



**PROSPECTUS SUPPLEMENT NO. 6
TO THE BASE PROSPECTUS DATED 18 JULY 2019**

GOLDMAN, SACHS & CO. WERTPAPIER GMBH
(Incorporated with limited liability in Germany)

as Issuer

GOLDMAN SACHS FINANCE CORP INTERNATIONAL LTD
(Incorporated with limited liability in Jersey)

as Issuer

GOLDMAN SACHS INTERNATIONAL
(Incorporated with unlimited liability in England)

as Issuer and, in respect of certain Securities only, as Guarantor

THE GOLDMAN SACHS GROUP, INC.
(A corporation organised under the laws of the State of Delaware)

in respect of certain Securities only, as Guarantor

**SERIES P PROGRAMME FOR THE ISSUANCE OF
WARRANTS, NOTES AND CERTIFICATES**

This Prospectus Supplement

This prospectus supplement (the "**Prospectus Supplement**") to the base prospectus dated 18 July 2019 prepared by Goldman, Sachs & Co. Wertpapier GmbH ("**GSW**") as issuer, Goldman Sachs Finance Corp International Ltd ("**GSFCI**") as issuer, Goldman Sachs International ("**GSI**") as issuer and as guarantor in respect of certain Securities only and The Goldman Sachs Group, Inc. ("**GSG**") as guarantor in respect of certain Securities only (the "**Original Base Prospectus**") under their Series P programme for the issuance of warrants, notes and certificates with respect to the securities (the "**Programme**"), constitutes a supplement to the base prospectus for the purposes of Article 13 of Chapter 1 of Part II of the Luxembourg Law on Prospectuses for Securities dated 10 July 2005, as amended on 3 July 2012, 21 December 2012 and 10 May 2016 (the "**Luxembourg Law**"), which remains applicable pursuant to Article 64 of the Luxembourg Law dated 16 July 2019, and should be read in conjunction therewith and with Prospectus Supplement No.1 to the Original Base Prospectus, dated 14 August 2019, Prospectus Supplement No. 2 to the Original Base Prospectus, dated 19 September 2019, Prospectus Supplement No. 3 to the Original Base Prospectus, dated 3 October 2019, Prospectus Supplement No. 4 to the Original Base Prospectus, dated 22 October 2019, and Prospectus Supplement No. 5 to the Original Base Prospectus, dated 13 November 2019 (the Original Base Prospectus as so supplemented, the "**Base Prospectus**"). On 18 July 2019, the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") approved the Original Base Prospectus for the purposes of Article 7 of the Luxembourg Law.

Terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement unless otherwise defined herein. This Prospectus Supplement shall form part of and be read in conjunction with the Base Prospectus.

Right of withdrawal

In accordance with Article 13 paragraph 2 of the Luxembourg Law, investors who have already agreed to purchase

or subscribe for the securities before this Prospectus Supplement is published have the right exercisable until 10 January 2020, which is two working days after the publication of this Prospectus Supplement, to withdraw their acceptances.

Purpose of this Prospectus Supplement

The purpose of this Prospectus Supplement is to (a) update the address of the registered office of GSI, and (c) make certain changes to the information in the "Summary", "General Terms and Conditions of the Instruments", "General Terms and Conditions of the Notes", "Payout Conditions", "Form of Final Terms (Instruments)" and "Form of Final Terms (Notes)" sections of the Base Prospectus.

This Prospectus Supplement and the documents incorporated by reference into this Prospectus Supplement will be available on the website of the Luxembourg Stock Exchange at www.bourse.lu.

Amendments to the Summary

The Summary, as supplemented prior to this Prospectus Supplement, is amended and supplemented as follows:

- (a) Element B.2 (*Domicile, legal form, legislation and country of incorporation of the Issuer*), on pages 2 to 3 of the Original Base Prospectus, shall be amended by deleting the first paragraph thereof and replacing it with the following:

"[GSI is a private unlimited liability company incorporated in England and Wales. GSI mainly operates under English law. The registered office of GSI is Plumtree Court, 25 Shoe Lane, London EC4A 4AU, England.]"

- (b) Element B.19 (B.2) (*Domicile, legal form, legislation and country of incorporation of the Guarantor*), on page 6 of the Original Base Prospectus, shall be amended by deleting the second paragraph thereof and replacing it with the following:

"[GSI is a private unlimited liability company incorporated in England and Wales. GSI mainly operates under English law. The registered office of GSI is Plumtree Court, 25 Shoe Lane, London EC4A 4AU, England.]"

- (c) The following new paragraph shall be inserted in Element C.18 (*Return on the Securities*) on page 36 of the Original Base Prospectus immediately after the paragraph "[*If Modified Participation Security is applicable, insert:*"]

"[*If Modified Participation FX Security is applicable, insert:*

$$CA \times \{PL + [P \times \text{Max}(0; \text{Perf} - \text{Strike})]\} \times \text{FXR}$$

Amendments to the Base Prospectus

The Base Prospectus is amended and supplemented as follows:

1. Change of the address of Goldman Sachs International

Each reference in the Original Base Prospectus to the address of Goldman Sachs International shall be changed from "Peterborough Court, 133 Fleet Street, London EC4A 2BB" to "Plumtree Court, 25 Shoe Lane, London EC4A 4AU, England".

2. Amendments to the section entitled "General Terms and Conditions of the Instruments"

The information in the section entitled "General Terms and Conditions of the Instruments" is amended and supplemented by:

- (a) deleting the definition of "Rate Business Day" in General Instrument Condition 2(a) (*Definitions*) on page 194 of the Original Base Prospectus and replacing it with the following:

"Rate Business Day" means 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) in each of the Relevant Financial Centres as specified in the relevant Final Terms or, if the "Relevant Financial Centre" is specified in the relevant Final Terms to be (a) "TARGET", then the "Rate Business Day" shall be a TARGET Settlement Day, or (b) "US Govt SBD", then the "Rate Business Day" shall be a U.S. Government Securities Business Day;"

- (b) inserting the following definition in General Instrument Condition 2(a) (*Definitions*) on page 199 of the Original Base Prospectus immediately after the definition of "Underlying Asset Conditions":

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;"

- (c) deleting General Instrument Condition 12(c) on page 217 and 218 of the Original Base Prospectus and replacing it with the following:

"(c) *Screen Rate Determination*: If the relevant Final Terms specify "Screen Rate Determination" to be applicable in respect of an Interest Period, the Rate of Interest applicable to the Instruments for such Interest Period will be determined by the Calculation Agent to be a rate equal to the Relevant Reference Rate, and where a "Margin" is specified in the relevant Final Terms for such Interest Period, plus or minus the Margin for such Interest Period, and where a "Participation Rate" is specified in the relevant Final Terms for such Interest Period, multiplying the resulting amount by the Participation Rate for such Interest Period. The **"Relevant Reference Rate"** means, in respect of an Interest Period, if the relevant Final Terms specify:

- (A) "Multiple Screen Rate Determination Rates" to be not applicable, the Reference Rate for such Interest Period determined in accordance with the paragraph below; or
- (B) "Multiple Screen Rate Determination Rates" to be applicable, the Primary Reference Rate or the Secondary Reference Rate as is specified to be applicable in the Interest Rate Table in the column entitled "Applicable Floating Rate Instrument Conditions" in the row corresponding to such Interest Period.

The **"Primary Reference Rate"** or the **"Secondary Reference Rate"** (as applicable) shall be determined for the relevant Interest Period as a Reference Rate in accordance with the paragraph below where the relevant Reference Rate Currency, Interest Determination Date, Relevant Screen Page(s), Relevant Maturity, Relevant Time, Specified Time (if applicable) and Relevant Financial Centre (if applicable) shall be specified in the relevant Final Terms in respect of the Primary Reference Rate or the Secondary Reference Rate (as applicable).

The **"Reference Rate"** will be determined on the following basis:

- (i) the Calculation Agent will determine the Reference Rate to be the rate which appears on the specified Relevant Screen Page(s) as of the Relevant Time on the relevant Interest Determination Date;
- (ii) if such rate does not appear on at least one of the Relevant Screen Pages at or around the Relevant Time on the Interest Determination Date, and:

- (1) if the relevant Final Terms specify "Direct Calculation Agent Determination Fallback" to be applicable, the Rate of Interest applicable to the Instruments during such Interest Period will instead be the rate determined by the Calculation Agent in its discretion, acting in good faith and in a commercially reasonable manner, on the basis of the relevant internally marked mid-rate (derived from externally executable bid and ask prices) of the Calculation Agent at Specified Time on such Interest Determination Date, and applying principles that are recognized in the financial services industry for determining the value of such rate. If the relevant Final Terms specify "Reference Rate 0% Floor" to be applicable and the Reference Rate determined in accordance with the above would otherwise be less than zero, then such Reference Rate shall be deemed to be zero"; or
- (2) if the relevant Final Terms specify "Direct Calculation Agent Determination Fallback" to be not applicable:
 - (A) the Calculation Agent will request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time and determine the arithmetic mean of such quotations; and
 - (B) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Settlement Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Settlement Currency) (or such other Specified Time) on the first day of the relevant Interest Period for loans in the Settlement Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time.

If the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Instruments during such Interest Period shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner having regard to comparable benchmarks then available. If the relevant Final Terms specify "Reference Rate 0% Floor" to be applicable and the Reference Rate determined in accordance with the above would otherwise be less than zero, then such Reference Rate shall be deemed to be zero.

3. Amendments to the section entitled "General Terms and Conditions of the Notes"

The information in the section entitled "General Terms and Conditions of the Notes" is amended and supplemented by:

- (a) deleting the definition of "Rate Business Day" in General Note Condition 2(a) (*Definitions*) on page 270 of the Original Base Prospectus and replacing it with the following:

"Rate Business Day" means 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) in each of the Relevant Financial Centres as specified in the relevant Final Terms or, if the "Relevant Financial Centre" is specified in the relevant Final Terms to be (a) "TARGET", then the "Rate Business Day" shall be a TARGET Settlement Day, or (b) "US Govt SBD", then the "Rate Business Day" shall be a U.S. Government Securities Business Day;"

- (b) inserting the following definition in General Note Condition 2(a) (*Definitions*) on page 275 of the Original Base Prospectus immediately after the definition of "Underlying Asset Conditions":

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;"

- (c) deleting General Note Condition 8(c) on page 283 and 284 of the Original Base Prospectus and replacing it with the following:

"(c) *Screen Rate Determination*: If the relevant Final Terms specify "Screen Rate Determination" to be applicable in respect of an Interest Period, the Rate of Interest applicable to the Notes for such Interest Period will be determined by the Calculation Agent to be a rate equal to the Relevant Reference Rate, and where a "Margin" is specified in the relevant Final Terms for such Interest Period, plus or minus the Margin for such Interest Period, and where a "Participation Rate" is specified in the relevant Final Terms for such Interest Period, multiplying the resulting amount by the Participation Rate for such Interest Period. The **"Relevant Reference Rate"** means, in respect of an Interest Period, if the relevant Final Terms specify:

- (A) "Multiple Screen Rate Determination Rates" to be not applicable, the Reference Rate for such Interest Period determined in accordance with the paragraph below; or
- (B) "Multiple Screen Rate Determination Rates" to be applicable, the Primary Reference Rate or the Secondary Reference Rate as is specified to be applicable in the Interest Rate Table in the column entitled "Applicable Floating Rate Note Conditions" in the row corresponding to such Interest Period.

The **"Primary Reference Rate"** or the **"Secondary Reference Rate"** (as applicable) shall be determined for the relevant Interest Period as a Reference Rate in accordance with the paragraph below where the relevant Reference Rate Currency, Interest Determination Date, Relevant Screen Page(s), Relevant Maturity, Relevant Time, Specified Time (if applicable) and Relevant Financial Centre (if applicable) shall be specified in the relevant Final Terms in respect of the Primary Reference Rate or the Secondary Reference Rate (as applicable).

The **"Reference Rate"** will be determined on the following basis:

- (i) the Calculation Agent will determine the Reference Rate to be the rate which appears on the specified Relevant Screen Page(s) as of the Relevant Time on the relevant Interest Determination Date;
- (ii) if such rate does not appear on at least one of the Relevant Screen Pages at or around the Relevant Time on the Interest Determination Date, and:
- (1) if the relevant Final Terms specify "Direct Calculation Agent Determination Fallback" to be applicable, the Rate of Interest applicable to the Notes during such Interest Period will instead be the rate determined by the Calculation Agent in its discretion, acting in good faith and in a commercially reasonable manner, on the basis

of the relevant internally marked mid-rate (derived from externally executable bid and ask prices) of the Calculation Agent at Specified Time on such Interest Determination Date, and applying principles that are recognized in the financial services industry for determining the value of such rate. If the relevant Final Terms specify "Reference Rate 0% Floor" to be applicable and the Reference Rate determined in accordance with the above would otherwise be less than zero, then such Reference Rate shall be deemed to be zero; or

- (2) if the relevant Final Terms specify "Direct Calculation Agent Determination Fallback" to be not applicable:
 - (A) the Calculation Agent will request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time and determine the arithmetic mean of such quotations; and
 - (B) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Settlement Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Settlement Currency) (or such other Specified Time) on the first day of the relevant Interest Period for loans in the Settlement Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time.

If the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner having regard to comparable benchmarks then available. If the relevant Final Terms specify "Reference Rate 0% Floor" to be applicable and the Reference Rate determined in accordance with the above would otherwise be less than zero, then such Reference Rate shall be deemed to be zero".

4. **Amendments to the section entitled "Payout Conditions"**

The information in the section entitled "Payout Conditions" is amended and supplemented by:

- (a) adding the following sub-paragraph (x) to Payout Condition 1.1(a) on page 349 of the Original Base Prospectus:

"(x) "Modified Participation FX Security" to be applicable, the following formula:

$$CA \times \{PL + [P \times \text{Max}(0; \text{Perf} - \text{Strike})]\} \times \text{FXR},"$$

- (b) deleting the proviso appearing at the end of Payout Condition 1.1(a) on pages 349 to 350 of the Original Base Prospectus and replacing it with the following:

"provided that if the relevant Final Terms specify (A) a Cap, the amount calculated in accordance with the applicable Payout Condition 1.1(a)(i), (ii), (iii), (iv), (v), (vi), (viii), (ix) or (x) shall not exceed the Cap, and/or (B) a Floor, the amount calculated in accordance with Payout Condition 1.1(a) (i), (ii), (iii), (iv),

(v), (vi), (viii), (ix) or (x) shall not be less than the Floor; or".

(c) deleting Payout Condition 1.1(b) on page 350 of the Original Base Prospectus and replacing it with the following:

(b) to be applicable, an amount in the Converted Currency equal to the amount resulting from the conversion by the Calculation Agent of the amount calculated in accordance with the applicable Payout Condition 1.1(a)(i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) or (x) from the Calculation Currency into the Converted Currency at the Currency Conversion Rate in respect of the Currency Conversion Valuation Date.

5. Amendments to the section entitled "Form of Final Terms (Instruments)"

The information in the section entitled "Form of Final Terms (Instruments)" is amended and supplemented by:

(a) deleting paragraph 26(v) of the Contractual Terms, on pages 586 to 588 of the Original Base Prospectus, and replacing it with the following:

"(v) Screen Rate Determination (General Instrument Condition 12(c)): [Not Applicable] [Applicable in respect of [each Interest Period] [in respect of which the Interest Basis is specified to be "Floating Rate" in the table below] [the Interest Periods commencing on (and including) [●]] [each Interest Period in respect of which "Screen Rate Determination" is specified to be applicable in the Interest Rate Table below in the column entitled "Applicable Floating Rate Instrument Conditions" in the row corresponding to such Interest Period]. *(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

(a) Reference Rate: [Bloomberg Page/Reuters Screen] shall prevail.

(b) Reference Rate Currency: [●] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Reference Rate Currency" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].

(c) Interest Determination Date(s): [Any relevant day] [[●] Rate Business Days prior to [any relevant day] [the [●] day of the relevant Interest Period] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Interest Determination Date(s)" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].

(d) Relevant Screen Page(s): [Bloomberg Page: [●]] [and] [Reuters Screen: [●]] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Screen Page(s)" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].

- (e) Relevant Maturity: [●] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Maturity" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (f) Relevant Time: [●] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Time" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (g) Relevant Financial Centre: [●] [TARGET] [US Govt SBD] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Financial Centre" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (h) Specified Time for the purposes of the definition of "Reference Rate" in General Instrument Condition 12(c)(ii): [●] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Specified Time for the purposes of the definition of "Reference Rate" in General Instrument Condition 12(b)(ii)" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (i) Reference Rate 0% Floor: [Applicable] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Reference Rate 0% Floor" in the row corresponding to the Primary Reference Rate or Secondary Reference Rate (as applicable)]
- (j) Multiple Screen Determination Rates: Rate [Applicable] [Not Applicable]. [The Primary Reference Rate is applicable in respect of each Interest Period in respect of which "Primary Reference Rate" is specified to be applicable in the Interest Rate Table in the column entitled "Applicable Floating Rate Instrument Conditions" in the row corresponding to such Interest Period below. The Secondary Reference Rate is applicable in respect of each Interest Period in respect of which "Secondary Reference Rate" is specified to be applicable in the Interest Rate Table in the column entitled "Applicable Floating Rate Instrument Conditions" in the row corresponding to such Interest Period.] *(If Not Applicable, delete the table below)*

- (k) Direct Calculation Agent [Applicable] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Direct Calculation Agent Determination Fallback" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].

[Delete table or columns if not required]

	[Reference Rate Currency]	[Interest Determination Date(s)]	[Relevant Screen Page(s)]	[Relevant Maturity]	[Relevant Time]	[Relevant Financial Centre]	[Specified Time for the purposes of the definition of "Reference Rate" in General Instrument Condition 12(c)(ii)]	[Reference Rate 0% Floor]	Direct Calculation Agent Determination Fallback:
Primary Reference Rate [Bloomberg Page/Reuters Screen] shall prevail.	[●]	[Any relevant day] [[●] Rate Business Days prior to [any relevant day] [the [●] day of the relevant Interest Period]	[Bloomberg Page: [●]] [and] [Reuters Screen: [●]]	[●]	[[●]/Not Applicable]	[●] [TARGET] [US Govt SBD]	[[●]/Not Applicable]	[Applicable / Not Applicable]	[Applicable / Not Applicable]
Secondary Reference Rate [Bloomberg Page/Reuters Screen] shall prevail.	[●]	[Any relevant day] [[●] Rate Business Days prior to [any relevant day] [the [●] day of the relevant Interest Period]	[Bloomberg Page: [●]] [and] [Reuters Screen: [●]]	[●]	[[●]/Not Applicable]	[●] [TARGET] [US Govt SBD]	[[●]/Not Applicable]	[Applicable / Not Applicable]	[Applicable / Not Applicable]

- (b) inserting a new paragraph 35(x) of the Contractual Terms, immediately after paragraph 35(ix) on page 612 of the Original Base Prospectus:

"(x) **Modified Participation FX Security** [Applicable] [Not Applicable]. *(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- (a) Participation: [●].
- (b) Protection Level: [●].
- (c) Perf: [Underlying Performance] [Basket Performance] [Maximum Performance] [Minimum Performance] [Temple Basket Performance].
- Final/Initial (FX): [Applicable] [Not Applicable]. *(If Not Applicable, delete the following sub-paragraph)*
- Asset FX [Non-Inverse Return] [Inverse Return].
- Reference Price (Final): [Final Closing Price] [Final Average Price] [Lookback Price]. [For the purposes of the definition of Lookback Price, [highest] [lowest] is applicable].

- Reference Price (Initial): [[●] per cent. of the] [Initial Closing Price] [Initial Price] [Initial Average Price] [Entry Level] [(specify amount)] [In respect of each Underlying Asset, the amount specified in the Underlying Asset Table in the column entitled "Reference Price (Initial)" in the row corresponding to such Underlying Asset] [Not Applicable].
- j: [●] [Not Applicable].
- Replacement Performance: [●] [per cent.] [Not Applicable].
- Local Cap: [●] [Not Applicable].
- Local Floor: [●] [Not Applicable].
- (d) Strike: [●].
- (e) FXR: [Non-Inverse Return] [Inverse Return] [Not Applicable].
- (f) FX (Initial): [The Exchange Rate in respect of the FX (Initial Valuation Date)] / [●].
- (g) Cap: [●] / [Not Applicable].
- (h) Floor: [●] / [Not Applicable]."

6. Amendments to the section entitled "Form of Final Terms (Notes)"

The information in the section entitled "Form of Final Terms (Notes)" is amended and supplemented by:

- (a) deleting paragraph 27(v) of the Contractual Terms, on page 677 of the Original Base Prospectus, and replacing it with the following:

"(v) Screen Rate Determination (General Note Condition 8(c)): [Not Applicable] [Applicable in respect of [each Interest Period] [in respect of which the Interest Basis is specified to be "Floating Rate" in the table below] [the Interest Periods commencing on (and including) [●]] [each Interest Period in respect of which "Screen Rate Determination" is specified to be applicable in Interest Rate Table in the column entitled "Applicable Floating Rate Note Conditions" in the row corresponding to such Interest Period]]. (If Not Applicable, delete the remaining sub-paragraph of this paragraph)

- (a) Reference Rate: [Bloomberg Page/Reuters Screen] shall prevail.
- (b) Reference Rate Currency: [●] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Reference Rate Currency" in the row

corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].

- (c) Interest Determination Date(s): [Any relevant day] [] Rate Business Days prior to [any relevant day] [the] day of the relevant Interest Period] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Interest Determination Date(s)" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (d) Relevant Screen Page(s): [Bloomberg Page:] [and] [Reuters Screen:] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Screen Page(s)" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (e) Relevant Maturity: [] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Maturity" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (f) Relevant Time: [] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Time" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (g) Relevant Financial Centre: [] [TARGET] [US Govt SBD] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Relevant Financial Centre" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].
- (h) Specified Time for the purposes of the definition of "Reference Rate" in General Note Condition 8(c)(ii): [] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Specified Time for the purposes of the definition of "Reference Rate" in General Note Condition 8(c)(ii)" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].

- (i) Reference Rate 0% Floor: [Applicable] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Reference Rate 0% Floor" in the row corresponding to the Primary Reference Rate or Secondary Reference Rate (as applicable)].
- (j) Multiple Screen Rate Determination Rates: [Applicable] [Not Applicable]. [The Primary Reference Rate is applicable in respect of each Interest Period in respect of which "Primary Reference Rate" is specified to be applicable in the Interest Rate Table in the column entitled "Applicable Floating Rate Note Conditions" in the row corresponding to such Interest Period below. The Secondary Reference Rate is applicable in respect of each Interest Period in respect of which "Secondary Reference Rate" is specified to be applicable in the Interest Rate Table in the column entitled "Applicable Floating Rate Note Conditions" in the row corresponding to such Interest Period].] (If Not Applicable, delete the table below)
- (k) Direct Calculation Agent Determination Fallback: [Applicable] [Not Applicable] [In respect of the Primary Reference Rate and the Secondary Reference Rate, as set out in the table below in the column entitled "Direct Calculation Agent Determination Fallback" in the row corresponding to the Primary Reference Rate or the Secondary Reference Rate (as applicable)].

[Delete table or columns if not required]

	[Reference Rate Currency]	[Interest Determination Date(s)]	[Relevant Screen Page(s)]	[Relevant Maturity]	[Relevant Time]	[Relevant Financial Centre]	[Specified Time for the purposes of the definition of "Reference Rate" in General Note Condition 8(c)(ii)]	[Reference Rate 0% Floor]	Direct Calculation Agent Determination Fallback:
Primary Reference Rate [Bloomberg Page/Reuters Screen] shall prevail.	[●]	[Any relevant day] [[●] Rate Business Days prior to [any relevant day] [the [●] day of the relevant Interest Period]	[Bloomberg Page: [●]] [and] [Reuters Screen: [●]]	[●]	[[●] /Not Applicable]	[●] [TARGET] [US Govt SBD]	[[●] /Not Applicable]	[Applicable/Not Applicable]	[Applicable / Not Applicable]

	[Reference Rate Currency]	[Interest Determination Date(s)]	[Relevant Screen Page(s)]	[Relevant Maturity]	[Relevant Time]	[Relevant Financial Centre]	[Specified Time for the purposes of the definition of "Reference Rate" in General Note Condition 8(c)(ii)]	[Reference Rate 0% Floor]	Direct Calculation Agent Determination Fallback:
Secondary Reference Rate [Bloomberg Page/Reuters Screen] shall prevail.	[●]	[Any relevant day] [[●] Rate Business Days prior to [any relevant day] [the [●] day of the relevant Interest Period]	[Bloomberg Page: [●]] [and] [Reuters Screen: [●]]	[●]	[[●] /Not Applicable]	[●] [TARGET] [US Govt SBD]	[[●] /Not Applicable]	[Applicable/Not Applicable]	[Applicable / Not Applicable] "

(b) inserting a new paragraph 40(x) of the Contractual Terms, immediately after the paragraph 40(ix) on page 705 of the Original Base Prospectus:

- "(x) **Modified Participation FX Security (Payout Condition 1.1(a)(x)):** [Applicable] [Not Applicable]. *(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Participation: [●].
 - (b) Protection Level: [●].
 - (c) Perf: [Underlying Performance] [Basket Performance] [Maximum Performance] [Minimum Performance] [Temple Basket Performance].
 - Final/Initial (FX): [Applicable] [Not Applicable]. *(If Not Applicable, delete the following sub-paragraph)*
 - Asset FX [Non-Inverse Return] [Inverse Return].
 - Reference Price (Final): [Final Closing Price] [Final Average Price] [Lookback Price]. [For the purposes of the definition of Lookback Price, [highest] [lowest] is applicable.].
 - Reference Price (Initial): [[●] per cent. of the] [Initial Closing Price] [Initial Price] [Initial Average Price] [Entry Level] [*specify amount*)] [In respect of each Underlying Asset, the amount specified in the Underlying Asset Table in the column entitled "Reference Price (Initial)" in the row corresponding to such Underlying Asset] [Not Applicable].
 - j: [●] [Not Applicable].
 - Replacement Performance: [●] [per cent.] [Not Applicable].
 - Local Cap: [●] [Not Applicable].
 - Local Floor: [●] [Not Applicable].

- (d) Strike: [●].
- (e) FXR: [Non-Inverse Return] [Inverse Return] [Not Applicable].
- (f) FX (Initial): [The Exchange Rate in respect of the FX (Initial Valuation Date)] / [●].
- (g) Cap: [●] / [Not Applicable].
- (h) Floor: [●] / [Not Applicable]."

Applicable Final Terms

The amendments included in this Prospectus Supplement shall only apply to Final Terms, the date of which falls on or after the approval of this Prospectus Supplement.

Responsibility

Each of GSI, GSW, GSFCI and GSG accepts responsibility for the information given in this Prospectus Supplement and confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus Supplement is, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect its import.

Interpretation

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

References to the Base Prospectus shall hereafter mean the Base Prospectus as supplemented by this Prospectus Supplement.

U.S. notice

This Prospectus Supplement is not for use in, and may not be delivered to or inside, the United States.

The date of this Prospectus Supplement is 8 January 2020.