# USD 21% per annum Phoenix Autocallable EDT linked to the worst of VIAC US, CCL US, CHWY US, RN G US and ROKU US due 11.06.2026 Informed

## **TERM SHEET**

Reference is made to the Structured Products Standard Terms as published on website: <u>http://bcs-sp.com/</u> (**Standard Terms**), which are incorporated by reference herein and form, together with the Request, Confirmation and this Term Sheet a single agreement and shall be read and construed as one document. Capitalized terms used but not defined herein have the meanings ascribed to them under the Standard Terms.

#### 1. General

Valuation Date: Maturity Date: Buyer: Seller Eligible Notional:	11.06.2021 11.06.2026 Principal Brokercreditservice Structured Products Plc The amount of Notional shall be the multiple of USD 1, but in any case not less than USD 30000								
Shares:	Ticker		lssuer			ISIN		Currency	
	VIAC US CCL US		ViacomCBS Inc				92556H2067	USD	
			Carnival Corporation				1436583006	USD	
	CHWY US		Chewy Inc			US16679L1098		USD	
	RNG US		Ringcentral Inc			US76680R2067		USD	
	ROKU US		Roku Inc			US77543R1023		USD	
Event Determination Date(s):	11.09.2021	11	.12.2021	11.03.2022	11.06.20	)22	11.09.2022	11.12.2022	
	11.03.2023 11		.06.2023	11.09.2023	11.12.20	)23	11.03.2024	11.06.2024	
	11.09.2024	11	.12.2024	11.03.2025	11.06.20	)25	11.09.2025	11.12.2025	
	11.03.2026								
First Strike Price:	With respect to each Share, its Initial Price multiplied by 0,65.								
Second Strike Price:	With respect to each Share, its Initial Price multiplied by 1,00.								
Performance Ratio:	The ratio of the Current Price of the relevant Share to its Second Strike Price.								
Coupon:	An amount payable by the Seller to the Buyer pursuant to clause 4(a) herein.								
Coupon Rate:	21,00 % per annum								
Coupon Period:	each Event Determination Date to and including the consequent Ever Determination Date). The first Coupon Period shall start from and excluding the Valuation Date. The last Coupon Period shall end on and including the Maturit								
	Date.								
Worst Performing Share:	The Share with the lowest Performance Ratio on the Maturity Date or the Early Termination Date (as applicable).								
Delivery Volume:	The volume of the Worst Performing Share to be delivered to the Buyer in case								
	the Contract is settled physically pursuant to clause 6 herein. The Delivery								
	Volume sha	/olume shall be calculated:							
<ul> <li>(a) as the Notional divided by the Second Strike Price of the V Performing Share rounding down to the nearest whole number;</li> </ul>								the Worst	
								nber;	

## 2. Prepayment

The Buyer shall pay to the Seller the Notional not later than the day following the Trade Date.

## 3. Autocall

If on any Event Determination Date the Current Price of each Share is equal to above its Second Strike Price, the Contract shall be terminated, and the Seller shall within 2 Business Days upon the relevant Event Determination Date repay to the Buyer the Notional. For the avoidance of doubt, in this case all further obligations between Buyer and Seller are terminated.

## 4. Coupon Payment

If on any Event Determination Date or the Maturity Date the Current Price of each Share is equal to or exceeds the First Strike Price the Buyer will receive:

(a) a Coupon equal to the Coupon Rate on the Notional as calculated for the relevant Coupon Period; and

(b) Coupons calculated with respect to all preceding Coupon Periods, for which no Coupon payments were made.

All payments specified above shall be made within 2 Business Days following the relevant Event Determination Date. For the avoidance of doubt, if on any Event Determination Date or the Maturity Date the Current Price of any Share is below the First Strike Price, no Coupon will be paid for the relevant Coupon Period.

## 5. Cash Settlement

If on the Maturity Date the Current Price of all Shares is equal to or above the First Strike Price, the Seller shall repay to the Buyer the Notional within 2 Business Days thereupon.

## 6. Physical Settlement

If on the Maturity Date the Current Price of any Share is below the First Strike Price the Seller shall deliver to the Buyer the Worst Performing Share in its Delivery Volume within 5 Business Days thereupon.

If due to any circumstances beyond the Seller's reasonable control (including, but not limited to, any Extraordinary Event) the Seller is unable to physically deliver the Worst Performing Share to the Buyer, the Contract shall be settled in cash by payment of the product of the Current Price of the Worst Performing Share and its Delivery Volume to the Buyer within 5 Business Days from the Maturity Date.

## 7. Potential Adjustment Event

If during the period from the date of the Confirmation to and including the Maturity Date any Potential Adjustment Event occurs in relation to any Share (the Affected Share) the Seller shall, following the declaration of the terms of any Potential Adjustment Event, make the corresponding adjustment to the relevant Product terms, as the Seller in its sole and absolute discretion determines appropriate and determine the effective date of that adjustment. The Seller shall within ten 10 Business Days after the date of such adjustment give notice as soon as practicable to the Buyer, stating the adjustment and giving brief details of the Potential Adjustment Event, including the methodology used for the adjustment.

## 8. Extraordinary Event

If during the period from the date of the Confirmation to and including the Maturity Date any Extraordinary Event occurs in relation to any Share (the Affected Share) the Affected Share's Current Price following that Extraordinary Event shall be determined as 70% of its latest available Current Price.

## 9. Early Termination

The Early Termination Amount payable by the Seller to the Buyer within 5 Business Days upon the Early Termination Date shall be 65% of the Notional multiplied by the lesser of (a) one; or (b) the ratio between the Worst Performing Share's Current Price and its Second Strike Price. The Seller may at its own discretion increase the Early Termination Amount.