

## Tracker Certificate on the CYRRUS Security Index CZK

Bullish

Open-end; issued in CZK; not listed

ISIN CH0404587120 | Swiss Security Number 40458712

Investors should read the section "Significant Risks" below as well as the section "Risk Factors" of the relevant Programme.

This Product is a derivative instrument. It does not qualify as unit of a collective investment scheme pursuant to art. 7 et seqq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and is therefore neither registered nor supervised by the Swiss Financial Market Supervisory Authority FINMA. Investors do not benefit from the specific investor protection provided under the CISA.

In the European Economic Area this product may only be offered to qualified investors as defined in the Prospectus Directive or in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer shall require the publication of a prospectus or supplement pursuant to the Prospectus Directive.

This Product may be distributed in or from Switzerland only to qualified investors within the meaning of Section 10 of the CISA, as amended from time to time, and only marketing efforts commonly deployed for the market with such a selected investors' universe may be used.

In addition, Investors are subject to the credit risk of the Issuer and Guarantor, if any.

This document is not a prospectus within the meaning of article 1156 of the Swiss Code of Obligations (CO).

### I. Product Description

#### Market expectation of the Investor

Price increase in the Underlying.

#### Product description

The Tracker Certificate replicates the price movements in the Underlying (adjusted by the Units, the Management Fee, the Performance Fee and, as the case may be, the FX Rate) and is therefore in terms of risk comparable to a direct investment in the Underlying. **The Underlying is a dynamic, discretionarily managed Index.** At the Redemption Date, the Investor will receive a Cash Settlement in the Settlement Currency, as further described under Redemption. If the Certificate's value falls below a pre-defined Stop Loss Level during its lifetime, a Stop Loss Event will be triggered.

#### Index description

The Underlying is an actively managed index (the "**Index**") which is discretionarily managed by the Index Sponsor and calculated by the Index Calculation Agent. The components of the Underlying (the "**Components**") may be rebalanced on a regular basis. The Index Sponsor determines and is responsible for the composition of the Underlying and may add, replace or remove Components in accordance with a set of predefined index guidelines set out in the index rule book "CYRRUS Security Index CZK", Version ID TTDD3, dated 19.04.2018 (the "**Index Rule Book**").

**Objective:** The investment objective of the Index is to achieve positive net performance each year by regularly changing its Components. The Index invests mainly in stocks and certificates related to Defense sector (traditional or IT). Its Components are selected according to the following criteria: market cap over USD 500m equivalent; geographical markets: listed or incorporated in Europe, USA, China; applicable both for single stocks and underlings of certificates. The Components are weighted as follows: No underlying in the AMC will exceed 50 % of the AMC except cash.

**Universe:** The Index universe consists of eligible components and may include Shares, Derivative Investment Products, FX Forward, Cash Instruments as determined by the Index Sponsor and subject to the restrictions defined in the Index Rule Book.

**Restrictions:** A maximum of 25 Components may be included in the Index. More detailed information can be found in the Index Rule Book.

**Rebalancing:** The Index Sponsor may submit a maximum of 50 rebalancing requests per year.

**Distributions:** Net distributions with respect to Components (after deduction of any expenses and taxes) will lead to an adjustment of the Index (as specified in the Index Rule Book).

**The Index represents a hypothetical portfolio. There is no obligation on the Index Calculation Agent, the Issuer or any other party to purchase and/or hold any Components of the Index and there is no actual portfolio of assets to which any person is entitled or in which any person has any ownership interest. The Index is merely comprised of Components, the performance of which will be used as a reference point for the purposes of calculating the value of the Index. The Issuer shall be free to choose how to invest or further proceed with any capital raised by the issuance of any of the Certificates.**

**References to any rebalancing of the Index or addition, adjustment, substitution, replacement or removal of Components should not be construed as imposing an obligation on the Issuer, the Index Calculation Agent or any person actually to acquire or dispose of any securities, investments, assets or other property but are references to the change in, and relate solely to the calculation of, the value of**

the Index, which is relevant for the determination of any amount payable in respect of the Certificate.

Upon request, the Index Rule Book and the latest composition of the Index are available free of charge from the Lead Manager (Leonteq Securities AG, Europaallee 39, 8004 Zurich, Switzerland or [termsheet@leonteq.com](mailto:termsheet@leonteq.com)).

Underlying							
Underlying	Index Sponsor	Index Calculation Agent	Bloomberg Ticker	Units <sup>0</sup> *	Initial FX Rate (FX Rate <sub>0</sub> )	Currency	Initial Fixing Level (Index Value <sub>0</sub> )*
CYRRUS Security Index CZK	Cyrrus a.s.	LEONTEQ Securities AG	not applicable	1.00000	1.00000	CZK	CZK 1'000.00

\* will be determined on the Initial Fixing Date

Product Details	
Swiss Security Number	40458712
ISIN	CH0404587120
Issue Price	100.00%
Denomination	CZK 1'000.00
Issue Size	CZK 100'000'000 (can be increased at any time)
Settlement Currency	CZK

Dates	
Initial Fixing Date	19.04.2018
Issue Date	26.04.2018
Observation Dates	Quarterly, from (and including) 30.06.2018; if a specific Observation Date is not a Scheduled Trading Day then the following Scheduled Trading Day will be deemed to be an Observation Date.
Last Trading Day	Open-end or in the case of an exercise of the Issuer's Termination Right or the Investor Redemption, two Scheduled Trading Days prior to the Final Fixing Date
Final Fixing Date	Open-end or in the case of an exercise of the Issuer's Termination Right, as specified in the Issuer's Termination Announcement or in case of an exercise of the Investor Redemption, the day for which the Paying Agent receives the duly signed Redemption Notice (subject to Market Disruption Event provisions)
Redemption Date	Open-end or in the case of an exercise of the Issuer's Termination Right or the Investor Redemption the 5 <sup>th</sup> Business Day following the Final Fixing Date (subject to Settlement Disruption Event provisions)

Fees	
Distribution Fee	Relevant Fees (as defined in the General Terms and Conditions of the Programme)
Management Fee (MF)	3.00% p.a. (fee split: 2.00% p.a. Index Sponsor, 1.00% p.a. Calculation Agent) The Management Fee reduces the redemption amount subject to the holding period and has a negative effect on the secondary market prices. The Management Fee will be paid quarterly on the Observation Dates.
Performance Fee (PF)	10.00% (fee split: 10.00% Index Sponsor, 0.00% Calculation Agent) The Performance Fee reduces the redemption amount subject to the holding period and has a negative effect on the secondary market prices. The Performance Fee will be paid quarterly on the Observation Dates.
Transaction Fee	A Transaction Fee is levied by the Index Calculation Agent inside the Index for each Component adjustment within the Index (for the avoidance of doubt, the Transaction Fee does not apply to changes in Units, in the Underlying). The Transaction Fee represents a percentage of the notional volume of each of the hypothetical transactions in the Components and equals 0.10%. More details on the Transaction Fee can be found in the Index Rule Book.
Possible Fees relating to Components	Additional fees with respect to the Components may occur and as outlined in the respective documentation of the relative Component.

## Redemption

The Investor is entitled to receive from the Issuer, subject to an Extraordinary Termination, on the Redemption Date per Product a Cash Settlement in the Settlement Currency corresponding to the value of the Underlying on the Final Fixing Date adjusted by the Units<sub>t</sub>, the Management Fee, the Performance Fee and, as the case may be, the FX Rate. This amount equals Value<sub>t</sub> on the Final Fixing Date, where Value<sub>t</sub> is calculated according to the following formula and reasonably determined by the Calculation Agent:

$$\text{Value}_t = \text{FX Rate}_t \times \text{Units}_t \times \text{Index Value}_t - \text{AMF}_t - \text{APF}_t$$

**Index Value<sub>t</sub>** Means the official closing price of the Underlying on Scheduled Trading Day t as published by the Index Calculation Agent, and as reasonably determined by the Calculation Agent.

**FX Rate<sub>t</sub>** Means the prevailing exchange rate on the Scheduled Trading Day t as reasonably determined by the Calculation Agent. The exchange rate is expressed as units of the Settlement Currency per one unit of currency of the Underlying (if both currencies are identical then FX Rate<sub>t</sub> is equal to 1.0).

**Units<sub>t</sub>** Means the notional units of the Underlying per Product on Scheduled Trading Day t.

Provided Scheduled Trading Day t is not an Observation Date:

$$\text{Units}_t = \text{Units}_{t-1}$$

If Scheduled Trading Day t is an Observation Date:

$$\text{Units}_t = \text{Units}_{t-1} - (\text{AMF}_t + \text{APF}_t) / (\text{Index Value}_{t-1} \times \text{FX Rate}_t)$$

Where Index Value<sub>t-1</sub> means Index Value<sub>t</sub> of the Underlying on Scheduled Trading Day t, adjusted by any costs incurred by the Issuer or a hedging party thereof for unwinding risk reducing hedging transactions relating to the Issuer's obligations under the Product, as reasonable determined by the Calculation Agent. Units<sub>t</sub> are rounded in accordance with the Rounding Convention.

Following the adjustment of Units<sub>t</sub> by AMF<sub>t</sub>, AMF<sub>t</sub> is reset to zero.

Following the adjustment of Units<sub>t</sub> by APF<sub>t</sub>, APF<sub>t</sub> is reset to zero.

**AMF<sub>t</sub>** Means the accrued management fees on Scheduled Trading Day t and is determined by the Calculation Agent as follows:

$$\text{AMF}_t = \text{AMF}_{t-1} + \text{Value}_{t-1} \times \text{MF} \times \text{DayCount}_t \quad \text{and} \quad \text{AMF}_0 = 0.00$$

**DayCount<sub>t</sub>** Means the actual number of calendar days between (and including) Scheduled Trading Day t-1 to (and excluding) the current Scheduled Trading Day t divided by 360.

**APF<sub>t</sub>** Means the accrued performance fee on Scheduled Trading Day t and is determined by the Calculation Agent as follows:

$$\text{APF}_t = \text{APF}_{t-1} + \text{PF} \times \text{Max}(0, \text{Value}_{t-1} - \text{Watermark}_{t-1}) \quad \text{and} \quad \text{Watermark}_0 = \text{Watermark}_1 = \text{Value}_0, \text{APF}_0 = 0.00$$

**Watermark<sub>t-1</sub>** Means the maximum of Value<sub>t</sub> on any Scheduled Trading Day since the Initial Fixing Date up to (and including) Scheduled Trading Day t-2.

**Initial Fixing Level (Index Value<sub>0</sub>)** Means the official closing price of the Underlying on the Initial Fixing Date as determined by the Calculation Agent.

**Interim Payments** The Index Sponsor has the right to request a discretionary determined amount (the “Interim Payment”) being paid to the Investor by sending a duly signed notice to the Index Calculation Agent identifying the payment date (any such date being an “Interim Payment Date”) and amount (any such amount being an “Interim Payment”). If a specific Interim Payment Date is not a Scheduled Trading Day, then the following Scheduled Trading Day will be deemed to be an Interim Payment Date. Any such Interim Payment will result in a corresponding reduction of Units<sub>t</sub> in the Underlying.

**Issuer's Termination Right** The Issuer has the right to call all Certificates for early redemption (the “Termination Right”) at any time with a 10 Business Days (prior to the respective Final Fixing Date) notice by announcement (the “Termination Announcement”) on the Paying Agent's website, all in accordance with the General Terms and Conditions of the Programme. The Termination Announcement will specify the Final Fixing Date and the respective Redemption Date. Following the announcement, the Certificates will be redeemed on the Redemption Date for a value equal to the Value<sub>t</sub> on the Final Fixing Date as determined by the Calculation Agent.

**Investor Redemption** Each Investor has a quarterly right, on 19 April for the first time on 19.04.2019 (Following Business Day Convention will apply) to call the Certificates for redemption (taking into account any Minimum and/or Maximum Redemption Number, if such is applicable as stated under “General Information” herein), by delivering a duly completed and signed Redemption Notice to the Paying Agent in accordance with General Terms and Conditions of the Programme (notice to be received by the Paying Agent no later than 07.00 am CET on the 10<sup>th</sup> Business Day preceding the respective Final Fixing Date).

Following such announcement the Certificates will be redeemed on the Redemption Date for a value equal to the Value<sub>t</sub> on the Final Fixing Date as determined by the Calculation Agent.

**Extraordinary Termination** The Issuer has the right to call all Certificates with **immediate** effect, without prior notice (the “**Extraordinary Termination**”). Such Extraordinary Termination will prevail any Investor Redemption and/or Issuer’s Termination, if applicable.

The Issuer may exercise its right for Extraordinary Termination:

- a. based on Hedging Disruption and other provisions as set out in paragraph “*Termination and Cancellation due to Illegality, Illiquidity, Impossibility, Increased Cost of Hedging, a Hedging Disruption, Increased or Cost of Collateralization (COSI)*” of the Programme; or
- b. if the agreement, or any part thereof concerning the Index, between the Index Sponsor and the Issuer and/or the Index Calculation Agent (or an affiliate thereof) is terminated; or
- c. if the Index in whole or the calculation of the index value are terminated, as the case may be.

In case of an Extraordinary Termination the Issuer will pay to the Investor a Cash Settlement in the Settlement Currency that shall be the fair market value of the Product, taking into account the event that led to the Extraordinary Termination, less any costs and withholdings levied onto the Issuer and/or any of its affiliates for its hedge positions, all as determined by the Calculation Agent in its sole discretion. Such amount shall be paid to the Investor 5 Business Days following completion and receipt in full of the proceeds for all disinvestments in all relevant hedge positions, as reasonably determined by the Calculation Agent in its sole discretion.

**Stop Loss Event** A Stop Loss Event shall be deemed to occur if at any time on any Scheduled Trading Day from and including the Initial Fixing Date to and including the Final Fixing Date, Value, is at or below the Stop Loss Level, as reasonably determined by the Calculation Agent. Following the occurrence of a Stop Loss Event, the Issuer will unwind all risk reducing hedging transactions relating to the Issuer’s obligations under the Certificates and will pay to the Investor a Cash Settlement in the Settlement Currency that shall be the fair market value of the Product, less any costs and withholdings levied onto the Issuer and/or any of its affiliates for unwinding its hedge positions, as determined by the Calculation Agent in its sole and absolute discretion.

**Stop Loss Level** 10.00% of the Initial Fixing Level

#### General Information

<b>Issuer</b>	Leonteq Securities AG, Guernsey Branch (Rating: n/a, Supervisory Authority: FINMA, on a consolidated basis)
<b>Lead Manager</b>	Leonteq Securities AG, Zurich, Switzerland
<b>Calculation Agent</b>	Leonteq Securities AG, Zurich, Switzerland
<b>Paying Agent</b>	Leonteq Securities AG, Zurich, Switzerland
<b>Index Sponsor</b>	Cyrrus a.s., Veveří 111 (PLATINIUM), 616 00 Brno, Czech Republic. The Index Sponsor is supervised by: CNB Czech National Bank.
<b>Listing/Exchange</b>	not listed
<b>Secondary Market</b>	Daily price indications will be available from 09:15 - 17:15 CET on <a href="http://www.leonteq.com">www.leonteq.com</a> , Thomson Reuters [SIX Symbol]=LEOZ or [ISIN]=LEOZ and Bloomberg [ISIN] Corp or on LEOZ.
<b>Resell</b>	<b>Products may only be sold to a third party with the prior consent of the Lead Manager and only in form of a private placement. Thus, Investors must contact the Lead Manager before they resell the Products.</b>
<b>Quotation Type</b>	Secondary market prices are quoted in percent.
<b>Settlement Type</b>	Cash Settlement
<b>Rounding Convention</b>	Numbers are rounded down to five (5.0) decimal places.
<b>Scheduled Trading Day t</b>	Means any calendar day on which the Index Calculation Agent is scheduled to publish a value for the Underlying. The Initial Fixing Date corresponds to Scheduled Trading Day 0 and for any subsequent Scheduled Trading Day variable t is incremented by one (1.0).
<b>Minimum Investment</b>	CZK 1'000.00
<b>Minimum Trading Lot</b>	CZK 1'000.00
<b>Minimum Redemption Number</b>	CZK 1'000.00
<b>Maximum Redemption Number</b>	CZK 1'000.00
<b>Selling Restrictions</b>	<b>This Product may be distributed in or from Switzerland only to qualified investors within the meaning of Section 10 of the CISA, as amended from time to time, and only marketing efforts commonly deployed for the market with such a selected investors' universe may be used.</b> No action has been or will be taken to permit any offering of the Products or possession or distribution of any offering material in relation to the Products in any jurisdiction, where such action for that purpose is required. Consequently, any offer, sale or delivery of the Products, or distribution or publication of any offering material relating to the Products, may only be made in or from any jurisdiction in compliance with applicable laws and regulations not imposing any

obligations on the Issuing Parties or the Lead Manager.

Possible limitations resulting from legal restrictions with regard to cross-border communication and cross-border business concerning the products and related information remain reserved.

Offering and selling restriction in particular apply with respect to the EEA, UK, Hong Kong and Singapore.

The Products 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).

Detailed information on Selling Restrictions is published in the Programme which is available on [www.leonteq.com](http://www.leonteq.com).

<b>Clearing</b>	SIX SIS Ltd, Euroclear, Clearstream
<b>Depository</b>	SIX SIS Ltd
<b>Public Offering</b>	N/A
<b>Private Placement</b>	Switzerland and Czech Republic only
<b>Form</b>	Uncertificated Security / Book-entry
<b>Governing Law/Jurisdiction</b>	Swiss / Zurich

**The definition “Issuing Party/Parties” as used herein, means the Issuer, as indicated in section “General Information”.**

#### Taxation Switzerland

Swiss Federal Stamp Duty	For Swiss stamp duty purpose, the Product is treated as analogous to a share/unit in a foreign investment fund. Therefore, primary and secondary market transactions are in principle subject to Swiss stamp duty (TK24).
Swiss Income Taxation (for private investors with tax domicile in Switzerland)	For private investors with tax domicile in Switzerland holding the Product as part of their private property the difference between the sale price at sale or at redemption and the purchase price is subject to the Federal Direct Tax (“reine Differenzbesteuerung”).  The tax treatment regarding the cantonal and communal income taxes can differ from the tax treatment regarding the Federal Direct Tax. But in general the income tax treatments are corresponding.
Swiss Withholding Tax	The Product is not subject to the Swiss Withholding Tax.

On 1 January 2017 Switzerland has implemented the Automatic Exchange of Information in Tax Matters (“AEOI”) with the EU and Australia, Jersey, Guernsey, Isle of Man, Iceland, Norway, Japan, Canada and South Korea. Switzerland is also negotiating the introduction of the AEOI with other countries. In this context the EU Savings Tax for Swiss paying agents and the Final Withholding Tax with UK and Austria was repealed.

The tax information is a non-binding summary and only provides a general overview of the potential tax consequences linked to this Product at the time of issue. Tax laws and tax doctrine may change at any time, possibly with retroactive effect.

Investors and prospective Investors are advised to consult with their tax advisers with respect to the Swiss tax consequences of the purchase, ownership, disposition, lapse or exercise or redemption of a Product in light of their particular circumstances. The Issuing Parties and the Lead Manager hereby expressly exclude any liability in respect of any possible tax implications.

Updated bondfloor information, if a bondfloor is applicable to the Product (according to “Product Details” and “Taxation Switzerland” herein), can be found on the following web page of the Swiss Federal Tax Administration (FTA): [www.ictax.admin.ch](http://www.ictax.admin.ch). The Investor must be aware that for tax purposes the value of the bond floor is converted into Swiss Francs (CHF) at inception/purchase as well as at sale/redemption of the Product, in case the Product is denominated in another currency than CHF. Thus, the Investor is exposed to the foreign exchange risk with regard to the taxable income calculation.

Any payment under this Product may be subject to withholding tax (such as, inter alia, withholding related to FATCA (Foreign Account Tax Compliance Act) or 871(m) of the US Tax Code). Any payments due under this Product are net of such tax. If an amount in respect of Section 871(m) of the U.S. Tax Code were to be deducted or withheld from interest, principal or other payments on the Products, none of the Issuer, any Paying Agent or any other person would be required to pay additional amounts as a result of the deduction or withholding of such tax, i.e. the Investor would receive a significant lower amount than he would have received without such deduction or withholding.

#### Product Documentation

The Indicative Termsheet includes the information required for a preliminary simplified prospectus pursuant to Article 5 of the Swiss Federal Act on Collective Investment Schemes (“CISA”). The Termsheet, which will be available no later than on the Issue Date, as well as the Final Termsheet include the information required for a definitive simplified prospectus pursuant to Article 5 CISA. The Termsheet contains a summary of information of the Product and is for information purposes only. **Only the Final Termsheet together with the Issuance and Offering Programme 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 “Programme”), shall form the entire and legally binding documentation for this Product (“Product Documentation”), and accordingly the Final Termsheet should always be read together with the Programme. Definitions used in the Final Termsheet, but not defined therein, shall have the meaning given to them in the Programme. Even though translations into other languages might be available, it is only the Final Termsheet and Issuance and Offering Programme in English which are legally binding.**

Notices to Investors in connection with this Product shall be validly given in accordance with the terms and conditions of the Programme.

During the whole term of this Product, the Product Documentation can be ordered free of charge from the Lead Manager at Europaallee 39, CH-8004 Zurich (Switzerland), via telephone (+41-(0)58-800 1000\*), fax (+41-(0)58-800 1010) or via e-mail ([termsheet@leonteq.com](mailto:termsheet@leonteq.com)). Please note that all calls made to numbers marked with an asterisk (\*) are recorded. By calling such number, your consent to the recording is deemed given.



## II. Prospects for Profit and Loss

This product falls within the category "Participation Products". The profit the Investor could realize with this Product at redemption is unlimited (except for bearish products and products with the special feature "capped participation"). The redemption amount is directly linked to the performance of the Underlying(s), taking into account any participation rates or other features.

On the downside, especially if the product has forfeited any contingent capital protection (like e.g. a barrier, strike), the Investor is exposed to the negative development of the Underlying(s). **This might (even if a stop loss event has occurred) lead to a partial or even a total loss of his investment.**

Please refer to the sections "Product Description" and "Redemption" for more detailed information on the characteristics of this Product.

## III. Significant Risks

### Risk Factors Relating to the Product

**The downside risk of this Product is the same as for the Underlying, i.e. the Investor could lose the total investment even if a Stop Loss Event occurs.** However, the Value of the Product might differ from the Underlying's performance due to fee adjustments (if applicable). Investors may lose a significant part or all of their investment in this Product.

#### General

The Product provides exposure to a discretionary Index managed by the Index Sponsor. The Index Sponsor has a significant scope of discretion in terms of the Index' composition and will determine the initial composition of the Index and subsequent adjustments thereof, excluding adjustments and substitutions made by the Index Calculation Agent in accordance with the Index Rule Book or as defined herein and save where a rebalancing request of the Index Sponsor has been declined by the Index Calculation Agent. The performance of the Index and hence of the Product depends, inter alia, on the quality of the Index Sponsor's decisions as regards the composition of the Index (excluding adjustments and substitutions made by Index Calculation Agent in accordance with the Index Rule Book or as defined herein). Investors need to do their own due diligence with respect to the Index Sponsor.

#### Index Success

Neither the Calculation Agent nor the Index Calculation Agent take any responsibility for the composition of, adjustment (excluding adjustments and substitutions made by Index Calculation Agent in accordance with the Index Rule Book or as defined herein) to and the success of the Index. Neither the Calculation Agent nor the Index Calculation Agent are obliged to verify compliance with the index rules set out in the Index Rule Book or to intervene in case of non-compliance with the index rules set out in the Index Rule Book.

#### Diversification of the Index

If there are no minimum diversification criteria for the Index, as defined in the Index Rule Book, the Underlying may comprise of one single Component.

#### Foreign Exchange Risk

The Investor in the Product may be exposed to foreign exchange rate risk depending on the composition of the Index.

#### Interest Rate Risk

The Investor in the Product may be exposed to interest rate risk depending on the composition of the Index and the Settlement Currency.

#### Value Risk

For reasons not necessarily attributable to any of the risk factors set forth herein (for example, supply/demand imbalances or other market forces), the prices of the Components of the Index to which the Product is linked, may decline substantially.

#### Early Termination Risk

The Issuer may call the Product in accordance with the provisions as set forth above (please refer to section "Redemption"). Such early termination may adversely affect the Investors' financial interests.

#### Illiquidity Risk

One or, if applicable, more of the Components of the Index might be or become illiquid over the life time of the Product. Illiquidity of a Component of the Index might lead to larger bid/offer spreads of the Product and/or might delay the acquisition, unwind or disposal of hedging transaction(s) or asset(s) or realization, recovery or remittance of the proceeds of such hedging transaction(s) or asset(s) which might implicate a postponed redemption and/or a modified redemption amount, as reasonably determined by the Calculation Agent.

### Additional Risk Factors

Prospective Investors should ensure that they fully understand the nature of this Product and the extent of their exposure to risks and they should consider the suitability of this Product as an investment in the light of their own circumstances and financial condition. Products involve a high degree of risk, including the potential risk of becoming worthless. Potential Investors should be prepared and in a position to sustain a total loss of the capital invested to purchase this Product. Prospective Investors shall consider the following important risk factors and see the section "Risk Factors" of the Programme for details on all other risk factors to be considered.

This is a structured product involving derivative components. Investors should make sure that their advisors have verified that this Product is suitable for the portfolio of the investor taking into account the investor's financial situation, investment experience and investment objectives.

The terms and conditions of the Product may be subject to adjustments during the lifetime of the Product as set out in the Programme.

Investors whose usual currency is not the currency in which the product is redeemed should be aware of their possible currency risk. The value of the Product may not correlate with the value of the Underlying(s).

### **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 Underlying(s) or the Product. There is also the risk of market disruptions (such as trading or market/exchange interruptions or discontinuation or limitation of trading) or other unforeseeable occurrences concerning the respective Underlyings and/or their exchanges or markets taking place during the term or upon maturity of the Products. Such occurrences can have an effect on the time of redemption and/or on the value of the Products.

### **Credit Risk of Issuing Parties**

Investors bear the credit risk of the Issuing Parties of the Product. The Products constitute unsubordinated and unsecured obligations of the relevant Issuing Party and rank *pari passu* with each and all other current and future unsubordinated and unsecured obligations of the relevant Issuing Party. The insolvency of an Issuing Party may lead to a partly or total loss of the invested capital.

Potential Investors 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 Lead Manager or any third party appointed by the Issuer, as applicable, intends, under normal market conditions, to provide bid and offer prices for the Products on a regular basis. However, the Issuer and/or the Lead Manager, as applicable, make no firm commitment to provide liquidity by means of bid and offer prices for the Products, 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 Lead 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 Lead Manager.

### **Additional Information / Disclaimer**

#### **Prudential Supervision**

Leonteq Securities AG's Guernsey Branch is licensed by the Guernsey Financial Services Commission ("GFSC").

#### **Conflict of Interests**

The Issuing Parties and/or the Lead 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 Lead 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 Underlying.

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

Depending on the circumstances the Issuer and/or Lead Manager may sell this Product to financial institutions or intermediaries at a discount to the Issue Price or reimburse a certain amount to such financial institutions or intermediaries (reference is made to section "Fees" herein, where such fees, if applicable, will be disclosed). For open-end products such fees will be split linearly over ten years.

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

Further information is available on request.

#### **No Offer**

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

### **ADDITIONAL INFORMATION WITH REGARDS TO THE PRIVATE OFFERING IN THE EEA**

**The following terms apply only to the non public offering in the European Economic Area (EEA) and are to be understood in addition to the afore-mentioned provisions.**

#### **Product Documentation**

This document does not constitute a prospectus within the meaning of the Directive 2010/73/EU of the European Parliament and of the Council amending the Directive 2003/71/EC of the European Parliament and Council (Prospectus Directive).

#### **Secondary Market**

The Issuer and/or the Lead Manager or any third party appointed by the Issuer, as applicable, will, under normal market conditions, provide bid and offer prices for the Products on a regular basis. In special market situations, where the Issuer and/or the Lead 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 Lead Manager.

#### **No Offer**

The indicative Termsheet has been prepared for discussion purposes only. It is not an offer to buy the Product described within or enter into any agreement. Neither the Issuer nor any of their officers or employees is soliciting any action based upon it. The Final Termsheet is subject to further discussion and negotiation and also subject to internal approval.

#### **No Representation**

The Issuer and/or Lead Manager makes no representation or warranty relating to any information herein which is derived from independent sources. Furthermore, the Issuer makes no representations as to (i) the suitability of the Product for any particular Investor and (ii) the appropriate accounting treatment or possible tax consequences of investing in the Product or (iii) the future performance of the Product either in absolute terms or relative to competing investments.

#### **No Advice**

This Termsheet should not be construed as investment, financial, strategic, legal, regulatory, accounting or tax advice. It does not take into account the particular investment objectives, financial situation or needs of individual Investors. Certain transactions, including those involving futures, options and high yield securities, give rise to substantial risk and are not suitable for all investors. Accordingly Investors should consider whether the Product described herein is suitable for their particular circumstances and should consult their own accounting, tax, investment and legal advisors before investing. The Issuer does not accept any responsibility to update any opinions or other information contained in this Termsheet.

#### **EEA Selling Restrictions**

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each purchaser of the Products represents and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of the Products to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Products which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, and the Issuer has consented in writing to the use of the prospectus for the purpose of that offer, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Products in that Relevant Member State:

- solely to legal entities which are qualified investors as defined in the Prospectus Directive,
- at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the Lead Manager; or;
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Products shall require the Issuer or the Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Products to the public" in relation to any Products in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Products to be offered so as to enable an investor to decide to purchase or subscribe the Products, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

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