

**DATE: 16 NOVEMBER 2021**

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**MASTER SCHEDULE OF DEFINITIONS, INTERPRETATION  
AND CONSTRUCTION CLAUSES  
IN RESPECT OF THE  
EUR 20,000,000,000 EURO MEDIUM TERM NOTE PROGRAMME**

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Between

**BROKERCREDITSERVICE STRUCTURED PRODUCTS PLC**

**FG BCS LTD**

**CITIBANK, N.A., LONDON BRANCH**

**BROKERCREDITSERVICE (CYPRUS) LIMITED**

and

**CITIBANK, N.A., LONDON BRANCH**

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## TABLE OF CONTENTS

1.	Schedule Documents.....	1
2.	Definitions .....	1
3.	Statutory Provisions .....	9
4.	Amendments .....	9
5.	Schedules .....	9
6.	Headings .....	9
7.	Number .....	9
8.	Clearing Systems .....	9
9.	Successors .....	10
10.	Issuers .....	10
11.	Counterparts.....	10

**THIS MASTER SCHEDULE OF DEFINITIONS, INTERPRETATION AND CONSTRUCTION CLAUSES** is made on 16 November 2021.

**1. SCHEDULE DOCUMENTS**

- 1.1 The Schedule Documents consist of any document the defined terms in which are defined by reference to this Master Schedule of Definitions, Interpretation and Construction Clauses.

**2. DEFINITIONS**

“**Accountholders**” means any accountholder with a Clearing System (as defined in the applicable Deed of Covenant) which at the Determination Date (as defined in the applicable Deed of Covenant) has credited to its securities account with such Clearing System one or more Entries (as defined in the applicable Deed of Covenant) in respect of a Global Note (as defined in the applicable Deed of Covenant) issued by the Issuer except for any Clearing System in its capacity as an accountholder of another Clearing System;

“**Additional Trustee**” means any trustee or its successor, other than the Initial Trustee, appointed by the Issuer to act in relation to one or more Series of Notes which has acceded to and agreed to be bound by the terms of the Principal Trust Deed and each of the other Transaction Documents;

“**871(m)**” means:

- (a) Section 871(m) of the U.S. Internal Revenue Code of 1986 or any associated regulations; and
- (b) any treaty, law, regulation or other official guidance implementing Section 871(m);

“**Affiliate**” means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person;

“**Agency Agreement**” means the agreement dated 16 November 2021 appointing, *inter alios*, the Issue Agent, the Principal Paying Agent, the Registrar, the Transfer Agent and the Calculation Agent in relation to the Notes, or, with respect to any particular Series of Notes, any other agreement for the time being in force appointing any further or other Principal Paying Agent, Paying Agents, Registrars, Transfer Agents or Calculation Agents in relation to that Series of Notes, the terms of which have been previously approved in writing by the Trustee;

“**Agent**” means each of the Issue Agent, any Registrar, any Paying Agent, any Transfer Agent, any Fiscal Agent or any Principal Paying Agent, as the case may be, and any Calculation Agent each in respect of any Series;

“**Agreement Date**” means, in respect of any issue of Notes under the Programme, the date of agreement between the Issuer and the Dealer for the issue and purchase of such Notes, pursuant to clause 2 of the Programme Dealer Agreement;

“**Applicable Law**” means any law or regulation including, but not limited to: (i) any statute or regulation; (ii) any rule or practice of any Authority by which any Party is bound or with which it is accustomed to comply; (iii) any agreement between any Authorities; and (iv) any customary agreement between any Authority and any Party;

“**Arranger**” means BCS Prime Brokerage Limited with its registered office at 99 Bishopsgate, London EC2M 3XD United Kingdom;

“**Authorised Denomination**” means the denomination(s) specified in the relevant Final Terms;

“**Authority**” means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction;

“**Banking Day**” means a day (other than Saturdays and Sundays) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits): (i) in the place where the specified office of the Principal Paying Agent or, as the case may be, the Registrar is located; and (ii) in London;

“**Base Prospectus**” means the base prospectus prepared in connection with the Programme and constituting a Base Prospectus for the purposes of Article 5.4 of the Prospectus Directive, as revised supplemented or amended from time to time by the Issuer in accordance with the Programme Dealer Agreement;

“**Bearer Note**” means a Note issued in bearer form which may be represented by a Global Note or by a Definitive Note;

“**Calculation Agent**” means the Initial Calculation Agent or, in relation to any Series of Notes the person appointed as calculation agent on the terms of the Fiscal Agency Agreement or the Agency Agreement, as the case may be, and named as such in the relevant Final Terms or any Successor;

“**Clearstream, Luxembourg**” means Clearstream Banking, société anonyme;

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended;

“**Companies Act 2006**” means the Companies Act 2006 of the United Kingdom;

“**Conditions**” means, in relation to any Series of Notes, the terms and conditions endorsed on, or incorporated by reference in, the Note or Notes constituting such Series, such terms and conditions being either in the form or substantially in the form set out in Schedule 2 to the Initial Principal Trust Deed and Schedule 2 to the Fiscal Agency Agreement, as the case may be, or in such other form, having regard to the terms of the issue of the relevant Series, as may be agreed between the relevant parties and specified in the relevant Final Terms and any reference to a numbered “**Condition**” is to a corresponding numbered provision thereof;

“**Coupon**” or “**Coupons**” means the bearer interest coupons relating to the Notes (other than Notes which bear no interest) in definitive form substantially in the form set out in Schedule 5 to the Initial Principal Trust Deed or Schedule 5 to the Fiscal Agency Agreement, as the case may be, or, as the context may require, a specific number thereof;

“**Couponholders**” means the several persons who are for the time being holders of Coupons of each Series;

“**Dealer**” means BrokerCreditService (Cyprus) Limited having its registered office at Spyrou Kyprianou & 1 Oktovriou, 1, Vashiotis Kalande Offices, 2<sup>nd</sup> Floor, Mesa Geitonia, 4004, Limassol, Cyprus;

“**Definitive Note**” means a Bearer Note in definitive form in substantially the form set out in Schedule 5 to the Initial Principal Trust Deed and Schedule 5 to the Fiscal Agency Agreement, as the case may be;

“**delivery**” means, in respect of any securities, delivery of such securities, free and clear of all encumbrances, claims, equities and transfer restrictions and in suitable form for delivery and

transfer in accordance with the relevant provisions of this Agreement and “**deliver**” and “**delivered**” shall be construed accordingly;

“**director**” means any duly appointed director of the Issuer;

“**Dual Currency Note**” means a Note in respect of which payments of principal and/or interest are made in different currencies, and rates of exchange will be calculated upon such basis as the Issuer and the Dealer may agree, as indicated in the relevant Final Terms;

“**euro**” means the currency introduced at the start of the third stage of European economic and monetary union, and as defined in article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended;

“**Euroclear**” means Euroclear Bank S.A./N.V., as operator of the Euroclear system;

“**Event of Default**” means, in relation to any Series, any of the events provided in the Conditions to be Events of Default (being events upon the happening of which such Series would, subject to notice, become immediately due and repayable);

“**Extraordinary Resolution**” has the meaning set out in Schedule 1 to the Principal Trust Deed or Schedule 1 of the Fiscal Agency Agreement (as applicable);

“**FATCA**” means:

- (a) Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations;
- (b) any treaty, law, regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.

“**FATCA Withholding**” means any withholding or deduction required pursuant to FATCA;

“**Forfeiture Date**” means, in the case of any Partly Paid Note, the date on which such Note will be forfeited due to non payment by the Holder of any instalment of the subscription moneys;

“**FCA**” means the United Kingdom Financial Conduct Authority or any successor regulatory authority in the United Kingdom;

“**Final Terms**” means, in relation to the Notes of any Tranche/Series, the final terms which will be completed at the time of the agreement to issues each Tranche of Notes setting out the applicable Conditions;

“**Fiscal Agent**” means Citibank, N.A., London Branch and, in relation to any Series of Notes the person appointed as fiscal agent, and named as such in the relevant Final Terms or any successor;

“**Global Note**” means a Temporary Global Note or a Permanent Global Note;

“**Global Note Certificate**” means a global certificate in definitive fully registered form without interest coupons attached which represents Notes which are offered and sold outside the United States in reliance on Regulation S under the Securities Act and in substantially the form set forth

in Schedule 6 to the Initial Principal Trust Deed and Schedule 6 of the Fiscal Agency Agreement, as the case may be;

“**Guarantee**” means the guarantee dated 16 November 2021 and given in favour of the Noteholders, the Accountholders and the Issuer by the Guarantor (as defined below);

“**Guarantor**” means FG BCS Ltd of Krinou 3, THE OVAL, 2<sup>nd</sup> Floor, Flat/Office 203, Agios Athanasios, 4103, Limassol, Cyprus;

“**Holder**” means the person who is for the time being the holder of any Bearer Note, Coupon, Talon and/or Receipt (if any) or, as the case may be, the person in whose name a Registered Note is registered in respect of each Series;

“**Indemnified Person**” means the Dealer, each of its directors, officers, employees, agents and each person who controls the Dealer (within the meaning of section 15 of the Securities Act and);

“**Indexed Note**” means a Note, payments in respect of which (whether of principal or interest and whether at maturity or otherwise) are calculated by reference to an index or other formula as specified in the relevant Final Terms;

“**Individual Note Certificate**” means an individual certificate in definitive fully registered form without interest coupons attached and which represents Notes offered and sold outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act and in substantially the form set forth in Schedule 7 to the Initial Principal Trust Deed and Schedule 7 of the Fiscal Agency Agreement, as the case may be;

“**Initial Calculation Agent**” means BrokerCreditService (Cyprus) Limited, of Spyrou Kyprianou & 1 Oktovriou, 1, Vashiotis Kalande Offices, 2<sup>nd</sup> floor, Mesa Geitonia, 4004, Limassol, Cyprus;

“**Initial Documentation List**” means the list of documents set out in Appendix A to the Programme Dealer Agreement;

“**Initial Principal Paying Agent**” means Citibank, N.A., London Branch a company incorporated under the laws of England and Wales with company number 00235914 and with its registered office located at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom and which shall include, with respect to an additional person appointed as such for any Series, mean that person and any Successor;

“**Initial Principal Trust Deed**” means the Principal Trust Deed in relation to the Initial Trustee;

“**Initial Registrar**” means Citibank, N.A., London Branch, a company incorporated under the laws of England and Wales with company number 00235914 and with its registered office located at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom and any Successor;

“**Initial Transfer Agent**” means Citibank, N.A., London Branch, a company incorporated under the laws of England and Wales with company number 00235914 and with its registered office located at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom and any Successor;

“**Initial Trustee**” means Citibank, N.A., London Branch, a company incorporated under the laws of England and Wales with company number 00235914 and with its registered office located at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom and any Successor;

“**Instalment Amount**” means the amount of principal repayable on each Instalment Date in respect of an Instalment Note;

“**Instalment Date**” means the date or dates specified in the relevant Final Terms as a date for the payment of any Instalment Amount;

“**Instalment Note**” means a Note the principal of which is repayable in instalments;

“**Interest Commencement Date**” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“**Investment Company Act**” means the United States Investment Company Act of 1940;

“**Issue Agent**” means Citibank, N.A., London Branch and any Successor;

“**Issue Date**” means, in respect of any Note, the date of the issue and purchase of such Note pursuant as may be specified in the relevant Final Terms;

“**Issuer**” means BrokerCreditService Structured Products Plc, a public limited company incorporated in the Republic of Cyprus having its registered office at Office 203, Kofteros Business Center, 182, Agias Filaxeos, 3083, Limassol, Cyprus;

“**Issuer Limit**” means the amount specified by the Issuer or its equivalent in other currencies (calculated by the Principal Paying Agent or the Fiscal Agent, as the case may be) or such greater amount as may be provided in accordance with the Programme Dealer Agreement;

“**Liability**” means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

“**Listing Rules**” means in the case of Notes which are, or are to be, listed on a Stock Exchange, the listing rules and regulations for the time being in force for that Stock Exchange;

“**local time**” in relation to any payment means the time in the city or town in which the relevant bank or the relevant branch or office thereof is located;

“**Master Schedule of Definitions**” means this Master Schedule of Definitions, Interpretation and Construction Clauses;

“**Noteholders**” means the persons who are for the time being holders of Notes of each Series (being the bearers of Bearer Notes or, in the case of Registered Notes, the persons in whose name(s) such Notes are registered in the Register) and the word “**Noteholder**” shall be construed accordingly;

“**Notes**” means Bearer Notes or Registered Notes of the Issuer and includes any replacements for Notes issued pursuant to the terms thereof and, where applicable, any global note or bond issued in respect thereof;

“**outstanding**” means, in relation to any Series where the Fiscal Agency Agreement is not applicable, all the Notes of that Series issued other than:

- (a) those Notes to the extent that they have been redeemed in part pursuant to the Conditions;
- (b) those Notes which have been redeemed in full or purchased and cancelled pursuant to the Conditions;

- (c) those Notes in respect of which the date for redemption in full (including, but not limited to, the due date for payment of the final instalment in respect of an Instalment Note) in accordance with their terms has occurred and the redemption moneys whereafter (including premium (if any) and all interest payable thereon) have been duly paid to the Trustee or to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) in the manner provided in Clause 3 of the Trust Deed (and where appropriate notice to that effect has been given to the relative Holders in accordance with the terms of such Notes) and remain available for payment against presentation of the relevant Notes and/or Coupons;
- (d) those Notes which have been forfeited or have become void under their terms or claims in respect of which have become prescribed under the Conditions;
- (e) those mutilated or defaced Bearer Notes which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to their terms;
- (f) (for the purpose only of ascertaining the principal amount of the Bearer Notes outstanding and without prejudice to the status for any other purpose of the relevant Bearer Notes) those Bearer Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to their terms;
- (g) any Bearer Note to the extent that it has been exchanged for a Registered Note;
- (h) any Temporary Global Note to the extent that it has been exchanged for Definitive Notes, Registered Notes or a Permanent Global Note; and
- (i) any Permanent Global Note to the extent that it has been exchanged for Definitive Notes or Registered Notes,

*provided that* for the purposes of Schedule 1 to the Principal Trust Deed, those Notes which are held by, or on behalf of, any Issuer or any Subsidiary thereof, and not yet cancelled shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

**“Partly Paid Note”** means a Note in respect of which the issue price is payable in two or more instalments;

**“Paying Agents”** means the Principal Paying Agent or the Fiscal Agent, as the case may be, and in relation to any Series of Notes, any additional person appointed as a paying agent on the terms of the Agency Agreement or the Fiscal Agency Agreement, as the case may be, and named in the relevant Final Terms, or any successor or substitute to each institution in its capacity as such notice of whose appointment or, as the case may be, nomination has been given to the relevant Holders of such Series;

**“Permanent Global Note”** means a permanent global note in bearer form substantially in the form set out in Schedule 4 to the Initial Principal Trust Deed or Schedule 4 to the Fiscal Agency Agreement in exchange for the whole or part of a Temporary Global Note issued in respect of the Notes of the same Series;

**“Physical Delivery Notes”** means Notes of any Tranche/Series which provide that settlement will or may be by way of physical delivery as specified in the relevant Final Terms;



“**Potential Event of Default**” means, in relation to each Series of Notes, any condition, event or act which, with the giving of notice and/or the lapse of time and/or the issue of a certificate, would constitute an Event of Default in relation to such Series;

“**Principal Paying Agent**” means the Initial Principal Paying Agent or, in relation to any Series of Notes, the person appointed as principal paying agent on the terms of the Agency Agreement and named as such in the relevant Final Terms or any successor or substitute principal paying agent appointed pursuant to the provisions of the Agency Agreement, notice of whose appointment or, as the case may be, nomination has been given to the Holders;

“**Principal Trust Deed**” means, in relation to the Initial Trustee, the trust deed dated 16 November 2021, between, *inter alios*, the Issuer, the Guarantor and the Initial Trustee appointing the Initial Trustee as Trustee;

“**Programme**” means the EUR 20,000,000,000 Euro Medium Term Note Programme established by the Issuer;

“**Programme Dealer Agreement**” means the agreement dated 16 November 2021 between, *inter alios*, the Issuer, the Guarantor and the Dealer, together with any other agreement for the time being in force amending or modifying the aforesaid agreement with the prior written approval of the Trustee;

“**Receipt**” or “**Receipts**” means a payment receipt appertaining to an Instalment Note in definitive form substantially in the form set out in Schedule 5 to the Initial Principal Trust Deed and Schedule 5 to the Fiscal Agency Agreement, at the case may be, or, as the context may require, a specific number thereof;

“**Receiptholders**” means the several persons who are for the time being the holders of Receipts in relation to each Series of Notes;

“**Redemption Amount**” means as described in the Conditions;

“**Register**” means, in respect of each Series of Registered Notes, the register of holders of Registered Notes maintained by the Registrar;

“**Registered Note**” means a Note in registered form;

“**Registered Note Certificate**” means a certificate representing a Noteholder’s entire initial holding of Registered Notes in substantially one of the forms set out in Schedules 6 and 7 to the Principal Trust Deed or Schedules 6 and 7 to the Fiscal Agency Agreement, as the case may be;

“**Registrar**” means the Initial Registrar or, in relation to any Series of Notes, the person appointed as registrar on the terms of the Agency Agreement or the Fiscal Agency Agreement, as the case may be, and named as such in the relevant Final Terms or any successor registrar in relation to the Agency Agreement and the Fiscal Agency Agreement, as the case may be;

“**Regulations**” means the regulations concerning the transfer of Registered Notes or for the exchange of Bearer Notes for Registered Notes as may from time to time be promulgated by the Issuer. The initial such regulations are set out in Schedule 8 to the Principal Trust Deed and Schedule 8 to the Fiscal Agency Agreement, as the case may be;

“**Regulation S**” means Regulation S under the Securities Act;

“**Relevant Date**” has the meaning, in relation to any Series, given to it in the terms and conditions of such Series of Notes;

“**repaying**”, “**redeem**” and “**pay**” shall each include both the others;

“**Securities Act**” means the United States Securities Act of 1933, as amended;

“**Series**” means each issue of Notes the terms of which are (save for the Issue Date, Interest Commencement Date and the issue price) otherwise identical (including whether or not the Notes are listed) and which form a single series and the expressions “**relevant Series**”, “**Notes of the relevant Series**”, “**Series of Notes**”, and “**Noteholders of the relevant Series**” and related expressions shall be construed accordingly;

“**specified office**” of the Issue Agent, any Paying Agent, Registrar, Calculation Agent or Transfer Agent means the office specified against its name on the signature page of the Agency Agreement or the Fiscal Agency Agreement, as the case may be, or, in the case of any Agent not originally party thereto, specified in its terms of appointment or such other office in the same city or town as such Agent may specify by notice to the relevant Issuer and the Guarantor and the other parties to the Agency Agreement or Fiscal Agency Agreement, as the case may be;

“**Sterling**,” “**GBP**” or “**£**” means the legal currency for the time being of the United Kingdom;

“**Stock Exchange**” means any stock exchange(s) on which any Notes may from time to time be listed, and references in this Agreement to the “**relevant Stock Exchange(s)**” shall, in relation to any Notes, be references to the Stock Exchange(s) on which such Notes are from time to time, or are intended to be, listed;

“**Successor**” means, in relation to a party which is party to the Transaction Documents, an assignee or successor in title of such party or any person, who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such party hereunder or to which under such laws the same has been transferred;

“**Talon**” shall have the meaning provided in the Conditions and shall be substantially in the form set out in Schedule 5 to the Principal Trust Deed and Schedule 5 to the Fiscal Agency Agreement, as the case may be;

“**Talonholders**” means the several persons who are for the time being holders of Talons of each Series;

“**Tax**” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax;

“**Temporary Global Note**” means a temporary global note in bearer form substantially in the form set out in Schedule 3 to the Principal Trust Deed and Schedule 3 to the Fiscal Agency Agreement, as the case may be;

“**Tranche**” has the meaning given to it in the Conditions, and otherwise means Notes of the same Series with the same Issue Date and Interest Commencement Date, the terms of which are identical in all respects (save that a Tranche may comprise Notes in more than one denomination);

“**Transaction Documents**” means the Programme Dealer Agreement, this Master Schedule of Definitions, the Agency Agreement, the Principal Trust Deed, the Fiscal Agency Agreement, the Deed of Covenant, and the Guarantee (as applicable);

“**Transfer Agent**” means the Initial Transfer Agent or, in relation to a Series of Notes, the person appointed as the transfer agent on the terms of the Agency Agreement or the Fiscal Agency Agreement, as the case may be, and named in the relevant Final Terms and any Successor;

**“Trust Corporation”** means a corporation entitled by rules made under the Public Trustee Act 1906 of Great Britain or entitled pursuant to any other comparable legislation applicable to a trustee in any jurisdiction to act as a custodian trustee;

**“Trust Deed”** means, in relation to a Series, the Principal Trust Deed;

**“Trustee”** means the Initial Trustee or in relation to any Series of Notes, the Additional Trustee appointed by the Issuer to act in relation to that Series of Notes;

**“Trustee Acts”** means both the Trustee Act 1925 and the Trustee Act 2000 of England and Wales;

**“U.S.\$”** and **“U.S. dollars”** and **“USD”** means the lawful currency for the time being of the United States;

**“U.S. Person”** means each of: (i) a **“U.S. person”**, as defined in Regulation S, and (ii) a resident of the United States for purposes of the Investment Company Act; and

**“Zero Coupon Note”** means a Note on which no interest is payable (other than interest payable after the date on which such Note is expressed to be redeemable).

### **3. STATUTORY PROVISIONS**

3.1 Save where the context otherwise requires, references in any Transaction Document to any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or to any statutory instrument, order or regulation made thereunder or under any such re-enactment.

### **4. AMENDMENTS**

4.1 References in any Transaction Document to that or any other Transaction Document, other agreement, deed or document shall be deemed also to refer to such Transaction Document, agreement, deed or document as amended, supplemented, varied, replaced, restated or novated (in whole or in part) from time to time and to agreements, deeds and documents executed pursuant thereto.

### **5. SCHEDULES**

5.1 Any schedule, appendix or exhibit annexed to a Transaction Document forms part of such Transaction Document and shall have the same force and effect as if set out in the body of such Transaction Document. Any reference to a Transaction Document shall include any such schedule, Appendix or Exhibit.

### **6. HEADINGS**

6.1 Headings in any Transaction Document are for ease of reference only.

### **7. NUMBER**

7.1 In any Transaction Document, save where the context otherwise requires, words importing the singular number include the plural and vice versa.

### **8. CLEARING SYSTEMS**

8.1 All references in any Transaction Document to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any additional or alternative

clearing system approved by the Issuer, the Trustee and the Principal Paying Agent or the Fiscal Agent (as the case may be).

**9. SUCCESSORS**

9.1 Save where the context otherwise requires, references in any Transaction Document to any party to the Transaction Document shall include references to its Successors and assigns, whether in security or otherwise, whomsoever.

**10. ISSUERS**

10.1 References herein to “an Issuer” or “the Issuer” shall, where the context so permits, be construed as a reference to the issuer of the relevant Series.

**11. COUNTERPARTS**

11.1 Any Transaction Document may be executed by the parties thereto in any number of counterparts and by different parties thereto on separate counterparts each of which, when executed and delivered, shall constitute an original, but all the counterparties shall together constitute but one and the same instrument.

**Signed for the purposes of identification by:**

**The Issuer**

Signed by *Alana Ioannu* )  
for and on behalf of )  
)  
)

.....  
Director/Duly Authorised Signatory

**The Guarantor**

Signed by *Vitaliy Shelukhovskiy* )  
for and on behalf of )  
)  
)

.....  
Director/Duly Authorised Signatory

**The Calculation Agent and the Dealer**

Signed by *IRINA NESTEROVA* )  
for and on behalf of )  
)  
)  
)

.....  
Director/Duly Authorised Signatory

acting by:

acting by:



**The Issue Agent, the Registrar, the Transfer Agent, Fiscal Agent and the Principal Paying Agent**

Signed by ..... )  
for and on behalf of )  
)  
)

.....  
Director/Duly Authorised Signatory

**The Trustee**

Signed by ..... )  
for and on behalf of )  
)  
)  
)

.....  
Director/Duly Authorised Signatory

**Signed for the purposes of identification by:**

**The Issuer**

Signed by ..... )  
for and on behalf of )  
 )  
 ) .....  
 ) Director/Duly Authorised Signatory

**The Guarantor**

Signed by ..... )  
for and on behalf of )  
 )  
 ) .....  
 ) Director/Duly Authorised Signatory

**The Calculation Agent and the Dealer**

Signed by ..... )  
for and on behalf of )  
 )  
 ) .....  
 ) Director/Duly Authorised Signatory

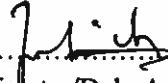
acting by:

acting by:

**The Issue Agent, the Registrar, the Transfer Agent, Fiscal Agent and the Principal Paying Agent**

Signed by ..... )  
for and on behalf of )  
 )  
 ) .....  
 ) Director/Duly Authorised Signatory

**Justin Ng  
Director**



**The Trustee**

Signed by ..... )  
for and on behalf of )  
 )  
 ) .....  
 ) Director/Duly Authorised Signatory

**Justin Ng  
Director**

