## **FINAL TERMS SUPPLEMENT DATED 14 MARCH 2023**

# **BROKERCREDITSERVICE STRUCTURED PRODUCTS PLC**

BrokerCreditService Structured Products plc (incorporated in Cyprus) (as Issuer)

## EUR 20,000,000 EURO MEDIUM TERM NOTE PROGRAMME

Series 2017-9 RUB1,000,000,000 Tracker Notes on a Mutual Funds Basket due August 2027 issued by the Issuer ISIN: XS1675776014; Common Code: 167577601



#### Final Terms Supplement dated 14 March 2023

This supplement (the "Final Terms Supplement") is supplemental to, and shall be read in conjunction with, the terms and conditions of the Series 2017-9 RUB1,000,000,000 Tracker Notes on a Mutual Funds Basket due August 2027 issued by BrokerCreditService Structured Products plc (the "Issuer") under the EUR20,000,000,000 Euro Medium Term Programme (the "Programme") (the "Notes") as set out in the Drawdown Prospectus dated 29 August 2017 with respect to the Notes (the "Final Terms") prepared by the Issuer.

Unless otherwise defined in this Final Terms Supplement, terms defined in the Final Terms have the same meaning when used in this Final Terms Supplement.

Pursuant to the terms of the consent solicitation memorandum dated 10 March 2023 (the "Memorandum"), on 14 March 2023, the Noteholders passed the Extraordinary Resolution, as defined in the Fiscal Agency Agreement dated 11 January 2017 relating to the Notes (the "Extraordinary Resolution"), and thereby provided their consent to make certain amendments to the Final Terms as described in the Memorandum.

### **Amendments and Modifications:**

With effect from the date of the Extraordinary Resolution:

- The Paragraph 21(v) of the Final Terms shall be deleted in its entirety and replaced with the 1 following:
  - Each 23 February and 23 August from (and including) "(v) Interest Payment Date(s):

23 February 2018 to (and including) the Maturity Date, provided that, any Interest Amount originally due and payable on 28 February 2023 (after giving effect to the Following Business Day Convention) shall be payable within ten Business Days from the Extraordinary Resolution being passed".

With respect to the Notes only, the terms and conditions of the Notes set out in the section entitled 2 "Terms and Conditions of the Notes - Fiscal Agency Agreement Applicable" of the Base Prospectus in relation to the Programme dated 11 January 2017 (the "Terms and Conditions") shall be amended by adding new Condition 8(h) (Payment in Fallback Currency) as set forth in the Annex hereto.

Signed on behalf of the Issuer:

By: M alona Joanny, Director

Duly authorised

#### ANNEX

With respect to the Notes only, the Terms and Conditions shall be amended by adding new Condition 8(h) (Payment in Fallback Currency) as follows:

"(h) Payment in Fallback Currency: For so long as a Payment Disruption Event has occurred and is continuing (as determined by the Calculation Agent in its sole and absolute discretion), notwithstanding any other provision of these Conditions, the Issuer shall be entitled to discharge its obligations in respect of any payments under the Notes by making such payment in the Fallback Currency with the relevant amount payable calculated by way of conversion of the amount payable in the Specified Currency or Settlement Currency, as applicable, into the Fallback Currency at the Specified Rate, where:

"Payment Disruption Event" means the occurrence of any of the following (i) the relevant clearing system(s) has withdrawn or announced the decision to withdraw the Specified Currency or the Settlement Currency as a settlement currency; (ii) the Specified Currency or the Settlement Currency otherwise ceasing to be eligible for clearance through the relevant clearing system(s); or (iii) it becomes otherwise impossible for the Issuer to make payments under the Notes in the Specified Currency or the Settlement Currency, as applicable, in each case as a result of the circumstances beyond the Issuer's control and as determined by the Calculation Agent acting in good faith and a commercially reasonable manner.

"Fallback Currency" means the lawful currency of the United States of America ("USD"), or if the Calculation Agent determines that USD is not freely available to the Issuer, whether at all or in the amount sufficient to make the necessary payments, such other currency eligible for clearance through the relevant clearing systems, as selected by the Calculation Agent acting in good faith and in a commercially reasonable manner.

"FX Business Day" means, for the purposes of determining the Specified Rate only, a day, other than a Saturday or Sunday, on which commercial banks and foreign exchange markets are generally open, or not authorised to close, in Moscow, Russia.

"Rate Calculation Day" means the third FX Business Day preceding each Interest Payment Date, the Maturity Date or any other date on which principal, interest or any other amount shall become due under the Notes.

"Specified Rate" means, with respect to any Rate Calculation Day, the MOEX USD/RUB FX FIXING rate (if the Fallback Currency is USD) as of the relevant Rate Calculation Day or such rate as of the relevant Rate Calculation Day as determined by the Calculation Agent acting in good faith and a commercially reasonable manner (if any other currency is selected as the Fallback Currency by the Calculation Agent as a result of USD not being freely available to the Issuer), in each case expressed as the amount of RUB per one unit of Fallback Currency as reported on the official website of Moscow Exchange (https://www.moex.com/en/fixing/ or any successor page), as determined by the Calculation Agent. In the event that, with respect to the relevant Rate Calculation Date, such rates are unavailable, the Calculation Agent shall determine the Specified Rate by reference to, first, the relevant FX rates as of the relevant Rate Calculation Day published by the Central Bank of Russia (https://www.cbr.ru/eng/currency\_base/daily/ or any successor page), failing which the relevant rate shall be the rate as of the relevant Rate Calculation Day as determined by the Calculation Agent acting in good faith and a commercially reasonable manner.

The Issuer shall notify the Noteholders and the Agents promptly upon becoming aware of the Payment Disruption Event having occurred."