**USD 25% per annum Phoenix Autocallable EDT linked to the worst of FUTU US, NOVA US, TME US, XPEV US and ZG US due 07.09.2026 Informed**

**TERM SHEET**

Reference is made to the Structured Products Standard Terms for clients of BCS (Capital (DIFC) Limited as published on website: http://bcs-sp.com/ (**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

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|---|---|
| Valuation Date: | 07.09.2021 |
| Maturity Date: | 07.09.2026 |
| 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 30000 |

Shares:

| Ticker | Issuer | ISIN | Currency |
|---|---|---|---|
| FUTU US | Futu Holdings Ltd | US36118L1061 | USD |
| NOVA US | Sunnova Energy International Inc | US86745K1043 | USD |
| TME US | Tencent Music Entertainment Group | US88034P1093 | USD |
| XPEV US | Xpeng Inc | US98422D1054 | USD |
| ZG US | Zillow Group Inc | US98954M1018 | USD |

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|---|---|---|---|---|---|---|
| Event Determination Date(s): | 07.12.2021 | 07.03.2022 | 07.06.2022 | 07.09.2022 | 07.12.2022 | 07.03.2023 |
| | 07.06.2023 | 07.09.2023 | 07.12.2023 | 07.03.2024 | 07.06.2024 | 07.09.2024 |
| | 07.12.2024 | 07.03.2025 | 07.06.2025 | 07.09.2025 | 07.12.2025 | 07.03.2026 |
| | 07.06.2026 | | | | | |

| | |
|---|---|
| Redemption Valuation Date: | 07.09.2026 |
| Initial Price: | Closing Price of a Share as of Valuation Date |
| Coupon Barrier Price: | With respect to each Share, its Initial Price multiplied by 0,70. |
| Autocall Price: | With respect to each Share, its Initial Price multiplied by 1,00. |
| Redemption Price: | With respect to each Share, its Initial Price multiplied by 0,70. |
| 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 Rate: | 25,00 % per annum |
| Coupon Period: | 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. |
| Worst Performing Share: | 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:<br>(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 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 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 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 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 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.