

**USD 14% per annum Phoenix Quanto-Autocallable EDT linked to the worst of BAC, SBER, SQ and UCG due
29.05.2022**

TERM SHEET

Reference is made to the Structured Products Standard Terms 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

Valuation Date: 29.05.2019
Maturity Date: 29.05.2022
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 10000

Shares:	Ticker	Issuer	ISIN	Currency
	BAC	Bank of America Corp	US0605051046	USD
	SBER	Sberbank of Russia PJSC	US80585Y3080	USD
	SQ	Square Inc	US8522341036	USD
	UCG	UniCredit SpA	IT0005239360	EUR

Event Determination Date(s): 29.08.2019 29.11.2019 29.02.2020 29.05.2020 29.08.2020 29.11.2020
29.02.2021 29.05.2021 29.08.2021 29.11.2021 29.02.2022

First Strike Price: With respect to each Share, its Initial Price multiplied by 0,75.
Second Strike Price: With respect to each Share, its Initial Price multiplied by 1.
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: 14 % 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 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 shall be calculated:

(a) if the Worst Performing Share is denominated in the Transaction Currency – as the Notional divided by the Second Strike Price of the Worst Performing Share rounding down to the nearest whole number;
or;

(b) if the Worst Performing Share is denominated in the currency other than the Transaction Currency – as the Notional divided by the product of the Second Strike Price of the Worst Performing Share and the applicable Final Exchange Rate 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 or 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.

