

Series DGT03.DEC24 Inverse Knock-Out Barrier Swap Transaction Specification

Reference is made to the Structured Swaps Terms and Conditions of Freedom Structured Products plc as published on the website <https://freedom-sp.eu/> (the “**Swap Conditions**”). Capitalised terms not otherwise defined herein shall have the meanings ascribed to them in the Swap Conditions.

The purpose of this document is to specify certain terms and conditions of the Transaction entered (or to be entered) between Freedom Structured Products plc (“**FSP**”) and the Principal (as defined in the Swap Conditions) (the “**Transaction**”). This Specification constitutes a “**Specification**” as referred to in the Swap Conditions. This Specification, the Swap Conditions and the applicable Offer and Confirmation form and evidence a single complete and binding agreement between the Parties as to the terms of the Transaction. In the event of any inconsistency between the Swap Conditions and this Specification, this Specification will govern.

The terms of the Transaction (or prospective Transaction) to which this Specification relates are as follows:

General Terms:

Applicable Terms:	Share Swap Conditions apply.
Trade Date:	The date specified in the relevant Confirmation.
Effective Date:	8 November 2024
Termination Date:	Final Exchange Date
Shares:	Issuer: Nvidia Corporation Screen Page (Bloomberg): NVDA US ISIN: US67066G1040 ADR/GDR: Not Applicable
Exchange(s):	Nasdaq Stock Exchange
Related Exchange(s):	All Exchanges
Denomination:	USD 100
Business Day Convention:	Following

Valuation:

Strike Price:	The current market value of the Shares as determined by the Calculation Agent in respect of 18:00 pm (Cyprus time) on the Valuation Date scheduled on the Strike Date.
Valuation Date(s):	The Strike Date and the Final Valuation Date.
Strike Date:	8 November 2024
Final Valuation Date:	6 December 2024

Initial Exchange Amount payable by the Principal:

Initial Exchange Date:	Effective Date
Initial Exchange Amount:	Notional Amount

Final Exchange Amount payable by FSP:

Final Exchange Date: 13 December 2024

Final Exchange Amount: If:

- (a) the Closing Price of the Shares in respect of the Valuation Date scheduled on the Final Valuation Date is *less than* the Knock-Out Price of the Shares (as determined by the Calculation Agent), the Final Exchange Amount payable by FSP on the Final Exchange Date shall be calculated by the Calculation Agent in accordance with the formula below:
Notional Amount + (Notional Amount * Cap Level); or
- (b) the Closing Price of the Shares in respect of the Valuation Date scheduled on the Final Valuation Date is *equal to or exceeds* the Knock-Out Price of the Shares (as determined by the Calculation Agent), the Final Exchange Amount payable by FSP on the Final Exchange Date shall be calculated by the Calculation Agent in accordance with the formula below:
Notional Amount*Knock-Out Protection Level

Cap Level: 30%

Knock-Out Price: Strike Price *multiplied by* the Knock-Out Barrier Level

Knock-Out Barrier Level: 85%

Knock-Out Protection Level: 90%

Other Terms:

Calculation Agent: FSP

Section 871(m) Provisions: The Transaction described above is expected to be treated as a complex contract under section 871(m) of the US Internal Revenue Code (“**§871(m)**”) and regulations thereunder. Under US Treasury Regulation §1.871-15(a)(14) a complex contract is a contract which; for each underlying security, all amounts to be paid or received on maturity, exercise, or any other payment determination date are not able to be calculated by reference to a single, fixed number of shares of the underlying security, that the number of shares cannot be ascertained at the calculation time for the contract, or there is not a single maturity or exercise date with respect to which all amounts are required to be calculated with respect to the underlying security.

Complex contracts are not in scope for §871(m) adjustments until 2025, after which time the delta of the contract must be reviewed to test it for dividend equivalents. Please consult your tax advisor for the tax treatment of any transaction, this is not intended as tax advice but is a description of the law and regulations that may apply to a contract.