**USD 7% per annum Hybrid Phoenix CDT linked to the worst of SLB US, U US, PDD US, MRNA US, LI US, M US and Jaguar Land Rover Automotive PLC due 29.01.2028 Informed**

**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**

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|---|---|
| Valuation Date: | 11.01.2024 |
| Maturity Date: | 29.01.2028 |
| 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 |
| The Initial Investment Amount: | The product of the Notional and the Value coefficient |

Shares:

| Ticker | Issuer | ISIN | Currency |
|---|---|---|---|
| SLB | Schlumberger | AN8068571086 | |
| U | Unity Software Inc | US91332U1016 | |
| PDD | Pinduoduo Inc | US7223041028 | |
| MRNA | Moderna Inc | US60770K1079 | US Dollar |
| LI | Li Auto Inc | US50202M1027 | |
| M | Macy's | US55616P1049 | |
| | | | |

Event Determination Date(s) and relevant Autocall Prices, Coupon Barrier Prices, Coupon Rates:

| Event Determination Dates | Coupon Barrier 1 | Coupon Rate 1 |
|---|---|---|
| *11.07.2024* | *0.7* | *0.034904* |
| *11.01.2025* | *0.7* | *0.035288* |
| *11.07.2025* | *0.7* | *0.034712* |
| *11.01.2026* | *0.7* | *0.035288* |
| *11.07.2026* | *0.7* | *0.034712* |
| *11.01.2027* | *0.7* | *0.035288* |
| *11.07.2027* | *0.7* | *0.034712* |
| *11.01.2028* | *0.7* | *0.035288* |
| *29.01.2028* | *0.7* | *0.003452* |

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|---|---|
| Redemption Valuation Date: | 29.01.2028 |
| Initial Price: | Closing Price of a Share as of Valuation Date |
| Coupon Barrier Price N: | With respect to each share, its Initial Price multiplied by Coupon Barrier N |
| Value coefficient: | 1 |

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|---|---|
| Snowball Coefficient: | 1 |
| Performance Ratio of Share: | 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: | 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). |
| Credit Events: | Failure to Pay, Obligation Default, Obligation Acceleration, Repudiation/Moratorium, Illegality, Bankruptcy, Restructuring, Governmental Intervention. |

| Reference Obligations: | | | | |
|---|---|---|---|---|
| | Reference Entity | Issuer | ISIN | Par Value |
| | Jaguar Land Rover Automotive PLC | Jaguar Land Rover Automotive PLC | USG5002FAU06 | 1000 |

| | |
|---|---|
| Current Value: | The market value of the relevant Reference Obligation on the Early Termination Date or the date of the Credit Event Notice, as applicable, determined by the Buyer pursuant to clause 11 herein. |
| Fallback Coefficient: | 0.7 |
| Performance Ratio of Reference Obligation: | The ratio of the Current Value of the relevant Reference Obligation to its Par Value. |

**2. Prepayment**

The Buyer shall pay to the Seller the Initial Investment Amount not later than the day following the Trade Date. The prepayment may be made in other currency, provided that: (a) such currency is acceptable for the Seller; and (b) the exchange rate to Transaction Currency is agreed between the parties (**Alternative Currency**).

**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 an Event Determination Date, unless such date is the date of the occurrence of Credit Event, the Current Price of each and all Shares are equal to or greater than the Coupon Barrier Price corresponding to such Event Determination Date (as specified in the table under paragraph 1 above) , the Seller will be paid:

    (a) a Coupon equal to the product of (i) the Coupon Rate corresponding to the relevant Coupon Barrier Price (as specified in the table under paragraph 1 above) and (ii) the Notional as calculated for the relevant Coupon Period;  and

    (b) if no Coupon payments were made with respect to one or more preceding Coupon Period(s), Coupon(s) calculated with respect to all such preceding Coupon Periods

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**

The Buyer shall pay the Notional to the Seller within 5 Business Days following the Maturity Date. If a Credit Event Notice or a number of Credit Event Notices in regard to any number of the Reference Entities are served to the Seller on or prior to the Maturity Date, the Notional and any Coupons shall not be due and payable at all.

**6. Credit Event Notice**

If a Credit Event occurs on or prior to the Maturity Date, the Buyer is entitled (but is not under any obligation) to serve a Credit Event Notice to the Seller giving brief details of the Credit Event.

## 7. Partial Settlement upon Credit Event Notice

If a Credit Event Notice is served to the Seller on or prior to the Maturity Date, the Buyer shall, within 5 Business Days following the date of the Credit Event Notice, pay the cash settlement amount to the Seller based on the price of the Reference Obligation of the Affected Reference Entity. The cash settlement amount is calculated as the product of: (i) the Notional; (iii) the lesser of (a) 1 or (b) the ratio between the Exchange Rate as of the Trade Date and Exchange Rate as of the date of the Credit Event Notice; (iv) the Performance Ratio of Reference Obligation of the Affected Reference Entity; and (v) the Fallback Coefficient. The Contract shall terminate upon payment of such cash settlement amount.

## 8. 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 (**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.

## 9. 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 (**Affected Share**) the Affected Share's Current Price following that Extraordinary Event shall be determined as 70% of its latest available Current Price.

## 10. 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.

## 11. Payments in Alternative Currency

If the prepayment in accordance with clause 1 hereof is made in the Alternative Currency, any and all payments under clauses 3, 4 and 5 shall be made by the Seller is such Alternative Currency, and the amount of the relevant payment shall be calculated by way of application of the rate of conversion between the Transaction Currency and the Alternative Currency as published on the Bloomberg BFIX page in the Bloomberg Terminal at 18:30:00 (Greenwich Mean Time, GMT) on the relevant Maturity Date or Valuation Date, as applicable. If no such rate is available at such time the applicable rateshall be the rate of conversion between the Transaction Currency and USD as published on the Bloomberg BFIX page in the Bloomberg Terminal at 18:30:00 (Greenwich Mean Time, GMT) on the relevant date divided by the rate of conversion between the Alternative Currency and USD as published on the Bloomberg BFIX page in the Bloomberg Terminal at 18:30:00 (Greenwich Mean Time, GMT) on the Maturity Date. If no rates mentioned above are available then the rate of conversion, at the close of the relevant date, between the Transaction Currency and the Alternative Currency as published at reuters.com in currencies section shall apply, if neither of the three are available at such time the Seller shall determine the applicable exchange rate in a commercially reasonable manner

## 12. Valuation of Reference Obligation

On the Early Termination Date or the date of the Credit Event Notice the Buyer shall determine the Current Value of the relevant Reference Obligation. The Current Value of a Reference Obligation shall be determined as the lowest BVAL (Bloomberg Valuation) value of that Reference Obligation published by Bloomberg Finance L.P. in Bloomberg terminal on the Early Termination Date or on the date of the Credit Event Notice was served. If no BVAL value of a Reference Obligation on the Early Termination Date or on the date of the Credit Event Notice is available, the Current Value of such Reference Obligation shall be determined as the product of the Fallback Coefficient and the lowest BVAL (Bloomberg Valuation) value of that Reference Obligation published by Bloomberg Finance L.P. in Bloomberg terminal on the nearest previous day in relation to the day on which the value of the Reference Obligation is determined.

Notwithstanding the above, if, for any reason, the Buyer does not have or ceases to have access to the Bloomberg terminal, the Fallback Coefficient and the BVAL (Bloomberg Valuation) shall be disregarded and the Current Value shall be determined by the Buyer acting in good faith and a commercially reasonable manner.