



**CITIGROUP FUNDING INC.**  
*(incorporated in the State of Delaware)*  
**U.S.\$30,000,000,000 Euro Medium Term Note and Certificate Programme**  
**unconditionally and irrevocably guaranteed by**  
**CITIGROUP INC.**  
*(incorporated in the State of Delaware)*

This base prospectus supplement (the **Supplement**) constitutes a Supplement for the purposes of Article 13 of the Luxembourg Law on Prospectuses for Securities (the **Prospectus Law**) implementing Directive 2003/71/EC. The Supplement is supplemental to and forms part of and must be read in conjunction with the Base Prospectus dated 19 August 2009 (the **Prospectus**) prepared by Citigroup Funding Inc. (the **Issuer**) with respect to the U.S.\$30,000,000,000 Euro Medium Term Note and Certificate Programme unconditionally and irrevocably guaranteed by Citigroup Inc. (the **Guarantor**). Terms defined in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

This Supplement details amendments to the "Terms and Conditions of the Notes" (and other consequential amendments) to add provisions relating to Notes for which the Underlying is an FX Rate (as defined herein). The amendments contained in this Supplement do not affect the Conditions of any Securities being listed on a regulated market or publicly offered in any jurisdiction as at the date hereof and consequently no walk-away rights arise in relation thereto.

Application has been made to the Luxembourg *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority for the purposes of the Prospectus Law, to approve this Supplement.

The Issuer accepts responsibility for the information contained in this Supplement and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

#### **Front Cover of the Prospectus**

The front cover of the Prospectus shall be amended as set out in Annex 1 hereto.

#### **Risk Factors**

The section entitled "Risk Factors – Risks relating to Notes" set out on pages 17 to 41 of the Prospectus shall be amended as set out in Annex 2 hereto.

#### **Terms and Conditions of the Notes**

The Terms and Conditions of the Notes set out on pages 65 to 166 of the Prospectus shall be amended as set out in Annex 3 hereto.

#### **Final Terms**

The "Pro Forma Final Terms for Issues of Notes" set out on pages 263 to 287 of the Prospectus shall be amended as set out in Annex 4 hereto.

## **Significant and Material Change**

Paragraph 6 of the section entitled "General Information" on page 348 of the Prospectus shall be deemed deleted and replaced with the following paragraph:

"Other than matters disclosed herein and in the Prospectus (including in documents incorporated by reference), there has been no significant change in the financial or trading position of the Issuer since 30 June 2009, the date of the Guarantor's most recent published unaudited financial statements (which include the unaudited half-yearly financial information of the Issuer) and for the Guarantor since 30 June 2009, the date of its most recent published unaudited financial statements, and there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2008, the date of its most recent published audited financial statements and for the Guarantor since 31 December 2008, the date of its most recent published audited financial statements."

## **General**

Where information contained in this Supplement has been sourced from a third party, this information has been accurately reproduced and, so far as the Issuer and the Guarantor are aware and are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Save as disclosed in this Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Prospectus since the publication of the Prospectus.

Copies of this Supplement will be available (i) without charge from the specified office of any paying agent or the specified office of KBL European Private Bankers S.A. as the listing agent in Luxembourg at 43, Boulevard Royal, L-2955 Luxembourg; and (ii) on the website of the Luxembourg Stock Exchange at [www.bourse.lu](http://www.bourse.lu).

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

2 October 2009

## ANNEX 1

### FRONT COVER OF THE PROSPECTUS

The front cover of the Prospectus shall be amended by the deletion of the fourth paragraph thereof and the substitution of the following therefor:

"Securities may be issued whose return (whether, in the case of Notes, in respect of any interest payable on such Notes and/or their redemption amount or, in the case of Certificates, in respect of any amount payable thereunder) is linked to one or more share indices (**Share Index Linked Notes** and **Index Linked Certificates**) or one or more inflation indices (**Inflation Index Linked Notes** and **Inflation Linked Certificates**) or one or more commodities (**Commodity Linked Notes** and **Commodity Linked Certificates**) or one or more shares (**Share Linked Notes** and **Share Linked Certificates**) or Notes may be issued whose return (whether in respect of any interest payable on such Notes and/or their redemption amount) is linked to one or more commodity indices (**Commodity Index Linked Notes**) one or more depositary receipts (**Depositary Receipt Linked Notes**) or one or more exchange traded fund (ETF) shares (**ETF Linked Notes**) or one or more mutual funds (**Mutual Fund Linked Notes**) or one or more currency exchange rates (**FX Rate Linked Notes**), together, **Underlying Linked Securities**, as more fully described herein. Securities may provide that settlement will be by way of cash settlement (**Cash Settled Securities**) or physical delivery (**Physical Delivery Securities**) as provided in the applicable Final Terms."

## ANNEX 2

### RISK FACTORS

The section entitled "Risk Factors – Risks relating to Notes" set out on pages 17 to 41 of the Prospectus shall be amended by the insertion of the following after the subsection entitled "Certain considerations associated with Notes relating to mutual fund interests" on page 32 of such section:

#### **"Certain considerations associated with Notes relating to currency exchange rates**

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

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

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

#### *Disrupted Days*

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

#### *Settlement Disruption*

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

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

## ANNEX 3

### TERMS AND CONDITIONS OF THE NOTES

The Terms and Conditions of the Notes set out on pages 65 to 166 of the Prospectus shall be amended by the insertion of the following as a new Underlying Schedule 9:

#### UNDERLYING SCHEDULE 9 FX RATE CONDITIONS

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

For the avoidance of doubt, defined terms used in this Underlying Schedule shall only apply in respect of Notes linked to FX Rates.

#### 1. DEFINITIONS

**Base Currency** means, in respect of an FX Rate, the currency specified as such in respect of such FX Rate in the applicable Final Terms.

**Currency Pair** means, in respect of an FX Rate, the Quote Currency and the Base Currency specified for such FX Rate in the applicable Final Terms.

**Event Currency** means, in respect of an FX Rate, the Quote Currency and/or the Base Currency, unless otherwise specified in the applicable Final Terms.

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

**FX Rate** means each Underlying specified as such in the applicable Final Terms, being the currency exchange rate of the relevant Currency Pair or cross-rates constituting such Currency Pair determined as set out in the applicable Final Terms.

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

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

**Price Materiality Percentage** means, in respect of Price Materiality, the percentage specified in the applicable Final Terms.

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

**Quote Currency** means, in respect of an FX Rate, the currency specified as such in respect of such FX Rate in the applicable Final Terms.

**Scheduled Trading Day** means, in respect of an FX Rate, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits), or but for the occurrence of a Disrupted Day would

have settled payments and been open for general business (including dealing in foreign exchange and foreign currency deposits) in each of the Specified Financial Centres specified for such FX Rate in the applicable Final Terms.

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

**Specified Financial Centre(s)** means the financial centre(s) specified in the applicable Final Terms.

## 2. VALUATION

### (a) *Closing Valuations*

**Underlying Closing Level** means, in respect of a Valuation Date, the FX Rate for such Valuation Date, as displayed on the applicable Electronic Page(s).

### (b) *Intraday Valuations*

**Underlying Level** means, in respect of a Valuation Date, the FX Rate observed continuously during such during such Valuation Date, as displayed on the applicable Electronic Page.

## 3. DISRUPTION TO VALUATION

**Disrupted Day** means, in respect of an FX Rate, any Scheduled Trading Day for such FX Rate on which a Market Disruption Event occurs.

For the purposes hereof:

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

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

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

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

**Governmental Authority Default** means, with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default, or other similar condition or event (however described), as determined by the Calculation Agent, including, but not limited to, (A) the failure of timely payment in full of any principal, interest, or other amounts due (without giving effect to any

applicable grace periods) in respect of any such security, indebtedness for borrowed money, or guarantee, (B) a declared moratorium, standstill, waiver, deferral, Repudiation, or rescheduling of any principal, interest, or other amounts due in respect of any such security, indebtedness for borrowed money, or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest, or other amounts due in respect of any such security, indebtedness for borrowed money, or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default, or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for borrowed money, or guarantee.

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

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

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

**Price Materiality** means the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage.

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

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

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

**Market Disruption Event** means, in respect of an FX Rate, the occurrence or existence, as determined by the Calculation Agent, of any Price Source Disruption and/or any Trading Suspension or Limitation and/or any Currency Disruption Event specified in respect of such FX Rate in the applicable Final Terms.

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

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

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

#### 4. **ADDITIONAL ADJUSTMENT EVENTS**

The following Additional Adjustment Event shall apply in respect of an FX Rate:

- (i) after the Issue Date and on or before any relevant payment date, a country has lawfully eliminated, converted, redenominated, or exchanged its currency in effect on the Issue Date or any lawful successor currency thereto (the **Successor Currency**), as the case may be (the **Original Currency**), for a Successor Currency.

#### 5. **ADDITIONAL EARLY REDEMPTION EVENTS**

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

#### 6. **ADDITIONAL PROVISIONS**

- (a) *Corrections of published or announced rates*

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

- (b) *Certain Published and Displayed Sources*

If any currency exchange rate specified in any applicable FX Rate is published or announced by more than one price source (including the relevant Electronic Page) and the Electronic Page fails to

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

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

(c) *Settlement Disruption*

If, in the opinion of the Calculation Agent, payment of any amount due in respect of the Notes cannot be made by the Issuer in the Specified Currency on any date on which payment is scheduled to be made under the Notes (a **Relevant Scheduled Payment Date**) due to:

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

(each a **Currency Settlement Disruption Event**) then the Issuer shall be entitled to satisfy its obligations to the Holders by either (i) delaying any such payment until after the Currency Settlement Disruption Event ceases to exist or (ii) making such payment in United States dollars (**USD**) (such payment converted into USD by reference to such currency exchange rate displayed on such price source or otherwise as the Calculation Agent shall determine) on, or as soon as reasonably practicable (in the opinion of the Calculation Agent) after, the Relevant Scheduled Payment Date. Any such delayed payment or payment in USD will not constitute a default and Holders shall not be entitled to further interest or any other payment in respect of any such delay.

## ANNEX 4

### PRO FORMA FINAL TERMS FOR ISSUES OF NOTES

The "Pro Forma Final Terms for Issues of Notes" set out on pages 263 to 287 of the Prospectus shall be amended as follows:

1. Item 16(i)(B) shall be deleted and the following shall be inserted:

(B) Classification: [Share Index/Inflation Index/Commodity Index/  
Commodity/Share/Depository Receipt/ETF  
Share/Mutual Fund Interest/FX Rate/*other*]

2. Item 16(ii) shall be amended by the insertion of the following at the end of such item:

[FX Rate: (*Specify for each FX Rate*)

(A) Base Currency: [ ]

(B) Quote Currency: [ ]

(C) Event Currency [Specify if different to the FX Rate Conditions]  
/Currencies:

*(NB: only required if "General Inconvertibility", "General Non-Transferability", "Material Change in Circumstances", "Nationalisation", "Specific Inconvertibility" or "Specific Non-Transferability" are specified as Currency Disruption Events below)*

(D) Specified Financial [ ]  
Centres:

3. Item 16(iii) shall be amended by the insertion of the following at the end of such item:

[FX Rate:

(A) Currency Disruption [Dual Exchange Rate]  
Event(s): [General Inconvertibility]  
[General Non-Transferability]  
[Governmental Authority Default]  
[Illiquidity]  
[Material Change in Circumstances]  
[Nationalisation]  
[Price Materiality – if applicable also specify "Primary Rate", "Secondary Rate" and "Price Materiality Percentage"]  
[Specific Inconvertibility]  
[Specific Non-Transferability]  
[Specify other]  
*(Specify the Currency Disruption Events which apply (if any) and the related definitions)*

(B) Trade Date: [ ]