Day:
  - i. for a MINI Long, the Current Strike Level on the previous Trading Day plus the MINI Long Funding Amount; or
  - ii. for a MINI Short, the Current Strike Level on the previous Trading Day minus the MINI Short Funding Amount.

The Current Strike Level will be adjusted by Citi on each Rollover Date as a result of a rollover and notified to Holders in the daily pricing matrix of its website and through the ASX Market Announcements Platform before trading commences on the Rollover Date.

**Default Rate** means, on any day, the interest rate calculated by adding 2 per cent to the prime rate (being the base lending rate published for prime corporate customers by Citi in Australia) which applies on that day to overdrafts with Citi.

**Entity** means any person, body corporate or other entity, but does not include Citi.

**Exercise** means a Holder's exercise of the CitiFirst Index MINIs, in accordance with clause 3 of the Terms of Issue.

**Exercise Amount** means the amount calculated on the Exercise Date for a CitiFirst Index MINI under the following formulae:

a) for a MINI Long:

$[(\text{Final Reference Level} - \text{Current Strike Level}) \times \text{Index Multiplier}] - \text{Exercise Fee}$

b) for a MINI Short:

$[(\text{Current Strike Level} - \text{Final Reference Level}) \times \text{Index Multiplier}] - \text{Exercise Fee}$ .

**Exercise Date** means the date when a valid Exercise Notice is received by Citi.

**Exercise Fee** means the fee payable to and retained by Citi on the Exercise of a CitiFirst Index MINI, to compensate Citi for the costs and expenses Citi incurs in connection with the Exercise. The amount of the Exercise Fee is determined by Citi in respect of each Exercise but it cannot exceed 1% of the Purchase Price as at the close of trading on the Exercise Date.

The Exercise Amount, which a Holder receives following the Exercise of a CitiFirst Index MINI, is determined net of the Exercise Fee.

**Exercise Notice** means a notice in the form enclosed with this PDS given by the Holder or other person entitled to give such a notice to Citi in respect of a CitiFirst Index MINI in accordance with clause 3 of the Terms of Issue.

**Exercise Reference Number** means the number provided by Citi to a Holder in connection with locking in a Strike Level for an Exercise.

**Expenses** mean any incidental costs and expenses reasonably incurred by Citi in relation to the CitiFirst Index MINIs including, amongst other things, unwinding of any hedging arrangements, Tax or other expenses. Expenses may amount up to but will not exceed 20% of the Termination Amount.

**Extraordinary Event** has the meaning given to it in clause 2.1 of the Terms of Issue.

**Extraordinary Postponing Event** has the meaning given to it in clause 2.3 of the Terms of Issue.

**Extraordinary Termination Event** means an Extraordinary Event declared to be an "Extraordinary Termination Event" in accordance with clause 2.4 of the Terms of Issue.

**Final Reference Level** means:

- a) the Index Futures Level at the Closing Time on an Issuer Call Date, an Exercise Date for an Exercise or the Termination Date for an Extraordinary Termination Event (as applicable), without regard to any subsequently published correction; or
- b) subject to paragraph (c) below, if a Market Disruption Event occurs on the relevant date, the Index Futures Level at the

Closing Time on the next Trading Day after the cessation of the Market Disruption Event; or

- c) if a Market Disruption Event occurs on the relevant date and Citi decides that the Index Futures Level cannot be determined or if the Market Disruption Event continues for five consecutive Business Days, the amount determined by Citi in good faith to be the Index Futures Level on the relevant date at the Closing Time having regard to the then prevailing market conditions, the last reported Index Futures Level and any other factors Citi reasonably determines to be relevant.

If an Issuer Call Date is determined under paragraph (c) of the definition of Issuer Call Date, the Final Reference Level in relation to that Issuer Call Date will be determined having regard to the prevailing market conditions on that Issuer Call Date, the last reported Index Futures Level and any other factors as Citi determines to be relevant.

**FSG** means the financial services guide that appears as Appendix 1 to this PDS.

**Group** has the meaning given to it in Section 7.

**HIN or Holder Identification Number** has the meaning given to it in the ASX Settlement Operating Rules.

**Holder** means a person whose name is for the time being entered in the Register as the holder of a CitiFirst Index MINI.

**Index Futures Level** means the level of the Underlying Index Futures as published or reported by S&P (subject to clauses 3.9 and 3.10 of the Terms of Issue).

**Index Multiplier** means 0.01 or such other number specified in the Term Sheet or as adjusted by Citi from time to time and notified to Holders in accordance with the Terms of Issue.

**Initial Stop Loss Trigger Level** in relation to a Series, means the amount specified as the 'Initial Stop Loss Trigger Level' for that Series on the date of this PDS in the Term Sheet which will be set equal to the Initial Strike Level.

**Initial Strike Level** means the 'Initial Strike Level' for a CitiFirst Index MINI on the date of this PDS, as specified in the Term Sheet.

**Interest Rate** means the annual rate of interest for a CitiFirst Index MINI determined by Citi in its absolute discretion and published from time to time on the ASX website and [www.citifirst.com.au](http://www.citifirst.com.au).

**Issue Date** means the date of issue of the CitiFirst Index MINIs referred to in this PDS, as specified in the Term Sheet.

**Issue Size** means the number of CitiFirst Index MINIs issued per Series as set out in the Term Sheet. There is no minimum Issue Size. Citi may increase the Issue Size.



**Issuer Call** means the termination of CitiFirst Index MINIs by Citi in accordance with clause 1.4 of the Terms of Issue.

**Issuer Call Commencement Date** means the first Business Day following the date three months after the Issue Date.

**Issuer Call Date** means:

- a) the day specified as such in the Issuer Call Notice; or
- b) if that day is not a Trading Day:
  - i. the next succeeding Trading Day unless, in the determination of Citi, a Market Disruption Event has occurred on that day; or
  - ii. subject to paragraph (c), if a Market Disruption Event has occurred on that day, the next succeeding Trading Day on which Citi determines that there is no Market Disruption Event; or
- c) if Citi determines that there is a Market Disruption Event occurring on each of the five Trading Days immediately following the originally scheduled Issuer Call Date, the fifth Trading Day following the date specified as such in the Issuer Call Notice.

**Issuer Call Notice** means a notice of an Issuer Call given in accordance with clause 1.4(a) of the Terms of Issue.

**Listing Rules** means the listing rules of ASX as amended or varied from time to time.

**Locked In Strike Level** means the Strike Level provided to a Holder by Citi with an Exercise Reference Number under clause 3.1(b) of the Terms of Issue. The Locked In Strike Level will be the Current Strike Level for the purposes of calculating the Exercise Amount.

**Market Disruption Event** means:

- a) an event which leads to a material disruption in or the cessation of trading on the ASX in relation to the CitiFirst Index MINI or Securities comprising the Underlying Index or on the ASX24 in relation to the Underlying Index Futures;
- b) an event which adversely affects the ability of market participants generally to trade on the ASX in the CitiFirst Index MINI or Securities comprising the Underlying Index or on the ASX24 in relation to the Underlying Index Futures; or
- c) the declaration of a general moratorium in respect of banking activities in Australia,

but excludes a disruption in trading or cessation of trading as a result of the ASX announcing that a day will not be a Trading Day or as a result of an announced change in the regular trading hours of the ASX.

**MINI Long** means a CitiFirst Index MINI specified as a "MINI Long" in the Term Sheet.

**MINI Long Funding Amount** means the cost of the leverage incorporated in a MINI Long. It is the cost 'paid' by a Holder to hold a MINI Long beyond the Trading Day on which it was acquired. This amount is not physically paid but is added to the Strike Level, giving the same effect. Subject to an Adjustment, the MINI Long Funding Amount per day is equal to:

$$\frac{(\text{Interest Rate of MINI Long}) \times \text{Strike Level}}{365}$$

**MINI Short** means a CitiFirst Index MINI specified as a "MINI Short" in the Term Sheet.

**MINI Short Funding Amount** means the cost of the leverage incorporated in a MINI Short. It is the cost 'paid' by a Holder if a MINI Short is held beyond the Trading Day on which it was acquired. This amount is not physically paid, but is subtracted from the Strike Level, giving the same effect. Subject to an Adjustment, the MINI Short Funding Amount per day is equal to:

$$\frac{(\text{Interest Rate of MINI Short}) \times \text{Strike Level}}{365}$$

**mm** means million.

**National Guarantee Fund** means the fund which may provide compensation under Division 4 of Part 7.5 of the Corporations Act in respect of a financial market.

**Operating Rules** means the operating rules of ASX as amended or varied from time to time.

**Operating Rules Procedures** means the procedures for the Operating Rules as amended or varied from time to time.

**Original Index Futures Level** means the Index Futures Level at the time the CitiFirst Index MINI was acquired by the Holder.

**Original Strike Level** means the Strike Level at the time the CitiFirst Index MINI was acquired by the Holder.

**PDS** means this combined financial services guide and product disclosure statement.

**Purchase Price** means the amount paid or payable by the Holder to purchase a CitiFirst Index MINI and calculated in accordance with the formulae in Section 1.3.

**RBA Cash Rate Target** means the Reserve Bank of Australia overnight cash lending rate as advised from time to time.

**Register** means the register of Holders kept and maintained under clause 1.10 of the Terms of Issue.

**Registrar** means Computershare Investor Services Pty Limited (ACN 078 279 277), or any other registrar appointed by Citi.

**Relevant Expiry Date** means, the earlier of:

- a) in relation to an Issuer Call, the Termination Date;
- b) if a Stop Loss Trigger Event occurs:
  - i. on payment by Citi of the Stop Loss Amount; or

- ii. where no Stop Loss Amount is payable, 10 Business Days after the Stop Loss Trading Close;
- c) if an Extraordinary Termination Event occurs, the Termination Date; or
- d) where the CitiFirst Index MINI is Exercised, on the payment of the Exercise Amount.

**Rollover Date** is one Business Day prior to the expiry of an Underlying Index Futures contract, subject to Citi's discretion.

**S&P/ASX 200 Index** means the index so named and published by Standard and Poor's, a division of The McGraw – Hill Companies Inc. or as applicable the trade mark held by The McGraw – Hill Companies Inc.

**Security** has the meaning given to it in the Corporations Act.

**Series** means each Series of CitiFirst Index MINIs as set out in the Term Sheet.

**Settlement Date** means:

- a) in relation to an Issuer Call or an Extraordinary Termination Event, the Termination Date;
- b) in relation to the Exercise of a CitiFirst Index MINI, the fifth Business Day after the Exercise Date; or
- c) such other date as determined by Citi, acting reasonably and notified to the Holder.

**SRN or Shareholder Registration Number** has the meaning given to it in the ASX Settlement Operating Rules.

**Stop Loss Amount** means:

- a) for a MINI Long:  

$$(\text{Stop Loss Termination Level} - \text{Current Strike Level}) \times \text{Index Multiplier}; \text{ or}$$
- b) for a MINI Short:  

$$(\text{Current Strike Level} - \text{Stop Loss Termination Level}) \times \text{Index Multiplier},$$

provided that the Stop Loss Amount cannot be less than zero.

**Stop Loss Reset Date** means:

- a) subject to paragraph (b), the first Trading Day of each calendar month; or
- b) if the date determined under paragraph (a) above is not a Business Day, the Business Day following the date determined under paragraph (a) above;
- c) each Rollover Date; and
- d) each Business Day, at the determination of Citi upon which the Stop Loss Trigger Level is reset by Citi acting in good faith.

**Stop Loss Termination Level** means, subject to an Adjustment, an amount, determined by Citi in its sole and

absolute discretion, to be the fair value for the Underlying Index Futures per CitiFirst Index MINI following the occurrence of the Stop Loss Trigger Event, while unwinding Citi's hedging position (if any) on a "best efforts" basis during the Stop Loss Termination Valuation Period.

**Stop Loss Termination Valuation Date** means the day on which the Stop Loss Trading Open occurs.

**Stop Loss Termination Valuation Period** means the period commencing on the occurrence of the Stop Loss Trigger Event and terminating 1:00pm (Sydney time) on the Stop Loss Termination Valuation Date.

**Stop Loss Trading Close** means, if a Stop Loss Trigger Event occurs, 4pm on the Trading Day after the Stop Loss Trading Open.

**Stop Loss Trading Open** means, if a Stop Loss Trigger Event occurs, 2pm (Sydney time) on the Trading Day after the occurrence of the Stop Loss Trigger Event.

**Stop Loss Trigger Event** means, subject to any Adjustment, the Index Futures Level being:

- a) in the case of a MINI Long: less than or equal to the Stop Loss Trigger Level; or
- b) in the case of a MINI Short: greater than or equal to the Stop Loss Trigger Level,

at any time during day session trading on the ASX24 on any Trading Day, other than at a time when there is, in the determination of Citi, a Market Disruption Event.

**Stop Loss Trigger Level** means, subject to any Adjustment, the amount determined by Citi in its absolute discretion (and rounded to the nearest four decimal places) and announced by Citi to be the 'stop loss trigger level' for a CitiFirst Index MINI on:

- a) the Issue Date; and
- b) on each Stop Loss Reset Date.

**Strike Level** means the amount announced by Citi to be the 'strike level' for a CitiFirst Index MINI, being the strike level for the Issue Date specified in the Term Sheet as adjusted from time to time and as published on the ASX website.

**Takeover Bid** means a takeover pursuant to Chapter 6 of the Corporations Act.

**Tax** includes without limitation any tax, levy, impost, deduction, charge, rate, duty or withholding tax which is levied or imposed by a government or government agency, in relation to the exercise of CitiFirst Index MINIs and includes any related interest, penalty, charge, fee or other amount.

**Termination Amount** means an amount determined by Citi following an Issuer Call or an Extraordinary Termination Event in accordance with the following formula:

- a) for a MINI Long:  

$$[(\text{Final Reference Level} - \text{Current Strike Level}) \times \text{Index Multiplier}] \text{ less Expenses; or}$$
- b) for a MINI Short:  

$$[(\text{Current Strike Level} - \text{Final Reference Level}) \times \text{Index Multiplier}] \text{ less Expenses,}$$

provided that the Termination Amount cannot be less than zero.

Expenses are incidental costs reasonably incurred by Citi and may be up to 20% of the Termination Amount.

**Termination Date** means:

- a) where notice of an Issuer Call is given in accordance with the Terms of Issue, subject to paragraph (c), the date of payment of the Termination Amount for that Issuer Call, which will be five Business Days following the Issuer Call Date; or
- b) if an Extraordinary Termination Event is declared by Citi, subject to paragraph (c), the termination date nominated by Citi and approved by the ASX; or
- c) if an Extraordinary Postponing Event is declared under clause 2.3 of the Terms of Issue, the date determined under paragraph (a) or (b) above may, at Citi's option, be postponed by up to 10 Business Days.

**Term Sheet** means the summary table that appears immediately before Section 1 of this PDS setting out the product specific information for each of the CitiFirst Index MINIs referred to in this PDS.

**Terms of Issue** means the terms of issue of CitiFirst Index MINIs contained in Section 9 of this PDS.

**Trading Day** means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the ASX.

**Underlying Index** means the Underlying Index specified in the Term Sheet to be the "Underlying Index" for a Series, subject to any applicable adjustments as set out in this PDS.

**Underlying Index Futures** means the index futures contract specified in the Term Sheet to be the "Underlying Index Futures" for a Series, subject to any applicable adjustments as set out in this PDS, and as adjusted from time to time on each Rollover Date and notified by Citi on its website <http://www.citifirst.com.au/>.

**US Person** has the meaning given to it by Regulation S under the US Securities Act of 1933.

## 10.2 INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- a) The singular includes the plural and the plural includes the singular.
- b) Words of any gender include all genders.
- c) Other parts of speech and grammatical forms of a word or phrase defined herein have a corresponding meaning.
- d) An expression importing a person includes any partnership, joint venture,

association, corporation or other body corporate as well as an individual.

- e) A reference to a clause is a reference to a clause in the Terms of Issue and a reference to a section or appendix is a reference to a section of, or an appendix to, this PDS.
- f) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- g) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- h) A reference to a person includes that person's successors and permitted assignees.
- i) No provision of this PDS will be construed adversely to a person because that person was responsible for the preparation of this document or that provision.
- j) Specifying anything in this PDS after the words 'include' or 'for example' or similar expressions does not limit what else is included.
- k) Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.
- l) A word or phrase defined in the Corporations Act, the Listing Rules, the Operating Rules or the ASX Settlement Operating Rules as amended from time to time, has the same meaning when used in this PDS unless the context requires otherwise or unless otherwise defined in this PDS.
- m) References to a date or time are to dates and times in Sydney Australia unless specified otherwise.
- n) Where a provision of the Operating Rules or ASX Settlement Operating Rules as they apply (with waivers, notices and approvals from ASX) to the CitiFirst Index MINIs referred to in this PDS is inconsistent with a provision of this PDS, then the provision of this PDS shall be interpreted, or shall be amended, so as to be consistent and to permit compliance with the relevant provision of the Operating Rules, so far as is lawful.

# APPENDIX 1 — FINANCIAL SERVICES GUIDE

## CITIGROUP GLOBAL MARKETS AUSTRALIA PTY LIMITED (ABN 64 003 114 832 / AFSL 240992)

Dated: 3 December 2024

This FSG is an important document and a regulatory requirement under the Corporations Act. It provides you with information about:

- the products and services we are authorised to provide you;
- who we are and how we can be contacted;
- how we (and any other relevant parties) are remunerated;
- any potential conflicts of interest we may have;
- our internal and external complaints handling procedures and how you can access them; and
- how we keep the information you provide to us private.

This FSG should assist you in determining whether to use any of our financial services or products. Should you choose to use any of our financial services or products, you may also receive other documents relevant to the services or products which you should also read carefully.

### WHO IS RESPONSIBLE FOR FINANCIAL SERVICES PROVIDED TO YOU?

Citi is responsible for the financial services described in this FSG. Any financial services offered will be provided by representatives of Citi.

Details of Citi and its relationship with other members of the Citigroup Inc. group of companies appear in Section 7 of the PDS to which this FSG is annexed.

In Australia, Citi is a Participant of the ASX. Citi is able to provide a range of investment, advisory, and stockbroking services to individuals, superannuation funds and trusts, companies and other entities.

You can contact Citi by:

- speaking to your nominated representative;
- if you do not have a nominated representative, calling us on 1300 30 70 70;
- visiting our website at [www.citigroup.com.au](http://www.citigroup.com.au); or
- writing to us at:

Citigroup Global Markets Australia Pty Limited  
Citigroup Centre  
2 Park Street  
Sydney NSW 2000

### WHAT KIND OF FINANCIAL SERVICES IS CITI AUTHORISED TO PROVIDE?

Citi is authorised by its Australian Financial Services Licence to provide, or arrange to provide, the financial products and services set out in this FSG.

We are authorised to provide financial product advice and to deal in the following financial products for both retail and wholesale clients:

- derivatives;
- foreign exchange contracts;
- debentures, stocks or bonds issued or proposed to be issued by a government;
- interests in managed investment schemes excluding investor directed portfolio services; and
- securities.

We are also authorised to provide general financial product advice to retail clients, provide financial product advice for wholesale clients and deal in for wholesale clients for the following financial products:

- carbon units;
- Australian carbon credit units; and
- Eligible international emissions units.

We are authorised to make a market for both retail and wholesale clients in:

- derivatives;
- foreign exchange contracts;
- debentures, stocks or bonds; and
- other financial products.

We are authorised to make a market for wholesale clients in:

- carbon units;
- Australian carbon credit units; and
- Eligible international emissions units.

We also provide underwriting and custodial or depository services for both retail and wholesale clients.

### OUR PRODUCTS AND SERVICES

In Australia, Citi provides investors with access to a comprehensive range of financial products and services, including:

- domestic and international equities;
- domestic and international futures;
- IPOs and secondary market offerings;
- bank bills and fixed income investments;
- listed property trusts;
- managed funds;
- listed options and warrants;
- cash management accounts and trusts;

- stock lending;
- portfolio reporting and administration services; and
- online access for both Australian and international trading accounts.

Products and services are not limited to products offered by Citi and/or its subsidiaries and/or associates. Furthermore, your representative is not required to place any portion of investments placed with Citi and/or its subsidiaries and/or associates.

## YOUR RIGHTS AS AN INVESTOR

Your representative will be acting on behalf of Citi. Citi is therefore responsible to you for any advice your representative provides to you.

## HOW YOU CAN TRANSACT WITH US

You have the right to specify how you would like to give us instructions to transact. For example, by telephone, fax, email, mail or other means.

## POTENTIAL CONFLICTS OF INTEREST WE MAY HAVE

You have the right to be advised of any material interest that your representative, Citi or any of their associates may have in financial products. Material interests are those that could be reasonably expected to be capable of influencing the recommendation of a financial product to you.

Accordingly, you should be aware that:

- if you have been referred to Citi by a third party, that person may receive a share of brokerage charged to you. Your representative will provide you with more details and will disclose any other material interest when he or she makes specific recommendations;
- members of the Citigroup Inc. group of companies may from time to time issue financial products that are recommended and/or distributed by Citi and may benefit from that;
- members of the Citigroup Inc. group of companies may from time to time provide investment banking and other financial services to issuers of financial products;
- representatives are paid an annual salary and your representative may also receive a bonus. However, bonus objectives are not related to any particular product, service or specific business that your representative may arrange on your behalf; and
- Citi will also trade financial products on its own account.

## WHAT YOU SHOULD DO IF YOU HAVE A COMPLAINT

Citi has formal internal complaint handling procedures which are consistent with the applicable Australian

Standard. As a client, you have the right for any complaints in relation to your dealings with Citi to be considered in a timely manner. Our management is committed to a high level of client service, and as such regard all complaints as serious and entitled to be handled fairly, effectively and promptly. Clients may either complain verbally or in written form. If you have any complaint about the service provided to you, you should take the following steps.

### Verbal complaints

If you wish to make a verbal complaint, you can call Citi on 1300 30 70 70 and provide details of your complaint to the Compliance Manager.

### Written complaints

If you wish to make a written complaint, you should write to the Compliance Manager, Citigroup Global Markets Australia Pty Limited, Level 22, 2 Park Street, Sydney NSW 2000, and provide all relevant details of your complaint.

## External Complaint Services and Regulatory Bodies

Citi is a member of the Australian Financial Complaints Authority (AFCA). AFCA assists with the resolution of disputes between consumers and participating financial services providers.

If you have made a complaint to Citi and your complaint has not been resolved within 30 days, or if the complaint has not been resolved to your satisfaction, you have the right to take your complaint to AFCA. AFCA's details are:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne Victoria 3001  
Telephone: 1800 931 678  
Fax: + 61 3 9613 6399  
Web: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)

The complaint must be lodged before the earlier of:

- 2 years from the date you receive written notice advising you of Citi's final position in relation to your complaint and your right to take your complaint to AFCA (if applicable); and
- 6 years from the date you first become aware or should reasonably have become aware of the loss

although AFCA can extend the time limit if it considers that special circumstances apply to your case.

Further information is available from either Citi or AFCA. For a complaint that exceeds \$1,000,000, alternative dispute resolution mechanisms may be utilised.

ASIC also has an information line that you may use to make a complaint and obtain information about your rights on 1300 30 06 30.

## THE NATIONAL GUARANTEE FUND

The National Guarantee Fund is an external fund set up to provide compensation for valid claims arising from dealings with stockbrokers. The circumstances of when

this fund may be available to you are set out in Part 7.5 Division 4 of the Corporations Regulations.

To make a claim under the National Guarantee Fund, you need to refer to the National Guarantee Fund booklet available on the ASX website.

Investors should note that the National Guarantee Fund does not cover all financial products to which this FSG relates. For example, it excludes monies held in a cash management account that may be associated with any affiliate of Citi or your broker.

## COMPENSATION ARRANGEMENTS

Citigroup Inc. has provided a guarantee in respect of Citi's liabilities to customers due to breaches by Citi or its current representatives of their relevant obligations under Chapter 7 of the Corporations Act. The guarantee also covers liabilities in relation to the conduct of representatives and/or employees who no longer work for Citi (but who did at the time of the relevant conduct). The guarantee is approved by ASIC as an alternate compensation arrangement put in place instead of professional indemnity insurance. The guarantee satisfies the requirements under section 912B of the Corporations Act. The guarantee reduces the risk that Citi cannot pay customer claims because of insufficient financial resources.

The guarantee also covers liabilities in relation to the conduct of representatives and/or employees who no longer work for Citi (but who did at the time of the relevant conduct).

## HOW WE ARE REMUNERATED FOR THE SERVICES WE PROVIDE

Citi will charge you a fee for the services provided to you.

### Transaction based fee arrangement

Under a transaction based fee arrangement, Citi will charge you a commission on transactions undertaken based on the value of the securities bought or sold. You will be advised of the rate of commission when you open an account with us and of any changes to our commission rates from time to time. A minimum charge, of which you will be advised before you make a transaction, may apply to some transactions. Details of these commissions and fees are set out in the confirmation or PDS for that particular financial product.

### Other

Fees may also be payable for the provision of services such as the provision of custody arrangements. Your representative will inform you of these in advance. GST is levied on fees charged to Australian residents.

Citi may also receive commissions, volume bonuses and other incentives from fund managers and product issuers (including Citi and/or its associates) whose products we recommend to you. Your representative will explain to you the level of commissions at the time of making the recommendation.

The commissions we receive are usually a percentage of the fund manager's initial and/or ongoing fees.

Commissions received by Citi are described in the PDS for those products that we recommend. Your representative will explain to you how those commissions are calculated at the time of making the recommendation.

## WILL ANYONE BE PAID FOR REFERRALS?

Where you have been referred to us by a third party such as a financial planning group or accountant, we may pay an introductory fee or commission rebate in relation to the referral. Please refer to the financial services guide or statement of advice provided by the relevant third party for more detailed information on payments (if any) that may be payable.

## HOW ARE OUR REPRESENTATIVES REMUNERATED?

Representatives are remunerated on a salary and bonus basis. The bonus is entirely at the discretion of management. Citi employees and directors receive salaries, bonuses based on performance criteria and other benefits from us.

The PDS for the particular product may disclose further details of remuneration received by Citi employees or paid to representatives.

## PARTICULARS OF REMUNERATION

You may request particulars of the remuneration (including commissions) or other benefits received by Citi, its related bodies corporate, and/or a director or employee of Citi or its related bodies corporate that relate to the provision to you of a financial service. However, that request must be made within a reasonable time after you are provided with a copy of this FSG and before any financial services identified in this FSG are provided to you.

## PRIVACY PROTECTION AT CITI

Information in relation to our Privacy Policy and about our collection, use, disclosure and management of your personal information is provided in section 8.11 of the PDS to which this FSG is annexed.

# APPENDIX 2 – EXERCISE NOTICE

PLEASE RETURN THIS EXERCISE NOTICE TO:

**Citigroup Global Markets Australia Pty Limited**  
**Citigroup Centre**  
**2 Park Street**  
**Sydney NSW 2000**

I/We being the Holder of the CitiFirst Index MINIs specified below, hereby exercise those CitiFirst Index MINIs pursuant to the Terms of Issue. This Exercise Notice is irrevocable. By completing this Exercise Notice, you represent that the CitiFirst Index MINIs are neither directly nor indirectly held in favour of a US Person and have been acquired in accordance with the sales restrictions set forth in the PDS.  
I/we exercise our CitiFirst Index MINIs by Cash Settlement.

## A INVESTOR DETAILS

Name	Date of Birth
<input type="text"/>	<input type="text"/>
Account name (if applicable)	
<input type="text"/>	
Name	Date of Birth
<input type="text"/>	<input type="text"/>
Account name (if applicable)	
<input type="text"/>	

## B RESIDENTIAL ADDRESS

PO Box or Street No. & Name	<input type="text"/>	
Suburb	State	Postcode
Country	<input type="text"/>	<input type="text"/>

## C CONTACT DETAILS

Contact Name	<input type="text"/>	
Daytime Telephone	After Hours Phone	Mobile number
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	

## D EXERCISE DETAILS

<input type="checkbox"/> MINI Long	<input type="checkbox"/> MINI Short			
ASX CODE	Exercise Reference Number	Number of MINIs Exercised	Strike Level	Exercise Amount you estimate you will receive
E.g. XYZKOA	123456	4,000	\$5.00	

Please call Citi on 1300 30 70 70 to obtain the Strike Level and Exercise Reference Number.

E	CHESS DETAILS																													
Sponsoring Broker																														
PID				HIN														or SRN												
Street No. & Name																														
Suburb																														
Country																		State				Post Code								
F	APPLICANT'S SIGNATURE (TO BE COMPLETED BY ALL APPLICANTS)																													

**PLEASE READ THE PDS AND TERMS CAREFULLY BEFORE SIGNING THIS EXERCISE NOTICE**

**Please sign this Exercise Notice below** in the appropriate spaces provided. If this Exercise Notice has been signed by an attorney on behalf of an Applicant, each attorney executing the Exercise Notice states that he, she or it has no notice of revocation or suspension of the power of attorney under which the attorney executes this Exercise Notice.

**If the Applicant is a person:**

Signature **Applicant 1**

X	SIGN HERE	Date    /    /
---	-----------	----------------

Title and Full Name

[illegible]

Signature **Applicant 2**

<b>X</b>	<b>SIGN HERE</b>	Date    /    /
----------	------------------	----------------

Title and Full Name

[illegible]

**OR, if the Applicant is a company:**

Please insert your ABN/ACN in the space provided and sign by two directors or one director and one secretary or sign by authorised attorney(s).

[illegible]

Signature of **secretary/director** or authorised attorney

X	SIGN HERE	Date    /    /
---	-----------	----------------

Title and Full Name

[illegible]

Signature of **director or authorised attorney**

<b>X</b>	<b>SIGN HERE</b>	Date    /    /
----------	------------------	----------------

Title and Full Name

[illegible]



# Directory

## **Citi**

Citigroup Global Markets Australia Pty Limited  
Citigroup Centre  
2 Park Street  
Sydney NSW 2000

## **Registrar**

Computershare Investor Services Pty Limited  
Level 4  
60 Carrington Street  
Sydney NSW 2000