

RUB 11% per annum Phoenix Quanto-Autocallable EDT linked to the worst of OKTA US, HP US, BIIB US, COG US, CXO US and VIPS US due 28.08.2023 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

Valuation Date: 28.08.2020
 Maturity Date: 28.08.2023
 Buyer: Principal
 Seller: BROKERCREDITSERVICES STRUCTURED PRODUCTS PLC
 Eligible Notional: The amount of Notional shall be the multiple of RUB 1, but in any case not less than RUB 2000000

Shares:

Ticker	Issuer	ISIN	Currency
OKTA US	Okta Inc	US6792951054	USD
HP US	Helmerich & Payne Inc	US4234521015	USD
BIIB US	Biogen Inc	US09062X1037	USD
COG US	Cabot Oil & Gas Corp	US1270971039	USD
CXO US	Concho Resources Inc	US20605P1012	USD
VIPS US	Vipshop Holdings Ltd	US92763W1036	USD

Event Determination Date(s): 28.11.2020 28.02.2021 28.05.2021 28.08.2021 28.11.2021 28.02.2022 28.05.2022 28.08.2022 28.11.2022 28.02.2023 28.05.2023

Redemption Valuation Date: 28.08.2023
 Initial Price: With respect to each Share, Closing Price as of Valuation Date
 Coupon Barrier Price: With respect to each Share, its Initial Price multiplied by 0,7.
 Autocall Price: With respect to each Share, its Initial Price multiplied by 1.
 Redemption Price: With respect to each Share, its Initial Price multiplied by 0,7.
 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: 11 % 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).

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 hereof. The Delivery Volume shall be calculated:

- (a) if the Worst Performing Share is denominated in the Transaction Currency – as the Notional divided by the Initial 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 Initial 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 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, 5 and 6 hereof, are terminated.

4. Coupon Payment

If on any Event Determination Date or the Redemption Valuation Date the Current Price of each Share is 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 repay to the Buyer the Notional within 2 Business Days of occurrence of the Maturity Date.

6. Physical Settlement

If on the Redemption Valuation Date the Current Price of any one Share is below the Redemption Price the Seller shall deliver to the Buyer the Worst Performing Share in its Delivery Volume within 5 Business Days of occurrence of the Maturity Date.

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 as of Redemption Valuation Date 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 as of Early Termination Valuation Date and its Initial Price. The Seller may at its own discretion increase the Early Termination Amount.