

## Tracker Certificate on A&G EUR S&P Beta 1

Final Fixing Date 05/06/2035; issued in EUR; listed on SIX Swiss Exchange

ISIN CH1438101250 | Swiss Security Number 143810125 | SIX Symbol ADJVT0

This Product is collateralised in accordance with the terms and conditions of the TCM Security Agreement for Triparty Collateral Management Products ("TCM Products"). More detailed information regarding the collateralisation can be found in the section "[Information about TCM-Collateralisation](#)" below.

Investors should read the section "Significant Risks" below as well as the section "Risk Factors" of the relevant Issuance and Offering Programme, as amended from time to time. By investing in this product (the "Product"), the Investor may put the capital that he invested in this Product at risk and, in addition, transaction costs may incur. Investors may lose some or all of their capital invested in the Product as well as the transaction costs. Investors are exposed to the credit risk of the Issuer. Even though translations into other languages might be available, only the English version of the Final Terms or Pricing Supplement and the relevant Issuance and Offering Programme are legally binding.

The Investor's exposure to the credit risk of the Issuer is only mitigated due to collateralization.

### For Switzerland:

This Product is a derivative instrument according to Swiss law. It does not qualify as unit of a collective investment scheme pursuant to articles 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. This document constitutes advertising within the meaning of article 68 of the Swiss Federal Act on Financial Services ("FinSA"). This document is a termsheet prepared in view of the issuance of the Products and neither a prospectus within the meaning of articles 35 et seqq. of the FinSA, nor a private placement documentation, nor a key information document according to articles 58 et seqq. of the FinSA or any equivalent document under the FinSA. The information contained in this document is not complete and is subject to completion and amendment. This document has neither been reviewed nor approved by a reviewing body pursuant to articles 51 et seqq. FinSA. This document does not, and is not intended to, constitute or contain an offer or invitation to sell, and it is not soliciting offers to buy, the Product in any jurisdiction where such offer or sale is not permitted.

### For EEA:

In the European Economic Area (EEA) this product may only be offered to qualified investors as defined in the Prospectus Regulation or in any other circumstances falling within Article 1(4) of the Prospectus Regulation, provided that no such offer shall require the publication of a prospectus or supplement pursuant to the Prospectus Regulation.

An Index which contains leveraged Components causes the Components and thus the value of the Index and the price of the Product to respond disproportionately to fluctuations in the price of the Component(s)' underlying assets – both up and down. Thus, the Index and simultaneously also the Product may be exposed to high upwards and downward fluctuations. Further information can be found in the section "Significant Risks" below.

### Product Description

The Tracker Certificate (the "Certificate") replicates the price movements in the Underlying (adjusted by the Units, the Management Fee, the Calculation Agent Fee any expenses and taxes, and, as the case may be, the FX Rate) and is therefore in terms of risk comparable to a direct investment in the Underlying. 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 a dynamic, 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 – subject to Index Calculation Agent's veto right – be rebalanced by the Index Sponsor on a regular basis. The Index Sponsor determines and is responsible for the composition of the Index and may add, replace or remove Components in accordance with a set of predefined rules set out in the Index Rule Book "A&G EUR S&P Beta 1", Version ID F2FTC, dated 05/06/2025 (the "**Index Rule Book**").

**Objective:** The investment objective of the Index is to achieve a EUR-currency hedged strategy maintaining as much as possible a correlation close to 1 with US market through rolling S&P futures and EURUSD forwards.

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

**Leverage:** The Index may include leveraged Components the details of which can be found in their individual product documentation. Leveraged Components are subject to margin requirements at the discretion of the Calculation Agent. Additional information can be found in the section "Significant Risks" below and in the Index Rule Book.

**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 proceeds of 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	Units <sub>0</sub>	Initial FX Rate (FX Rate <sub>0</sub> )	Currency	Initial Fixing Level (100%)* (Index Value <sub>0</sub> )
A&G EUR S&P Beta 1	A&G Banco SA	Leonteq Securities AG	1.00000	1.00000	EUR	EUR 1063.6000

PRODUCT DETAILS	
<b>Swiss Security Number</b>	<b>143810125</b>
<b>ISIN</b>	<b>CH1438101250</b>
<b>SIX Symbol</b>	<b>ADJVTQ</b>
<b>Issue Price</b>	106.35%
<b>Issue Size</b>	EUR 100'000'000 (can be increased at any time)
<b>Denomination</b>	EUR 1'000
<b>Settlement Currency</b>	EUR

DATES	
<b>Initial Fixing Date</b>	05/06/2025
<b>Issue Date</b>	13/06/2025
<b>Observation Dates</b>	Quarterly, from (and including) 30/06/2025; 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.
<b>First Exchange Trading Date</b>	13/06/2025 (anticipated)
<b>Last Trading Day/Time</b>	05/06/2035 / Exchange market close, or in the case of an exercise of the Issuer's Termination Right or the Investor's Termination Right, two Scheduled Trading Days prior to the Final Fixing Date
<b>Final Fixing Date</b>	05/06/2035, or in 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's Termination Right, the date on which the exercise of such Investor's Termination Right becomes effective (as indicated in the section "Investor's Termination Right"). (subject to Market Disruption Event provisions)
<b>Redemption Date</b>	12/06/2035, or in the case of an exercise of the Issuer's Termination Right or the Investor Redemption the 5th Business Day following the Final Fixing Date (subject to Settlement Disruption Event provisions)

FEES	
<b>Distribution Fee</b>	No Distribution Fees
<b>Management Fee (MF)</b>	1.00% p.a. 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.
<b>Calculation Agent Fee (CAF)</b>	0.60% p.a. The Calculation Agent Fee reduces the redemption amount subject to the holding period and has a negative effect on the secondary market prices. The Calculation Agent Fee will be paid quarterly on the Observation Dates.
<b>Rebalancing Fee</b>	A Rebalancing Fee is levied by the Index Calculation Agent inside the Index for each Component adjustment within the Index. The Rebalancing Fee represents a percentage amount of up to 0.20% of the notional volume of each of the transactions in the Components. Component adjustments exceeding a certain number per calendar year may be subject to increased Rebalancing Fees. For the avoidance of doubt, the Rebalancing Fee does not apply to changes in Units <sub>t</sub> in the Underlying. Market charges, such as e.g. stamp duty or execution costs incurred by a hypothetical hedging entity as determined by the Index Calculation Agent in its discretion, will always be charged in addition to the Rebalancing Fee.
<b>Other fees</b>	Additional fees may be charged within individual Components (e.g. structured products) as outlined in the product documentation of the relevant Component available from the Index Sponsor upon request. Such fees may also be paid to the Issuer and/or to third parties such as the Index Sponsor.

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 Calculation Agent 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.	
<b>Value<sub>t</sub> = FX Rate<sub>t</sub> X Units<sub>t</sub> X Index Value<sub>t</sub> - AMF<sub>t</sub> - ACAF<sub>t</sub></b>	

<b>Index Value<sub>t</sub></b>	Means the official closing price of the Underlying on Scheduled Trading Day t as published by the Index Calculation Agent, and as reasonable determined by the Calculation Agent.
<b>FX Rate<sub>t</sub></b>	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).
<b>Units<sub>t</sub></b>	Means the notional units of the Underlying per Product on Scheduled Trading Day t. Provided Scheduled Trading Day t is not an Observation Date: <b>Units<sub>t</sub> = Units<sub>t-1</sub></b>  If Scheduled Trading Day t is an Observation Date: <b>Units<sub>t</sub> = Units<sub>t-1</sub> - (AMF<sub>t</sub> + ACAF<sub>t</sub>) / (Index Value<sub>t</sub> x FX Rate<sub>t</sub>)</b>

Where  $\text{Index Value}_{t,*}$  means  $\text{Index Value}_t$  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.  $\text{Units}_t$  are rounded in accordance with the Rounding Convention.

Following the adjustment of  $\text{Units}_t$  by  $\text{AMF}_t$ ,  $\text{AMF}_t$  is reset to zero.

Following the adjustment of  $\text{Units}_t$  by  $\text{ACAF}_t$ ,  $\text{ACAF}_t$  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:

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

**ACAF<sub>t</sub>** Means the accrued calculation agent fees on Scheduled Trading Day  $t$  and is determined by the Calculation Agent as follows:

$$\text{ACAF}_t = \text{ACAF}_{t-1} + \text{Value}_{t-1} \times \text{CAF} \times \text{DayCount}_t \text{ and } \text{ACAF}_0 = 0.00$$

**Day Count<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.

**Rounding Convention** Numbers are rounded down to five (5) decimal places.

**Scheduled Trading Day  $t$**  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).

**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 may, subject to the approval by the Index Calculation Agent in its reasonable discretion, request the disbursement to the Investor of interest, dividend or other return on capital payments occurred in respect of a Component (the "**Interim Payment**") 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**"), provided the necessary cash at the Interim Payment Date is available. Interim Payment are Cash Settlements only. 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 Index Value.

**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's Termination Right and/or Issuer's Termination Right, if applicable.

The Issuer may exercise its right for Extraordinary Termination:

- based on Hedging Disruption and other provisions as set out in paragraph "Termination and Cancellation due to Illegality, Impracticability, Illiquidity, Impossibility, Increased Cost of Hedging, Hedging Disruption, Increased Cost of Collateralisation (TCM Products and ETPs), Changed Secured Financing Ability, Negative Value or Materially Increased Other Costs" of the Programme; or
- 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
- 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 unwinding its hedge positions, all as determined by the Calculation Agent in its 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 discretion.

**Stop Loss Event** The stop loss function aims to prevent that the leverage effect of the Index pushes the Certificate to a value below zero. 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,  $\text{Value}_t$  is at or below the Stop Loss Level, as reasonably determined by the Calculation Agent. Following the occurrence of a Stop Loss Event, the Certificate is early terminated and the Issuer will in a timely manner and on a best effort basis under the prevailing market conditions 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. 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 discretion. However, **a total loss of the capital invested cannot be completely excluded if a Stop Loss Event occurs**. Further information can be found in the section "Significant Risks" below and in the Index Rule Book.

**Stop Loss Level** 20% of the Index Value<sub>0</sub>

**Issuer's Termination Right** The Issuer has the right to call all Certificates for early redemption (the "**Termination Right**") at any time with a 15 Business Days (prior to the respective Final Fixing Date) notice by announcement (the "**Termination Announcement**") on the Lead Manager'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  $\text{Value}_t$  on the Final Fixing Date as determined by the Calculation Agent.

**Investor's Termination Right** Each Investor has an annual right, on 05/06 and for the first time on 05/06/2026, to call the Certificates for redemption (such day the Investor's Termination Right becomes effective being the Final Fixing Date, as defined herein) by delivering a duly completed and signed Redemption Notice to the Paying Agent in accordance with the General Terms and Conditions of the Programme (the Redemption Notice to be received by the Paying Agent no later than 12:00 am CET

on the 15th Business Day preceding the respective Final Fixing Date). Thereafter, 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.

## GENERAL INFORMATION

<b>Issuer</b>	Leonteq Securities AG, Guernsey Branch, St Peter Port, Guernsey (Rating: Fitch BBB with negative outlook, JCR BBB+ with stable outlook, Supervisory Authority: FINMA / GFSC)
<b>Collateral Provider (TCM)</b>	Leonteq Securities AG, Guernsey Branch, St Peter Port, Guernsey
<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>	A&G Banco SA, Paseo de la Castellana 92, 28046 Madrid, Spain. The Index Sponsor is supervised by: CNMV Comisión Nacional del Mercado de Valores.
<b>Listing/Exchange</b>	SIX Swiss Exchange AG; traded on SIX Swiss Exchange - Structured Products There is no obligation of the Issuer and/or the Lead Manager or any third party to list the Product or apply for admission to trading at issuance or during the term of the Product. In case of a listed/admitted Product, there is no obligation to maintain a listing/admission during the term of the Product.
<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> , Refinitiv [SIX Symbol]=LEOZ or [ISIN]=LEOZ and Bloomberg [ISIN] Corp or on LEOZ.
<b>Resale</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>Quotation Type</b>	Secondary market prices are quoted in percentage.
<b>Settlement Type(s)</b>	Cash Settlement
<b>Minimum Investment</b>	EUR 1'000
<b>Minimum Trading Lot</b>	EUR 1'000
<b>Minimum Redemption Number</b>	EUR 1'000
<b>Maximum Redemption Number</b>	EUR 1'000
<b>Clearing</b>	SIX SIS Ltd, Euroclear, Clearstream
<b>Depository</b>	SIX SIS Ltd
<b>Public Offering only in</b>	Switzerland
<b>Private Placement in</b>	Spain
<b>Form</b>	Uncertificated Securities
<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

<b>Swiss Federal Stamp Duty</b>	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).
<b>Swiss Federal Income Tax (for private investors with tax domicile in Switzerland)</b>	For Swiss income tax purpose, the Product is treated as analogous to a share/unit in an investment fund. Any reinvested dividend and interest income from the Underlying are subject to income tax. The taxable income (if any) earned by the Product is annually reported to the Swiss Federal Tax Administration. For private Investors with tax domicile in Switzerland holding the Product as part of their private property, the reported income (if any) is subject to the Federal Direct Tax.  In the absence of tax reporting, taxable income is determined based on a fair market return, taking into account the asset classes of the Underlying.  Any dividend payments are subject to the Federal Direct Tax on the respective payment date. 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.
<b>Swiss Withholding Tax</b>	The Product is not subject to Swiss withholding tax.

The tax information provided herein is a non-binding summary and only provides a general overview of the potential Swiss tax consequences linked to this Product at the time of issue. Tax laws and tax interpretation 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.

## Information with regards to FATCA (Foreign Account Tax Compliance Act)

Any payment under this Product may be subject to withholding tax (such as, inter alia, withholding related to FATCA 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

It is intended that the Products will be issued under a base prospectus ("Base Prospectus") as per article 45 FinSA approved by SIX Exchange Regulation AG ("SIX Exchange Regulation") in its capacity as Swiss Prospectus Office. Only the Final Terms, which will be available no later than on the Issue Date, together with the Base Prospectus of the relevant Issuance and Offering Programme (the "Programme") dated 18 June 2024 containing all further relevant terms and conditions, shall form the entire and legally binding documentation for this Product ("Product Documentation"). The Final

Terms will be registered with SIX Exchange Regulation in its capacity as Swiss Prospectus Office. The Final Terms should always be read together with the Base Prospectus. Definitions used in this Termsheet, but not defined herein, shall have the meaning given to them in the Final Terms and the Base Prospectus. Even though a translation into other languages might be available, only the English version of the Final Terms jointly with the Base Prospectus are legally binding.

The Products may be offered, sold or advertised, directly or indirectly, in Switzerland to retail clients (Privatkundinnen und -kunden) in the meaning of the FinSA ("Retail Clients") in accordance with the FinSA.

A Swiss key information document / key information document in accordance with Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") has been prepared in relation to the Products and may be obtained, free of charge, upon request from the Lead Manager (see the contact details below).

Notices to Investors in connection with this Product shall be validly given in accordance with the terms and conditions of the Programme. In addition, any changes with regard to the terms and conditions of this Product will be published on [www.leonteq.com](http://www.leonteq.com) under the section "Products" or, for listed products, in any other form as permitted by the rules and regulations of the relevant Exchange. Notices to Investors relating to the Issuing Parties will be published under the section "About Leonteq" on [www.leonteq.com](http://www.leonteq.com) and/or on the web page of the respective Issuing Party.

Insofar as this publication contains information relating to a Packaged Retail and Insurance-based Investment Product (PRIIP), a Key Information Document in accordance with the PRIIPs Regulation is available and can be obtained from [www.priipkidportal.com](http://www.priipkidportal.com). Other regulatory documents including the Target Market Assessment are also available, or can be requested, from the same portal.

During the whole term of this Product, the Product Documentation can be ordered free of charge from the Lead Manager at Europaallee 39, 8004 Zurich (Switzerland), via telephone (+41 58 800 1111\*), 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.

## SIGNIFICANT RISKS

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 expiring worthless. Potential Investors should be prepared in certain circumstances to sustain a total loss of the capital invested to purchase this Product as well as the transaction costs. Prospective Investors shall consider the following important risk factors and read 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 their portfolio 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.

**Product Specific Risks:** Unless this Product is capital protected, investors may lose some or all of their investment as well as the transaction costs as they are fully exposed to the performance of the Underlyings. The Product does not confer any claim to receive rights and/or payments of the Underlying, such as dividend payments, unless explicitly stated in the documentation governing the Product. Please refer to the Product Documentation as regards the further Product specific risk factors to be taken into account.

**Index Administration Specific Risks:** 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 Performance:** Neither the Calculation Agent nor the Index Calculation Agent take any responsibility for the composition of, adjustment (excluding adjustments not due to a Non-Compliance Event and substitutions made by Index Calculation Agent in accordance with the Index Rule Book or as defined herein) to and the performance of the Index. Unless required by applicable laws and regulations, 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.

**Leverage:** The Underlying of the Product is an Index in which Components may have a leverage effect. Leveraged products are highly complex and an investment in leveraged products is only suitable for experienced investors who are in a position to evaluate and understand the risks associated with both leveraged indices and leveraged products accordingly. Leveraged Components cause the value of the Index and the price of the Product to respond disproportionately to fluctuations in the price of the Component(s)' underlying assets – both up and down. Thus, the Index and simultaneously also the Product may be exposed to high upward and downward fluctuations.

Due to the magnifying effect of leverage the Investors could receive an amount considerably higher than originally invested (excluding any transaction or other costs). On the downside, the effect of leverage amplifies potential losses and may lead to a considerably higher loss of the investment compared to an investment in a non-leveraged Index. This might lead to a partial or even a total loss of the investment, even if a Stop Loss Event described below has occurred.

Where the Index maintains positions in leveraged Components the Index Calculation Agent reserves the right to reduce or eliminate the degree of leverage. In case the Index Sponsor fails to provide advice with respect to such adjustments, the Index Calculation Agent reserves the right to amend the Index composition in its discretion in order to reduce or eliminate exposure to one or more units of leveraged Components in a commercially reasonable manner. Such exposure reduction may also result in the adjustment of units of other Components. The Index Sponsor, but not the Index Calculation Agent, shall bear full responsibility for any such adjustment made by the Index Calculation Agent.

The Product has a stop-loss function to prevent that the leverage effect pushes the Product to a value below zero. If a Stop Loss Event has occurred, the final underlying Index value and consequently also the Product value will therefore be considerably lower than the Issue Price. Such value will be reasonably determined by the Calculation Agent in accordance with the relevant Product Documentation and thereafter paid out to the investors, provided it is not zero. Following a Stop Loss Event the Products is early terminated and there is no possibility for any recovery. This might lead to a partial or even a total loss of the investment in the Product.

**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.

**Issuer Risk:** Investors are exposed to the credit risk of the Issuer. If the Issuer is not able to make a payment or becomes insolvent, investors could lose some or all of their investment.



**Credit Risk of Issuing Parties:** The Investor's exposure to the credit risk of the Issuer of this Product is only mitigated due to collateralisation. In order to collateralize this Product, collateral is being deposited at SIX SIS Ltd. Following a so called Realization Event, e.g. in case of insolvency of the Issuer, the deposited securities will be used for the Redemption of the Product. For further information please see the section "Information about TCM-Collateralisation" below.

**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 in accordance with the SIX Directive on Debt Securities with Specific Structures. However, the Issuer and/or the Lead Manager, as applicable, reserve the right to cease the posting of bid and offer prices upon the occurrence and for the duration of any exceptional market circumstances. 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.

**Market Risk:** Market risk may have a negative impact on the value of and the return on an investment in the Product. Market risk is the risk associated with the effect of changes in market factors such as interest and foreign exchange rates, equity and commodity prices, credit spreads or implied volatilities, on the value of assets and liabilities held for both the short and long term. Market risk may also lead to an early redemption of the Product (e.g. in the event of a hedging disruption).

**Liquidity Risk:** The Issuer or, as the case may be, the guarantor or a third party appointed by the Issuer or guarantor, if any, intends to act as market maker in relation to the Product and it will use commercially reasonable efforts to provide indicative bid and offer prices for the Product on a regular basis under normal market conditions. However, such market maker does not have an obligation to provide prices for the Product. Liquidity of the Product in the secondary market may be limited and an active trading market for the Product may not develop. Accordingly, investors may not be able to sell their Product.

**Currency Risk:** If the investor's reference currency is different from the currency, in which the Product is denominated, the investor bears the currency risk between the two currencies. The fluctuations in exchange rates could have an adverse effect on the value of or return on an investment in the Product, even if the redemption amount would otherwise provide for a positive return. If the Underlyings are calculated in a currency different from the Currency of the Product, the conversion into the Currency of the Product will be carried out at the relevant exchange rate.

**Early Termination and Reinvestment Risk:** The Product may be redeemed prior to its maturity (be it by declaration of the issuer or as a result of certain events specified in the terms of the Product) and investors must consider that in case of such an early redemption, investors will not receive any further coupon payments after the occurrence of the early redemption and the early redemption amount may be significantly below the issue / purchase price paid and the redemption amount payable at maturity. Investors may not be able to reinvest the early redemption amount in a financial instrument with the same profit potential and additional transaction costs may be incurred as a consequence of a reinvestment of the early redemption amount.

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

#### ADDITIONAL INFORMATION AND RISK FACTORS RELATED TO PRODUCTS LINKED TO A REFERENCE ASSET DENOMINATED IN RENMINBI AND RENMINBI-DENOMINATED PRODUCTS.

For the purpose of this Termsheet and where the context requires, "Renminbi" or "CNY" refers to the lawful currency of the People's Republic of China ("PRC"). "CNY" is the official (ISO) code on the currency markets. CNY is not available and not tradable outside of the PRC. Therefore "CNH" has been established as offshore deliverable CNY. CNH is not an official ISO code and is only used as a technical term for differentiation between the currency used/traded in the PRC (CNY) and the respective offshore tradable and deliverable currency (CNH).

Renminbi is subject to PRC exchange control policies and there is limited availability of Renminbi outside the PRC. Renminbi is not freely convertible and is subject to exchange control policies and restrictions of the PRC government. As a result of restrictions imposed by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited, which may adversely affect the liquidity of Renminbi outside the PRC, which in turn may adversely affect the market value, and the potential return, of the Product.

#### Risks relating to Renminbi exchange rate and interest rate

The Product will be denominated and settled in Renminbi outside the PRC. The exchange rate of, and interest rate for, Renminbi outside the PRC may be different from the same in the PRC. The value of Renminbi against Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political, economic and market conditions and by many other factors. There is no guarantee that Renminbi will not depreciate and any devaluation of Renminbi could adversely affect the market value of the Product. In addition, interest rates for Renminbi in the PRC are government controlled. The PRC government may further liberalise the regulation of interest rates for Renminbi in the PRC which may increase interest rate volatility for Renminbi outside the PRC. Any fluctuation in interest rates for Renminbi outside the PRC may adversely affect the market value, and the potential return, of the Product.

#### Renminbi payment risk

If the Settlement Currency of the Product is Renminbi, and a FX Disruption Event has occurred and is continuing on, a scheduled date of payment, payment may be made in Successor Currency on the postponed payment date. In such case, there may be a delay in payments under the Product and no interest will be payable for any such delay. Investors may also suffer a loss in the Successor Currency if Renminbi depreciates against the Successor Currency following the occurrence of a FX Disruption Event.

#### China Connect risk

If the Underlying(s) or Underlying Component(s) are eligible securities listed and traded on the SSE and SZSE ("China Connect Securities") (as in the case of A-Shares as Underlying), foreign investors may invest in such China Connect Securities through China Connect. The respective Hedging Entity may (but is not obliged to) choose to hedge obligations under the Products using China Connect.

Trading through China Connect is subject to a number of restrictions which may restrict or affect an investment in China Connect Securities, including (but not restricted to) the application of PRC law and regulation to investors in China Connect Securities, pre-trade checking to prevent naked short-selling, the application of aggregate and daily RMB quotas and restrictions on the ability of an investor to take up certain types of rights issuances through China Connect. In particular, it should be noted that China Connect is in its initial stages. Further developments are likely and there is no assurance as to whether or how such developments may restrict or affect an investment in China Connect Securities. In addition, the laws and regulations of Hong Kong and the PRC, and the rules, policies or guidelines published or applied by any regulator which regulates China Connect and activities relating to China Connect (including without limitation, the China Securities Regulatory Commission (CSRS), People's Bank of China (PBOC), State Administration

of Foreign Exchange (SAFE), Securities and Futures Commission (SFC), Hong Kong Monetary Authority (HKMA) or any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect), or any exchange, clearing system or other entity which provides services relating to China Connect (including without limitation, the Stock Exchange of Hong Kong (SEHK) and any relevant subsidiary, Hong Kong Securities Clearing Company (HKSCC), Shanghai Stock Exchange (SSE), Shenzhen Stock Exchange (SZSE) or China Securities Depository and Clearing Corporation (CSDCC) from time to time in respect of China Connect or any activities arising from China Connect are new and subject to change, and there may be uncertainty as to their interpretation and/or implementation.

These potential restrictions and uncertainties relating to China Connect may trigger a Hedging Disruption, a Market Disruption Event or an Additional Disruption Event. Even if trading on the SSE or SZSE continues uninterrupted, such events concerning China Connect could lead to adjustments to the terms of the Products or to their redemption earlier, or later, than scheduled. Such uncertainty and any potential change of the laws and regulations in the PRC for the China Connect may adversely impact on the performance of the Underlying and may also have a potential retrospective effect. These changes may in turn adversely affect the market value of the Product, which may result in a partial or total loss of the invested capital.

#### **Risks of investing in the PRC securities market and derivative instruments relating to it**

The PRC capital market is still at a premature stage. Regulation of the PRC capital market is heavily influenced by government policies and is less transparent and less efficient than the regulation of developed capital markets. There still remain allegations and convictions of malpractices such as market manipulation and insider trading. The stock price of a PRC listed company may not therefore reasonably reflect its intrinsic value. In addition, the disclosure of information by a PRC company with respect to its financial status may not always be complete and reliable. If the stock price of a PRC listed company does not reasonably reflect its intrinsic value, such pricing inaccuracy will be passed through to derivative instruments such as the Products.

Investment in the PRC securities markets (which are inherently stock markets with restricted access) involves certain risks and special considerations as compared with investment in more developed economies or markets, such as greater political, tax, economic, foreign exchange, liquidity and regulatory risks.

### **ADDITIONAL INFORMATION / DISCLAIMER**

#### **Prudential Supervision**

Leonteq Securities AG is authorised as securities firm and subject to prudential supervision by FINMA. Leonteq Securities AG, Guernsey Branch is licensed by the Guernsey Financial Services Commission ("GFSC") to carry on the restricted activities of promotion, subscription, registration, dealing, management, administration and advising in respect of Category 2 (General Securities and Derivatives) controlled investments.

#### **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 and may affect the likelihood that any relevant Barrier Level, if any, is reached.

#### **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 "General Information" herein).

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 recurring fees to such third parties.

Further information is available on request.

#### **Payment of a Coupon**

If the Product stipulates the Payment of a Coupon, the Investor is only entitled to receive the respective coupon payment, if he has purchased/not sold the Product at the latest on the Business Day preceding the respective Coupon Ex-Date for the then prevailing price.

#### **No Offer**

This 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.

#### **ESG**

The Product is not classified as sustainable. No representation as to the sustainability – within the meaning of Regulation (EU) 2020/852 (Taxonomy Regulation) and Regulation (EU) 2019/2088 (Sustainable Finance Disclosure Regulation) or any other sustainability-related law or regulation – of the Product or any Underlying is provided. Any reference to sustainability-related terms in relation to the Product or any Underlying shall not imply the provision of any such representation by the Issuer, the Lead Manager or the Guarantor, as applicable. It is furthermore specified that the Product is not aimed at clients with specific needs regarding sustainability preferences pursuant to Art. 2 No. 7 of the MiFID II Delegated Regulation (EU) 2017/565.

### **INFORMATION ABOUT TCM-COLLATERALISATION**

Triparty Collateral Management Products ("**TCM Products**") are structured products with a reduced issuer risk. This protection is provided by means of a collateral pledge. Investors thus profit from increased protection on the invested capital.

The Collateral Provider has entered into a security agreement (as amended or replaced from time to time, the "**TCM Security Agreement**") and TCM Products are collateralised in accordance with the terms of the TCM Security Agreement. The Collateral Provider will provide collateral to secure the value of TCM Products, whereby such collateral can consist among others of the securities that are the direct or indirect underlyings of TCM Products.

The legal position of the Investors and of all involved parties in relation to the collateralisation of TCM Products is determined by the provisions of the TCM Security Agreement. The Issuer shall, upon request, provide the TCM Security Agreement to the Investors free of charge. A copy of the TCM Security Agreement may be obtained from the Lead Manager at Europaallee 39, 8004 Zurich (Switzerland), or via telephone (+41 58 800 1111\*), fax (+41-40)58-8001010) or email (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.

More detailed information regarding TCM collateralisation can also be found in the Programme.

The costs with respect to the collateralisation of TCM Products as well as the borrowing costs of the products' collateral may be taken into account for the pricing of TCM Products and may therefore be borne by the Investors, as the case may be.

The payment to the Investors in case of a so-called Realisation Event may be delayed for factual or legal reasons.

To the extent the calculation of the current value of a TCM Product, as published daily by the Collateral Provider on SIX Financial Information, proves to be incorrect, the collateralisation of the TCM Product may be insufficient.

This TCM Product does not constitute a collective investment scheme pursuant to the Federal Act on Collective Investment Schemes (CISA) and does not require authorisation or supervision by the Swiss Financial Market Supervisory Authority FINMA.

## SELLING RESTRICTIONS

No action has been or will be taken to permit a public 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.

Most important jurisdictions where the Products may not be publicly distributed are 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) and can be ordered free of charge from the Lead Manager.

## EEA

Each purchaser of the Products represents and agrees that it has not made and will not make an offer of the Products to the public in any Member State of the European Economic Area (each, a "Member State") prior to the publication of a prospectus in relation to the Products which has been approved by the competent authority in the relevant Member State or, where appropriate, approved in another Member State and notified to the competent authority in the relevant Member State, all in accordance with the applicable law, and the Issuer has consented in writing to the use of the prospectus for the purpose of that offer, except the purchaser may make an offer of Products in that relevant Member State:

- solely to legal entities which are qualified investors as defined in the Prospectus Regulation,
- at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the Lead Manager; or
- in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Products shall require the Issuer or the Lead Manager to publish a prospectus pursuant to Article 1 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer of Products to the public" in relation to any Products in any 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.

## 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 Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the "Prospectus Regulation"), as amended from time to time.

### 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.