USD dynamic coupon Autocallable EDT linked to the worst of KO US, BABA US, CAT US, SQ US and SNAP US due 21.12.2025 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 21.12.2022 Date:

Maturity Date: 21.12.2025

Buyer: Principal

Seller: BROKERCREDITSERVICE STRUCTURED PRODUCTS PLC

Eligible

Notional: The amount of Notional shall be the multiple of USD 1, but in any case not less than USD 159539.0

The	Initial	The product of the Notional and the value coefficient
Inves	tment	
Amou	unt	

Shares:

Ticker	Issuer	ISIN	Currency
КО	Coca Cola CO	US1912161007	US Dollar
BABA	Alibaba	US01609W1027	
CAT	Caterpillar	US1491231015	
SQ	Block	US8522341036	
SNAP	Snap Inc	US83304A1060	

Event

Determinati						
on Date(s)	Event	Coupon	Coupon	Autocall	Coupon Rate 1	Coupon Rate 2
and relevant	Determination	Barrier 1	Barrier 2	Barrier		
Autocall	Dates					
Prices,	21.03.2023	0.0	0.7	1.0	0.017261	0.049316
Coupon	21.06.2023	0.0	0.7	1.0	0.017644	0.050411
Barrier	21.09.2023	0.0	0.7	1.0	0.017644	0.050411
Prices,	21.12.2023	0.0	0.7	1.0	0.017453	0.049864
Coupon	21.03.2024	0.0	0.7	1.0	0.017453	0.049864
Rates:	21.06.2024	0.0	0.7	1.0	0.017644	0.050411
	21.09.2024	0.0	0.7	1.0	0.017644	0.050411
	21.12.2024	0.0	0.7	1.0	0.017453	0.049864
	21.03.2025	0.0	0.7	1.0	0.017261	0.049316
	21.06.2025	0.0	0.7	1.0	0.017644	0.050411
	21.09.2025	0.0	0.7	1.0	0.017644	0.050411
	21.12.2025	0.0	0.7	—	0.017453	0.049864

Redemption Valuation Date: 22

Initial Price:	Closing Price of a Share as of Valuation Date
Redemption Price:	With respect to each Share, its Initial Price multiplied by 0.6
Coupon Barrier Price N:	With respect to each share, its Initial Price multiplied by Coupon Barrier N.
Value coefficient Autocall Price:	1.0
	With respect to each share, its Initial Price multiplied by Autocall Barrier
Snowball Coefficient:	1.0
Price Coefficient:	1.0
Performance Ratio:	The ratio of the Current Price of the relevant Share to its Initial Price.
Coupon:	An amount payable by the Seller to the Buyer pursuant to clause 4(a) herein.
Coupon Period: Worst Performing Share:	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.
	The Share with the lowest Performance Ratio on the Redemption Valuation Date or the Early Termination Valuation Date (as applicable).
Volume:	 The Volume shall be calculated: (a) if the Worst Performing Share is denominated in the Transaction Currency – as the Notional divided by the product of the Price Coefficient and 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 given Event Determination Date the Current Price of each Share is equal to above respective Autocall Price for the particular Event Determination Date, 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 exceed the specified Coupon Barrier Price (where there is more than one Coupon Barrier Price the highest Coupon Barrier Price met on the particular Event Determination Date applies) the Buyer will receive:

- (a) a Coupon equal to the respective Coupon Rate on the Notional [equivalent to the Coupon Rate with the number corresponding to the number of the relevant Coupon Barrier Price] 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 for the respective amount corresponding to the previous Coupon Periods Coupon Barrier Prices met in those periods multiplied by Snowball Coefficient.

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 lowest 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 Notional 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 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 Notional 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.