USD 24,1% per annum Phoenix Autocallable EDT linked to the worst of BIIB US, CCL US, CHWY US, LCID US, M US and VALE US due 02.08.2027 Informed

TERM SHEET

Reference is made to the Structured Products Standard Terms for clients of BCS (Capital (DIFC) Limited 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:		rSERVICE STRUCTURED PRODUC Notional shall be the multiple o		case not less
The Initial Investment Amount	The product of the Notional and the value coefficient			
Shares:	Ticker	Issuer	ISIN	Currency
	BIIB US	Biogen Inc	US09062X1037	USD
	CCL US	Carnival Corporation	PA1436583006	USD
	CHWY US	Chewy Inc	US16679L1098	USD
	LCID US	Lucid Group Inc	US5494981039	USD
	M US	Macy's Inc	US55616P1049	USD
	VALE US	Vale SA ADR	US91912E1055	USD
Event Determination Date(s):	02.11.2022 02	02.02.2023 02.05.2023 02.08	.2023 02.11.2023	02.02.2024
	02.05.2024 02	2.08.2024 02.11.2024 02.02	.2025 02.05.2025	02.08.2025
	02.11.2025 0	2.02.2026 02.05.2026 02.08	.2026 02.11.2026	02.02.2027
Redemption Valuation Date: Initial Price: Coupon Barrier Price: Autocall Price: Redemption Price: Performance Ratio: Coupon: Coupon Rate: Coupon Period:	02.11.2025 02.02.2026 02.05.2026 02.08.2026 02.11.2026 02.02.2027 02.05.2027 Closing Price of a Share as of Valuation Date With respect to each Share, its Initial Price multiplied by 0,7000. With respect to each Share, its Initial Price multiplied by 0,7000. With respect to each Share, its Initial Price multiplied by 0,7000. The ratio of the Current Price of the relevant Share to its Initial Price. An amount payable by the Seller to the Buyer pursuant to clause 4(a) herein. 24,10 % per annum A period of time between the Event Determination Dates (from and excluding each Event Determination Date to and including the consequent Event Determination Date). The first Coupon Period shall start from and excluding the Valuation Date. The last Coupon Period shall end on and including the Maturity Date.			
Value coefficient Worst Performing Share: Volume:	 0,7 The Share with the lowest Performance Ratio on the Redemption Valuation Date or the Early Termination Valuation Date (as applicable). The Volume shall be calculated: (a) as the Notional divided by the Initial Price of the Worst Performing Share rounding down to the nearest whole number; 			

2. Prepayment

The Buyer shall pay to the Seller the Initial Investment Amount 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 Autocall 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, including but not limited to those specified in clauses 4 and 5 hereof, are terminated.

4. Coupon Payment

If on any Event Determination Date or the Redemption Valuation Date the Current Price of each and all Shares are equal to or exceeds the Coupon Barrier 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 Redemption Valuation Date the Current Price of any Share is below the Coupon Barrier Price, no Coupon will be paid for the relevant Coupon Period.

5. Cash Settlement

If on the Redemption Valuation Date the Current Price of each and all Shares is equal to or above the Redemption Price, the Seller shall pay to the Buyer the Notional within 2 Business Day of occurrence of the Maturity Date.

If on the Redemption Valuation Date the Current Price of any Share is below the Redemption Price, the Seller shall pay to the Buyer amount of the product of the Current Price of the Worst Performing Share and the Volume within 5 Business Days from the Maturity Date. The Volume shall be calculated as the Initial Investment Amount divided by the Initial Price of the Worst Performing Share rounding down to the nearest whole number.

6. 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.

7. 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.

8. 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 Initial Investment Amount multiplied by the lesser of (a) one; or (b) the ratio between the Worst Performing Share's Current Price as of Early Termination Valuation Date and its Initial Price. The Seller may at its own discretion increase the Early Termination Amount.