

*Final Terms dated 13 July 2021 as amended and restated on 19 June 2024
BrokerCreditService Structured Products plc*

(incorporated in The Republic of Cyprus)

(the "Issuer")

*guaranteed by FG BCS LTD DMCC, formerly FG BCS Ltd
(the Guarantor)*

*Issue of Series 196 USD 10,000,000 Share Linked Guaranteed Notes (Autocall Standard Notes with
Snowball Digital Coupon) due 2024*

under the EUR 10,000,000,000 Euro Medium Term Note Programme (the "Programme")

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

Neither the Issuer nor the Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

MiFID II product governance / Retail investors, professional investors and ECPs target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice, portfolio management, non-advised sales and pure execution services - subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.

UK MiFIR product governance / Retail investors, professional investors and ECPs target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"), and eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice, portfolio management, non-advised sales and pure execution services, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable.

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the sections entitled "*Terms and Conditions of the Notes*", "*Annex 1 - Additional Terms and Conditions for Payouts*" and "*Annex 3 - Additional Terms and Conditions for Share Linked Notes*" in the Base Prospectus dated 14 June 2021 which constitutes a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation, and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and these Final Terms (in each case, together with any documents incorporated therein by reference) are available for viewing at, and copies may be obtained from, Citibank, N.A., London Branch (in its capacity as Fiscal Agent). The Base Prospectus will also be available on the website of Euronext Dublin (<https://live.euronext.com>) and these Final Terms will be available for viewing on the website of Euronext Dublin. A copy of these Final Terms and the Base Prospectus will be sent free of charge by the Issuer to any investor requesting such documents. A summary of the Notes is annexed to these Final Terms.

The Base Prospectus and these Final Terms are available for viewing at, and copies may be obtained from, the Fiscal Agent.

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

1.	(i)	Issuer:	BrokerCreditService Structured Products plc
	(ii)	Guarantor:	FG BCS LTD DMCC, formerly FG BCS Ltd
2.	(i)	Series Number:	196
	(ii)	Tranche Number:	1
3.		Specified Currency:	U. S. Dollars (" USD "), subject to the provisions of Annex to the amended and restated Final Terms dated 19 June 2024 ¹
4.		Aggregate Nominal Amount:	
	(i)	Series:	USD 10,000,000
	(ii)	Tranche:	USD 10,000,000
5.		Issue Price of Tranche:	100 per cent. of the Aggregate Nominal Amount
6.		Minimum Trading Size:	Not Applicable
7.	(i)	Specified Denominations:	USD 1,250
	(ii)	Calculation Amount:	USD 1,250
8.		Issue Date and Interest Commencement Date:	13 July 2021
9.		Maturity Date:	13 November 2024

¹ Amendment to reflect payment in a fallback currency in case of a Payment Disruption Event.

10.	Form of Notes:	Registered
11.	Interest Basis:	Share Linked Interest (further particulars specified below)
12.	Coupon Switch:	Not Applicable
13.	Redemption/Payment Basis:	Share Linked Redemption Payout Switch: Not applicable
14.	Payout Switch:	Not Applicable
15.	Put/Call Options:	Not Applicable
16.	Settlement Currency:	USD, subject to the provisions of Annex to the amended and restated Final Terms dated 19 June 2024 ²
17.	Knock-in Event:	Not Applicable
18.	Knock-out Event:	Not Applicable
19.	Method of distribution:	Non-syndicated
20.	Hybrid Securities:	Not Applicable
21.	Guaranteed Notes	Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

22.	Interest:	Applicable
	(i) Specified Period:	Not applicable
	(ii) Interest Period(s):	From (and including) an Interest Period End Date (or the Interest Commencement Date in the case of the first Interest Period) to (but excluding) the next following Interest Period End Date
	(iii) Interest Period End Date(s):	13 February, 13 May, 13 August and 13 November in each year, commencing on 13 November 2021 up to and including the Maturity Date
	(iv) Business Day Convention for Interest Period End Date(s):	Following
	(v) Interest Payment Date(s):	Each Interest Period End Date
	(vi) Business Day Convention for Interest Payment Date(s):	Following

² Amendment to reflect payment in a fallback currency in case of a Payment Disruption Event.

- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): Calculation Agent
- (viii) Margin(s): Not applicable
- (ix) Minimum Interest Rate: Not applicable
- (x) Maximum Interest Rate: Not applicable
- (xi) Day Count Fraction: Not applicable
- (xii) Determination Dates: Not applicable
- (xiii) Accrual to Redemption: Not applicable
- (xiv) Rate of Interest: Not applicable
- (xv) Coupon Rate: (Include one or more of the following if applicable): Snowball Digital Coupon applicable
- (xvi) Rate(i): As per (vii) below

Snowball Digital Coupon applicable:

- (i) Snowball Digital Coupon Condition: Equal to or greater than
- (ii) SPS Coupon Valuation Date: 6 February, 6 May, 6 August and 6 November in each year, commencing on 6 November 2021 up to and including 6 November 2024 (or, if any such day is not a Scheduled Trading Day, the next following Scheduled Trading Day)
- (iii) SPS Coupon Valuation Period: Not applicable
- (iv) Multiple Barriers: Applicable

Rate(i) shall be the rate for the highest Snowball Level in respect of which the Snowball Digital Coupon Condition is satisfied
- (v) Snowball Barrier Value: Worst Value
- (vi) Snowball Level: (i) 70 per cent.

(ii) 0 per cent.
- (vii) Rate(i) for each Snowball Level: (i) 3.75 per cent. per Interest Period for a Snowball Level of 70 per cent.

(ii) 2.25 per cent. per Interest Period for a Snowball Level of 0 per cent.

VALUATION METHODOLOGIES FOR COUPON PAYMENTS

23.	Payout Conditions:	Applicable
	Worst Value is applicable:	
(i)	SPS Valuation Date:	SPS Coupon Valuation Date
(ii)	Underlying Reference:	Share Linked
(iii)	Underlying Reference Closing Price Value:	Closing Price
(iv)	Closing Price:	As per Annex 3 (<i>Additional Terms and Conditions for Share Linked Notes</i>)
(v)	Strike Date:	13 August 2021
(vi)	Strike Days:	Not applicable
(vii)	Averaging Date Consequences:	Not applicable
(viii)	Scheduled Custom Index Business Day:	Not applicable
(ix)	Index Sponsor:	Not applicable
(x)	Underlying Reference Strike Price:	Strike Price Closing Value
(xi)	FX Conversion:	Not applicable
(xii)	FX Currency:	Not applicable
(xiii)	Underlying Reference FX Level:	Not applicable
(xiv)	Underlying Reference FX Strike Level:	Not applicable
(xv)	Strike Period:	Not applicable
(xvi)	Barrier Percentage Strike Price:	Not applicable
24.	Fixed Rate Provisions:	Not Applicable
25.	Floating Rate Provisions:	Not Applicable
26.	Screen Rate Determination:	Not Applicable
27.	ISDA Determination:	Not Applicable
28.	Zero Coupon Provisions:	Not Applicable
29.	Index Linked Interest Provisions:	Not Applicable

30.	Share Linked Interest Provisions:	Applicable
	(i) Shares/ADR:	<ol style="list-style-type: none"> 1. Capri Holdings Ltd 2. Chewy Inc 3. Discovery Inc 4. Seagen Inc 5. Zillow Group Inc
	(ii) Relative Performance Basket:	Applicable
	(iii) Share Currency:	USD
	(iv) ISIN of Share(s):	<ol style="list-style-type: none"> 1. VGG1890L1076 2. US16679L1098 3. US25470F1049 4. US81181C1045 5. US98954M1018
	(v) Screen Page/Exchange Code:	<p>The following pages on Bloomberg Business:</p> <ol style="list-style-type: none"> 1. CPRI UN Equity 2. CHWY UN Equity 3. DISCA UW Equity 4. SGEN UW Equity 5. ZG UW Equity
	(vi) Averaging:	Averaging does not apply to the Notes.
	(vii) Strike Date:	13 August 2021
	(viii) Interest Valuation Time:	Scheduled Closing Time
	(ix) Interest Valuation Date(s):	Each SPS Coupon Valuation Date
	(x) Observation Date(s):	Not applicable
	(xi) Observation Period:	Not applicable
	(xii) Exchange Business Day:	(All Shares Basis)
	(xiii) Scheduled Trading Day:	(All Shares Basis)
	(xiv) Exchange(s):	The relevant Exchanges are the New York Stock Exchange with respect to Chewy Inc and Capri

Holdings Ltd, Nasdaq with respect to Zillow Group Inc, Seagen Inc and Discovery Inc.

(xv)	Related Exchange(s):	All Exchanges
(xvi)	Weighting:	Not applicable
(xvii)	Valuation Time:	Scheduled Closing Time
(xviii)	Share Correction Period:	One Settlement Cycle
(xix)	Optional Additional Disruption Events:	The following Optional Additional Disruption Events apply to the Notes: Increased Cost of Hedging Insolvency Filing
(xx)	Trade Date:	13 July 2021
(xxi)	Market Disruption:	Specified Maximum Days of Disruption will be equal to eight
(xxii)	Tender Offer:	Applicable
(xxiii)	Listing Change:	Applicable
(xxiv)	Listing Suspension:	Applicable
(xxv)	Illiquidity:	Not applicable
(xxvi)	Delayed Redemption on the Occurrence of an Extraordinary Event:	Not applicable
31.	Commodity Linked Interest Provisions:	Not Applicable
32.	Fund Linked Interest Provisions:	Not Applicable
33.	ETI Linked Interest Provisions:	Not Applicable
34.	Foreign Exchange (FX) Rate Linked Interest Provisions:	Not Applicable
35.	Underlying Interest Rate Linked Interest Provisions:	Not Applicable
36.	Additional Business Centre(s):	Moscow and Limassol (Cyprus)

PROVISIONS RELATING TO REDEMPTION

37.	Final Redemption Amount:	Final Payout
38.	Final Payout:	Applicable

Autocall Standard Notes

(i)	FR Barrier Value:	Worst Value
(ii)	Final Redemption Condition Level:	100 per cent.
(iii)	FR Exit Rate:	0 per cent.
(iv)	SPS Knock-in Valuation:	Applicable: less than Knock-in Level: 60 per cent.
(v)	Knock-in Determination Day:	6 November 2024 (or, if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day)
(vi)	Knock-in Determination Period:	Not applicable
(vii)	Knock-in Value:	Worst Value
(viii)	Coupon Airbag Percentage:	0 per cent.
(ix)	Final Redemption Value:	Worst Value
(x)	SPS Valuation Date:	Knock-in Determination Day
(xi)	SPS Redemption Valuation Date(s):	Knock-in Determination Day
(xii)	SPS FR Barrier Valuation Date(s):	Knock-in Determination Day

VALUATION METHOD FOR REDEMPTION PAYMENT:

39.	Payout Conditions:	Applicable
	Worst Value is applicable:	
(i)	SPS Valuation Date:	SPS FR Barrier Valuation Date and Knock-in Determination Day and Automatic Early Redemption Valuation Date
(ii)	SPS Redemption Valuation Date(s):	Not applicable
(iii)	Underlying Reference:	Share Linked
(iv)	Underlying Reference Closing Price Value:	Closing Price
(v)	Closing Price:	As per Annex 3 (<i>Additional Terms and Conditions for Share Linked Notes</i>)
(vi)	Strike Date:	13 August 2021
(vii)	Scheduled Custom Index Business Day:	Not applicable

	(viii)	Index Sponsor:	Not applicable
	(ix)	Underlying Reference Strike Price:	Strike Price Closing Value
	(x)	FX Conversion:	Not applicable
	(xi)	FX Currency:	Not applicable
	(xii)	Underlying Reference FX Level:	Not applicable
	(xiii)	Underlying Reference FX Strike Level:	Not applicable
	(xiv)	Strike Period:	Not applicable
	(xv)	Barrier Percentage Strike Price:	Not applicable
40.		Automatic Early Redemption:	Applicable
	(i)	Automatic Early Redemption Event:	Automatic Early Redemption Event 1: "greater than or equal to"
	(ii)	Automatic Early Redemption Valuation Time:	Scheduled Closing Time
	(iii)	Automatic Early Redemption Payout:	SPS Automatic Early Redemption Payout 1: AER Redemption Percentage: 100 per cent. AER Exit Rate: AER Rate
	(iv)	Automatic Early Redemption Date(s):	Each Interest Payment Date (except for the Interest Payment Date scheduled to fall on the Maturity Date)
	(v)	Automatic Early Redemption Price:	100 per cent.
	(vi)	Automatic Early Redemption Percentage:	Not applicable
	(vii)	Automatic Early Redemption Percentage Up:	Not applicable
	(viii)	Automatic Early Redemption Percentage Down:	Not applicable
	(ix)	AER Rate:	0 per cent.
	(x)	AER Exit Rate:	Not applicable
	(xi)	AER Screen Page:	Not applicable

(xii)	AER Specified Time:	Not applicable
(xiii)	AER Reference Rate Determination Date(s):	Not applicable
(xiv)	AER Margin:	Not applicable
(xv)	Automatic Early Redemption Valuation Date(s):	Each SPS Coupon Valuation Date (except for the SPS Coupon Valuation Date scheduled to fall on 6 November 2024)
(xvi)	Underlying Reference Level:	Not applicable
(xvii)	SPS AER Valuation:	Applicable SPS AER Value 1: Worst Value
(xviii)	AER Event 1 Underlyings:	See item 45(i) below
(xix)	AER Event 2 Underlyings:	Not applicable
(xx)	AER Event 1 Basket:	Not applicable
(xxi)	AER Event 2 Basket:	Not applicable
(xxii)	AER Day Count Fraction:	Not applicable
(xxiii)	Cut-off Date:	Not applicable
(xxiv)	Early Redemption Leverage Factor:	Not applicable
(xxv)	QR Price in respect of the Basket Price:	Not applicable
(xxvi)	QR Price in respect of the Final Price:	Not applicable
(xxvii)	QR Price in respect of the Initial Price:	Not applicable
41.	Issuer Call Option:	Not Applicable
42.	Put Option:	Not Applicable
43.	Aggregation:	Not Applicable
44.	Index Linked Redemption Amount:	Not Applicable
45.	Share Linked Redemption Amount:	Applicable
(i)	Share:	<ol style="list-style-type: none"> 1. Capri Holdings Ltd 2. Chewy Inc 3. Discovery Inc

			4. Seagen Inc
			5. Zillow Group Inc
(ii)	Relative Performance Basket:		Applicable
(iii)	Share Currency:		USD
(iv)	ISIN of Share(s):		1. VGG1890L1076 2. US16679L1098 3. US25470F1049 4. US81181C1045 5. US98954M1018
(v)	Screen Code:	Page/Exchange	The following pages on Bloomberg Business: 1. CPRI UN Equity 2. CHWY UN Equity 3. DISCA UW Equity 4. SGEN UW Equity 5. ZG UW Equity
(vi)	Strike Date:		13 August 2021
(vii)	Averaging:		Averaging does not apply to the Notes.
(viii)	Redemption Date:	Valuation	6 November 2024
(ix)	Observation Date(s):		Not applicable
(x)	Observation Period:		Not applicable
(xi)	Exchange Business Day:		(All Shares Basis)
(xii)	Scheduled Trading Day:		(All Shares Basis)
(xiii)	Exchange(s):		The relevant Exchanges are the New York Stock Exchange with respect to Chewy Inc and Capri Holdings Ltd, Nasdaq with respect to Zillow Group Inc, Seagen Inc and Discovery Inc.
(xiv)	Related Exchange(s):		All Exchanges
(xv)	Weighting:		Not applicable
(xvi)	Valuation Time:		Scheduled Closing Time

	(xvii)	Share Correction Period:	One Settlement Cycle
	(xviii)	Optional Additional Disruption Events:	The following Optional Additional Disruption Events apply to the Notes: Increased Cost of Hedging Insolvency Filing
	(xix)	Trade Date:	13 July 2021
	(xx)	Market Disruption:	Specified Maximum Days of Disruption will be equal to eight
	(xxi)	Tender Offer:	Applicable
	(xxii)	Listing Change:	Applicable
	(xxiii)	Listing Suspension:	Applicable
	(xxiv)	Illiquidity:	Not applicable
	(xxv)	Delayed Redemption on the Occurrence of an Extraordinary Event:	Not applicable Principal Protected Termination Amount: Not applicable
46.		Commodity Linked Redemption Amount:	Not Applicable
47.		Fund Linked Redemption Amount:	Not Applicable
48.		Credit Linked Notes:	Not Applicable
49.		ETI Linked Redemption Amount:	Not Applicable
50.		Foreign Exchange (FX) Rate Linked Redemption Amount:	Not Applicable
51.		Underlying Interest Rate Linked Redemption Amount:	Not Applicable
52.		Early Redemption Amount:	
		Early Redemption Amount(s):	Market Value less Costs
53.		Provisions applicable to Physical Delivery:	Not Applicable
54.		Variation of Settlement:	
	(i)	Issuer's option to vary settlement:	The Issuer does not have the option to vary settlement in respect of the Notes.
	(ii)	Variation of Settlement of Physical Delivery Notes:	Not applicable

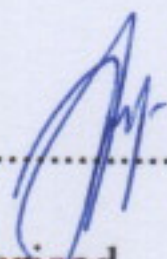
GENERAL PROVISIONS RELATING TO THE NOTES

- | | | |
|-----|---|---|
| 55. | Form of Notes: | Registered Notes

Global Registered Note exchangeable for Individual Note Certificates in the limited circumstances described in the Global Registered Note |
| 56. | New Global Note: | No |
| 57. | Additional Financial Centre(s) or other special provisions relating to payment dates: | Moscow and Limassol (Cyprus) |
| 58. | Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): | No |
| 59. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and, if different from those specified in the Temporary Global Note, consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | Not Applicable |
| 60. | Details relating to Notes redeemable in instalments: amount of each instalment, date on which each payment is to be made: | Not Applicable |
| 61. | Calculation Agent: | BrokerCreditService (Cyprus) Limited |
| 62. | Date board approval for issuance of Notes obtained: | 12 July 2021 |
| 63. | Relevant Benchmark: | Not Applicable |

Signed on behalf of the Issuer:

By:

 Alona Ioannu, Director

Duly authorised

PART B - OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: Application has been made to Euronext Dublin for the Notes to be admitted to trading on its regulated market with effect from on or about the Issue Date.
- (ii) Estimate of total expenses related to admission to trading: EUR 1,000

2. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save for any fees payable to the Dealer, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Dealer and its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer: See the "*Use of Proceeds*" wording in the Base Prospectus
- (ii) Estimated net proceeds: USD 10,000,000
- (iii) Estimated total expenses: Nil save for the expenses referred to in paragraph 1(ii) above.

4. PERFORMANCE OF SHARES AND OTHER INFORMATION CONCERNING THE UNDERLYING REFERENCES

Information of past and future performance and volatility of the Shares can be found on the Screen Page specified above for the relevant Share.

5. OPERATIONAL INFORMATION

- ISIN: XS2362683570
- Common Code: 236268357
- Delivery: Delivery free of payment
- Names and addresses of additional Paying Agent(s) (if any): Not Applicable
- Additional U.S. federal income tax considerations: The Notes are not subject to U.S. federal withholding tax under Section 871(m)

6. DISTRIBUTION

- (i) Method of distribution: Non-syndicated
- (ii) If syndicated: Not applicable

- | | | |
|-------|---|--|
| (iii) | If non-syndicated, name and address of Dealer: | BrokerCreditService (Cyprus) Limited (address: Spyrou Kyprianou & 1 Oktovriou, 1 Vashiotis Kalande Offices, 2nd floor Mesa Geitonia, 4004, Limassol, Cyprus) |
| (iv) | Indication of the overall amount of the underwriting commission and of the placing commission: | Not applicable |
| (v) | US Selling Restrictions:

(Categories of potential investors to which the Notes are offered): | Reg. S Compliance Category 2; TEFRA not applicable |
| (vi) | Prohibition of Sales to EEA and UK Retail Investors: | Not applicable |
| (vii) | Public Offer: | Not applicable |

AGIA ZONI CENTER, Flat/Office 103, 3027 Limassol, Cyprus. Its LEI is 213800W4XQFCUX7HFM81.

Principal activities:

The Issuer is a special purpose vehicle which acts as an investment and financing company for the Group (being FG BCS LTD DMCC, formerly FG BCS Ltd, together with its consolidated subsidiaries, the "**Group**") and issues notes under the Programme.

The Issuer conducts trading operations in the international securities markets, which include entering into transactions with market counterparties and related parties that are members of the Group. These transactions include, but are not limited to, repo transactions, loans and transactions in securities in the international capital markets including exchanges and OTC markets. The Issuer also conducts investment activities in different types of bonds of both Russian and international issuers.

Major Shareholders:

The Issuer is a subsidiary of FG BCS LTD DMCC, which holds 99.96% of the issued shares of the Issuer. FG BCS LTD DMCC is incorporated and domiciled in United Arab Emirates. The ultimate shareholder owning and controlling the Issuer is Oleg Mikhasenko, who is the sole ultimate beneficial owner of the Group.

Key managing directors:

Sergei Kosarev and Evgenios Bagiazidis (executive directors).

Franz Hep and Dimitra Karkalli (non-executive directors).

Statutory auditors:

Yiallourides & Partners Ltd, chartered accountants of Sotiris Tofini, 4, AUDEH QUARTERS, Floor 1, Flat 102 & 103, St. Athanasius, 4102, Limassol, Cyprus

What is the key financial information regarding the Issuer?

The summary information in the tables below is extracted from the audited and consolidated financial statements of the Issuer as at and for the year ended 31 December 2019 and the audited and consolidated financial statements of the Issuer as at and for the year ended 31 December 2020 (the "**Financial Statements**").

In respect of the Financial Statements, the Issuer has adopted all of the new and revised International Financial Reporting Standards ("**IFRS**") that are relevant to it and are effective for accounting periods beginning on 1 January 2020.

Comparative Annual Financial Data – In RUB

	31/12/2020	31/12/2019
	<i>Table 1</i>	
	Income statement	
Net profit or loss	2,650,033,045	3,052,016,110
	<i>Table 2</i>	
	Balance sheet	
Total Liabilities	225,865,874,523	179,406,365,252
Cash at bank and in hand	627,043,150	155,661,730

Table 3

Cash flow statement

Net cash generated from operating activities	32,011,920,339	5,203,083,459
Net cash used in financing activities	(2,000,973,122)	(6,501,396,943)
Net cash (used in)/generated from investing activities	(29,584,501,201)	1,347,386,019

What are the key risks that are specific to the Issuer?

Credit risk

As part of its trading operations, the Issuer enters into loans, OTC derivatives, securities lending transactions and other financial transactions with a number of counterparties. Credit risk is the risk of loss that the Issuer may incur as a result of borrowers or other counterparties of the Issuer defaulting on their payment obligations in respect of such transactions, including the risks attaching to the Issuer's customers having financial difficulties and risks relating to large exposures, which could impact the Issuer's ability to meet its obligations under the Notes.

Market risk

The Issuer faces market risks as an inherent part of its business. The Issuer's market risk relates to the risk of loss that the Issuer may incur because of adverse developments in market values resulting from fluctuations in interest rates, credit spreads, foreign currency exchange rates and equity and commodity prices. The performance of financial markets may cause changes in the value of the Issuer's investment and trading books which may adversely affect the Issuer's financial position, including reducing its revenue which, in turn, could prevent the Issuer from fulfilling its payment obligations under the Notes.

Liquidity risk

The Issuer is subject to liquidity risk, being the risk that a lack of funding prevents the Issuer from being able to finance its activities (i.e. to ensure the growth of its assets or perform its obligations as they fall due). The Issuer is subject to the following types of liquidity risk:

- i. physical liquidity risk, being the risk of default by the Issuer on its liabilities to counterparties in any currency because of a shortage of cash or non-cash funds; and
- ii. structural liquidity risk (i.e. concentration risk), being the risk of a significant deterioration of the Issuer's physical or regulatory liquidity due to an imbalance in the Issuer's asset and liability structure, which arises from a mismatch between the maturity of the Issuer's assets and liabilities. Although an unmatched position potentially enhances profitability, it can also increase the risk of losses for the Issuer.

If the Issuer is unable to finance its activities due to a lack of liquidity, this could lead creditors to form a negative view of Issuer's liquidity. This could result in higher borrowing costs and decreased access to various funding sources for the Issuer, which, in turn, could have an adverse effect on the Issuer's business, results of operations, financial position or prospects.

Insolvency risks under Cypriot law

The insolvency proceedings to which the Issuer could be subject to in Cyprus are (i) receivership, (ii) administration and (iii) winding up (a) by the court, (b) voluntarily by its shareholders or creditors or (c) subject to the supervision of the court. As the Notes are unsecured obligations, in the event of the insolvency of the Issuer, Noteholders would be unsecured creditors of the Issuer (and each Noteholder would rank *pari passu* with each other) and, depending on the size of the insolvency proceeds recovered following such insolvency, each Noteholder may receive less than it would have expected to receive under the Notes (and this may be less than its initial investment).

Risk factor relating to the ultimate shareholder of the Issuer

The ultimate shareholder owning and controlling the Issuer is Oleg Mikhasenko, who is the sole ultimate beneficial owner of the Group. The Issuer does not have any specific measures in place to ensure that this position of control is not abused. If such position of control is abused, this could have a material adverse effect on the Issuer's financial condition, results of operations and future prospects which may, in turn, result in the Issuer being unable to fulfil its obligation to Noteholders under the Notes.

Risks factors relating to the Russian Federation

Economic, political and legal uncertainty in Russia could have a material adverse effect on the Issuer. A significant proportion of the Issuer's revenue is derived from Russian investors and, as such, a large number of the Issuer's counterparties are based in Russia. Instability in Russia (as further described in more detail in the risk factors below) could seriously impact Russian counterparties' ability to invest which could lead to a reduction in the Issuer's revenue. Any such reduction in revenue could potentially affect the Issuer's ability to make payments to Noteholders under the Notes in part or in full.

KEY INFORMATION ON THE NOTES

What are the main features of the Notes?

Type, class and ISIN:

The Notes are share linked notes issued as Series number 196, Tranche number 1. The Notes are issued in registered form and have the following ISIN Code: XS2362683570 .

The Notes are linked to a basket of the following shares (each a "**Share**" and together the "**Shares**"):

- i. Capri Holdings Ltd (Bloomberg Code: CPRI UN Equity; ISIN: VGG1890L1076);
- ii. Chewy Inc (Bloomberg Code: CHWY UN Equity; ISIN: US16679L1098);
- iii. Discovery Inc (Bloomberg Code: DISCA UW Equity; ISIN: US25470F1049);
- iv. Seagen Inc (Bloomberg Code: SGEN UW Equity; ISIN: US81181C1045); and
- v. Zillow Group Inc (Bloomberg Code: ZG UW Equity; ISIN: US98954M1018).

Currency, denomination, par value, number of securities issued and duration:

The Notes are denominated in U. S. Dollars ("**USD**"). The Notes have a maturity date of 13 November 2024 (the "**Maturity Date**"). As at the issue date of the Notes, there will be 8,000 Notes of the Series in issue. The Notes have a denomination of USD 1,250 per Note and an aggregate nominal amount of USD 10,000,000.

Rights attached the Securities:

Status of the Notes

The Notes constitute unsubordinated and unsecured obligations of the Issuer. The Notes constitute direct, general and unconditional obligations of the Issuer which rank at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

Events of Default

The terms of the Notes contain events of default including non-payment, non-performance or non-observance of the Issuer's obligations in respect of the Notes and the insolvency or winding up of the Issuer.

Meetings

The terms of the Notes contain provisions for calling meetings of holders of such Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.

Taxation

All payments in respect of Notes will be made free and clear of withholding taxes of the Republic of Cyprus, as the case may be, unless the withholding is required by any law and/or regulation.

Governing law

The Notes, the Agency Agreement (as amended or supplemented from time to time) and the Deed of Covenant and any non-contractual obligations arising out of or in connection with the Agency Agreement (as amended or supplemented from time to time) and the Deed of Covenant are governed by, and shall be construed in accordance with English law.

Interest

The Notes pay interest determined by reference to the Shares. Interest, if any, will be payable on the Interest Period End Dates as the Interest Payment Dates for the Notes.

The Notes bear or pay interest on the basis of a "Snowball Digital Coupon Condition" with a memory effect. Any interest not paid in respect of a period may be paid at a later date if certain conditions are met.

In summary, if the Reference Value of the Worst Performing Share (the "**Worst Value**") in respect of an Interest Valuation Date is greater than or equal to at least one of the Snowball Levels, Noteholders will receive an interest payment on the related interest payment date equal to (A) the Specified Denomination *multiplied by* (B) the Interest Percentage for the highest Snowball Level that is satisfied. Noteholders will also receive on such interest payment date the sum of all unpaid interest amounts in respect of any previous interest payments at such rate. However, if the Reference Value of the Worst Performing Share in respect of such Interest Valuation Date is less than 0%, no interest amount is payable on such interest payment date.

Where:

"**Closing Value**" means the value of a Share at the close of trading on the relevant exchange in respect of a given trading day;

"**Initial Value**" means the Closing Value in respect of a Share in respect of the Strike Date;

"**Interest Percentage**" means, (i) in respect of Snowball Level (1), 3.75% per Interest Period and (ii) in respect of Snowball Level (2), 2.25% per Interest Period.

"**Interest Period**" means each period from (and including) an Interest Period End Date (or the Issue Date in the case of the first Interest Period) to (but excluding) the next following Interest Period End Date (or the Maturity Date in the case of the last Interest Period);

"**Interest Period End Date**" 13 February, 13 May, 13 August and 13 November in each year, commencing on 13 November 2021 up to and including the Maturity Date (in each case subject to adjustment in accordance with the following business day convention);

"**Interest Valuation Date**" 6 February, 6 May, 6 August and 6 November in each year, commencing on 6 November 2021 up to and including 6 November 2024 (or, if any such day is not a scheduled trading day for a Share, the next following scheduled trading day);

"**Reference Value**" means the Closing Value in respect of a Share in respect of a relevant valuation date *divided by* the Initial Value in respect of such Share, expressed as a percentage;

"**Snowball Level**" means, (1) 70%; and (2) 0%;

“**Strike Date**” means 13 August 2021;

“**Specified Denomination**” means USD 1,250; and

“**Worst Performing Share**” means the Share with the lowest Reference Value in respect of a relevant Interest Valuation Date.

Early Redemption

The Notes may be redeemed early for tax reasons at the early redemption amount calculated in accordance with the terms and conditions of the Notes. In addition, the Notes may be redeemed early following an automatic early redemption (see “*Automatic Early Redemption*” below).

The Notes may also be cancelled or redeemed early following the occurrence of certain disruption, adjustment, extraordinary or other events in relation to the Shares.

Automatic Early Redemption

If the Reference Value in respect of the Worst Performing Share in respect of an Automatic Early Redemption Valuation Date is greater than or equal to Automatic Early Redemption Price, the Notes will be automatically redeemed at 100% of par.

“**Automatic Early Redemption Valuation Date**” means each Interest Valuation Date (except for the Interest Valuation Date scheduled to fall on 6 November 2024).

Final Redemption – Notes

Each Note will be redeemed by the Issuer on the Maturity Date (unless previously redeemed or purchased and cancelled) at the Final Redemption Amount for Autocall Standard Notes.

In summary, if the Reference Value of the Worst Performing Share in respect of the last Interest Valuation Date is greater than or equal to 60%, the Notes will be redeemed at par. If the Reference Value in respect of the Worst Performing Share in respect of the last Interest Valuation Date is less than 60% (representing a decline of more than 40% from the Closing Value of such Worst Performing Share as of the Strike Date), Noteholders will receive a final redemption amount in USD equal to (A) the Specified Denomination *multiplied by* (B) the Reference Value in respect of the Worst Performing Share in respect of the last Interest Valuation Date (which shall be the Knock-in Determination Day and the SPS Redemption Valuation Date), with the result that the nominal amount invested by a Noteholder will be lost at a rate of 1% for every 1% that the Closing Value of such Worst Performing Share in respect of the last Interest Valuation Date is below the Initial Value of such Worst Performing Share.

Restrictions on free transferability of the securities:

The Notes will be freely transferable, subject to the offering and selling restrictions in the Russian Federation, the Republic of Cyprus and under the Prospectus Regulation and the laws of any jurisdiction in which the relevant Notes are offered or sold.

Where will the securities be traded?

Application has been made for the Notes to be admitted to the official list (the “**Official List**”) of Euronext Dublin and to trading on its regulated market (the “**Regulated Market of Euronext Dublin**”).

Is there a guarantee attached to the Notes?

Brief description of the Guarantor

The Guarantor's legal and commercial name is FG BCS LTD DMCC, formerly FG BCS Ltd. FG BCS LTD DMCC is incorporated and domiciled in United Arab Emirates. The Guarantor's registered office is at Unit No: AG- -PF-23, AG Tower, Plot No: JLT-PH1-I1A Jumeirah Lakes Towers, Dubai, United Arab Emirates. Its principal activities are to serve as an investment holding and financing company. Its

sole beneficiary and ultimate controlling party is Oleg Mikhasenko and its LEI is 213800GU1EOKGT4JCA10.

Nature and scope of guarantee

The Notes are the subject of a deed of guarantee dated 14 June 2021 entered into by the Guarantor and pursuant to which the Guarantor unconditionally and irrevocably guaranteed to each Noteholder the due and punctual payment of all sums from time to time payable by the Issuer in respect of the relevant Note as and when the same become due and payable. In addition, the Guarantor irrevocably and unconditionally agreed to indemnify the Issuer from and against any loss, liability or cost incurred by the Issuer as a result of the breach by any other member of its group of any contractual obligation owed to the Issuer.

Key financial information of the Guarantor

The summary information in the tables below is extracted from the audited and consolidated financial statements of the Guarantor as at and for the year ended 31 December 2018, the audited and consolidated financial statements of the Guarantor as at and for the year ended 31 December 2019, the unaudited and consolidated financial statements of the Guarantor as at and for the half year period ended 30 June 2019 and the unaudited and consolidated financial statements of the Guarantor as at and for the half year period ended 30 June 2020.

Comparative Annual Financial Data – In RUB

	31/12/2019	31/12/2018	For the 6 months ended 30/06/2020 (unaudited)	For the 6 months ended 30/06/2019 (unaudited)
<i>Table 1</i>				
Income statement				
Net profit or loss	493,782	4,611,546	5,792,502	93,635
<i>Table 2</i>				
Balance sheet				
Total Liabilities	251,484,368	222,936,933	288,115,325	-
Cash at bank and in hand	21,365,732	32,482,767	33,870,155	-
<i>Table 3</i>				
Cash flow statement				
Net cash generated from operating activities	(8,464,509)	596,499	10,398,525	2,926,540
Net cash used in financing activities	(166,424)	(1,387,356)	(231,538)	(111,279)
Net cash generated from investing activities	1,601,806	(19,587)	(1,860,685)	(255,603)

The most material risk factors pertaining to the Guarantor**Operational risk**

The Guarantor is subject to operational risk, being the risk of direct or indirect losses resulting from inadequate or failed internal processes, people or systems or from external events. Losses can take the form of direct financial losses, regulatory sanctions or lost revenues.

Insolvency

The Guarantor could be subject to the insolvency proceedings in United Arab Emirates.

Ultimate shareholder of the Guarantor

The ultimate shareholder owning and controlling the Guarantor is Oleg Mikhasenko. If a shareholder abuses a position of control, this could have a material adverse effect on the financial condition of the Guarantor, the results of operations and future prospects, which, in turn, could result in the Guarantor failing to fulfil its obligations to the Noteholders.

What are the key risks that are specific to the Notes?

In addition to the risks relating to the Issuer (including default risk) that may affect the Issuer's ability to fulfil its obligations under the Notes, there are certain factors which are material for the purposes of assessing the market risks associated with Notes, including that (i) the Notes are unsecured obligations, (ii) the trading market for the Notes may be volatile and may be adversely impacted by many events, (iii) an active secondary market may never be established or may be illiquid and that this may adversely affect the value at which an investor may sell its Notes (investors may suffer a partial or total loss of the amount of their investment), (iv) the trading price of the Notes is affected by a number of factors including, but not limited to, the price of the Shares and volatility and such factors mean that the trading price of the Notes may be below the Final Redemption Amount, (v) exposure to the Shares may be achieved by the Issuer entering into hedging arrangements and investors are exposed to the performance of these hedging arrangements and events that may affect the hedging arrangements and consequently the occurrence of any of these events may affect the value of the Notes, (vi) the occurrence of an

additional disruption event or optional additional disruption event may lead to an adjustment to the Notes, or early redemption or may result in the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption and consequently the occurrence of an additional disruption event and/or optional additional disruption event may have an adverse effect on the value or liquidity of the Notes, and (vii) the meetings of Noteholders provisions permit defined majorities to bind all Noteholders. In addition, there are specific risks in relation to Notes which are linked to a basket of Shares and an investment in such Notes will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to share linked Notes include similar market risks to a direct equity investment, potential adjustment events or extraordinary events affecting the shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Shares. In certain circumstances Noteholders may lose the entire value of their investment.

KEY INFORMATION ON THE OFFER OF THE NOTES TO THE PUBLIC AND THE ADMISSION TO TRADING ON A REGULATED MARKET

Under which conditions and timetable can I invest in this security?

The Notes are offered by way of private placement. This is not a public offer and the Issuer does not consent to the use of this Final Terms in connection with any public offer of the Notes.

The Issuer has appointed BrokerCreditService (Cyprus) Limited (the "**Dealer**") as the Dealer for the Programme. The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased or placed by, the Dealer is set out in the Dealer Agreement between the Issuer and the Dealer.

No expenses will be chargeable by the Issuer to an investor in connection with the issue of the Notes. Any expenses chargeable by the Dealer to an investor shall be changed in accordance with any relevant contractual arrangements between the Dealer and that investor.

Who is the offeror and/or the person asking for admission to trading?

BrokerCreditService (Cyprus) Limited (as the Dealer for the Programme). BrokerCreditService (Cyprus) Limited was incorporated in Cyprus on 7 December 2004, Registration Number HE 154856. Its registered office is at Spyrou Kyprianou & 1 Oktovriou, 1 VASHIOTIS KALANDE OFFICES, 2nd floor, Mesa Geitonia, 4004 Limassol, Cyprus.

Why is the prospectus being produced?

The use and estimated net amount of the proceeds:

The net proceeds from the issue of the Notes will be used for the general financing purposes of the Issuer. The offer of the Notes is not subject to an underwriting agreement.

Conflicts of interest:

Various entities within the Group (including the Issuer) may undertake different roles in connection with the Notes and may also engage in trading activities (including hedging activities) relating to the Shares and other instruments or derivative products based on or relating to the Shares which may give rise to potential conflicts of interest. In particular, the Calculation Agent is an affiliate of the Issuer. The Calculation Agent has no obligation to act in the best interests of the Noteholders and therefore a conflict of interest may arise between the Calculation Agent and Noteholders.

ANNEX TO THE AMENDED AND RESTATED FINAL TERMS DATED 19 JUNE 2024³

1. With respect to the Notes only, the Conditions shall be amended by adding new Condition 8(h) (*Payment in Fallback Currency*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus 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 and the Guarantor shall be entitled to discharge their respective 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 or the Guarantor 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 or the Guarantor's control and as determined by the Calculation Agent acting in good faith and a commercially reasonable manner.

"Fallback Currency" means any of the following currencies, as selected by the Issuer or the Guarantor, as applicable, in its sole and absolute discretion:

- Chinese Yuan;
- United Arab Emirates Dirham;
- Euro;
- British Pound; or
- Swiss Franc

(collectively, the "**Approved Currencies**"),

or, if the Issuer or the Guarantor, as applicable, determines that none of the Approved Currencies are freely available thereto, whether at all or in the amount sufficient to make the

³ Amendments to reflect payment in a fallback currency in case of a Payment Disruption Event, the modified payment mechanics under the Notes and introduced pursuant to Condition 14(b) (*Modification*), consequences of the Infrastructure Disruption Event and Force Majeure Event, as well as other amendments and modifications as approved by the Extraordinary Resolution of the Noteholders dated 18 June 2024.

necessary payments, such other currency eligible for clearance through the relevant clearing systems, as selected by the Issuer or the Guarantor, as applicable, acting in good faith and in a commercially reasonable manner, *provided that* for the avoidance of doubt, the relevant Approved Currency shall not be deemed freely available to the Issuer or the Guarantor, as applicable, to the extent that it is required to obtain any licences, consents, approvals or permissions (including from the government authorities) for purchasing such Approved Currency or making any payments under the Notes in such Approved Currency.

"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 sixth 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 FX Fixings rate of USD per one unit of the relevant Fallback Currency as of the relevant Rate Calculation Day 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 acting in good faith and a commercially reasonable manner. In the event that, with respect to the relevant Rate Calculation Day or relevant Fallback Currency, such rates, including after the application of multiple MOEX FX Fixings rates as set out below, 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, including after the application of multiple FX rates published by the Central Bank of Russia as set out below, 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. Notwithstanding the above, if, for any reason, the Issuer or the Guarantor does not have or ceases to have access to the Russian FX market, the MOEX FX Fixings rate and the FX rate published by the Central Bank of Russia shall be disregarded and the Specified Rate of the relevant Fallback Currency as of the relevant Rate Calculation Day shall be determined by the Calculation Agent acting in good faith and a commercially reasonable manner. For the avoidance of doubt, in making any determination set out herein, the Calculation Agent shall be entitled to apply, consequentially or otherwise, multiple MOEX FX Fixings rates or FX rates published by the Central Bank of Russia, as applicable, where such MOEX FX Fixings rate or FX rate published by the Central Bank of Russia, as applicable, of USD per one unit of the relevant Fallback Currency is not available.

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

2. With respect to the Notes only, Condition 14(b) (*Modification*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"(b) *Modification*: The Notes, these Conditions, the Deed of Guarantee (where applicable)

and the Deed of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. ~~In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer and the Guarantor shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.~~ In addition, notwithstanding any other provision of these Conditions or any provision of the Agency Agreement, the Issuer together with the Guarantor shall be entitled in their sole and absolute discretion and without the consent of the Noteholders or the Couponholders:

(i) to modify the payment mechanics under the Notes, including, but not limited to, changing the procedure, the method and/or the currency of payments under the Notes, including setting or modifying the Record Date for any such payment;

(ii) to amend any of these Conditions, and agree to any other amendments to the transaction documents relating to the Notes, including the Agency Agreement, in each case provided that such amendments are not materially prejudicial to the interests of the Noteholders as a class.";

3. With respect to the Notes only, the definition "Relevant Date" in Condition 2 (*Interpretation*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

"Relevant Date" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable (after giving effect to any payments made or arranged to be made in respect of the Excluded Notes) has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount, after giving effect to any payments made or arranged to be made in respect of the Excluded Notes, having been so received) notice to that effect has been given to the Noteholders;"

4. With respect to the Notes only, Condition 2 (*Interpretation*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be amended by the addition of the following defined terms:

"Alternative Payment Option" has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;

"Beneficial Owner" has the meaning ascribed thereto in Condition 3(d) (*Title to Registered Notes*);

"Designated Notes" has the meaning ascribed thereto in Condition 6(g) (*Purchase*);

"Direct Payment Option" has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;

"**Excluded Notes**" has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;

"**Payment Currency**" has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;"

5. With respect to the Notes only, Condition 6(g) (*Purchase*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

"*Purchase*: The Issuer, the Guarantor or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price and such Notes may be held, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation (provided that, if the Notes are to be cancelled, they are purchased together with all unmatured Coupons relating to them).

Notwithstanding anything contained in the Agency Agreement or these Conditions, any Notes that have been purchased or otherwise held by or on behalf of the Issuer, the Guarantor or any of its Subsidiaries may, until properly cancelled in accordance with the rules and regulations of the relevant clearing system(s), be designated by the Issuer, the Guarantor or any of its Subsidiaries as Notes deemed to be cancelled forthwith upon their purchase, or otherwise upon them becoming held, by the Issuer, the Guarantor or any of its Subsidiaries (the "**Designated Notes**"). The Designated Notes shall be deemed cancelled, and no interest shall accrue on, and no principal amount or other amount shall be payable in respect of, the Designated Notes, from (and including) the date when the Issuer, the Guarantor or any of its Subsidiaries sends notice to both the Paying Agent and the Registrar that the Designated Notes have been submitted or surrendered for cancellation (regardless of whether or not such Designated Notes are in fact cancelled in accordance with the rules and regulations of the relevant clearing system(s)) (the "**Designation Date**"). The Paying Agent and/or the clearing system(s) will bear no liability for having relied upon or acted in accordance with such notice sent by the Issuer, the Guarantor or any of its Subsidiaries. The outstanding principal amount of the Notes shall be reduced by the principal amount of any Designated Notes from (and including) each respective Designation Date. Accordingly, the Designated Notes shall not be deemed outstanding for the purposes of these Conditions and the relevant provisions of the Agency Agreement and these Conditions shall be interpreted accordingly. For the avoidance of doubt, neither the Issuer nor the Guarantor shall not be liable to pay any amounts on any Designated Notes from (and including) any Designation Date. "

6. With respect to the Notes only, Condition 6(h) (*Cancellation*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

"*Cancellation*: All Notes redeemed and any unmatured Coupons attached to or surrendered with them shall be cancelled and all Notes so cancelled and any Notes cancelled pursuant to Condition 6(g) (*Purchase*) above, including any Designated Notes, (together with all

unmatured Coupons cancelled with them) may not be reissued or resold.";

7. With respect to the Notes only, Condition 3(d) (*Title to Registered Notes*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be supplemented by adding the following sentence at the end of the Condition:

"In these Conditions, the "**Beneficial Owner**" means a person who is the owner of a particular principal amount of Registered Notes, as shown in the records of Euroclear or Clearstream, Luxembourg or their respective accountholders, as applicable.";

8. With respect to the Notes only, the Conditions shall be supplemented by adding the following Condition 21 (*Implementation Failure*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus:

"Notwithstanding any other provisions of these Conditions, the Agency Agreement, the Deed of Covenant or the Deed of Guarantee failure of any person other than the Issuer (including without limitation any clearing system or Agent) to act in accordance with, or take into account the provisions contained in these Conditions, the Agency Agreement, the Deed of Covenant or the Deed of Guarantee and any the implications of such failure shall not (i) constitute or result in a Event of Default or a breach of any of the terms of these Conditions, the Agency Agreement, the Deed of Covenant or the Deed of Guarantee by the Issuer or the Guarantor or (ii) lead to any liability of the Issuer or the Guarantor, or give rise to any rights of the Noteholders or any other person vis-a-vis the Issuer or the Guarantor, their assets or affiliates, including the rights to bring any claims (whether directly or through another person) against the Issuer or the Guarantor or any affiliates or assets thereof.";

9. With respect to the Notes only, Condition 8(a) (*Principal*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following:

"*Principal*: Unless otherwise provided for herein, payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.";

10. With respect to the Notes only, Condition 8(b) (*Interest*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

"*Interest*: Unless otherwise provided for herein, payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth

day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.";

11. With respect to the Notes only, the Conditions shall be amended by adding new Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as follows:

"Notwithstanding the provisions of Condition 8(a) (*Principal*) and 8(b) (*Interest*) above and any provision of the Agency Agreement and the Deed of Covenant and without prejudice to Condition 8(h) (*Payment in Fallback Currency*), the Issuer or the Guarantor, as applicable, shall make any payment of principal, interest or other amounts in respect of the Notes or procure that such payment of principal, interest or other amounts is made in the following manner (including, through a combination of options set out below, *provided that* each such option can be used in relation to some or all of the Notes or some or all of the Noteholders, in each case as determined at the sole and absolute discretion of the Issuer):

- A. directly or through the relevant clearing systems or other financial intermediaries, including additional paying agents or settlement agents, to certain Noteholders or the Beneficial Owners, in each case upon having received the consent of the concerned Noteholders or Beneficial Owners (in the form agreed between the Issuer or the Guarantor, as applicable, the Noteholders and/or the Beneficial Owners, as applicable) or as otherwise required by all applicable laws, and against presentation of such documents, applications, confirmations and/or other evidence as may be requested by or on behalf of the Issuer or the Guarantor, as applicable, in each case by reference to a record date and in the currency or currencies as selected by the Issuer or the Guarantor, as applicable, at its sole and absolute discretion (the "**Payment Currency**"), *provided that* (i) the selected Payment Currency and the record date (if different from the one fixed pursuant to the Conditions or the Global Registered Note) shall be announced to the Noteholders at the time and in the manner which the Issuer or the Guarantor, as applicable, deems appropriate; and (ii) where the Payment Currency is different from the Specified Currency or the Fallback Currency, as applicable, the amount payable shall be calculated on the basis of the exchange rate as determined by the Issuer or the Guarantor, as applicable, acting reasonably and in good faith (the "**Relevant FX Rate**") (the "**Direct Payment Option**"). The relevant payment obligations shall be discharged when the appropriate funds are debited from the Issuer's or the Guarantor's, as applicable, bank account (if paid directly or through an additional paying agent or settlement agent) or when credited to the account of the relevant clearing system (if paid through such clearing system); and/or
- B. through nominal accounts, escrow accounts or such other accounts opened in the name or to the benefit of some or all of the Noteholders or the Beneficial Owners, *provided that* the relevant payments shall be made in the Payment Currency, as converted at the Relevant FX Rate (if applicable), by application of the concerned Noteholders or the

Beneficial Owners (in the form agreed between the Issuer or the Guarantor, as applicable, the Noteholders and/or the Beneficial Owners, as applicable) to the Issuer or the Guarantor, as applicable, or an agent appointed thereby and against presentation of such documents, confirmations and/or other evidence as may be requested by or on behalf of the Issuer or the Guarantor, as applicable (the "**Alternative Payment Option**"). The relevant payment obligations shall be discharged when the funds are credited to nominal accounts, escrow accounts or other accounts; and/or

- C. to the Noteholders, other than holders of the Excluded Notes (provided that the details of such Excluded Notes and the place of their safekeeping shall be communicated by the Issuer or the Guarantor, as applicable, in each case acting reasonably and in good faith, to the Fiscal Agent, Euroclear and Clearstream, Luxembourg), the payments shall be made in accordance with Conditions 8(a) (*Principal*) and 8(b) (*Interest*) above and other Conditions and provisions of the Agency Agreement and the Deed of Covenant, *provided that* the relevant payment obligations under the Notes shall be discharged when the appropriate funds are debited from the Issuer's or the Guarantor's, as applicable, bank account.

The application of this paragraph or any part thereof shall at all times be subject to all applicable laws and the procurement of the necessary governmental approvals and clearances from the authorities outside the Russian Federation and/or competent Russian authorities.

For the purposes of these Conditions, "**Excluded Notes**" means the Notes in respect of which payments have been made or have been arranged to be made in accordance with the Direct Payment Option or the Alternative Payment Option.";

12. With respect to the Notes only, the Conditions shall be amended by adding new Condition 20 (*Consequences of Infrastructure Disruption Event and Force Majeure Event*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as follows:

"20. Consequences of Infrastructure Disruption Event and Force Majeure Event

20.1 If the making or processing of payments under the Notes and/or the delivery of any assets in accordance with the physical settlement option (if and when applicable) under the Notes is delayed, withheld or not capable of being made, processed or settled due to the Infrastructure Disruption Event or the Force Majeure Event (in each case the occurrence and/or cessation of which shall be determined by the Issuer together with the Guarantor in their sole and absolute discretion, acting reasonably and in good faith), such failure shall not constitute an Event of Default for the purposes of the Notes and any obligation of the Issuer or the Guarantor, as applicable, to make any payments and/or deliver any other assets under the Notes which would otherwise be due shall be and remain deferred (with no additional interest, including default interest, accrued or payable on any such deferred amount or value of the asset concerned) until such time as the relevant Infrastructure Disruption Event or the Force Majeure Event, as applicable, ceases to exist (the "**Deferral Period**"), *provided always that* if, as a result of the Infrastructure Disruption Event or the Force Majeure Event, the Issuer or the Guarantor is required to procure any licence, consent, approval or permission (including from any Government Authority) to continue performing its obligations under the Notes, the Issuer or the Guarantor may, but shall not be obliged to, seek any such licence, consent, approval or permission. Once the Deferral Period is over, such deferral shall terminate and

all obligations so deferred shall resume, and any amount of payments and/or any delivery of assets so deferred shall become due on the 15th Business Day following the end of the Deferral Period.

The Issuer shall notify the Noteholders and the Agents promptly upon having determined that the Infrastructure Disruption Event or the Force Majeure Event have occurred or have ceased to exist.

20.2 In this Condition 20 (*Consequences of Infrastructure Disruption Event and Force Majeure Event*) the following terms shall have the following meanings:

"Infrastructure Participants" any of the banks, clearing systems, Agents, depositaries, brokers, custodians, SWIFT providers and other intermediaries involved in processing and transferring payments and/or the delivery of any other assets under, or settlement and clearing of, the Notes.

"Infrastructure Disruption Event" means the occurrence of any of the following:

- (i) any Infrastructure Participant has not accepted, processed, transferred or delivered any payment and/or any other asset (if and when applicable) under the Notes duly authorised, arranged, made or transmitted by the Issuer, the Guarantor or any other person acting on the Issuer's or the Guarantor's behalf; or
- (ii) it becomes otherwise impossible for the Issuer or the Guarantor to perform its obligations under the Notes due to any action or failure to act by any Infrastructure Participant, or any of its affiliates or agents, including by virtue of their then applicable rules, regulations, internal policies.

"Force Majeure Event" means the occurrence of any event or circumstance, on or after the Trade Date, whereby the performance of the Issuer's or the Guarantor's obligations under the Notes is prevented or materially hindered or delayed due to (a) any act, law, rule, regulation, judgement, order, directive, interpretation, decree or material legislative or administrative interference of any Government Authority or otherwise, including any change in or introduction of any economic, trade or financial sanctions laws, regulations, embargoes, restrictive or blocking measures (whether or not having the force of law but, if not having the force of law, the observance of which is the generally accepted financial practice of financial institutions in the country concerned) or the interpretation or application thereof by any Government Authority, or (b) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond the Issuer's or the Guarantor's control, or (c) any expropriation, confiscation, requisition, sequestration, nationalisation or other action taken or threatened by any Government Authority that deprives the Issuer, the Guarantor and/or any of their Affiliates of all or substantially all of its assets in the relevant jurisdiction, or (d) any other similar events or circumstances which have the same effect as events and circumstances described in paragraphs (a)-(c) above.

"Government Authority" means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign

exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, but not limited to, OFAC, the U.S. State Department, the United Nations Security Council, Council of the EU, Ministry of Finance of Cyprus, the Financial Sanctions Advisory Committee (SEOK), the Unit for the Implementation of Sanctions (MEK) and His Majesty's Treasury.";

13. With respect to the Notes only, the first paragraph of Condition 4.1 in Annex 3 (*Additional Terms and Conditions for Share Linked Notes*) of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"4.1 If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (a), (b) or if applicable ~~(iii)~~ (c) or, in the case of Notes linked to a Basket of Shares only, (d) below:";

14. With respect to the Notes only, the definition "Hedging Disruption" in Condition 7 (*Definitions*) in Annex 3 (*Additional Terms and Conditions for Share Linked Notes*) of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being strikethrough for the ease of identification:

""**Hedging Disruption**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk or any other ~~relevant price~~ risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or option contract(s) or any relevant hedge positions relating to a Share.";

15. With respect to the Notes only, the Conditions shall be amended by adding new Condition 21 (*Hierarchy of Events*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as follows:

"21. Hierarchy of Events

If any event or circumstance, after having occurred, qualifies simultaneously as more than one of the following events:

- (a) the Payment Disruption Event;
- (b) the Force Majeure Event;
- (c) the Infrastructure Disruption Event;
- (d) the Additional Disruption Event; and/or
- (e) the Optional Additional Disruption Event.

the Issuer together with the Guarantor, upon the consultation with the Calculation Agent and

acting reasonably and in good faith, may, in their sole and absolute discretion, determine which of the foregoing events shall apply to the relevant event or circumstance, and, as soon as practicable after the relevant determination having been made, the Issuer shall give notice thereof to the Noteholders in accordance with Condition 16.";

16. With respect to the Notes only, Conditions 10(b)(i) (*Non-payment*) and 10(b)(ii) (*Breach of other obligations*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in their entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"(i) *Non-payment*: the Issuer fails to pay any amount of principal, interest or other amount in respect of the Notes on the due date for payment thereof and such default remains unremedied or unwaived for 30 Business Days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer ~~or fails to pay any amount of interest in respect of the Notes within three days of the due date for payment thereof~~; or

(ii) *Breach of other obligations*: the Issuer or the Guarantor defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied or unwaived for 90 days after written notice thereof, addressed to the Issuer or the Guarantor by any Noteholder, has been delivered to the Issuer and the Guarantor or to the Specified Office of the Fiscal Agent; or";

17. With respect to the Notes only, the definition of the "Reserved Matter" in paragraph 1 (*Definitions*) of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

""**Reserved Matter**" means any proposal:

(a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Notes), unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or the Guarantor or any other person or body corporate formed or to be formed, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(c) to change the currency in which amounts due in respect of the Notes are payable, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(d) to modify any provision of the Guarantee of the Notes, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or

(f) to amend this definition;"

18. With respect to the Notes only, the first paragraph of paragraph 18 (*Powers*) of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"Unless Conditions provide otherwise, including when the relevant changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification), a Meeting shall have power (exercisable by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:"

19. With respect to the Notes only, the definition of the "Reserved Matter" in Condition 2(a) (*Definitions*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"Reserved Matter" means any proposal:

(a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Notes), unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or the Guarantor or any other person or body corporate formed or to be formed, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(c) to change the currency in which amounts due in respect of the Notes are payable, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(d) to modify any provision of the Guarantee of the Notes, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(e) to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution; or

(f) to amend this definition;"

20. With respect to the Notes only, the first paragraph of Condition 14(a) (*Meeting of Noteholders*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification, unless made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (*Modification*), may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer (and, where applicable the Guarantor, acting together) and shall be convened by it upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; provided, however, that Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not."