



PRIVATE PLACEMENT

ISSUANCE OF NOTES THROUGH A DEDICATED COMPARTMENT

# 1.75% p.a. EUR Fixed Coupon 2024 Tranche I

## IMPORTANT INFORMATION

The Company is subject to the Luxembourg law of 22 March 2004 on securitisation and the notes will be issued through separate compartments. Holders in the notes will only have recourse to the assets, rights, claims and obligations of the compartment to which the notes will be allocated and not to assets allocated to other compartments or of the Company as a whole.

The notes are not expected to be rated. No application will be made for the notes to be listed and/or admitted to trading on any stock exchange.

The notes have not been approved by any competent authority within the European Economic Area (the "EEA"). The notes may not be offered or sold to the public in the Grand Duchy of Luxembourg, directly or indirectly, and neither this term sheet nor any other circular, form of application, advertisement, communication or other material may be distributed, or otherwise made available in or from, or published in Luxembourg, except in circumstances which do not constitute an offer of securities to the public which benefits from an exemption to or constitutes a transaction otherwise not subject to the requirement to publish a prospectus for the purpose of the Luxembourg law dated 16 July 2019 on prospectuses for securities.

Investing in the Fixed Coupon Notes involves certain risks. In the worst case, the entire amount invested might be lost. This may, for example, be the case in case of insolvency of the Company or the issuing compartment. An investment in the notes is suitable only for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such investment.

The offer of the notes in certain jurisdictions may be restricted by law. No action has been or will be taken by the issuer to a permit or public offering of the notes in any jurisdiction where action for that purpose may be required. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

In particular, the notes have not been and will not be registered under the U.S. Securities Act of 1933 (as amended) (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain exceptions, notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons ("**U.S. Persons**") as defined in Regulation S under the Securities Act ("**Regulation S**") or "**United States persons**" as defined in the U.S. Internal Revenue Code of 1986, as amended (the "**U.S. Code**"), and U.S. Treasury regulations thereunder.

Prohibition of sales to EEA Retail Investors – The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU on markets in financial instruments ("**MiFID II**"); or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, restated or supplemented, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, restated or supplemented, the "**PRIIPs Regulation**") for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.



Holders should read the section “Risk Factors” which is part of the Subscription Agreement as well as the section “Acknowledgements and Significant Risks” of the Terms and Conditions, which are part of the overall documentation related to the offering.

Investing in the Fixed Coupon Notes may put Holder’s capital at risk. Holders may lose some or all of its investments.

Holders are subject to the credit risk of the Issuer.

The performance of the Fixed Coupon Notes should be valued at Maturity Date. During the lifetime of the Fixed Coupon Notes, its price may fluctuate in line with market conditions.

Until the Issue Date, the terms of this Termsheet are indicative and could be adjusted anytime.

The Issuer is not obliged to issue the Fixed Coupon Notes.

## PARTIES INVOLVED

<b>Company</b>	Prudentia S.à r.l., a private limited liability company ( <i>société à responsabilité limitée</i> ) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 10 Rue Mathias Hardt, 1717 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register under number B240695, having the status of an unregulated securitisation company and subject to the Luxembourg law of 22 March 2004 on securitisation, as amended.
<b>Issuer</b>	Prudentia S.à r.l., acting on behalf and for the account of a dedicated compartment, referred as to “Compartment EUR Fixed Coupon 2024 Tranche I”.
<b>Custodian and Settlement Agent</b>	Clearstream Luxembourg S.A.
<b>Paying and Transfer Agent</b>	European Depositary Bank S.A.
<b>Depository and Safekeeping Services</b>	Banque Internationale à Luxembourg
<b>Calculating Agent</b>	Alaric Securities OOD
<b>Manager</b>	First London Brokers or Alaric Capital AD
<b>Registrar Services</b>	Prudentia Sarl
<b>Legal Counsel</b>	AKD Luxembourg S.à r.l.
<b>Auditor</b>	Deloitte Luxembourg S.A.



## I. Fixed Coupon Notes Description

The Fixed Coupon Notes are linked to the creditworthiness of the Securitized Assets and pay one Coupon Amount, as specified herein, and redeem at par on the Scheduled Redemption Date, unless a Credit Event has occurred during the Observation Period.

**Holders bear the credit risk of the Securitized Assets and the Issuer of the Fixed Coupon Notes. In case of the occurrence of a Credit Event during the Observation Period, reduced or no accrued interest and no upcoming Coupon Amounts may be paid and the aggregate amount received by the Holder of the Fixed Coupon Notes may be less than the Denomination and may, in some circumstances, be zero.**

Securitized Assets refer to European exchange listed sovereign bonds with a minimum Ba3/BB-rating or higher. The ratings must be provided by at least one of the major credit agencies prior to or on the Initial Fixing Date. The credit rating may change during the lifetime of the Fixed Coupon Notes. The Calculation Agent has obtained the ratings from public sources and takes no responsibility about their correctness and accuracy.

### FIXED COUPON NOTES KEY TERMS

<b>Issuer</b>	Prudentia S.à.r.l., acting on behalf and for the account of its Compartment EUR Fixed Coupon 2024 Tranche I
<b>Issue Size</b>	Up to 20,000,000
<b>Denomination</b>	EUR 1,000
<b>Minimum Investment</b>	EUR 125,000
<b>Minimum Trading Lot</b>	EUR 125,000
<b>Settlement Currency</b>	EUR
<b>Issue Date</b>	August 6 2021
<b>First Trading Date</b>	A few days after the Issue Date (anticipated)
<b>Last Trading Date</b>	Same as Maturity Date
<b>Maturity Date</b>	27.04.2024
<b>Initial Fixing Date</b>	Same as Issue Date
<b>Redemption Date</b>	In case no Credit Event has occurred during the Observation Period, the earlier of: <ul style="list-style-type: none"> <li>a) Up to 10(ten) business days after Maturity Date (Scheduled Redemption Date)</li> <li>b) In case the Holders decide to redeem earlier than the Scheduled Redemption Date (Early Redemption Date)</li> </ul> <p>In case a Credit Event during the Observation Period or an Early Determination Date has occurred, the Credit Event Redemption Date.</p>
<b>Credit Event Redemption Date</b>	The earlier of: <ul style="list-style-type: none"> <li>a) The Scheduled Redemption Date</li> <li>b) The date falling 10 (ten) business days after the date on which the Liquidation Amount has been calculated by the Calculating Agent</li> </ul>
<b>Scheduled Redemption Date</b>	Up to 10(ten) business days after Maturity Date
<b>Early Redemption</b>	Upon Credit Event or at the option of the holder after the first 12 months

<b>Subscription Price</b>	100%
<b>Use of Proceeds</b>	Proceeds will be used to purchase European exchange listed government bonds, with a minimum B rating or higher (collectively, the “Securitised Assets Bonds”), net of fees and commissions and a FX forward for the duration of the Observation Period
<b>Form</b>	Registered Global Note
<b>Listing/Exchange</b>	Not Listed
<b>Secondary Market</b>	Daily price indications will be available from 9:15 – 17:15 CET on <a href="http://www.prudentia.eu">www.prudentia.eu</a> within 3 (three) business days after the Issue Date. For any “buy back” transactions, a minimum period of 15 Business Days between the trade date and the Redemption Date shall apply
<b>Resale</b>	The Fixed Coupon Notes may only be sold to a third party with the prior consent of the Manager and only in a form of a private placement. Thus Holders must contact the Manager before they resell the Fixed Coupon Notes
<b>Quoting Type</b>	Secondary market prices are quoted dirty; Accrued Interest is included in the prices
<b>Quotation Type</b>	Secondary market prices are quoted in percentage
<b>Ranking</b>	Direct, unsecured, unsubordinated and limited recourse obligations of the Issuer
<b>Covenants and Undertakings</b>	Tax residence, compliance with laws, compliance with Luxembourg Securitisation Law, no other activities, no disposal of underlying assets, compliance with terms
<b>Events of Default</b>	Payment failure, breach of terms of notes documents, breach of representations and warranties, financial indebtedness not paid, insolvency event, change of control, disposal of assets or termination of activities
<b>Condition Precedents</b>	Corporate documents of the Issuer (board approvals)
<b>Selling Restrictions</b>	<p>The Fixed Coupon Notes may be distributed or offered in or from Luxembourg only to professional clients and only marketing efforts commonly deployed for the market with such a selected investors' universe may be used. No action has been or will be taken to permit a public offering of the Fixed Coupon Notes or possession or distribution of any offering material in relation to the Fixed Coupon Notes in any jurisdiction, where such action for that purpose is required. Consequently, any offer, sale or delivery of the Fixed Coupon Notes, or distribution or publication of any offering material relating to the Fixed Coupon Notes, may only be made in or from any jurisdiction in compliance with applicable laws and regulations not imposing any obligations on the Issuer or the Manager. Possible limitations resulting from legal restrictions with regard to cross-border communication and cross-border business concerning the Fixed Coupon Notes and related information remain reserved.</p> <p>Most important jurisdictions where the Fixed Coupon Notes may not be publicly distributed are EEA, UK, Hong Kong and Singapore.</p> <p>The Fixed Coupon Notes may not be offered or sold within the United States or to, or for the account or benefit of US persons (as defined in Regulation S)</p>
<b>Transfer Restrictions</b>	Professional clients only
<b>Clearing</b>	Clearstream Banking Luxembourg / Euroclear
<b>Governing Law</b>	Luxembourg law
<b>Business Day</b>	Luxembourg, TARGET (for the purpose of Coupon Payment Date, Redemption Date, Early Redemption Date and Credit Event Redemption Date)

## COUPON AMOUNT(s)

The Holders of the Fixed Coupon Notes are entitled to receive from the Issuer of the Fixed Coupon Note cash settlement in the Settlement Currency in accordance with the following provisions:

<b>Scenario 1</b> (Scheduled)	In case no Credit Event during the Observation Period and no Event Determination Date with respect to the Securitized Assets have occurred, the relevant <b>Coupon Amount</b> on Coupon Payment Date.
<b>Scenario 2</b> (Credit Event)	<p>In case a Credit Event during the Observation Period or an Event Determination Date with respect to the Securitized Assets have occurred, as reasonably observed and determined by the Calculation Agent, no Coupon Amount will be payable to the Holders of the Fixed Coupon Notes. Any Accrued Interest up to that date will be reflected in the Liquidation Amount.</p> <p>In case the Holder of the Fixed Coupon Note exercises their early redemption option or a Credit Event with respect to the Securitized Assets have occurred prior to the Early Redemption Date, Scenario 2 will take precedence.</p> <p><b>The Calculation Agent may postpone or suspend the payment of any amount if the Calculation Agent has determined – in its sole and absolute discretion – that a Credit Event has occurred, may have occurred, or might shortly occur.</b></p>
Coupon Amount	For the Coupon Payment Date, an amount in the Settlement Currency calculated as follows and as determined by the Calculating Agent:  <b>Coupon Amount = Denomination x Interest Rate x 30/360 day count</b>
Interest Rate	1.75% p.a.
30/360 day count	Means the number of days during the Observation Period, as determined by the Calculating Agent on the basis of 30 days per month and 360 days per year
Coupon Payment Date	Up to 10(ten) business days after Maturity Date
Coupon Period	Means the period from the start until the end of the Observation Period

## REDEMPTION

On the Redemption Date, the Holder is entitled to receive from the Issuer of the Fixed Coupon Note a cash settlement in the Settlement Currency (“Redemption Amount”) in accordance with the following provisions:

<b>Scenario 1</b> (Scheduled)	In case no Credit Event during the Observation Period and no Event Determination Date with respect to the Securitized Assets have occurred, the <b>Denomination plus Accrued Interest</b>
<b>Scenario 2</b> (Credit Event)	<p>In case a Credit Event during the Observation Period or an Event Determination Date has occurred with respect to the Securitized Assets, as reasonably observed and determined by the Calculation Agent, the <b>Liquidation Amount</b>, and the Holder may request the Fixed Coupon Notes to be terminated early.</p> <p>In case the Holder of the Fixed Coupon Note exercises an early redemption option with respect to the Securitized Assets, prior to a Credit Event, or an Early Determination Date have occurred prior to an Early Redemption Date, Scenario 2 will take precedence.</p> <p><b>The Calculation Agent may postpone or suspend the payment of any amount if the Calculation Agent has determined – in its sole and absolute discretion – that a Credit Event has occurred, may have occurred, or might shortly occur.</b></p>
Liquidation Amount	<p>The Liquidation Amount is expressed in the Settlement Currency and equals (i) the market value of the Securitised Assets plus any Accrued Interest less (ii) the pro rata share of all losses for unwinding or the settlement of any hedge position relating to the Securitized Assets and less (iii) the pro rata share of any costs generated by the unwind or settlement of such hedging positions.</p> <p>The Liquidation Amount will be calculated by the Calculation Agent in its sole and absolute discretion. The Calculation Agent will publish the Liquidation Amount as soon as it has been calculated.</p> <p><b>The Liquidation Amount may be significantly lower than the Denomination.</b></p>
Holders Early Redemption Fee	3.00% administrative fee of the Liquidation Amount

## TYPES OF CREDIT EVENTS

Credit Event Category Means the Credit Events indicated in the table herein:

Credit Event	Applicable
Event of Default	YES
Insolvency Event	YES
Failure to Pay	YES
Repudiation / Moratorium	YES

Whether a Credit Event has occurred, shall be reasonably observed and determined by the Calculation Agent. The occurrence of a Credit Event shall be published in a notice by the Calculation Agent on the Calculation Agent's website and will be delivered to the Holders via Euroclear / Clearstream ("**Credit Event Notice**"). A Credit Event and an Event Determination Date shall **inter alia** be regarded as occurred and effective immediately after such notification of the Credit Event Notice.

Observation Period Means the period from (and including) the Initial Fixing Date to the Maturity Date

Event Determination Date Means the day on which the Credit Event Notice is effective

## TAXATION

Holders and prospective Holders are advised to consult with their tax advisers with respect to the tax consequences of the purchase, ownership, disposition, lapse or exercise or redemption of a Fixed Coupon Note in light of their particular circumstances. The Issuer and the Manager hereby expressly exclude any liability in respect of any possible tax implications.

## FIXED COUPON NOTES DOCUMENTATION

**The Term Sheet contains a summary of information of the Fixed Coupon Notes and is for information purposes only.** Only the Term Sheet together with the issuance and offering "Terms & Conditions" ("T&Cs") of the relevant Issuer valid as per the Initial Fixing Date containing all further relevant terms and conditions, as such is amended from time to time (the "T&Cs"), shall form the entire and legally binding documentation for the Fixed Coupon Notes. **Definitions used in the Term Sheet, but not defined therein, shall have the meaning given to them in the T&Cs related to the Fixed Coupon Notes.** Even though translation into other languages might be available, it is **only the Term Sheet and T&Cs in English which are legally binding.**

This document is a Term Sheet prepared in view of the issuance of the Fixed Coupon Notes and is not a prospectus within the meaning of the Securitization Law of Luxembourg, a private placement documentation, a key information, or any equivalent document or a simplified prospectus in the meaning of the Securitization Law of Luxembourg. The information contained in this document is not complete and is subject to completion and amendment. This document has not been approved by a reviewing body. This document does not, and is not intended to, constitute or contain an offer or invitation to sell, and it is not soliciting offers to buy, products in any jurisdiction where such offer or sale is not permitted.

Notices to Holders in connection with the Fixed Coupon Notes shall be validly given in accordance with the terms and conditions.

During the whole term of the Fixed Coupon Notes, certain documents can be ordered free of charge from the Manager Alaric Capital, AD via telephone (+359.4398.151\*) or via e-mail (office@alaric.bg). Please note that all calls made to numbers marked with an asterisk (\*) are recorded.

## II. Significant Risks

### RISK FACTORS RELATED TO THE FIXED COUPON NOTES

#### General

The Fixed Coupon Notes are a complex financial product. The Holders assume an additional credit risk. Holders are advised to seek expert advice on the risks associated with the specific Fixed Coupon Notes before investing in the Fixed Coupon Notes with exposure to the Securitized Assets or referring to third party credit events. Given the complexity of the terms and conditions of the Fixed Coupon Notes, an investment in the Fixed Coupon Notes is suitable only for experienced Holders who understand and are in a position to evaluate the risks associated with the relevant investment.

#### Credit Risk Related to the Securitized Assets

The value of the Fixed Coupon Notes and its repayment depends, amongst other things, predominantly on the Securitized Assets.

Any collateral securitization in place does not eliminate the risks associated with any Credit Event.

If the Calculation Agent determines, in accordance with the Fixed Coupon Notes terms and at its own discretion, that a Credit Event has occurred, the Holders in the Fixed Coupon Notes have no right of recourse against the Issuer or any related party with regards to any loss which they sustain due to the Liquidation Amount redeemed to them (which may be significantly lower than the Denomination or even zero).

After determination of a Credit Event by the Calculation Agent, the Holders do not stand to benefit from any positive performance with regards to the Securitized Assets. In particular, the consequences of determination of a Credit Event by the Calculation Agent can not be reversed. As such, Holders do not participate, e.g. in the event of restructuring, in the corresponding restructuring process and are not entitled to appeal against elements of the restructuring process. For this reason, an investment in the Fixed Coupon Notes may be associated with a higher risk than a direct investment in the liabilities of the Securitized Assets.

If circumstances arise or an event occurs which have/have a negative impact on the creditworthiness or credit rating of the Securitized Assets but which do/does not result in the occurrence of a Credit Event, the price of the Fixed Coupon Notes may fall. As a result, Holders who sell the Fixed Coupon Notes at this time may sustain a significant loss of their capital invested.

No investigations, searches or other enquiries will be made and no express or implied representations or warranties will be given by the Issuer and its affiliates, any agent or any other third party on behalf of any of the persons named above in respect of the Securitized Assets.

Holders should take into account that the relevant date, on which the Liquidation Amount can be determined, may occur not only several days, but also several weeks or months, after the occurrence of a Credit Event without any interest payment in respect of the Liquidation Amount being owed by the Issuer.

The Issuer and its affiliates may be subject to conflicts of interest in relation to the Securitized Assets.

#### Suitability

Prospective Holders of the Fixed Coupon Notes must ensure they understand the nature of such financial instruments and the extent of their exposure to risk, they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investments in such Fixed Coupon Notes and that they consider the suitability of such Fixed Coupon Notes as an investment in the light of their own circumstances and financial condition.

Given the complexity of the terms and conditions of this Fixed Coupon Notes, an investment is suitable only for experienced Holders who understand and are in a position to evaluate the risks associated with it.

#### Interest Rate Risk/Credit Risk

The Holders in the Fixed Coupon Notes are exposed to interest rate risks and to the credit spreads of the Securitized Assets as the valuation of the Fixed Coupon Notes depends, among others, on the prevailing interest rates and credit spreads of the Securitized Assets.

## **Credit Ratings/Rating Volatility**

Credit ratings represent the rating agencies' opinions regarding credit quality and are not a guarantee of quality. Rating agencies attempt to evaluate the safety of principal and/or interest payments and do not evaluate the risks of fluctuations in market value. Accordingly, the credit ratings (if applicable) may not fully reflect the true risks of a Securitized Assets. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events; so that an issuer's current financial condition may be better or worse than its rating indicates. Rating agencies may from time to time change the ratings of a Securitized Assets even if no losses have been incurred.

Furthermore, there is no assurance that the rating (if applicable) of a Securitized Assets will not be reduced or withdrawn in the future, or that a rating is a guarantee of future performance.

## **Limited Liquidity**

A secondary market will be provided under normal market conditions at the prevailing market price.

## **Tax/Regulatory Impact**

There may be a tax or regulatory impact on investing in the Fixed Coupon Notes. The Issuer and the placement agents do not provide any tax opinion. Any perspective Holder should consult with its own advisors prior to investing in the Fixed Coupon Note.

## **ADDITIONAL RISK FACTORS**

Prospective Holders should ensure they fully understand the nature of the Fixed Coupon Notes and the extent of their exposure to risks and they should consider the suitability of the Fixed Coupon Notes as an investment in the light of their own circumstances and financial condition. The Fixed Coupon Notes involve a high degree of risk, including potential substantial loss of capital. Potential Holders should be prepared in certain circumstances to sustain a substantial loss of the capital invested to purchase the Fixed Coupon Notes as well as the transaction costs. Prospective Holders shall consider the following important risk factors and read the section "Risk" of the T&Cs for details on all other risk factors to be considered.

This is a structured product that may involve derivative components. Holders should make sure their advisors have verified the Fixed Coupon Notes is suitable for their portfolio taking into account the Holder's financial situation, investment experience and investment objectives.

Holders whose usual currency is not the currency in which the Fixed Coupon Notes is redeemed should be aware of their possible currency risk.

The value of the Fixed Coupon Notes may not correlate with the value of the Securitized Assets.

## **Market Risks**

The general market performance of securities is dependent, in particular, on the development of the capital markets which, for their part, are influenced by the general global economic situation as well as by the economic and political framework conditions in the respective countries (so-called market risk). Changes to market prices such as interest rates, commodity prices or corresponding volatilities may have a negative effect on the valuation of the Securitized Assets or the Fixed Coupon Notes. There is also the risk of market disruptions (such as trading or stock market interruptions or discontinuation of trading) or other unforeseeable occurrences concerning the respective Securitized Assets and/or their stock exchanges or markets taking place during the term or upon maturity of the Fixed Coupon Notes. Such occurrences can have an effect on the time of redemption and/or on the value of the Fixed Coupon Notes.

## **Credit Risk of the Issuer**

Holders bear the credit risk of the Issuer of the Fixed Coupon Notes. The Fixed Coupon Notes constitute unsubordinated and unsecured obligations of the relevant Issuer and rank pari passu with each and all other current and future unsubordinated and unsecured obligations of the relevant Issuer. The insolvency of an Issuer may lead to a substantial loss of the invested capital.

Potential Holders should note that the Issuer is not rated by the credit rating agencies, i.e. there is no credit rating for the Issuer.

## **Secondary Market**

The Issuer and/or the Manager or any third party appointed by the Issuer, as applicable, intends, under normal market conditions,



to provide bid and offer prices for the Fixed Coupon Notes on a regular basis. However, the Issuer and/or the Manager, as applicable, make no firm commitment to provide liquidity by means of bid and offer prices for the Fixed Coupon Notes, and assume no legal obligation to quote any such prices or with respect to the level or determination of such prices. In special market situations, where the Issuer and/or the Manager is/are unable to enter into hedging transactions, or where such transactions are very difficult to enter into, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks of the Issuer and/or the Manager.

#### **Illiquidity Risk**

One or, if applicable, more of the Securitized Assets might be or become illiquid over the life time of the Fixed Coupon Notes. Illiquidity of Securitized Assets might lead to larger bid/offer spreads of the Fixed Coupon Notes and/or to an extended time period for buying and/or selling the Securitized Assets respective to acquire, unwind or dispose of the hedging transaction(s) or asset(s) or to realize, recover or remit the proceeds of such hedging transaction(s) or asset(s) which might implicate a postponed redemption or delivery and/or a modified redemption amount, as reasonably determined by the Calculation Agent.

### **ADDITIONAL INFORMATION/DISCLAIMER**

#### **Conflict of Interests**

The Issuer and/or the Manager and/or any third party appointed by them, as the case may be, may from time to time, as principal or agent, have positions in, or may buy or sell, or make a market as well as be active on both sides of the market at the same time in any securities, currencies, financial instruments or other assets underlying the products to which this document relates. The Issuer's and/or Manager's and/or the appointed third party's trading and/or hedging activities related to this transaction may have an impact on the price of the Securitized Assets.

#### **Remunerations to Third Parties**

Depending on the circumstances, the Issuer and/or Manager may sell this Fixed Coupon Notes to financial institutions or intermediaries at a discount to the Denomination or reimburse a certain amount to such financial institutions or intermediaries.

In addition, for certain services rendered by distribution partners and to increase quality and services relating to the Fixed Coupon Notes, the Issuer and/or Manager may from time to time pay trailer fees to such third parties.

#### **No Offer**

This Term Sheet is primarily provided for information purposes and does not constitute a recommendation, an offer or a solicitation of an offer to buy financial products.

#### **No Representation**

The Issuer, the Manager and any third party appointed by them make no representation or warranty relating to any information herein, which is derived from independent sources.