

**FINAL TERMS**

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF NOTES DESCRIBED BELOW AND THIS DOES NOT CONSTITUTE A "FINAL TERMS" FOR THE PURPOSES OF DIRECTIVE 2003/71/EC**

**Final Terms dated 27 February 2017**

**BrokerCreditService Structured Products plc**

**(incorporated in The Republic of Cyprus)**

**(the "Issuer")**

**Issue of USD 10,000,000 Leveraged Credit Linked Notes due April 2023**

**under the EUR 20,000,000,000 Euro Medium Term Note Programme**

**(the "Programme")**

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

## PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth under the sections entitled “Terms and Conditions of the Notes” and “Annex 6 - Additional Terms and Conditions for Credit Linked Notes” in the Base Prospectus dated 11 January 2017 which constitutes a prospectus (the “**Prospectus**”). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Prospectus.

Full information on the Issuer and the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus and these Final Terms (in each case, together with any documents incorporated therein by reference) are available for viewing at, and copies may be obtained from, Citibank, N.A., London Branch (in its capacity as Fiscal Agent). A copy of these Final Terms and the Prospectus will be sent free of charge by the Issuer to any investor requesting such documents.

1.	Issuer:	BrokerCreditService Structured Products plc
2.	(i) Series Number:	2017-3
	(ii) Tranche Number:	1
	(iii) Fiscal Agency Agreement:	Applicable
3.	Specified Currency:	United States dollars (“ <b>USD</b> ”)
4.	Aggregate Nominal Amount:	
	(i) Series:	USD 10 000 000
	(ii) Tranche:	USD 10 000 000
5.	Issue Price of Tranche:	100 per cent. of the Aggregate Nominal Amount
6.	Minimum Trading Size:	Not Applicable
7.	(i) Specified Denominations:	USD 10 000
	(ii) Calculation Amount:	USD 10 000
8.	(i) Issue Date and Interest Commencement Date:	1 March 2017
9.	Maturity Date:	20 April 2023, or if that is not a Business Day the immediately succeeding Business Day unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day (the “ <b>Scheduled Maturity Date</b> ”) subject as provided in Annex 6 ( <i>Additional Terms and Conditions for Credit Linked Notes</i> )
10.	Form of Notes:	Bearer
11.	Interest Basis:	See paragraph 22 below
12.	Coupon Switch:	Not Applicable
13.	Redemption/Payment Basis:	Redemption linked to the performance of a basket of Reference Obligations, as specified in paragraph 46(x) and Part C below
14.	Change of Interest Basis or	Not Applicable

## Redemption/Payment Basis:

- |     |                         |                |
|-----|-------------------------|----------------|
| 15. | Put/Call Options:       | Not Applicable |
| 16. | Settlement Currency:    | Not Applicable |
| 17. | Knock-in Event:         | Not Applicable |
| 18. | Knock-out Event:        | Not Applicable |
| 19. | Method of distribution: | Non-syndicated |
| 20. | Hybrid Securities:      | Not Applicable |

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

- |     |  |  |
|-----|--|--|
| 21. | Interest:  | Applicable   |
|     | (i) Specified Period:  | Not Applicable   |
|     | (ii) Interest Period(s):   | From (and including) an Interest Period End Date (or in respect of the first Interest Period, the Issue Date) to (but excluding) the next following Interest Period End Date (or the Maturity Date in the case of the last Interest Period)  |
|     | (iii) Interest Period End Date(s):   | Each of: <ul style="list-style-type: none"> <li>(i) 20 April 2017 (the “Cut-off Date”); and</li> <li>(ii) 20 April and 20 October in each calendar year from (and excluding) the Cut-off Date up to (and including) the Maturity Date.</li> </ul>  |
|     | (iv) Business Day Convention for Interest Period End Date(s):  | Following  |
|     | (v) Interest Payment Date(s):  | Each of: <ul style="list-style-type: none"> <li>(i) the Cut-off Date; and</li> <li>(ii) each 20 April and 20 October in each calendar year up to (and including) the Maturity Date.</li> </ul> <p><i>provided that</i> no Credit Event or Acceleration Event has occurred on or before the corresponding Interest Period End Date.</p> |
|     | (vi) Business Day Convention for Interest Payment Date(s):   | Following  |
|     | (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): | BrokerCreditService (Cyprus) Limited   |
|     | (viii) Margin(s):  | Not Applicable   |
|     | (ix) Minimum Interest Rate:  | Not Applicable   |
|     | (x) Maximum Interest Rate:   | Not Applicable   |
|     | (xi) Day Count Fraction:   | Actual/Actual  |

(xii)	Determination Dates:	Not Applicable
(xiii)	Accrual to Redemption:	Not Applicable Accrual to Preceding IPED
(xiv)	Rate of Interest:	See paragraph 22 below
(xv)	Coupon Rate:	Not Applicable
22.	Fixed Rate Provisions:	Applicable
(i)	Fixed Rate of Interest:	In respect of: <ul style="list-style-type: none"> <li>(i) the Interest Period ending on (but excluding) the Cut-off Date, 1.5 per cent. per annum; and</li> <li>(ii) each Interest Period, from (and including) the Cut-off Date, 7 per cent. per annum,</li> </ul> in each case, payable in arrear on each Interest Payment Date
(ii)	Fixed Coupon Amount(s):	Not Applicable
(iii)	Broken Amount(s):	Not Applicable
(iv)	Resettable Notes:	Not Applicable
23.	Floating Rate Provisions:	Not Applicable
24.	Screen Rate Determination:	Not Applicable
25.	ISDA Determination:	Not Applicable
26.	Zero Coupon Provisions:	Not Applicable
27.	Index Linked Interest Provisions:	Not Applicable
28.	Share Linked Interest Provisions:	Not Applicable
29.	Commodity Linked Interest Provisions:	Not Applicable
30.	Fund Linked Interest Provisions:	Not Applicable
31.	ETI Linked Interest Provisions:	Not Applicable
32.	Foreign Exchange (FX) Rate Linked Interest Provisions:	Not Applicable
33.	Underlying Interest Rate Linked Interest Provisions:	Not Applicable
34.	Credit Linked Notes:	Applicable
35.	Additional Business Centre(s):	Any day on which commercial banks are open for business in Moscow (the Russian Federation), New York (the United States of America), London (the United Kingdom) and Limassol (Republic of Cyprus)

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**PROVISIONS RELATING TO REDEMPTION**

36.	Final Redemption Amount:	As specified in Part C below (and, for the avoidance of doubt, the redemption amount in respect of each Security (of the Specified Denomination), shall be such Security's <i>pro rata</i> share of the Final Redemption Amount)
37.	Final Payout:	Not Applicable
38.	Automatic Early Redemption:	Applicable. Unless previously redeemed or purchased and cancelled, if in respect of any day falling in the Automatic Early Redemption Period, an Automatic Early Redemption Event (as defined in Part C below) has occurred, as determined by the Calculation Agent, then the Notes will automatically be redeemed in whole, but not in part, on the Automatic Early Redemption Date in respect of such Automatic Early Redemption Event at an amount equal to the relevant Automatic Early Redemption Amount.
	(i) Automatic Early Redemption Event:	<p>The occurrence of:</p> <ul style="list-style-type: none"> <li>(i) an Event Determination Date in respect a Reference Entity; or</li> <li>(ii) an Acceleration Event.</li> </ul> <p>Where:</p> <p><b>"Acceleration Event"</b> means, in respect of any Business Day falling in the Automatic Early Redemption Period the Basket Performance Ratio (as defined in Part C) in respect of such Business Day is less than 0.82, as determined by the Calculation Agent, and with such Business Day being the <b>"Acceleration Event Date"</b>.</p>
	(ii) Automatic Early Redemption Valuation Time:	Not Applicable
	(iii) Automatic Early Redemption Payout:	Final Redemption Amount (and, for the avoidance of doubt, the redemption amount in respect of each Security (of the Specified Denomination), shall be such Security's <i>pro rata</i> share of the Final Redemption Amount)
	(iv) Automatic Early Redemption Date(s):	<p>In respect of an Automatic Early Redemption Event as a result of:</p> <ul style="list-style-type: none"> <li>(i) the occurrence of an Event Determination Date, the third Business Day following such Event Determination Date; and</li> <li>(ii) the occurrence of an Acceleration Event, the fifth Business Day following the Acceleration Event Date in respect of such Acceleration Event</li> </ul>
	(v) Automatic Early Redemption Price:	Not Applicable
	(vi) Automatic Early Redemption Percentage:	Not Applicable
	(vii) Automatic Early Redemption Percentage Up:	Not Applicable

(viii)	Automatic Early Redemption Percentage Down:	Not Applicable
(ix)	AER Rate:	Not Applicable
(x)	AER Exit Rate:	Not Applicable
(xi)	Automatic Early Redemption Valuation Date(s)/Period(s):	The period from (and including) the Cut-off Date to (and including) the Maturity Date
(xii)	Observation Price Source:	Not Applicable
(xiii)	Underlying Reference Level:	Not Applicable
(xiv)	SPS AER Valuation:	Not Applicable
(xv)	AER Event 1 Underlying(s):	Not Applicable
(xvi)	AER Event 2 Underlying(s):	Not Applicable
(xvii)	AER Event 1 Basket:	Not Applicable
(xviii)	AER Event 2 Basket:	Not Applicable
39.	Call Option:	Not Applicable
40.	Put Option:	Not Applicable
41.	Aggregation:	Not Applicable
42.	Index Linked Redemption Amount:	Not Applicable
43.	Share Linked Redemption Amount:	Not Applicable
44.	Commodity Linked Redemption Amount:	Not Applicable
45.	Fund Linked Redemption Amount:	Not Applicable
46.	Credit Linked Notes:	Applicable
(i)	Type of Credit Linked Notes	Nth-to-Default CLN N: 1
(ii)	Substitution:	Not Applicable
(iii)	Transaction Type:	Applicable
(iv)	Trade Date:	1 March 2017
(v)	Scheduled Maturity Date:	The Maturity Date

- (vi) Maturity Payment Deferral: Not Applicable
- (vii) Calculation Agent responsible for making calculation and determinations pursuant to Annex 6 (*Additional Terms and Conditions for Credit Linked Notes*): The Calculation Agent
- (viii) Reference Entities: Each of:
- (i) Joint Stock Company Gazprom neft (“**Gazprom neft**”);
  - (ii) Public Joint Stock Company «Oil company «LUKOIL» (“**LUKOIL**”);
  - (iii) Sberbank of Russia (“**Sberbank**”);
  - (iv) Public Joint Stock Company “GAZPROM” (“**Gazprom**”); and
  - (v) State corporation "Bank for Development and Foreign Economic Affairs"(Vnesheconombank) (“**Vnesheconombank**”)
- (ix) Reference Entity Notional Amount: In respect of each Reference Entity, an amount in the Specified Currency equal to the Aggregate Nominal Amount
- (x) Reference Obligations: Each of:
- (i) 6.00 per cent. bonds due 27 November 2023 issued by GPN Capital S.A. (ISIN: XS0997544860) (the “**GPN Bonds**”);
  - (ii) 4.563 per cent. bonds due 24 April 2023 issued by Lukoil International Finance B.V. (ISIN: XS0919504562) (the “**Lukoil Bonds**”);
  - (iii) 5.250 per cent. bonds due 23 May 2023 issued by SB Capital S.A. (ISIN: XS0935311240) (the “**SB Bonds**”);
  - (iv) 6.510 per cent. bonds due 7 March 2022 issued by Gaz Capital S.A. (ISIN: XS0290580595) (the “**Gaz Bonds**”); and
  - (v) 6.025 per cent. bonds due 5 July 2022 issued by VEB Finance Plc (ISIN: XS0800817073) (the “**VEB Bonds**”)
- Standard Reference Obligation: Not Applicable
- (xi) Valuation Obligation: Include Non-Affected Reference Entities: Not Applicable
- (xii) All Guarantees: Applicable
- (xiii) Credit Events: The following Credit Events shall apply to this Transaction:
- Obligation Default
- 
- ~~Obligation Default shall also mean any restrictions imposed and/or applied by a~~

Reference Entity with regards to an amount of cash which can be withdrawn from deposit accounts with such Reference Entity (regardless of whether such restrictions are temporary or permanent)

The Default Requirement with respect to this particular Credit Event only shall not apply

Obligation Acceleration

Default Requirement: USD 10,000

Repudiation/Moratorium

Illegality

Bankruptcy

Modified Russia Definition: Applicable

Failure to Pay

Modified Definition: Applicable

Grace Period Extension: Not Applicable

Payment Requirement: USD 100

Restructuring.

Default Requirement: USD 100

Governmental Intervention.

Modified Definition: Applicable

(xiv)	Obligation(s):	Obligation Category: Borrowed Money
(xv)	Settlement Method:	Not Applicable. Following an Event Determination Date the Securities shall be redeemed in accordance with the Automatic Early Redemption provisions set out in paragraph 38 above.
(xvi)	Fallback Settlement Method:	Not Applicable
(xvii)	Deliverable Obligation:	Not Applicable
(xviii)	Excluded Deliverable Obligations:	Not Applicable
(xix)	Partial Cash Settlement of Consent Required Loans Applicable:	Not Applicable
(xx)	Partial Cash Settlement of Assignable Loans Applicable:	Not Applicable
(xxi)	Quotation:	Not Applicable
(xxii)	Settlement Deferral:	Not Applicable
(xxiii)	Cut-off Date:	Not Applicable
(xxiv)	Settlement Currency:	Not Applicable



(xxv)	Merger Event:	Credit Linked Condition 2.3: Not applicable
(xxvi)	LPN Reference Entities:	Applicable
(xxvii)	Financial Reference Entity Terms:	Not Applicable
(xxviii)	Terms relating to Cash Settlement:	As per the Credit Linked Conditions
(xxix)	Terms relating to Physical Settlement:	Not Applicable
(xxx)	Cessation of Interest Accrual:	As per Credit Linked Condition 3.1(a)
(xxxii)	Interest:	As per paragraph 22 above
(xxxiii)	Notice of Publicly Available Information:	Applicable
(xxxiv)	Additional Credit Linked Note Disruption Events:	The following Additional Credit Linked Note Disruption Events apply: Not applicable
(xxxv)	CLN Business Days:	London, New York and Moscow
	Additional Provisions:	No interest shall be payable pursuant to Credit Linked Condition 3.2  Following satisfaction of the Conditions to Settlement, as the result of the occurrence of an Event Determination Date, the Securities shall be redeemed in accordance with the Automatic Early Redemption provisions set out in paragraph 38 above and, for the avoidance of doubt, paragraph 2.2 ( <i>Redemption following Satisfaction of Conditions to Settlement</i> ) of Annex 6 ( <i>Additional Terms and Conditions for Credit Linked Notes</i> ) shall not apply
47.	ETI Linked Redemption Amount:	Not Applicable
48.	Foreign Exchange (FX) Rate Linked Redemption Amount:	Not Applicable
49.	Underlying Interest Rate Linked	Not Applicable
50.	Early Redemption Amount:	
	Early Redemption Amount(s):	An amount equal to the sum of the Principal Amount then outstanding and any interest accrued on such Principal Amount up to (and excluding) the date of redemption (and, for the avoidance of doubt, the redemption amount in respect of each Security (of the Specified Denomination), shall be such Security's <i>pro rata</i> share of such amount)
51.	Provisions applicable to Physical Delivery:	Not Applicable
52.	Variation of Settlement:	
	(i) Issuer's option to vary	The Issuer does not have the option to vary settlement

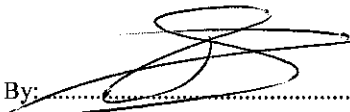
settlement: in respect of the Notes.

(ii) Variation of Settlement of Physical Delivery Notes: Not Applicable

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- 53. Form of Notes: Bearer Notes:  
Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note
- 54. New Global Note: No
- 55. Additional Financial Centre(s) or other special provisions relating to payment dates : London, Moscow and Limassol
- 56. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): No
- 57. Details relating to Partly Paid Notes: Not Applicable
- 58. Details relating to Notes redeemable in instalments: amount of each instalment, date on which each payment is to be made: Not Applicable
- 59. Calculation Agent: BrokerCreditService (Cyprus) Limited

Signed on behalf of the Issuer:

By:  .....

Duly authorised **DIMITRA KARKALLI**

**PART B - OTHER INFORMATION**

1. Listing and Admission to trading
- (i) Listing and admission to trading: Not Applicable
- (ii) Estimate of total expenses related to admission to trading: Not Applicable
2. Ratings Not Applicable
3. Historic Interest Rates Not Applicable

4. **Performance of Reference Entities and Reference Obligations**

Details of the past and future performance and volatility of the Reference Entities and the Reference Obligations can be found as follows:

<b>Gazprom нефт</b>	<a href="http://www.gazprom-neft.com/">http://www.gazprom-neft.com/</a>
<b>The GPN Bonds</b>	<a href="http://www.boerse-berlin.com/index.php/Bonds?isin=XS0997544860">http://www.boerse-berlin.com/index.php/Bonds?isin=XS0997544860</a>
<b>LUKOIL</b>	<a href="http://www.lukoil.com/">http://www.lukoil.com/</a>
<b>The Lukoil Bonds</b>	<a href="http://en.boerse-frankfurt.de/bonds/lukoil_internat_finance_bvdl-notes_201323_regs-Bond-2023-xs0919504562">http://en.boerse-frankfurt.de/bonds/lukoil_internat_finance_bvdl-notes_201323_regs-Bond-2023-xs0919504562</a>
<b>Sberbank</b>	<a href="http://www.sberbank.ru/en/">http://www.sberbank.ru/en/</a>
<b>The SB Bonds</b>	<a href="http://www.boerse-berlin.com/index.php/Bonds?isin=XS0935311240">http://www.boerse-berlin.com/index.php/Bonds?isin=XS0935311240</a>
<b>Gazprom</b>	<a href="http://www.gazprom.com/">http://www.gazprom.com/</a>
<b>The Gaz Bonds</b>	<a href="http://www.boerse-berlin.com/index.php/Bonds?isin=XS0290580595">http://www.boerse-berlin.com/index.php/Bonds?isin=XS0290580595</a>
<b>Vnesheconombank</b>	<a href="http://www.veb.ru/en/">http://www.veb.ru/en/</a>
<b>The VEB Bonds</b>	<a href="http://www.boerse-berlin.com/index.php/Bonds?isin=XS0800817073">http://www.boerse-berlin.com/index.php/Bonds?isin=XS0800817073</a>

5. **OPERATIONAL INFORMATION**

ISIN: XS1567436073

Common Code: 156743607

CFI: DTVXFB

Delivery: Delivery against payment

Names and addresses of additional Paying Agent(s) (if any): Not Applicable

Intended to be held in a manner which No  
would allow Eurosystem eligibility:

## PART C - DEFINITIONS

The following words and expressions shall have the following meanings:

"**Basket Performance Ratio**" means, in respect of a Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Basket Price}}{\text{Initial Basket Price}}$$

"**Basket Price**" means, in respect of any Business Day, an amount calculated by the Calculation Agent equal to the sum of the Closing Prices in respect of each Reference Obligation in respect of such Business Day.

"**Closing Price**" means, in respect of any day and a Reference Obligation, the official closing price excluding accrued interest, expressed as a percentage of the par value of such Reference Obligation, in respect of such Reference Obligation on such day, as published by the Exchange in respect of such Reference Obligation as of the scheduled closing time in respect of such Exchange, provided that: (i) if such Business Day is not a day on which the Exchange is scheduled to be open for business during its normal trading hours (an "**Exchange Business Day**") then the Closing Price for such day will be the Closing Price from the previous Exchange Business Day; and (ii) if such closing price is not published on the Exchange on an Exchange Business Day, the Calculation Agent shall, acting in good faith, seek firm bid quotations (excluding accrued interest) in respect of such Reference Obligation from three leading dealers in the relevant market, and the highest of such firm bid quotations received shall be the Closing Price in respect of such Reference Obligation in respect of such day provided further that if the Calculation Agent is unable to obtain any such quotations, having made commercially reasonable efforts to do so, the Calculation Agent will determine the Closing Price in respect of such Reference Obligation and such day in its sole discretion acting in good faith and a commercially reasonable manner, *provided, however, that*, in each case, if such Reference Obligation has been redeemed in full in accordance with its terms, the Closing Price shall be deemed to be 100%.

"**Exchange**" means, in respect of a Reference Obligation, a primary exchange or quotation system on which such Reference Obligation is traded, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner.

"**Final Basket Performance Ratio**" means an amount calculated by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Final Basket Price}}{\text{Initial Basket Price}}$$

"**Final Basket Price**" means an amount calculated by the Calculation Agent equal to the sum of the Final Closing Prices in respect of each Reference Obligation.

"**Final Closing Price**" means, in respect of each Reference Obligation, the Closing Price in respect of such Reference Obligation in respect of the Final Valuation Date.

"**Final Valuation Date**" means:

- (i) in respect of a redemption of the Notes as a result of an Automatic Early Redemption Event following the occurrence of an Event Determination Date, the relevant Event Determination Date;
- (ii) in respect of a redemption of the Notes as a result of an Automatic Early Redemption Event following the occurrence of an Acceleration Event, any day during the period from (but excluding) the Acceleration Event Date to (and including) the third Business Day following the relevant Acceleration Event Date, as selected by the Calculation Agent in its sole and absolute discretion; and
- (iii) in the case of a redemption of the Notes on the Maturity Date, the day that is two Business Days prior to the Maturity Date.

"**Final Redemption Amount**" means an amount in the Specified Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Aggregate Nominal Amount} \times [1 - ([1 - \text{Final Basket Performance Ratio}] \times \text{Leverage Factor})]$$

**"Initial Basket Price"** means an amount calculated by the Calculation Agent equal to the sum of the Initial Closing Prices in respect of each Reference Obligation.

**"Initial Closing Price"** means, in respect of each Reference Obligation, the Closing Price in respect of such Reference Obligation in respect of the Cut-off Date (or if such day is not a Business Day, the next Business Day).

**"Leverage Factor"** means five.