

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of article 2 of Regulation (EU) No 2017/565 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK law by virtue of the EUWA; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 as amended (the "**Prospectus Regulation**") as it forms part of UK law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as amended as it forms part of UK law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

## Final Terms

### Opus (Public) Chartered Issuance S.A.

Legal Entity Identifier ("LEI"): 222100JHXWNVSEDDBP89

(the "Company")

and acting on behalf of its Compartment 20

(the "Issuer")

Final Terms no. 4

dated 15 November 2023

in connection with the base prospectus for Secured Gold Tracker Notes dated 22 August 2023 (the "**Base Prospectus**")

for the issuance of

Responsibly Sourced Gold (Physically Backed Secured Note) – Series III

(together the "**Notes**")

ISIN: LU2718166007

Series Number: 3

Tranche Number: 1

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated 22 August 2023 which constitutes a Base Prospectus for the purposes of Regulation (EU) 2017/1129 (as amended) (the "**Prospectus Regulation**"). This document has been prepared for the purposes of Article 8 (5) of the Prospectus Regulation and constitutes the Final Terms of the Notes. These Final Terms must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. A summary of the issue of the Notes is annexed to these Final Terms. The Base Prospectus and, where applicable, future supplements to it are available free of charge at the Company's registered office at 6, rue Eugène Ruppert, L-2453 Grand Duchy of Luxembourg as well as on the website [www.chartered-opus.com](http://www.chartered-opus.com), or any website replacing it, and on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) or any website replacing it.

All provisions in the Terms and Conditions corresponding to items in these Final Terms which are indicated as not applicable, not completed or deleted shall be deemed to be deleted from the Terms and Conditions.

The Terms and Conditions for the respective Series are divided into a Part A (*Product Conditions*) and a Part B (*General Conditions*). Part A is being completed by the Final Terms set out below. Part B of the Terms and Conditions is already included in full in the Base Prospectus.

**The Base Prospectus will be valid until 22 August 2024 and will be replaced by a new base prospectus which can be found at [www.chartered-opus.com](http://www.chartered-opus.com) by the last day of validity of the relevant valid Base Prospectus at the latest.**

## **PART A – CONTRACTUAL TERMS**

The following section sets out the completed Part A (*Product Conditions*) which, together with Part B (*General Conditions*) form the Terms and Conditions of the Notes.

## **PART A: PRODUCT CONDITIONS**

### **1 Securities law, Definitions**

- 1.1 Opus (Public) Chartered Issuance S.A. is a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg with its registered office at 6, rue Eugène Ruppert, L-2453, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B 199463 (the "**Company**"). The Company is a securitisation undertaking (*société de titrisation*) within the meaning of the Luxembourg act on securitisations of 22 March 2004 (as amended) (the "**Securitisation Act**"), which acts in respect of its Compartment 20 (the "**Compartment**" or the "**Issuer**", respectively). The Company is subject to the supervision of the CSSF, which ascertains whether the Company complies with applicable statutory provisions and the resulting obligations. This supervision will continue until such time as the Company is liquidated.
- 1.2 The Notes will be issued in bearer form in an aggregate number of up to 2,500,000 Notes ("**Aggregate Number of Notes**") at an issue price of USD 100.00 per Note (each a "**Note**", and together the "**Notes**").
- 1.3 The Issuer will grant to each holder of a Note (the "**Noteholders**" and each a "**Noteholder**") the right to demand from the Issuer in accordance with these Terms and Conditions delivery of a quantity of the Underlying.
- 1.4 The Notes will be represented by a Crypto Security and will comprise any Notes issued by the Issuer on the same terms and conditions. They will be divided into Notes ranking *pari passu* among themselves. The Notes will be issued by an entry into a Crypto Securities Register operated by the Crypto Registrar. The Noteholders are entered into the Crypto Securities Register as individual entries (*Einzeleintragung*) pursuant to Section 8 para. 1 no. 2 eWpG (each unit entered into the recording system in the sense of the eWpG on behalf of the Issuer by a smart contract bearing the shortcut "OpusP3Gold" representing the Noteholder's rights under one (1) Note, a "**Token**"). Any claim of the Noteholders to request individual note certificates or to change the entry of the Crypto Securities from individual to collective entry (*Sammeleintragung*) is explicitly excluded. Pursuant to Section 6 para. 2 eWpG the Issuer may at any time during the lifecycle of the Notes replace – without the approval of the Noteholders – the Crypto Securities with materially identical Notes issued by way of a global bearer certificate ("**Global Note**"). Such replacement will be published by the Issuer in accordance with section 14 (*Notices*) set forth in Part B of these Terms and Conditions.
- 1.5 The Issuer explicitly retains the right to appoint a different Crypto Registrar without the approval of the Noteholders. Any resignation and appointment will be notified to the public without undue delay in accordance with section 14 (*Notices*) of these Terms and Conditions.
- 1.6 The Notes may only be transferred at a minimum tradable unit or any integral multiple thereof. The minimum tradable unit is 1.
- 1.7 For the purpose of these Terms and Conditions, the following definitions will apply:  
**"Administrator/Benchmark Event"** means any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official

register in respect of the Applicable Gold Price Fixing or the administrator or sponsor of the Applicable Gold Price Fixing has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Issuer, the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the Applicable Gold Price Fixing to perform its or their respective obligations under the Notes.

**"Applicable Gold Price Fixing"** means the price fixing procedure for one fine troy ounce of gold expressed in USD conducted in accordance with the rules of the London Bullion Market Association or a successor organisation representing market participants in the London gold trading market ("**LBMA**") in respect of the action at or around 10:30h London Time on each day on which the London Bullion Market or a successor market on which the market participants in the London gold trading market trade gold is open for trading.

**"Applicable Gold Price Fixing Event"** means:

- (i) a permanent or indefinite cessation in the provision of the Applicable Gold Price Fixing by the relevant administrator of the Applicable Gold Price Fixing (and no successor administrator will continue to provide the Applicable Gold Price Fixing); or
- (ii) the occurrence of an Administrator/Benchmark Event.

**"Applicable Gold Price Fixing Source"** means any screen or other source on which the Applicable Gold Price Fixing is expected to be displayed or published, as such screen or source may be replaced or succeeded pursuant to section 7 (*Successor Applicable Gold Price Fixing or Applicable Gold Price Fixing Source and Applicable Gold Price Fixing Event*).

**"BGB"** means the German Civil Code (*Bürgerliches Gesetzbuch*).

**"Business Day"** means

- (a) a day (other than a Saturday or Sunday) on which the commercial banks in Luxembourg, Liechtenstein, Zurich and Düsseldorf and the Clearing System are open for general business, and
- (b) for the purpose of making payments, any day (other than a Saturday or Sunday) on which the commercial banks in Frankfurt am Main and the Clearing System are open for general business and on which the commercial banks in Frankfurt am Main may conduct foreign exchange transactions with the country in which the Issue Currency is the legal tender using the main payment systems.

**"Calculation Agent"** means Chartered Investment Germany GmbH and any successor in such capacity.

**"Calculation Amount"** means the product of the Aggregate Number of Notes and USD 100.00.

**"Cash Account Bank"** means Société Générale Luxembourg, Avenue Emile Reuter, 11, Luxembourg, L-2420, Grand Duchy of Luxembourg and any successor in such capacity.

"**Clearing System**" means Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany ("**CBF**") and any successor in such capacity.

"**Crypto Registrar**" means E-SEC GmbH, Fürstenwall, 172a, 40217 Düsseldorf, Federal Republic of Germany or any registrar appointed as a successor to it.

"**Crypto Security**" means a crypto security pursuant to Section 4 para. 3 of the eWpG.

"**Crypto Securities Register**" means crypto securities register pursuant to Section 16 eWpG.

"**Default Period**" means 20 Business Days.

"**Delivery Settlement Date**" means a Business Day at the place of business of the Noteholder Custody Bank not before the 20th Business Day following, if the Note is represented by a Global Note, the Note to which the Delivery Request relates has been surrendered to the Paying Agent by the Noteholder Custody Bank, or, if the Note is in the form of a Crypto Security, the instruction to change the Crypto Securities Register to reflect a change of ownership for the benefit of the Issuer over the Token representing the Note to which the Delivery Request relates has been received by the Crypto Registrar.

"**Depository Agent**" means Raiffeisen Switzerland Cooperative, being an institution for storing the Underlying on behalf of the Issuer.

"**Disruption Event**" has the meaning given to it in section 6.1 (*Disruption Events*).

"**Distributor**" means Chartered Investment Germany GmbH and any successor in such capacity.

"**eWpG**" means the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*).

"**Grace Period**" means 20 Business Days.

"**Initial Valuation Date**" means 16 November 2023.

"**Issue Currency**" means the issue currency specified in the Final Terms.

"**Issue Date**" means the issue date specified in the Final Terms.

"**Issuer Call Date**" means the last Business Day of each calendar quarter, beginning with the last Business Day of December 2023.

"**Issuer Exercise Valuation Date**" means the date falling on the first Business Day after the Issuer Call Date.

"**Non-Disrupted Day**" means the Issue Date and each day thereafter that is a Business Day and is not a Suspended Day or a day which falls within a Suspension Period.

"**Noteholder Custody Bank**" means the relevant office of a securities custody account bank situated in the European Union and/or Switzerland and disclosed in accordance with these Terms and Conditions and which agrees to take delivery of the Underlying on behalf of the relevant Noteholder.

**"Noteholder Exercise Date"** means the last Business Day of each calendar quarter, beginning with the last Business Day of December 2023.

**"Noteholder Exercise Valuation Date"** means the third Business Day following the Noteholder Exercise Date.

**"Paying Agent"** means the Issuer and any person appointed as a successor to it.

**"Payment Settlement Date"** means the 20th Business Day following, if the Note is represented by a Global Note, the Note to which the Redemption Request relates has been surrendered to the Paying Agent by the Noteholder Custody Bank (in case of Early Redemption at the Option of the Noteholder) or to the Clearing System (in case of Early Redemption at the Option of the Issuer), or, if the Note is in the form of a Crypto Security, the instruction to change the Crypto Securities Register to reflect a change of ownership for the benefit of the Issuer over the Token representing the Note to which the Redemption Request relates has been received by the Crypto Registrar.

**"Redemption Amount"** means the amount calculated according to section 4.3 in the Issue Currency.

**"Required Threshold Amount"** means at least 25% of the Aggregate Number of Notes then outstanding.

**"Security Agreements"** means (i) the collateral trust agreement entered into between the Trustee and the Issuer in respect of the Notes, (ii) the pledge agreement governed by Swiss law entered into between the Trustee, acting for itself (including as creditor of the Parallel Debt Obligation) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Collateralised Parties and the Issuer in relation to a pledge over the Underlying and the non-physical book entry gold of the Issuer and (iii) the cash account pledge agreement governed by Luxembourg law entered into between the Trustee and the Cash Account Bank, each as amended and restated from time to time.

**"Servicer"** means Chartered Investment Germany GmbH and any successor in such capacity.

**"Structuring Advisor"** means Chartered Investment Germany GmbH and any successor in such capacity.

**"Trustee"** means Chartered Investment Germany GmbH or a successor appointed in accordance with the Trust Agreement.

**"Trust Agreement"** means the trust agreement entered into between the Trustee and the Issuer dated 5 September 2022.

**"Underlying"** means Valcambi Green gold underlying the relevant Series of Notes.

## **2 Redemption**

The Notes have no final maturity date and will not be redeemed except in accordance with the provision set out below.

### **3 Early Redemption at the Option of the Noteholder**

3.1 The Noteholder may demand from the Issuer that the relevant Note is redeemed against delivery of the Underlying in an amount of the relevant Delivery Settlement



Quantity. To assert such delivery claim, the Noteholder must submit to the Issuer a Delivery Request as defined in section 5.3 below.

- 3.2 The "**Delivery Settlement Quantity**" will be calculated by the Calculation Agent as follows:

*Initial Gold Quantity \* (1.00 – Fees)<sup>t</sup>*, whereas:

"**Initial Gold Quantity**" means  $(\text{Calculation Amount} / \text{Aggregate Number of Notes}) / \text{Applicable Gold Price}$  (0);

whereas "**Applicable Gold Price (0)**" means the Applicable Gold Price as of the Initial Valuation Date plus a surcharge ranging from 0% to 0.30% as determined by the Depository Agent in a commercially reasonable manner reflecting the market price of the Underlying. The applicable surcharge shall be published in accordance with section 14 (*Notices*);

"**t**" means the number of years elapsed between the Initial Valuation Date and the Noteholder Exercise Valuation Date; and

"**Fees**" means the sum of (expressed as a percentage):

- (i) 0.25% p.a., (the "**Issuer Annual Fee**");
- (i) up to 1.05% p.a., (the "**Structuring Fee**"); and
- (ii) up to 0.20% p.a., (the "**Depository Fee**")

whereas each fee shall accrue daily and shall be payable quarterly based on the applicable value of the Underlying to (i) in the case of the Issuer Annual Fee, the Issuer, (ii) in the case of the Structuring Fee, the Structuring Advisor and (iii) in the case of the Depository Fee, the Depository Agent.

- 3.3 If the Delivery Settlement Quantity cannot be settled entirely by using market-standard gold bars for the Underlying, any amount (being rounded down at the third decimal place) exceeding the amount that can be settled by using market-standard gold bars, will be settled in cash. In case the Delivery Settlement Quantity cannot be settled by using market-standard gold bars for the Underlying at all, the Delivery Settlement Quantity will be settled in cash. The cash settlement amount will be determined in accordance with the procedure set out in sections 3.7 - 3.10.

- 3.4 The Delivery Request must be received by the Issuer before or on the relevant Noteholder Exercise Date. The Issuer shall not be required to deliver the Underlying to the relevant Noteholder before the Delivery Settlement Date. If the Note is in the form of a Crypto Security, the Issuer shall only be obliged to redeem the Note if the Noteholder issues an instruction to the Crypto Registrar to change against proof of delivery effected on behalf of the Issuer the Crypto Securities Register to reflect a change of ownership over the respective Token for the benefit of the Issuer. If the Crypto Registrar has appointed a third party as a recipient for such instruction and has notified the Noteholder accordingly such instruction must be submitted to such third party.

- 3.5 The delivery of the Underlying will take place at the offices of the relevant Noteholder Custody Bank. All costs relating to the physical delivery of the Underlying, such as (without limitation) costs relating to the exercise, as charged by the Noteholder Custody Bank, costs for the production of gold bullion bars, transportation costs,

costs of insurance during transportation or taxes, duties and levies (if any) will be borne by the Noteholder.

- 3.6 The Issuer will be discharged from its performance obligation with respect to the relevant amount of the Delivery Settlement Quantity upon delivery of the Underlying to the relevant Noteholder Custody Bank. The Depository Agent will temporarily store the Underlying on behalf of the Issuer until delivery of the Underlying by the Depository Agent at the Noteholder Custody Bank. If the Depository Agent is prevented from delivering the Underlying due to legal or other reasons, the Issuer may redeem the Notes against payment of cash.
- 3.7 If a Noteholder is prevented from taking delivery of the Underlying for regulatory or legal reasons applicable to him, such Noteholder may demand from the Issuer that the relevant Note is redeemed at its relevant Redemption Amount. To assert such redemption claim, the Noteholder must submit to the Noteholder Custody Bank a written request for substitution of delivery with payment of cash to be forwarded to the Calculation Agent containing the details specified in section 5.5 (the "**Substitution Redemption Request**"). If the Note to be redeemed is in the form of a Crypto Security, the Noteholder must also submit to the Crypto Registrar the instruction to change against proof of payment effected on behalf of the Issuer the Crypto Securities Register to reflect a change of ownership over the respective Token for the benefit of the Issuer. If the Crypto Registrar has appointed a third party as a recipient for such instruction and has notified the Noteholder accordingly such instruction must be submitted to such third party. The Substitution Redemption Request must be received by the Calculation Agent no later than the 3rd Business Day after the relevant Noteholder Exercise Date, if the Noteholder learns of the legal impossibility applicable to him taking delivery of the Underlying after the timely submission of a Delivery Request.
- 3.8 If a Note is to be redeemed against payment of cash, the Redemption Amount payable in respect of the Note shall be determined by reference to the applicable gold price as expressed in USD per fine troy ounce. The relevant Redemption Amount will be limited to the amount realised from the sale of the Underlying underlying the relevant Note. The calculation of the applicable gold price will be based on the Applicable Gold Price Fixing on the 10th Business Day following receipt of the Substitution Redemption Request by the Issuer (the "**Applicable Gold Price**"). The gold price fixing can be viewed on <https://www.lbma.org.uk/prices-and-data/precious-metal-prices#> with one day delay.
- 3.9 The Redemption Amount will be calculated by the Calculation Agent as follows:

$Initial\ Gold\ Quantity * Applicable\ Gold\ Price\ (t) * (1 - Fees)^t,$

whereas:

"**Initial Gold Quantity**" means  $(Calculation\ Amount / Aggregate\ Number\ of\ Notes) / Applicable\ Gold\ Price\ (0)$ ;  
whereas "**Applicable Gold Price (0)**" means the Applicable Gold Price as of the Initial Valuation Date plus a surcharge ranging from 0% to 0.30% as determined by the Depository Agent in a commercially reasonable manner reflecting the market price of the Underlying. The applicable surcharge shall be published in accordance with section 14 (*Notices*).;

"t" means the number of years elapsed between the Initial Valuation Date and the Noteholder Exercise Valuation Date; and

"Fees" means the sum of (expressed as a percentage):

- (i) 0.25% p.a., (the "Issuer Annual Fee");
- (ii) up to 1.05% p.a., (the "Structuring Fee"); and
- (iii) up to 0.20% p.a., (the "Depository Fee")

whereas each fee shall accrue daily and shall be payable quarterly based on the applicable value of the Underlying to (i) in the case of the Issuer Annual Fee, the Issuer, (ii) in the case of the Structuring Fee, the Structuring Advisor and (iii) in the case of the Depository Fee, the Depository Agent.

- 3.10 The Issuer shall not be obliged to make payment of the relevant Redemption Amount before the Payment Settlement Date. If the Note is in the form of a Crypto Security, the Issuer shall only be obliged to redeem the Note if the Noteholder issues an instruction to the Crypto Registrar to change against proof of payment effected on behalf of the Issuer the Crypto Securities Register to reflect a change of ownership over the respective Token for the benefit of the Issuer. If the Crypto Registrar has appointed a third party as a recipient for such instruction and has notified the Noteholder accordingly such instruction must be submitted to such third party.

3.11 *Intentionally left blank.*

#### 4 Early Redemption at the Option of the Issuer

- 4.1 On each Issuer Call Date, the Issuer may, in whole (but not in part), subject to a 180 calendar days' prior notice to each Noteholder in accordance with section 14 (*Notices*), redeem all outstanding Notes at the Redemption Amount.

- 4.2 If a Note is to be redeemed against payment of cash, the Redemption Amount payable in respect of the Note shall be determined by reference to the applicable gold price as expressed in USD per fine troy ounce. The relevant Redemption Amount will be limited to the amount realised from the sale of the Underlying underlying the relevant Note. The calculation of the applicable gold price will be based on the Applicable Gold Price Fixing on the 8th Business Day prior to the Issuer Call Date (the "**Applicable Gold Price**"). The gold price fixing can be viewed on <https://www.lbma.org.uk/prices-and-data/precious-metal-prices#> with one day delay.

- 4.3 The Redemption Amount will be calculated by the Calculation Agent as follows:

$Initial\ Gold\ Quantity * Applicable\ Gold\ Price\ (t) * (1 - Fees)^t,$

whereas:

"**Initial Gold Quantity**" means  $(Calculation\ Amount / Aggregate\ Number\ of\ Notes) / Applicable\ Gold\ Price\ (0);$

whereas "**Applicable Gold Price (0)**" means the Applicable Gold Price as of the Initial Valuation Date plus a surcharge ranging from 0% to 0.30% as determined by the Depository Agent in a commercially reasonable manner reflecting the market price of the Underlying. The applicable surcharge shall be published in accordance with section 14 (*Notices*);

"t" means the number of years elapsed between the Initial Valuation Date and the Issuer Exercise Valuation Date; and

"Fees" means the sum of (expressed as a percentage):

- (i) 0.25% p.a., (the "Issuer Annual Fee");
- (ii) up to 1.05% p.a., (the "Structuring Fee"); and
- (iii) up to 0.20% p.a., (the "Depository Fee")

whereas each fee shall accrue daily and shall be payable quarterly based on the applicable value of the Underlying to (i) in the case of the Issuer Annual Fee, the Issuer, (ii) in the case of the Structuring Fee, the Structuring Advisor and (iii) in the case of the Depository Fee, the Depository Agent.

- 4.4 The Issuer shall not be obliged to make payment of the relevant Redemption Amount before the Issuer Call Date. If the Note is in the form of a Crypto Security, the Issuer shall only be obliged to redeem the Note if the Noteholder issues an instruction to the Crypto Registrar to change against proof of payment effected on behalf of the Issuer the Crypto Securities Register to reflect a change of ownership over the respective Token for the benefit of the Issuer. If the Crypto Registrar has appointed a third party as a recipient for such instruction and has notified the Noteholder accordingly such instruction must be submitted to such third party.

## 5 Formal Requirements of Requests

5.1 *Intentionally left blank.*

5.2 *Intentionally left blank.*

5.3 Delivery Request

In the event the Noteholder demands from the Issuer physical delivery of the Underlying, to assert such delivery claim, the Noteholder must submit to the Noteholder Custody Bank a written delivery request pursuant to section 14 (*Notices*) (the "**Delivery Request**") to be forwarded to the Calculation Agent and the Paying Agent containing the details specified in section 5.4 below. If the Note to be redeemed is in the form of a Crypto Security, the Noteholder must also submit to the Crypto Registrar the instruction to change against proof of delivery effected on behalf of the Issuer the Crypto Securities Register to reflect a change of ownership over the respective Token for the benefit of the Issuer. If the Crypto Registrar has appointed a third party as a recipient for such instruction and has notified the Noteholder accordingly such instruction must be submitted to such third party.

5.4 The Delivery Request must contain the following details:

- (i) Name and address of the Noteholder;
- (ii) The Noteholder Custody Bank; and
- (iii) The number of Notes in relation to which the delivery claim is being asserted.

5.5 The Substitution Redemption Request must contain the following details:

- (i) Name and address of the Noteholder;

- (ii) The number of Notes in relation to which the payment claim is being asserted;
- (iii) A bank account maintained in USD to which the Redemption Amount shall be transferred; and
- (iv) A statement demonstrating that the Noteholder is prevented from taking delivery of the Underlying due to legal or regulatory reasons applicable to him.

## 6 Disruption Events and Postponement or Suspension

### 6.1 Disruption Events

The Calculation Agent may (but is not obliged to), with respect to any day, determine that one or more of the following disruption events has occurred or exists on such day (each such event a "**Disruption Event**"):

- (i) trading and/or settlement in gold is subject to a material suspension or material limitation on the over-the-counter market of the LBMA or any other primary exchange or trading facility for the trading of gold; or
- (ii) the over-the-counter market of the LBMA or any other primary exchange or trading facility for the trading of gold is not open for trading for any reason (including a scheduled closure); or
- (iii) trading in gold on such over-the-counter market of the LBMA or any other primary exchange or trading facility for the trading of gold has been permanently discontinued or has disappeared.

### 6.2 Determination of Disruption Events and Suspension Notices

- (i) If the Calculation Agent determines that a Disruption Event has occurred or exists with respect to any day, it may (but shall not be obliged to), if a Disruption Event falls on such date, on the immediately following Business Day give notice of the postponement and/or suspension of:
  - (a) the relevant Noteholder Exercise Date;
  - (b) the calculation of the relevant Applicable Gold Price;
  - (c) the relevant Noteholder Exercise Valuation Date;
  - (d) *Intentionally left blank*;
  - (e) the relevant Delivery Settlement Date;
  - (f) the relevant Payment Settlement Date; or
  - (g) the relevant Issuer Call Date,
 to the Issuer and the Paying Agent, specifying:
  - (a) the Disruption Event which has occurred or is existing on the relevant day;
  - (b) whether the suspension and/or postponement relating to such Disruption Event will be in respect of a single day (a "**Suspended**

**Day")** or for as long as the Disruption Event continues (a **"Suspension Period"**); and

- (c) which of the dates set out in section 6.2(i) (a) to (g) will be postponed and/or suspended on such Suspended Day or during such Suspended Period, as applicable and, in determining this, the Calculation Agent shall consider whether the relevant Disruption Event would disrupt the actions required to be performed by the Issuer, the Calculation Agent, the Paying Agent, the Depository Agent or the Noteholders in connection with the redemption of the Notes,

such notice, a **"Suspension Notice"**. If the Suspension Notice is in respect of a Suspension Period, such period will end when the Calculation Agent notifies the Issuer and the Paying Agent that such suspension and/or postponement is over.

- (ii) The Calculation Agent is not under any obligation to monitor whether or not a Disruption Event is continuing with respect to any day unless a Suspension Notice has been given in respect of a Suspension Period in which case the Calculation Agent's obligation to monitor the relevant Disruption Event will continue until it has determined that such Disruption Event has ceased following which it will give notification of the end of the Suspension Period in accordance with section 6.2(i). The Calculation Agent shall have no liability to the Issuer or any other person for any determination or non-determination that it makes in respect of the occurrence or existence of a Disruption Event.

### 6.3 Postponement relating to the Redemption of the Notes

- (i) If, in respect of a Disruption Event, the Calculation Agent has specified in the related Suspension Notice that one of the dates listed in section 6.2(i) (a) to (g) (a **"Disruption Postponable Date"**) shall be postponed until following the end of the Suspended Day or Suspension Period, then if any Disruption Postponable Date does occur on the Suspended Day or during the Suspension Period, such Disruption Postponable Date shall be deemed to have been postponed until the first following Non-Disrupted Day, provided that if no such Non-Disrupted Day has occurred on or prior to the 10th Business Day following such Disruption Postponable Date, the Issuer, acting in good faith and in consultation with the Calculation Agent, shall determine an appropriate method for redeeming the Notes and determining the dates listed in section 6.2(i) (a) to (g), as applicable, for the purposes of such redemption of the Notes (a **"Disrupted Redemption Method"**). For the avoidance of doubt, if any Disruption Postponable Date is postponed in accordance with this section 6.3(i), then any other dates or periods determined by reference to such Disruption Postponable Date that have yet to occur or conclude as at the time of such postponement shall also be postponed or adjusted accordingly.
- (ii) The Issuer shall, as soon as reasonably practicable following determination of any Disrupted Redemption Method, notify the Calculation Agent and the Noteholders of the details of such Disrupted Redemption Method in accordance with section 14 (*Notices*).

- (iii) No additional amount shall be payable or deliverable to any Noteholder in connection with any postponement to the timing, or any amendment to the method, in each case in accordance with section (i).

## **7 Successor Applicable Gold Price Fixing or Applicable Gold Price Fixing Source and Applicable Gold Price Fixing Event**

### **7.1 Successor Applicable Gold Price Fixing**

If on any Business Day, the Calculation Agent determines that the Applicable Gold Price Fixing has been replaced by a successor price acceptable to the Calculation Agent, then the Calculation Agent shall notify such determination to the Issuer and the Paying Agent and, with effect from the first Business Day following the date of such notice, such successor price shall be deemed to be the Applicable Gold Price Fixing for the purposes of the Notes but provided that it shall not affect any calculations or determinations already made using the Applicable Gold Price Fixing being replaced. The Issuer shall, as soon as reasonably practicable thereafter, notify the Noteholders of the same in accordance with section 14 (*Notices*).

### **7.2 Successor Applicable Gold Price Fixing Source**

If on any Business Day the Calculation Agent determines that the Applicable Gold Price Fixing Source no longer allows for the Applicable Gold Price Fixing notwithstanding that the Applicable Gold Price Fixing continues to be determined, then the Calculation Agent will notify such determination to the Issuer and the Paying Agent specifying a replacement price source that does display such Applicable Gold Price Fixing and, with effect from the first Business Day following the date of such notice, such successor price source shall be deemed to be the Applicable Gold Price Fixing Source for the purposes of the Notes but provided that it shall not affect any calculations or determinations already made using the Applicable Gold Price Fixing displayed on the Applicable Gold Price Fixing Source being replaced. The Issuer shall, as soon as reasonably practicable thereafter, notify the Noteholders of the same in accordance with section 14 (*Notices*).

### **7.3 Applicable Gold Price Fixing Event**

If at any time the Calculation Agent determines that an Applicable Gold Price Fixing Event has occurred and gives notice of such determination (including a description in reasonable detail of the facts relevant to such determination) to the Issuer and the Paying Agent, then for the purposes of the Notes, the Applicable Gold Price Fixing shall be:

- (i) such other reference price for the Underlying as the Calculation Agent determines has replaced the Applicable Gold Price Fixing in customary market usage for the purposes of determining a reference price for such Underlying in the primary over-the-counter market, exchange or trading facility for the trading of the Underlying; or
- (ii) if the Calculation Agent determines that there is no replacement reference price that can be determined in accordance with section 6.3(i), then such other reference price for the Underlying as the Calculation Agent determines as most comparable to the Applicable Gold Price Fixing acting in a commercially reasonable manner,

(the "**Replacement Applicable Gold Price Fixing**") provided that in each case, the Calculation Agent must also have determined that no Applicable Gold Price Fixing Event would have occurred or be occurring in respect of such Replacement Applicable Gold Price Fixing if such Replacement Applicable Gold Price Fixing were the Applicable Gold Price Fixing. The Calculation Agent shall, as soon as reasonably practicable following notification of the occurrence of an Applicable Gold Price Fixing Event, give notice of the Replacement Applicable Gold Price Fixing determined by it to the Issuer and the Paying Agent.

None of the Issuer, the Calculation Agent, or any other person shall have any duty to monitor, enquire or satisfy itself as to whether an Applicable Gold Price Fixing Event has occurred.



## PART B – OTHER INFORMATION

<b>Reasons for the offer, estimated net proceeds and total expenses</b>	<p><b>Reasons for the offer:</b> The Issuer will use the proceeds from the issuance of a Series of Notes to acquire the Series Assets.</p> <p><b>Estimated net proceeds:</b> Not applicable.</p> <p><b>Estimated total expenses:</b> Not applicable.</p>
<b>Listing and admission to trading</b>	Not applicable. It is currently not intended to apply for admission of the Notes to trading in a regulated market.
<b>Minimum Trading Amount</b>	Not applicable.
<b>Taxes and costs specifically charged to the subscriber or purchaser</b>	Not applicable.
<b>Service Fee</b>	Not applicable.
<b>Administrative Costs</b>	The Issuer will receive out of the Series Assets under this Series of Notes a non-recurring fee of up to 2.5% and an annual flat-rate sum for administrative costs of up to 1.5% p.a. related to the Series Assets for the purpose of fulfilment of any other obligations of the Issuer in respect of the Series of Notes.
<b>Authorisation</b>	Board Meetings of the Issuer regarding (i) the creation of the Compartment 20 of 13 April 2022 and (ii) the issuance of the Notes of 19 October 2023.
<b><u>Offer conditions:</u></b>	
<b>Offer period</b>	<p>The Notes will be offered from 16 November 2023 and the public offer will terminate on the date the validity period for the Base Prospectus or any successor base prospectus expires.</p> <p>The Issuer reserves the right, in its absolute discretion, to cancel the offer at an earlier date. In the event that the offer period is shortened, the Issuer will publish a notice at <a href="http://www.chartered-opus.com">www.chartered-opus.com</a>.</p>
<b>Distributor</b>	Chartered Investment Germany GmbH, Fürstenwall 172A, 40217 Düsseldorf Federal Republic of Germany
<b>Prohibition of Sales to EEA Retail Investors:</b>	Not applicable

<b>Prohibition of Sales to UK Retail Investors:</b>	Applicable
<b>Description of the procedures and the date of the public announcement of the offer results</b>	Not applicable.
<b>Issue Currency</b>	USD
<b>Issue Date</b>	16 November 2023
<b>Aggregate Number of Notes</b>	Up to 2,500,000 Notes
<b>Initial issue price and issue size per Series</b>	The initial issue price per Note is USD 100.00 (in words: one hundred U.S. dollar).
<b>Offer subject to the obligation to publish a prospectus</b>	The Notes may be offered other than pursuant to Article 1 (4) of the Prospectus Regulation in the Grand Duchy of Luxembourg, Germany, Liechtenstein, Austria within the period from 16 November 2023 to the date the validity period for the Base Prospectus or any successor base prospectus expires. The Notes may be publicly offered in Switzerland without any restrictions in accordance with art. 35 et seq. of the Financial Services Act FinSA.
<b>Rating of the Notes</b>	Not applicable. The Notes are not rated.

**ISSUANCE-SPECIFIC SUMMARY****SECTION A – INTRODUCTION AND WARNINGS****Introductory information****Name and international securities identification number (ISIN) of the securities**

This is the summary prepared in accordance with Article 7 of Regulation (EU) 2017/1129 with regard to the issue of bearer debt securities governed by German law (the "**Notes**") issued under the base prospectus for Secured Gold Tracker Notes dated 22 August 2023 (the "**Base Prospectus**") by Opus (Public) Chartered Issuance S.A. (the "**Company**"). The Notes have the International Securities Identification Number (ISIN) LU2718166007.

**Identity and contact details of the Company**

Opus (Public) Chartered Issuance S.A has its registered office at 6, rue Eugène Ruppert, L-2453, Luxembourg, Grand Duchy of Luxembourg. The Company's telephone number is +352 2644 167. The Legal Entity Identifier (LEI) of the Company is 222100JHXWNVSEDDBP89.

**Approval of the Base Prospectus; Competent authority**

The Base Prospectus was approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") on 22 August 2023. The business address of the CSSF is 283 Route d'Arlon, L-1150 Luxembourg, Grand Duchy of Luxembourg. CSSF's telephone number is +352 2625 11.

**Warnings**

- (i) The summary should be read as an introduction to the Base Prospectus.
- (ii) Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole by the investor.
- (iii) Investors could lose all or part of their invested capital (in addition to the costs associated with the purchase, if any) (total loss).
- (iv) Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the Base Prospectus, including any supplements, and the related final terms before the legal proceedings are initiated.
- (v) Civil liability attaches to Opus (Public) Chartered Issuance S.A. acting in respect of its Compartment who is responsible for the drawing up of the summary, including any translations thereof, but only where the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus, or where it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.
- (vi) Investors are about to purchase a product that is not simple and may be difficult to understand.

**SECTION B – KEY INFORMATION ON THE ISSUER****Who is the Issuer of the securities?****Domicile and legal form of the Issuer**

The Company is a regulated securitisation company (*société de titrisation*) in the form of a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg and subject to the Luxembourg act on securitisations of 22 March 2004 (*Loi du 22 mars 2004 relative à la titrisation*) (as amended) (the "**Securitisation Act 2004**"), having its statutory seat in Luxembourg, Grand Duchy of Luxembourg. The board of directors of the Company (the "**Board**") has established compartment 20 (within the meaning of Articles 62 et seq. of the Securitisation Act 2004) (the "**Compartment**"), which is a separate and distinct part of the Company's estate (*patrimoine*). The Company acts for the account of its Compartment (the "**Issuer**").

**Principal activities**

The corporate objects of the Company as set out in article 4 of the Company's articles of association are to enter into, perform and serve as a vehicle for any securitisation transactions as permitted under the Securitisation Act 2004.

The Issuer's sole business is the raising of money by issuing securities for the purposes of acquiring assets or risks relating to assets generally.

**Major shareholder**

The Company is 100 per cent owned by Encore Holding S.à.r.l., a private limited liability company incorporated under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg.

**Identity of directors**

The members of the board of directors of the Company are: Paolo Perin, Nicola Melizzi, Salvatore Rosato, Daniel Maier and Tobias Wenkel.

**Identity of auditors**

The financial statements as of 31 December 2022 and 31 December 2021 have been audited by Ernst & Young S.A. Luxemburg, 35E Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

**What is the key financial information regarding the Issuer?¹**

## 1. Income statement

	<b>31.12.2022</b>	<b>31.12.2021</b>
<i>(in Euro)</i>		
Net profit or loss	0.00	0.00

## 2. Combined condensed balance sheet information

	<b>31.12.2022</b>	<b>31.12.2021</b>
<i>(in Euro)</i>		
Total Assets	225,486,500.00	70,436,181.00
Total (Capital, Reserves and Liabilities)	225,486,500.00	70,436,181.00
Financial Assets	212,376,374.00	66,198,954.00
Intangible Assets	-	-
Creditors	224,905,320.00	69,726,239.00

There are no qualifications in the audit report of the Issuer on its audited historical financial information.

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

- The Issuer's sole business is the raising of money by issuing securities for the purposes of acquiring assets or risks relating to assets generally. Pursuant to the Securitisation Act 2004, claims against the Issuer by the holders of a Note (the "**Noteholders**" and each a "**Noteholder**") will be limited to the net assets of the Compartment. The net assets of the Compartment will comprise (i) the Underlying, (ii) to the extent complementary necessary for purposes of liquidity and cash management non-physical book entry gold at a maximum of 5% of the assets underlying the relevant series of Notes (the "**Series**") and (iii) a cash account with an initial cash account amount of zero (the "**Compartment Assets**"). Other than as described in the foregoing, the Issuer will have no funds available to meet its obligations. If the Compartment Assets are not sufficient, there is a risk that the Issuer will temporarily or permanently not be able to fulfil its payment obligations when due and the Noteholders may suffer a loss. The entitlement of the investors is limited to the assets of the Compartment. In particular, the investors have no recourse/claim to any other assets of Opus (Public) Chartered Issuance S.A., including the assets of other compartments or the general assets of Opus (Public) Chartered Issuance S.A., which are not allocated to the Compartment.
- During the term of the Notes, the rights of the Noteholders to be paid amounts due or for delivery of the Underlying under the Notes will be subordinated to discharge of any liabilities towards creditors privileged by law and other liabilities of the Issuer in relation to the Compartment, in particular any administrative costs and the service fee. Any such claim rank priority to the claim of the Noteholders. Payment or delivery of such amounts will reduce the amounts that are available to the Issuer to make payments to the Noteholders.
- The Company is structured to be an insolvency-remote vehicle, but it is under no circumstances insolvency-proof. If the Company fails for any reason to meet its obligations or liabilities, insolvency proceedings might be initiated. In any such circumstances, there is a risk that Noteholders may suffer a loss.
- The Noteholders may be exposed to competing claims of Noteholders of other Series allocated to the Compartment and of other creditors of the Issuer, the claims of which have not arisen in connection with the creation, operation or liquidation of a Compartment if foreign courts, which have jurisdiction over assets of the Company allocated to a Compartment do not recognise the segregation of assets and limited recourse in that respect.
- The Issuer is party to contracts with a number of third parties who have agreed to perform a number of services in relation to the Compartment Assets. In particular, the calculation agent, the paying agent and the depository agent have agreed to provide services with respect to the Compartment Assets. If any such third party fails to perform its obligations under any relevant agreement, the Noteholders may be adversely affected.

**SECTION C - KEY INFORMATION ON THE NOTES****What are the main features of the Notes?****Type, class and ISIN**

The Notes are secured bearer debt securities (*Inhaberschuldverschreibungen*) issued under German law. The ISIN of the Notes is LU2718166007. The Notes are issued in the form of crypto securities pursuant to section 4 para. 3 of the German Act on Electronic Securities (*Gesetz über elektronische Wertpapiere*) and are entered into a crypto securities register as set out in section 16 of the German Act on Electronic Securities (*Kryptowertpapierregister*) operated by E-SEC GmbH as the registrar (*registerführende Stelle*, the "**Registrar**") such register, the "**Crypto Securities Register**"). The Notes are linked to Valcambi Green gold (the "**Underlying**"). Investors participate in the performance of the Underlying via the Notes.

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<sup>1</sup> The Company's key financial information is summarised above as prescribed by Annex V of Commission Delegated Regulation (EU) 2019/979 (the "**SPV Balance Sheet Summary Requirements**"). Pursuant to the SPV Balance Sheet Summary Requirements "Financial Assets designated at fair value through profit or loss" and "Financial Liabilities designated at fair value through profit or loss" or corresponding information shall be stated. In accordance with the SPV Balance Sheet Summary Requirements, the Company can use a different title to present substantially the same information as set out in the table prescribed the SPV Balance Sheet Summary Requirements, where this alternative title is used in its financial statements. The presentation above refers to corresponding information insofar, as the Company's annual accounts have been prepared in accordance with Luxembourg legal and regulatory requirements under the historical cost convention. Moreover, the prescribed fields "Derivative financial assets" and "Derivative financial liabilities" have been omitted in the presentation above, as the Company's relevant audited financial information does not include such a field. Listed derivatives are accounted for as "Financial Assets". The prescribed field "Nonfinancial assets if material to the entity's business" is presented above as "Intangible Assets". The prescribed field "Financial Liabilities designated at fair value through profit or loss" is presented above as "Creditors".

## ISSUANCE-SPECIFIC SUMMARY

OPUS (PUBLIC) CHARTERED ISSUANCE S.A. ACTING FOR THE ACCOUNT OF COMPARTMENT 20, Series 3

ISIN LU2718166007

The Issue Date of the Notes is 16 November 2023. The Issue Price of the Notes is USD 100,00.

### Currency, denomination, number of Notes issued and the term of the Notes

The Notes are denominated in USD and have a denomination of USD 100,00. The aggregate number of Notes to be issued is up to 2,500,000 (the "**Aggregate Number of Notes**").

The Notes have no final maturity date. Subject to early redemption on extraordinary events, the Notes will only be redeemed in case (i) Noteholders exercise their option and demand the delivery of the Underlying in an amount of the relevant Delivery Settlement Quantity; or (ii) the Issuer exercises its call right and redeems all outstanding Notes by payment of an amount in USD equal to the Redemption Amount.

### Rights attached to the Notes

#### Interest

The Notes will not bear interest.

#### Redemption

The redemption of the product depends on the performance of the Underlying. The initial gold quantity is dependent on (i) the applicable gold price fixing published by the London Bullion Market Association on the initial valuation date; and (ii) a surcharge as determined by Raiffeisen Switzerland Cooperative, acting as depository agent.

The Notes will be redeemed in case:

(i) Noteholders exercise their option on the Noteholder Exercise Date and demand the delivery of the Underlying in an amount of the Delivery Settlement Quantity on the Delivery Settlement Date (in case a Noteholder is prevented from taking delivery of the Underlying for regulatory or legal reasons applicable to him, such Noteholder may demand from the Issuer that the relevant Note is redeemed at its relevant Redemption Amount); or

(ii) the Issuer exercises its call right, subject to a 180 calendar days' prior notice to each Noteholder, and redeems all outstanding Notes by payment of an amount in USD equal to the Redemption Amount on the Issuer Call Date.

The Issuer shall not be obliged to make payment of the relevant Redemption Amount before the Payment Settlement Date or until the Noteholder has issued an instruction to the Registrar to change the Crypto Securities Register against proof of payment or delivery by the Issuer to reflect a change of ownership of the Notes for the benefit of the Issuer as set out in section 29 para. 1 of the German Act on Electronic Securities.

**"Delivery Settlement Quantity"**:  $\text{Initial Gold Quantity} * (1 - \text{Fees})^t$

If the Delivery Settlement Quantity cannot be settled entirely by using market-standard gold bars for the Underlying, any amount (being rounded down at the third decimal place) exceeding the amount that can be settled by using market-standard gold bars, will be settled in cash based on the calculation of the Redemption Amount.

**"Redemption Amount"**:  $\text{Initial Gold Quantity} * \text{Applicable Gold Price (t)} * (1 - \text{Fees})^t$

#### Definitions in relation to Redemption

**"Applicable Gold Price"**: The gold price based on the applicable gold price fixing (i) in case a Noteholder is prevented from taking delivery of the Underlying, on the 10th business day following receipt of the redemption request by the Issuer, or (ii) in case of an early redemption at the option of the Issuer, on the 8th business day prior the Issuer Call Date. The gold price fixing can be viewed on <<https://www.lbma.org.uk/prices-and-data/precious-metal-prices#>>.

**"Applicable Gold Price (0)"**: The Applicable Gold Price as of the Initial Valuation Date plus a surcharge ranging from 0% to 0,30% as determined by the depository agent in a commercially reasonable manner reflecting the market price of the Underlying. The applicable surcharge shall be published in accordance with the terms and conditions of the Notes.

**"Calculation Amount"**: The product of the Aggregate Number of Notes and USD 100.00.

**"Fees"**: The sum of (expressed as a percentage): (i) 0.25% p.a., (the "Issuer Annual Fee"); (ii) 1.05% p.a., (the "Structuring Fee"); and (iii) up to 0.20% p.a., (the "Depository Fee"), whereas each fee shall accrue daily and shall be payable quarterly.

**"Initial Gold Quantity"**:  $(\text{Calculation Amount} / \text{Aggregate Number of Notes}) / \text{Applicable Gold Price (0)}$

**"t"**: The number of years elapsed between the Initial Valuation Date and (i) in respect of the Delivery Settlement Quantity, the Noteholder Exercise Valuation Date, or (ii) in respect Redemption Amount, the Issuer Exercise Valuation Date.

#### Dates

**"Initial Valuation Date"**: 16 November 2023.

**"Noteholder Exercise Date" / "Issuer Call Date"**: Quarterly, on the last business day of each calendar quarter,

## ISSUANCE-SPECIFIC SUMMARY

OPUS (PUBLIC) CHARTERED ISSUANCE S.A. ACTING FOR THE ACCOUNT OF COMPARTMENT 20, Series 3

ISIN LU2718166007

beginning with the last business day of December 2023.

**"Noteholder Exercise Valuation Date"**: Third business day after the Noteholder Exercise Date.

**"Issuer Exercise Valuation Date"**: First business day after the Issuer Call Date.

**"Delivery Settlement Date"**: A business day at the place of business of the Noteholder's custody bank not before the 20th business day following, if the Note is represented by a global note, the Note to which the delivery request relates has been surrendered to the paying agent by the Noteholder's custody bank, or, if the Note is in the form of a crypto security, the instruction to change the Crypto Securities Register to reflect a change of ownership for the benefit of the Issuer over the token representing the Note to which the delivery request relates has been received by the Registrar.

**"Payment Settlement Date"**: 20<sup>th</sup> business day following, if the Note is represented by a global note, the Note to which the redemption request relates has been surrendered to the paying agent by the Noteholder's custody bank (in case of early redemption at the option of the Noteholder) or to the clearing system (in case of early redemption at the option of the Issuer), or, if the Note is in the form of a crypto security, the instruction to change the Crypto Securities Register to reflect a change of ownership for the benefit of the Issuer over the token representing the Note to which the redemption request relates has been received by the Registrar.

### Extraordinary Termination by the Issuer

If an event of extraordinary termination by the Issuer (such as, without limitation, a state of insolvency, a change in the tax treatment or change in law) occurs, the Issuer will be entitled, however not obliged, to terminate the Notes by giving not more than 30 calendar days notice to the Noteholders against payment of the Redemption Amount.

### Extraordinary Termination by the Noteholders

If an event of extraordinary termination by the Noteholders (such as, without limitation, the Issuer fails to pay, the Issuer fails to perform any material obligation under the Notes and such failure is incapable of being cured or a state of insolvency in relation to the Issuer or the Issuer fails to restore functionality of the non-operational Crypto Securities Register within a reasonable period set by the Noteholder) occurs, all Noteholders will be entitled to the early termination of the Notes by giving notice to the Issuer with a copy to the trustee, with the result that all Notes of the Noteholders then outstanding will immediately fall due and payable at their relevant Redemption Amount provided that the Issuer has received such notices from the Noteholders representing at least 25% of Aggregate Number of Notes then outstanding.

### Resolutions of Noteholders

In accordance with the German Act on Issues of Debt Securities of 2009 (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) the Notes contain provisions pursuant to which investors may agree by resolution to amend the terms and conditions of the Notes (with the consent of the Issuer) and to decide upon certain other matters regarding the Notes. Resolutions of investors properly adopted, either in a meeting of investors in the Notes or by vote taken without a meeting in accordance with the terms and conditions of the Notes, are binding upon all investors in the Notes. Resolutions providing for material amendments to the terms and conditions of the Notes require a majority of not less than 75 per cent. of the votes cast. Resolutions regarding other amendments are passed by a simple majority of the votes cast.

### **Status of the Notes**

The Notes constitute direct and unsubordinated liabilities of the Issuer, secured by security interests granted to Chartered Investment Germany GmbH, acting as trustee, which rank *pari passu* among themselves and with all other secured and unsubordinated outstanding liabilities of the Issuer in respect of the Compartment, with the exception of any liabilities ranking in priority to the Notes under mandatory law.

The Notes are not subject to deposit insurance.

When issuing the Notes, the Company acts solely for its Compartment. All claims and receivables from and under the Notes are limited to the Compartment Assets. If the Compartment Assets are not sufficient to fully satisfy the claims of all investors under the Notes, the Issuer will not be liable to the investors for any shortfall and the investors may not assert any further claims against the Issuer.

### **Transferability of the Notes**

The Notes are transferable, subject to offering, selling and transfer restrictions with respect to the United States of America, the European Economic Area, the United Kingdom and the laws of any jurisdiction in which the Notes are offered or sold and the applicable rules and processes of the relevant clearing system.

### **Where will the Notes be traded?**

It is currently not intended to apply for admission to trading in a regulated market.

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

- The risk of potential losses from future performance is considered medium. If market conditions are unfavourable, the Issuer's ability to pay investors out could be affected. This product does not include any protection against future market developments, so that investors could lose all or part of the capital invested. The Notes are linked and concentrated to gold. Prospective investors should note that the value of each Series of Notes will be affected by movements in the price of gold. The performance of a precious metal like gold is dependent upon various factors, including (without limitation) supply and demand, liquidity, natural disasters, direct investment costs, location, changes in tax rates and changes in laws, regulations and the activities of governmental or regulatory bodies, each as set out in more detail below. Precious metal prices are generally more volatile than most other asset classes.
- The Notes will not bear any interest. Consequently, Noteholders will not receive any ongoing payments and are not compensated for their investment in the Notes. Noteholders have to rely on the performance of the Underlying in order to receive any return on the Notes.
- The Notes have no final maturity date and will only be redeemed in case (i) the Noteholder exercises its option and demands the delivery of the Underlying in the relevant Delivery Settlement Quantity, or (ii) the Issuer exercises its call right and redeems the outstanding Notes by payment of the Redemption Amount. There can be no assurance that the Redemption Amount will be greater than or equal to the amount invested by a Noteholder in the Note as the Delivery Settlement Quantity and the Redemption Amount are solely dependent in the applicable gold price fixing. Therefore the Redemption Amount may also be zero.
- The terms and conditions of the Notes include provisions which limit the claims of the holders of the Notes to such Compartment Assets that have arisen in connection with a specific Series (the "**Series Assets**"). The rights of the Noteholders in the assets of the Issuer are limited to the Series Assets. The Series Assets will be distributed among Noteholders and the creditors of the Issuer in accordance with the priority of payments set out in the terms and conditions of the Notes. In particular, the Issuer will be required to pay any fees, costs and expenses relating to the Notes prior to making any payment to the Noteholders under the Notes. The Issuer will not be obliged to make any further payments and/or deliveries to any Noteholder in excess of the amounts received upon the realisation of the Series Assets. Following the application of the proceeds of realisation of the Series Assets in accordance with the terms and conditions of the Notes, the claims of the Noteholders for any shortfall shall extinguish and the Noteholders may not take any further action to recover such shortfall. In particular, no Noteholder has the right to petition for the winding-up, the liquidation or the bankruptcy of the Company as a consequence of any shortfall or to take any similar proceedings. Failure to make payment in respect of any shortfall shall in no circumstances constitute an event of default under the terms and conditions of the Notes. Any shortfall under the Compartment shall be borne by the Noteholders.
- If the Noteholders exercise their option and demand physical settlement they will receive the delivery settlement quantity which will be determined in accordance with the terms and conditions of the Notes. There can be no assurance that the value of the Delivery Settlement Quantity will be greater than or equal to the amount invested by a Noteholder in the Notes, particularly if the gold price has not, since the time of investment by the Noteholder, increased sufficiently to offset the reduction of Fees.
- The Redemption Amount will be determined by reference to the Applicable Gold Price. There can be no assurance that the Redemption Amount will be greater than or equal to the amount invested by a Noteholder in the Notes, particularly if the gold price has not, since the time of investment by the Noteholder, increased sufficiently to offset the reduction of the Fees. If the gold price falls to zero or close to zero, investors may lose the entire value of their investment in the Notes.
- A disruption event may occur if there has been a disruption in respect of the trading of gold, including any material suspension, limitation or permanent cessation in respect of the trading and/ or settlement of gold on the over-the-counter market or the temporary or permanent closing of any primary exchange or trading facility for the trading of gold. Noteholders should be aware that the occurrence of a disruption event (and any consequential request for redemption of the Notes postponed or suspended by the calculation agent) may have an adverse effect on the calculation of the Delivery Settlement Quantity and/or timing relating to the early redemption of the Notes.



## **ISSUANCE-SPECIFIC SUMMARY**

**OPUS (PUBLIC) CHARTERED ISSUANCE S.A. ACTING FOR THE ACCOUNT OF COMPARTMENT 20, Series 3**

**ISIN LU2718166007**

- The Noteholder is exposed to the risk relating to the use of distributed ledger technology. Technological developments in cryptography, code decryption, quantum computing, etc. may pose a risk to the security of crypto assets and potentially facilitate price manipulation or forced consensus attacks by miners and others. Due to the digital nature of crypto assets, they are an attractive target for fraud, theft and cyber-attacks. Noteholders are directly exposed to the consequences of fraud, theft and cyber-attacks with respect to their holdings entered in the Crypto Securities Register. The protocol code of the distributed ledger network underlying the Crypto Securities Register (the "**DLT Network**") may be updated, added to, changed or modified from time to time by the developers and/or the user community. It is possible that any such update, addition, change or modification may adversely affect the functionality of the Crypto Securities Register. There is a risk that such source code or protocol may be defective. Such a flaw could compromise the integrity and security of the affected DLT Network and of the Crypto Securities Register.

### **SECTION D - KEY INFORMATION ON THE OFFER OF THE NOTES TO THE PUBLIC AND/OR THE ADMISSION TO TRADING ON A REGULATED MARKET**

#### **Under which conditions and timetable can I invest in the Notes?**

The Notes are issued on 16 November 2023 (the "**Issue Date**") and offered at the initial issue price of USD 100.00 per Note (the "**Issue Price**"). The issue volume shall be up to 2,500,000 Notes.

The Notes are being publicly offered in Luxembourg, Germany, Liechtenstein, Austria and Switzerland (the "**Offer Jurisdictions**") from 16 November 2023 and the public offer will terminate on the date the validity period for the Base Prospectus or any successor base prospectus expires. The Issuer reserves the right, in its absolute discretion, to cancel the offer at an earlier date. In the event that the offer period is shortened, the Issuer will publish a notice at [www.chartered-opus.com](http://www.chartered-opus.com). The Notes may be offered to qualified and non qualified-investors (within the meaning of Regulation (EU) 2017/1129 in the Offer Jurisdiction other than Switzerland) and professional clients and retail clients (within the meaning of the Swiss Financial Services Act (FinSA) in Switzerland).

The Issuer expects to incur commissions and other offer-related expenses of approximately EUR 0. All costs relating to the physical delivery of gold are borne by the Noteholder. These costs may include costs relating to the exercise, as charged by the Noteholder's custody bank, costs for the production of gold bullion bars, transportation costs, costs of insurance during transportation, taxes, duties and levies, costs for the completion of a successful anti-money-laundering course.

#### **Why is the Base Prospectus being produced?**

The Base Prospectus allows for the Notes issued under it to be offered to the public. The Issuer will use the proceeds from the issuance of the Notes to acquire the Series Assets, provided that the Underlying will consist of physical gold. The estimated net proceeds correspond to the gross proceeds.

The offer of the Notes is not subject to an underwriting agreement on a firm commitment basis.

The parties involved in the issue and the service of the Notes, as well as their respective affiliates, may receive fees, commissions or other expenses being part of the issue price and may each be affiliates of the Issuer or the same legal entity, and they may each also assume another function in relation to the Notes. As a consequence of such and other relationships, potential conflicts of interests may arise between these parties and the Noteholders. These parties and their respective affiliates may furthermore enter into transactions affecting the Underlying. Any such transactions may have positive or negative effects on the value of the Underlying, and thus on the value of the Notes.

Other than as mentioned above, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer, including conflicting interests.

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### **ABSCHNITT A – EINLEITUNG MIT WARNHINWEISEN**

#### **Einleitende Informationen**

##### **Bezeichnung und internationale Wertpapier-Identifikationsnummer (ISIN) der Wertpapiere**

Dies ist die nach Maßgabe von Artikel 7 der Verordnung (EU) 2017/1129 erstellte Zusammenfassung für die Begebung von deutschem Recht unterliegenden Inhaberschuldverschreibungen (die „**SCHULDVERSCHREIBUNGEN**“), die gemäß dem Basisprospekt für Secured Gold Tracker Notes vom 22. August 2023 (der „**BASISPROSPEKT**“), von der Opus (Public) Chartered Issuance S.A. (die „**GESELLSCHAFT**“) begeben werden. Die **SCHULDVERSCHREIBUNGEN** haben die internationale Wertpapier-Identifikationsnummer (ISIN) LU2718166007.

##### **Identität und Kontaktdaten der GESELLSCHAFT**

Die Opus (Public) Chartered Issuance S.A hat ihren Sitz in 6, rue Eugène Ruppert, L-2453, Luxemburg, Großherzogtum Luxemburg. Die Telefonnummer der GESELLSCHAFT ist +352 2644 167. Die Rechtsträgerkennung (LEI) der GESELLSCHAFT ist 222100JHXWNVSEDDBP89.

##### **Billigung des BASISPROSPEKTS; zuständige Behörde**

Der BASISPROSPEKT wurde am 22 August 2023 von der *Commission de Surveillance du Secteur Financier* (die „**CSSF**“) gebilligt. Die Geschäftsanschrift der CSSF ist 283 Route d'Arlon, L-1150 Luxemburg, Großherzogtum Luxemburg. Die Telefonnummer der CSSF ist +352 2625 11.

#### **Warnhinweise**

- (i) Die Zusammenfassung sollte als Einleitung zum BASISPROSPEKT verstanden werden.
- (ii) Anleger sollten sich bei der Entscheidung, in die **SCHULDVERSCHREIBUNGEN** zu investieren, auf den BASISPROSPEKT als Ganzes stützen.
- (iii) Anleger könnten das gesamte angelegte Kapital oder einen Teil davon verlieren (ggf. zusätzlich zu etwaigen mit dem Erwerb verbundenen Kosten) (Totalverlust).
- (iv) Für den Fall, dass vor einem Gericht Ansprüche aufgrund der in dem BASISPROSPEKT enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger nach nationalem Recht die Kosten für die Übersetzung des BASISPROSPEKTS, einschließlich etwaiger Nachträge sowie der entsprechenden endgültigen Bedingungen, vor Prozessbeginn zu tragen haben.
- (v) Zivilrechtlich haftet die Opus (Public) Chartered Issuance S.A., die bezüglich ihres COMPARTMENTS handelt, das für die Erstellung der Zusammenfassung samt etwaiger Übersetzungen verantwortlich ist, jedoch nur für den Fall, dass die Zusammenfassung, wenn sie zusammen mit den anderen Teilen des BASISPROSPEKTS gelesen wird, irreführend, unrichtig oder widersprüchlich ist oder dass sie, wenn sie zusammen mit den anderen Teilen des BASISPROSPEKTS gelesen wird, nicht die Basisinformationen vermittelt, die in Bezug auf Anlagen in die **SCHULDVERSCHREIBUNGEN** für die Anleger eine Entscheidungshilfe darstellen würden.
- (vi) Anleger sind im Begriff, ein Produkt zu erwerben, das nicht einfach und möglicherweise schwer zu verstehen ist.

### **ABSCHNITT B – BASISINFORMATIONEN ÜBER DIE EMITTENTIN**

#### **Wer ist die EMITTENTIN der Wertpapiere?**

##### **Sitz und Rechtsform der EMITTENTIN**

Die GESELLSCHAFT ist eine in der Rechtsform einer Aktiengesellschaft (*société anonyme*) nach luxemburgischem Recht errichtete regulierte Verbriefungsgesellschaft (*société de titrisation*) mit satzungsmäßigem Sitz in Luxemburg, Großherzogtum Luxemburg und unterliegt dem luxemburgischen Verbriefungsgesetz vom 22. März 2004 (*Loi du 22 mars 2004 relative à la titrisation*) (in der jeweils geltenden Fassung) (das „**LUXEMBURGER VERBRIEFUNGSGESETZ 2004**“). Der Verwaltungsrat der GESELLSCHAFT (der „**VERWALTUNGSRAT**“) hat Compartment 20 (im Sinne der Artikel 62 ff. des LUXEMBURGER VERBRIEFUNGSGESETZES 2004) (das „**COMPARTMENT**“) errichtet, das einen separaten und eigenständigen Teil des Vermögens der GESELLSCHAFT (*patrimoine*) darstellt. Die GESELLSCHAFT handelt für Rechnung ihres COMPARTMENTS (die „**EMITTENTIN**“).

##### **Haupttätigkeiten**

Unternehmenszweck der GESELLSCHAFT gemäß Artikel 4 der Satzung der GESELLSCHAFT ist der Abschluss und die Durchführung von gemäß dem LUXEMBURGER VERBRIEFUNGSGESETZ 2004 zulässigen Verbriefungstransaktionen sowie das Fungieren als Verbriefungsvehikel bei solchen Transaktionen.

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Die einzige Geschäftstätigkeit der EMITTENTIN ist die Beschaffung von Geldern mittels Begebung von Wertpapieren zum Zweck des Erwerbs von Vermögenswerten oder Risiken im Zusammenhang mit Vermögenswerten im Allgemeinen.

### Hauptanteilseigner

Die GESELLSCHAFT steht zu 100 % im Eigentum der Encore Holding S.à.r.l., einer Gesellschaft mit beschränkter Haftung nach dem Recht Luxemburgs mit Sitz 6, rue Eugène Ruppert, L-2453 Luxemburg, Großherzogtum Luxemburg.

### Identität der Geschäftsführer

Die Mitglieder des Verwaltungsrats der GESELLSCHAFT sind: Paolo Perin, Nicola Melizzi, Salvatore Rosato, Daniel Maier und Tobias Wenkel.

### Identität der Abschlussprüfer

Die Abschlüsse zum 31. Dezember 2022 und 31. Dezember 2021 wurden von der Ernst & Young S.A. Luxemburg, 35E Avenue John F. Kennedy, L-1855 Luxemburg, Großherzogtum Luxemburg, geprüft.

### Welches sind die wesentlichen Finanzinformationen über die EMITTENTIN?<sup>1</sup>

#### 1. Gewinn- und Verlustrechnung

	31.12.2022	31.12.2021
(in Euro)		
Net profit or loss	0,00	0,00

#### 2. Kombinierte verkürzte Bilanzinformationen

	31.12.2022	31.12.2021
(in Euro)		
Summe Aktiva	225.486.500,00	70.436.181,00
Summe (Passiva)	225.486.500,00	70.436.181,00
Finanzanlagen	212.376.374,00	66.198.954,00
Immaterielle Anlagewerte	-	-
Verbindlichkeiten	224.905.320,00	69.726.239,00

Der Bestätigungsvermerk für die EMITTENTIN enthält keine Beschränkungen im Hinblick auf ihre geprüften historischen Finanzinformationen.

### Welches sind die zentralen Risiken, die für die EMITTENTIN spezifisch sind?

- Die einzige Geschäftstätigkeit der EMITTENTIN ist die Beschaffung von Geldern mittels Begebung von Wertpapieren zum Zweck des Erwerbs von Vermögenswerten oder Risiken im Zusammenhang mit Vermögenswerten im Allgemeinen. Gemäß dem LUXEMBURGER VERBRIEFUNGSGESETZ 2004 sind Ansprüche der Inhaber einer SCHULDVERSCHREIBUNG (die „SCHULDVERSCHREIBUNGSINHABER“ und jeweils ein „SCHULDVERSCHREIBUNGSINHABER“) gegen die EMITTENTIN auf die Nettovermögenswerte des COMPARTMENTS beschränkt. Die Nettovermögenswerte des COMPARTMENTS umfassen (i) den BASISWERT, (ii) soweit ergänzend für die Zwecke des Liquiditäts- und Cash-Managements erforderlich, buchmäßig erfasstes nicht physisches Gold in Höhe von maximal 5 % der der jeweiligen Serie von SCHULDVERSCHREIBUNGEN (die „SERIE“) unterliegenden Vermögenswerte und (iii) ein Barkonto mit einem anfänglichen Barkontostand von null (die „COMPARTMENTVERMÖGENSWERTE“). Die EMITTENTIN verfügt über keine anderen als die vorstehend beschriebenen Mittel zur Erfüllung ihrer Verpflichtungen. Sollten die COMPARTMENT-

<sup>1</sup> Die wesentlichen Finanzinformationen der GESELLSCHAFT werden vorstehend entsprechend den Vorschriften von Anhang V der Delegierten Verordnung (EU) 2019/979 der Kommission (die „VORSCHRIFTEN ÜBER BILANZINFORMATIONEN IN DER ZUSAMMENFASSUNG BEI ZWECKGESELLSCHAFTEN“) zusammengefasst. Gemäß den VORSCHRIFTEN ÜBER BILANZINFORMATIONEN IN DER ZUSAMMENFASSUNG BEI ZWECKGESELLSCHAFTEN sind „als erfolgswirksam zum beizulegenden Zeitwert bewertet designierte finanzielle Vermögenswerte“ und „als erfolgswirksam zum beizulegenden Zeitwert bewertet designierte finanzielle Verbindlichkeiten“ oder entsprechende Informationen anzugeben. Entsprechend den VORSCHRIFTEN ÜBER BILANZINFORMATIONEN IN DER ZUSAMMENFASSUNG BEI ZWECKGESELLSCHAFTEN kann die GESELLSCHAFT Informationen, die im Wesentlichen den in der vorgeschriebenen Tabelle in den VORSCHRIFTEN ÜBER BILANZINFORMATIONEN IN DER ZUSAMMENFASSUNG BEI ZWECKGESELLSCHAFTEN aufgeführten Informationen entsprechen, unter einem anderen Titel präsentieren, sofern sie diesen alternativen Titel in ihrem Abschluss verwendet. Die vorstehende Darstellung bezieht sich insofern auf entsprechende Informationen, als der Jahresabschluss der GESELLSCHAFT nach den Luxemburger rechtlichen und aufsichtsrechtlichen Vorschriften nach dem Anschaffungskostenprinzip erstellt wurde. Ferner wurden die vorgeschriebenen Posten „finanzielle Vermögenswerte aus derivativen Finanzinstrumenten“ und „finanzielle Verbindlichkeiten aus derivativen Finanzinstrumenten“ in der vorstehenden Darstellung ausgelassen, da die maßgeblichen geprüften Finanzinformationen der GESELLSCHAFT keine solchen Posten enthalten. Börsennotierte Derivate werden als „Finanzanlagen“ ausgewiesen. Der vorgeschriebene Posten „nichtfinanzielle Vermögenswerte, die für die Geschäftstätigkeit des Unternehmens von wesentlicher Bedeutung sind“ ist vorstehend als „Immaterielle Anlagewerte“ dargestellt. Der vorgeschriebene Posten „als erfolgswirksam zum beizulegenden Zeitwert bewertet designierte finanzielle Verbindlichkeiten“ ist vorstehend als „Verbindlichkeiten“ dargestellt.

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VERMÖGENSWERTE nicht ausreichen, besteht das Risiko, dass die EMITTENTIN vorübergehend oder dauerhaft nicht in der Lage ist, ihren Zahlungsverpflichtungen bei Fälligkeit nachzukommen, und den SCHULDVERSCHREIBUNGSINHABERN kann ein Verlust entstehen. Der Anspruch der Anleger ist auf die Vermögenswerte des COMPARTMENTS beschränkt. Insbesondere können die Anleger keinen Rückgriff auf/Anspruch gegen andere Vermögenswerte der Opus (Public) Chartered Issuance S.A., einschließlich der Vermögenswerte anderer Compartments oder der allgemeinen Vermögenswerte der Opus (Public) Chartered Issuance S.A., die nicht dem COMPARTMENT zugewiesen sind, geltend machen.

- Während der Laufzeit der SCHULDVERSCHREIBUNGEN stehen die Rechte der SCHULDVERSCHREIBUNGSINHABER auf Erhalt fälliger Zahlungen oder Lieferung des BASISWERTS im Rahmen der SCHULDVERSCHREIBUNGEN der Erfüllung von Verbindlichkeiten gegenüber gesetzlich privilegierten Gläubigern und anderer Verbindlichkeiten der EMITTENTIN in Zusammenhang mit dem COMPARTMENT, insbesondere Verwaltungskosten und die Service-Gebühr, im Rang nach. All diese Ansprüche haben Vorrang vor dem Anspruch der SCHULDVERSCHREIBUNGSINHABER. Die Zahlung oder Lieferung dieser Beträge verringert die Beträge, die der EMITTENTIN zur Leistung von Zahlungen an die SCHULDVERSCHREIBUNGSINHABER zur Verfügung stehen.
- Die GESELLSCHAFT ist als insolvenzferne Zweckgesellschaft strukturiert, ist jedoch keinesfalls sicher vor Insolvenz. Sollte die GESELLSCHAFT aus irgendeinem Grund ihren Verpflichtungen oder Verbindlichkeiten nicht nachkommen, kann ein Insolvenzverfahren eingeleitet werden. In einem solchen Fall besteht das Risiko, dass den SCHULDVERSCHREIBUNGSINHABERN ein Verlust entsteht.
- Die SCHULDVERSCHREIBUNGSINHABER können konkurrierenden Ansprüchen von SCHULDVERSCHREIBUNGSINHABERN anderer dem COMPARTMENT zugewiesener Serien sowie anderer Gläubiger der EMITTENTIN ausgesetzt sein, deren Ansprüche nicht in Zusammenhang mit der Schaffung, dem Betrieb oder der Liquidation eines COMPARTMENTS entstanden sind, wenn ausländische Gerichte mit Zuständigkeit für die einem COMPARTMENT zugewiesenen Vermögenswerte der GESELLSCHAFT die Trennung von Vermögenswerten und den diesbezüglichen beschränkten Rückgriff nicht anerkennen.
- Die EMITTENTIN ist als Partei an Verträgen mit einer Reihe von Dritten beteiligt, die sich zur Erbringung einer Reihe von Dienstleistungen in Bezug auf die COMPARTMENTVERMÖGENSWERTE verpflichtet haben. Insbesondere haben sich die Berechnungsstelle, die Zahlstelle und die Verwahrstelle zur Erbringung von Dienstleistungen in Bezug auf die COMPARTMENTVERMÖGENSWERTE verpflichtet. Sollte ein solcher Dritter seine Verpflichtungen aus einer maßgeblichen Vereinbarung nicht erfüllen, kann dies nachteilige Auswirkungen auf die SCHULDVERSCHREIBUNGSINHABER haben.

### **ABSCHNITT C – BASISINFORMATIONEN ÜBER DIE SCHULDVERSCHREIBUNGEN**

#### **Welches sind die wichtigsten Merkmale der SCHULDVERSCHREIBUNGEN?**

##### **Art, Gattung und ISIN**

Bei den SCHULDVERSCHREIBUNGEN handelt es sich um nach deutschem Recht begebene besicherte Inhaberschuldverschreibungen. Die ISIN der SCHULDVERSCHREIBUNGEN lautet LU2718166007. Die SCHULDVERSCHREIBUNGEN werden in Form von Kryptowertpapieren gemäß § 4 Abs. 3 des Gesetzes über elektronische Wertpapiere begeben und sind in ein Kryptowertpapierregister gemäß § 16 des Gesetzes über elektronische Wertpapiere eingetragen, das von der E-SEC GmbH als registerführende Stelle ("REGISTERFÜHRER") geführt wird (das "KRYPTOWERTPAPIERREGISTER"). Das Clearing der SCHULDVERSCHREIBUNGEN erfolgt über die Clearstream Banking AG. Die SCHULDVERSCHREIBUNGEN sind auf Valcambi Green Gold (der „BASISWERT“) bezogen. Anleger partizipieren über die SCHULDVERSCHREIBUNGEN an der Wertentwicklung des BASISWERTS.

Der AUSGABETAG der SCHULDVERSCHREIBUNGEN ist der 16. November 2023. Der anfängliche AUSGABESPRESIS der SCHULDVERSCHREIBUNGEN beträgt USD 100.00.

##### **Währung, Stückelung, Anzahl der begebenen SCHULDVERSCHREIBUNGEN und Laufzeit der SCHULDVERSCHREIBUNGEN**

Die SCHULDVERSCHREIBUNGEN lauten auf USD und weisen eine Stückelung von USD 100.00 auf. Die Gesamtzahl der zu begebenden SCHULDVERSCHREIBUNGEN beträgt bis zu 2.500.000 (die „GESAMTZAHL DER SCHULDVERSCHREIBUNGEN“).

Die SCHULDVERSCHREIBUNGEN haben keinen Endfälligkeitstag. Vorbehaltlich einer vorzeitigen Rückzahlung aufgrund außergewöhnlicher Ereignisse erfolgt die Rückzahlung der SCHULDVERSCHREIBUNGEN nur, (i) wenn SCHULDVERSCHREIBUNGSINHABER ihre Option ausüben und die Lieferung des BASISWERTS in Höhe der jeweiligen PHYSISCHEN LIEFERMENGE verlangen oder (ii) die EMITTENTIN ihr Kündigungsrecht ausübt und alle ausstehenden SCHULDVERSCHREIBUNGEN durch Zahlung eines Betrages in USD in Höhe des RÜCKZAHLUNGSBETRAGS zurückerhält.

##### **Mit den SCHULDVERSCHREIBUNGEN verbundene Rechte**

###### **Verzinsung**

Die SCHULDVERSCHREIBUNGEN werden nicht verzinst.

###### **Rückzahlung**

Die Rückzahlung des Produkts hängt von der Wertentwicklung des BASISWERTS ab. Die anfängliche Goldmenge ist

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abhängig von (i) dem anwendbaren Goldpreisfixing, das von der London Bullion Market Association am ANFÄNGLICHEN BEWERTUNGSTAG veröffentlicht wird, und (ii) einem von der Raiffeisen Schweiz Genossenschaft als Verwahrstelle festgelegten Zuschlag.

Die Rückzahlung der SCHULDVERSCHREIBUNGEN erfolgt, wenn:

(i) SCHULDVERSCHREIBUNGSINHABER am SCHULDVERSCHREIBUNGSINHABERAUSÜBUNGSTAG ihre Option ausüben und die Lieferung des BASISWERTS in Höhe der PHYSISCHEN LIEFERMENGE am PHYSISCHEN LIEFERUNGSTAG verlangen (für den Fall, dass ein SCHULDVERSCHREIBUNGSINHABER die Lieferung des BASISWERTS aus für ihn geltenden aufsichtsrechtlichen oder rechtlichen Gründen nicht entgegennehmen kann, kann dieser SCHULDVERSCHREIBUNGSINHABER von der EMITTENTIN die Rückzahlung der jeweiligen SCHULDVERSCHREIBUNG zu ihrem jeweiligen RÜCKZAHLUNGSBETRAG verlangen), oder

(ii) die EMITTENTIN ihr Kündigungsrecht mit einer Frist von 180 Kalendertagen gegenüber jedem SCHULDVERSCHREIBUNGSINHABER ausübt und alle ausstehenden SCHULDVERSCHREIBUNGEN durch Zahlung eines Betrages in USD in Höhe des RÜCKZAHLUNGSBETRAGS am KÜNDIGUNGSTAG DER EMITTENTIN zurückzahlt.

Vor dem ZAHLUNGSABWICKLUNGSTAG ist die EMITTENTIN nicht zur Zahlung des jeweiligen RÜCKZAHLUNGSBETRAGS verpflichtet oder bis der SCHULDVERSCHREIBUNGSINHABER dem REGISTERFÜHRER die Anweisung erteilt hat, das KRYPTOWERTPAPIERREGISTER gegen Nachweis der Zahlung oder Lieferung durch die EMITTENTIN zu ändern, um eine Änderung des Eigentums an den SCHULDVERSCHREIBUNGEN zugunsten der EMITTENTIN gemäß § 29 Abs. 1 des Gesetzes über elektronische Wertpapiere wiederzugeben.

„**PHYSISCHE LIEFERMENGE**“:  $\text{ANFÄNGLICHE GOLDMENGE} * (1 - \text{GEBÜHREN})^t$

Kann die PHYSISCHE LIEFERMENGE nicht vollumfänglich mittels marktüblicher Goldbarren für den BASISWERT erfüllt werden, werden die Beträge (abgerundet auf die dritte Dezimalstellen), die ggf. den mittels marktüblicher Goldbarren erfüllbaren Betrag übersteigen, in bar auf Grundlage der Berechnung des RÜCKZAHLUNGSBETRAGS geleistet.

„**RÜCKZAHLUNGSBETRAG**“:  $\text{ANFÄNGLICHE GOLDMENGE} * \text{GELTENDER GOLDPREIS (t)} * (1 - \text{GEBÜHREN})^t$

### Definitionen in Zusammenhang mit der Rückzahlung

„**GELTENDER GOLDPREIS**“: Der Goldpreis auf Grundlage des anwendbaren Goldpreisfixing (i) für den Fall, dass ein SCHULDVERSCHREIBUNGSINHABER die Lieferung des BASISWERTS nicht entgegennehmen kann, am 10. Geschäftstag nach Eingang des Rückzahlungsverlangens bei der EMITTENTIN oder (ii) im Falle einer vorzeitigen Rückzahlung nach Wahl der EMITTENTIN am 8. Geschäftstag vor dem KÜNDIGUNGSTAG DER EMITTENTIN. Das Goldpreisfixing ist unter <https://www.lbma.org.uk/prices-and-data/precious-metal-prices#> einsehbar.

„**GELTENDER GOLDPREIS (0)**“: Der GELTENDE GOLDPREIS zum ANFÄNGLICHEN BEWERTUNGSTAG zuzüglich eines von der Verwahrstelle auf wirtschaftlich angemessene Weise festgelegten Zuschlags zwischen 0 % und 0,30 %, der den Marktpreis des BASISWERTS widerspiegelt. Der anwendbare Zuschlag wird entsprechend den Bedingungen der SCHULDVERSCHREIBUNGEN veröffentlicht.

„**BERECHNUNGSBETRAG**“: Das Produkt aus der GESAMTZAHL DER SCHULDVERSCHREIBUNGEN und USD 100,00.

„**GEBÜHREN**“: Die (prozentual ausgedrückte) Summe aus: (i) 0,25 % p. a. (die „JÄHRLICHE GEBÜHR DER EMITTENTIN“), (ii) 1,05 % p. a. (die „STRUKTURIERUNGS GEBÜHR“) und (iii) bis zu 0,20% p. a. (die „VERWAHRGEBÜHR“), wobei jede Gebühr täglich aufläuft und vierteljährlich zahlbar ist.

„**ANFÄNGLICHE GOLDMENGE**“:  $(\text{BERECHNUNGSBETRAG} / \text{GESAMTZAHL DER SCHULDVERSCHREIBUNGEN}) / \text{GELTENDER GOLDPREIS (0)}$

„**t**“: Die Anzahl der abgelaufenen Jahre zwischen dem ANFÄNGLICHEN BEWERTUNGSTAG und (i) in Bezug auf die PHYSISCHE LIEFERMENGE dem SCHULDVERSCHREIBUNGSINHABERAUSÜBUNGSBEWERTUNGSTAG oder (ii) in Bezug auf den RÜCKZAHLUNGSBETRAG dem AUSÜBUNGSBEWERTUNGSTAG DER EMITTENTIN.

### Tage

„**ANFÄNGLICHER BEWERTUNGSTAG**“: 16. November 2023.

„**SCHULDVERSCHREIBUNGSINHABERAUSÜBUNGSTAG**“/„**KÜNDIGUNGSTAG DER EMITTENTIN**“: Vierteljährlich am letzten Geschäftstag eines jeden Kalenderquartals, beginnend mit dem letzten Geschäftstag im Dezember 2023.

„**SCHULDVERSCHREIBUNGSINHABERAUSÜBUNGSBEWERTUNGSTAG**“: Der dritte Geschäftstag nach dem SCHULDVERSCHREIBUNGSINHABERAUSÜBUNGSTAG.

„**AUSÜBUNGSBEWERTUNGSTAG DER EMITTENTIN**“: Der erste Geschäftstag nach dem KÜNDIGUNGSTAG DER EMITTENTIN.

„**PHYSISCHER LIEFERUNGSTAG**“: Ein Geschäftstag am Ort der Niederlassung der Depotbank des SCHULDVERSCHREIBUNGSINHABERS, der nicht vor dem 20. Geschäftstag liegt, nachdem wenn die SCHULDVERSCHREIBUNG durch eine Globalurkunde verbrieft ist, die SCHULDVERSCHREIBUNG, auf die sich das Lieferverlangen bezieht, an die Zahlstelle durch die Depotbank des Schuldverschreibungsinhabers übergeben wurde, oder, wenn die SCHULDVERSCHREIBUNG in Form eines Kryptowertpapiers vorliegt, die Anweisung zur Änderung des KRYPTOWERTPAPIERREGISTERS, um einen Eigentumswechsel an dem Token, der die SCHULDVERSCHREIBUNG repräsentiert, auf die sich das Lieferverlangen bezieht, zugunsten der EMITTENTIN, zu vollziehen, bei dem REGISTERFÜHRER eingegangen ist.

„**ZAHLUNGSABWICKLUNGSTAG**“: Der 20. Geschäftstag, nachdem die SCHULDVERSCHREIBUNG, auf die sich das Rückzahlungsverlangen bezieht, von der Depotbank des SCHULDVERSCHREIBUNGSINHABERS bei der Zahlstelle (im Falle einer vorzeitigen Rückzahlung nach Wahl des SCHULDVERSCHREIBUNGSINHABERS) oder beim Clearingsystem (im Falle einer vorzeitigen Rückzahlung nach Wahl der EMITTENTIN) eingereicht wurde, oder, wenn die SCHULDVERSCHREIBUNG in Form

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eines Kryptowertpapiers vorliegt, die Anweisung zur Änderung des KRYPTOWERTPAPIERREGISTERS, um einen Eigentumswechsel an dem Token, der die SCHULDVERSCHREIBUNG repräsentiert, auf die sich das Rückzahlungsverlangen bezieht, zugunsten der EMITTENTIN, zu vollziehen, bei dem REGISTERFÜHRER eingegangen ist.

### **Außerordentliche Kündigung seitens der EMITTENTIN**

Bei Eintritt eines außerordentlichen Kündigungsereignisses für die EMITTENTIN (beispielsweise bei einer Zahlungsunfähigkeit, Änderung der steuerlichen Behandlung oder einer Gesetzesänderung) ist die EMITTENTIN berechtigt, jedoch nicht verpflichtet, die SCHULDVERSCHREIBUNGEN mit einer Frist von höchstens 30 Kalendertagen durch entsprechende Erklärung gegenüber dem SCHULDVERSCHREIBUNGSINHABER gegen Zahlung des RÜCKZAHLUNGSBETRAGS zu kündigen.

### **Außerordentliche Kündigung seitens der SCHULDVERSCHREIBUNGSINHABER**

Bei Eintritt eines außerordentlichen Kündigungsereignisses für die SCHULDVERSCHREIBUNGSINHABER (beispielsweise der Nichtleistung von Zahlungen seitens der EMITTENTIN, der Nichterfüllung wesentlicher Verpflichtungen im Rahmen der SCHULDVERSCHREIBUNGEN seitens der EMITTENTIN, sofern diese Nichtleistung bzw. Nichterfüllung nicht behoben werden kann, oder bei einer die EMITTENTIN betreffenden Zahlungsunfähigkeit oder die EMITTENTIN versäumt es, die Funktionsfähigkeit des nicht funktionsfähigen KRYPTOWERTPAPIERREGISTERS innerhalb einer vom SCHULDVERSCHREIBUNGSINHABER gesetzten angemessenen Frist wiederherzustellen) sind sämtliche SCHULDVERSCHREIBUNGSINHABER berechtigt, ihre SCHULDVERSCHREIBUNGEN durch entsprechende Erklärung gegenüber der EMITTENTIN, in Kopie an die Treuhänderin, vorzeitig zu kündigen, woraufhin sämtliche SCHULDVERSCHREIBUNGEN der SCHULDVERSCHREIBUNGSINHABER, die zu diesem Zeitpunkt in Umlauf befindlich sind, sofort zur Zahlung zu ihrem jeweiligen RÜCKZAHLUNGSBETRAG fällig werden, sofern der EMITTENTIN die entsprechenden Kündigungserklärungen der SCHULDVERSCHREIBUNGSINHABER zugegangen sind, die sich auf mindestens 25 % der zu dem jeweiligen Zeitpunkt in Umlauf befindlichen GESAMTZAHL DER SCHULDVERSCHREIBUNGEN beziehen.

### **Beschlüsse der SCHULDVERSCHREIBUNGSINHABER**

Nach dem Gesetz über Schuldverschreibungen aus Gesamtemissionen aus dem Jahr 2009 können die SCHULDVERSCHREIBUNGEN Bestimmungen enthalten, die vorsehen, dass die Anleger (mit Zustimmung der EMITTENTIN) durch Beschluss eine Änderung der Bedingungen der SCHULDVERSCHREIBUNGEN vereinbaren und Entscheidungen über bestimmte andere die SCHULDVERSCHREIBUNGEN betreffende Angelegenheiten treffen können. Beschlüsse der Anleger, die entweder in einer Versammlung der Anleger in die SCHULDVERSCHREIBUNGEN oder im Wege einer Abstimmung ohne Versammlung nach Maßgabe der Bedingungen der SCHULDVERSCHREIBUNGEN ordnungsgemäß gefasst wurden, sind für sämtliche Anleger in die SCHULDVERSCHREIBUNGEN verbindlich. Für Beschlüsse, die wesentliche Änderungen der Bedingungen der SCHULDVERSCHREIBUNGEN vorsehen, ist eine Mehrheit von mindestens 75 % der Stimmen erforderlich. Andere Änderungen betreffende Beschlüsse werden mit einer einfachen Mehrheit der Stimmen gefasst.

### **Status der SCHULDVERSCHREIBUNGEN**

Die SCHULDVERSCHREIBUNGEN stellen unmittelbare und nicht nachrangige Verbindlichkeiten der EMITTENTIN dar, die durch der als Treuhänderin tätigen Chartered Investment Germany GmbH gewährte Sicherungsrechte besichert sind, die sowohl untereinander als auch mit sämtlichen anderen besicherten und nicht nachrangigen ausstehenden Verbindlichkeiten der EMITTENTIN für das COMPARTMENT im gleichen Rang stehen; hiervon ausgenommen sind Verbindlichkeiten, die nach zwingend anwendbarem Recht gegenüber den SCHULDVERSCHREIBUNGEN vorrangig sind.

Die SCHULDVERSCHREIBUNGEN unterliegen nicht der Einlagensicherung.

Bei der Begebung der SCHULDVERSCHREIBUNGEN handelt die GESELLSCHAFT ausschließlich im Auftrag ihres COMPARTMENT. Sämtliche Ansprüche und Forderungen aus oder gemäß den SCHULDVERSCHREIBUNGEN sind auf die COMPARTMENTVERMÖGENSWERTE beschränkt. Wenn die COMPARTMENTVERMÖGENSWERTE nicht ausreichen, um die Ansprüche sämtlicher Anleger aus den SCHULDVERSCHREIBUNGEN vollumfänglich zu befriedigen, haftet die EMITTENTIN nicht gegenüber den Anlegern für etwaige Fehlbeträge und die Anleger können keine weiteren Ansprüche gegenüber der EMITTENTIN geltend machen.

### **Handelbarkeit der SCHULDVERSCHREIBUNGEN**

Die SCHULDVERSCHREIBUNGEN sind, vorbehaltlich der Angebots-, Verkaufs- und Übertragungsbeschränkungen für die Vereinigten Staaten, den Europäischen Wirtschaftsraum, das Vereinigte Königreich und vorbehaltlich der Gesetze von Ländern, in denen die SCHULDVERSCHREIBUNGEN angeboten oder verkauft werden, sowie der geltenden Regeln und Verfahren des maßgeblichen Clearingsystems, übertragbar.

### **Wo werden die SCHULDVERSCHREIBUNGEN gehandelt?**

Es ist derzeit nicht beabsichtigt, dass die SCHULDVERSCHREIBUNGEN in den Handel an einem regulierten Markt einbezogen werden.

### **Welches sind die zentralen Risiken, die für die SCHULDVERSCHREIBUNGEN spezifisch sind?**

- Das Risiko potenzieller Verluste aus der künftigen Wertentwicklung wird als mittel eingestuft. Bei ungünstigen Marktbedingungen ist es möglich, dass die Fähigkeit der EMITTENTIN, Anleger auszuzahlen, beeinträchtigt sein wird. Dieses Produkt beinhaltet keinen Schutz vor künftigen Marktentwicklungen, sodass Anleger das gesamte angelegte Kapital oder einen Teil davon verlieren könnten. Die SCHULDVERSCHREIBUNGEN sind auf Gold basiert und bezogen.

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Potenzielle Anleger sollten beachten, dass der Wert jeder SERIE von Änderungen des Goldpreises beeinflusst werden wird. Die Wertentwicklung eines Edelmetalls wie Gold ist von verschiedenen Faktoren abhängig, insbesondere Angebot und Nachfrage, Liquidität, Naturkatastrophen, direkte Investitionskosten, Standort, Änderungen der Steuersätze sowie Änderungen von Rechtsvorschriften und der Aktivitäten von Regierungs- oder Aufsichtsbehörden, wie jeweils im Folgenden näher ausgeführt wird. Die Preise von Edelmetallen sind grundsätzlich volatil als die Preise der meisten anderen Anlageklassen.

- Die SCHULDVERSCHREIBUNGEN werden nicht verzinst. Folglich erhalten die SCHULDVERSCHREIBUNGSINHABER keine laufenden Zahlungen und ihnen wird die Anlage in die SCHULDVERSCHREIBUNGEN nicht vergütet. Im Hinblick auf die Rendite ihrer SCHULDVERSCHREIBUNGEN sind die SCHULDVERSCHREIBUNGSINHABER auf die Wertentwicklung des BASISWERTS angewiesen.
- Die SCHULDVERSCHREIBUNGEN haben keinen Endfälligkeitstag und werden nur zurückgezahlt, falls (i) der SCHULDVERSCHREIBUNGSINHABER seine Option ausübt und Lieferung des BASISWERTS in der jeweiligen PHYSISCHEN LIEFERMENGE verlangt oder (ii) die EMITTENTIN ihr Kündigungsrecht ausübt und die in Umlauf befindlichen SCHULDVERSCHREIBUNGEN durch Zahlung des RÜCKZAHLUNGSBETRAGS zurückzahlt. Es kann nicht gewährleistet werden, dass der RÜCKZAHLUNGSBETRAG höher ausfällt als der von einem SCHULDVERSCHREIBUNGSINHABER in die SCHULDVERSCHREIBUNG investierte Betrag oder diesem entspricht, da die PHYSISCHE LIEFERMENGE und der RÜCKZAHLUNGSBETRAG ausschließlich vom anwendbaren Goldpreisfixing abhängen. Aus diesem Grund kann der RÜCKZAHLUNGSBETRAG auch null betragen.
- Die Bedingungen der SCHULDVERSCHREIBUNGEN enthalten Bestimmungen, durch die die Ansprüche der Inhaber der SCHULDVERSCHREIBUNGEN auf diejenigen COMPARTMENTVERMÖGENSWERTE beschränkt werden, die im Zusammenhang mit einer bestimmten SERIE entstanden sind (die „SERIENVERMÖGENSWERTE“). Die Rechte der SCHULDVERSCHREIBUNGSINHABER an den Vermögenswerten der EMITTENTIN sind auf die SERIENVERMÖGENSWERTE beschränkt. Die SERIENVERMÖGENSWERTE werden unter den SCHULDVERSCHREIBUNGSINHABERN und den Gläubigern der EMITTENTIN nach Maßgabe der in den Bedingungen der SCHULDVERSCHREIBUNGEN festgelegten Zahlungsrangfolge aufgeteilt. Insbesondere wird die EMITTENTIN etwaige Gebühren, Kosten und Auslagen im Zusammenhang mit den SCHULDVERSCHREIBUNGEN zahlen müssen, bevor sie Zahlungen im Rahmen der SCHULDVERSCHREIBUNGEN an die SCHULDVERSCHREIBUNGSINHABER leistet. Die EMITTENTIN wird nicht zu weiteren Zahlungen und/oder Lieferungen an SCHULDVERSCHREIBUNGSINHABER verpflichtet sein, die über die aus der Verwertung der SERIENVERMÖGENSWERTE vereinnahmten Beträge hinausgehen. Nach Verwendung des Verwertungserlöses der SERIENVERMÖGENSWERTE nach Maßgabe der Bedingungen der SCHULDVERSCHREIBUNGEN erlöschen die Ansprüche der SCHULDVERSCHREIBUNGSINHABER auf etwaige Fehlbeträge und die SCHULDVERSCHREIBUNGSINHABER können den Fehlbetrag nicht durch weitere Maßnahmen eintreiben. Insbesondere sind die SCHULDVERSCHREIBUNGSINHABER nicht berechtigt, infolge eines Fehlbetrags auf die Auflösung, Abwicklung oder Insolvenz der GESELLSCHAFT gerichtete Anträge zu stellen oder vergleichbare Verfahren einzuleiten. Die Nichtleistung einer Zahlung für einen Fehlbetrag stellt unter keinen Umständen einen Kündigungsgrund nach den Bedingungen der SCHULDVERSCHREIBUNGEN dar. Ein etwaiger Fehlbetrag im Rahmen des COMPARTMENTS wird von den SCHULDVERSCHREIBUNGSINHABERN getragen.
- Wenn die SCHULDVERSCHREIBUNGSINHABER ihre Option ausüben und physische Lieferung verlangen, werden sie die PHYSISCHE LIEFERMENGE erhalten, die nach Maßgabe der Bedingungen der SCHULDVERSCHREIBUNGEN bestimmt wird. Es kann nicht gewährleistet werden, dass der Wert der PHYSISCHEN LIEFERMENGE höher ausfällt als der von einem SCHULDVERSCHREIBUNGSINHABER in die SCHULDVERSCHREIBUNGEN investierte Betrag oder diesem entspricht, insbesondere wenn der Goldpreis seit dem Zeitpunkt der Anlage des SCHULDVERSCHREIBUNGSINHABERS nicht hinreichend gestiegen ist, um die verringerten GEBÜHREN auszugleichen.
- Der RÜCKZAHLUNGSBETRAG wird unter Bezugnahme auf den GELTENDEN GOLDPREIS bestimmt. Es kann nicht gewährleistet werden, dass der RÜCKZAHLUNGSBETRAG höher ausfällt als der von einem SCHULDVERSCHREIBUNGSINHABER in die SCHULDVERSCHREIBUNGEN investierte Betrag oder diesem entspricht, insbesondere wenn der Goldpreis seit dem Zeitpunkt der Anlage des SCHULDVERSCHREIBUNGSINHABERS nicht hinreichend gestiegen ist, um die verringerten GEBÜHREN auszugleichen. Wenn der Goldpreis auf null fällt oder gegen null tendiert, können Anleger den gesamten Wert ihrer Anlage in die SCHULDVERSCHREIBUNGEN verlieren.
- Es kann ein Störungsereignis eintreten, wenn eine Störung des Goldhandels vorliegt, bei der es sich u. a. um eine wesentliche Aussetzung, Einschränkung oder dauerhafte Einstellung des Goldhandels und/oder der Goldabwicklung im Freiverkehr oder die vorübergehende oder dauerhafte Schließung einer Hauptbörse oder eines Handelssystems für den Goldhandel handeln kann. SCHULDVERSCHREIBUNGSINHABERN sollte bewusst sein, dass der Eintritt eines Störungsereignisses (und der Aufschiebung oder die Aussetzung seitens der Berechnungsstelle eines daraus folgenden Verlangens nach Rückzahlung der SCHULDVERSCHREIBUNGEN) eine nachteilige Auswirkung auf die Berechnung der

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PHYSISCHEN LIEFERMENGE und/oder den Zeitplan für die vorzeitige Rückzahlung der SCHULDVERSCHREIBUNGEN haben kann.

- Der SCHULDVERSCHREIBUNGSINHABER ist dem Risiko ausgesetzt, das mit der Verwendung der Distributed-Ledger-Technologie verbunden ist. Technologische Entwicklungen in den Bereichen Kryptografie, Code-Entschlüsselung, Quantencomputer usw. können ein Risiko für die Sicherheit von Kryptowerten darstellen und potenziell Kursmanipulationen oder Angriffe auf das Konsensverfahren durch Miner und Andere erleichtern. Aufgrund des digitalen Charakters von Kryptowerten sind sie ein attraktives Ziel für Betrug, Diebstahl und Cyberangriffe. Die SCHULDVERSCHREIBUNGSINHABER sind den Folgen von Betrug, Diebstahl und Cyberangriffen in Bezug auf ihre im KRYPTOWERTPAPIERREGISTER eingetragenen Anlagen unmittelbar ausgesetzt. Der Protokollcode des dem KRYPTOWERTPAPIERREGISTER zugrunde liegenden Distributed-Ledger-Netzwerks (das "**DLT-NETZWERK**") kann von Zeit zu Zeit von den Entwicklern und/oder der Nutzergemeinschaft aktualisiert, ergänzt, geändert oder modifiziert werden. Es ist möglich, dass eine solche Aktualisierung, Ergänzung, Änderung oder Modifikation die Funktionalität des KRYPTOWERTPAPIERREGISTER beeinträchtigt. Es besteht das Risiko, dass ein solcher Quellcode oder ein solches Protokoll fehlerhaft sein kann. Ein solcher Fehler könnte die Integrität und Sicherheit des betroffenen DLT-NETZWERK und des KRYPTOWERTPAPIERREGISTER beeinträchtigen.

### **ABSCHNITT D – BASISINFORMATIONEN ÜBER DAS ÖFFENTLICHE ANGEBOT DER SCHULDVERSCHREIBUNGEN UND/ODER DIE ZULASSUNG ZUM HANDEL AN EINEM GEREGLTEN MARKT**

#### **Zu welchen Konditionen und nach welchem Zeitplan kann ich in die SCHULDVERSCHREIBUNGEN investieren?**

Die SCHULDVERSCHREIBUNGEN werden am 16. November 2023 (der „**AUSGABETAG**“) begeben und zu dem anfänglichen Ausgabepreis von USD 100,00 je SCHULDVERSCHREIBUNG angeboten (der "**AUSGABESPREIS**"). Das Emissionsvolumen beläuft sich auf bis zu 2.500.000 SCHULDVERSCHREIBUNGEN.

Die SCHULDVERSCHREIBUNGEN werden in Luxemburg, Deutschland, Liechtenstein, Österreich und der Schweiz (die „**ANGEBOTSLÄNDER**“) in der Zeit vom 16. November 2023 angeboten und das öffentliche Angebot endet an dem Tag, an dem die Gültigkeitsdauer des BASISPROSPEKTS oder eines Nachfolge-Basisprospekts abläuft. Die EMITTENTIN behält sich das Recht vor, das Angebot nach eigenem Ermessen zu einem früheren Zeitpunkt zu beenden. Im Falle einer Verkürzung der Angebotsfrist wird die EMITTENTIN eine Mitteilung unter [www.chartered-opus.com](http://www.chartered-opus.com) veröffentlichen.

Der EMITTENTIN werden voraussichtlich Provisionen und andere Kosten im Zusammenhang mit dem Angebot in Höhe von ungefähr EUR 0 entstehen. Sämtliche Kosten im Zusammenhang mit der physischen Lieferung von Gold werden vom SCHULDVERSCHREIBUNGSINHABER getragen. Zu diesen Kosten können Kosten im Zusammenhang mit der Ausübung, die von der Depotbank des SCHULDVERSCHREIBUNGSINHABERS in Rechnung gestellt werden, Kosten für die Herstellung von Goldbarren, Transportkosten, Kosten der Transportversicherung, Steuern, Zölle und Abgaben und Kosten für den Abschluss eines Kurses zur erfolgreichen Geldwäscheprävention zählen.

#### **Weshalb wird der BASISPROSPEKT erstellt?**

Der BASISPROSPEKT ermöglicht das öffentliche Angebot der in seinem Rahmen begebenen SCHULDVERSCHREIBUNGEN. Die EMITTENTIN wird den Erlös aus der Begebung der SCHULDVERSCHREIBUNGEN für den Erwerb der SERIENVERMÖGENSWERTE verwenden, unter der Voraussetzung, dass der BASISWERT aus physischem Gold bestehen wird. Der geschätzte Nettoerlös entspricht dabei dem Bruttoerlös.

Das Angebot der SCHULDVERSCHREIBUNGEN steht nicht unter der Bedingung des Vorliegens eines bindenden Zeichnungsvertrages.

Die an der Begebung und Bedienung der SCHULDVERSCHREIBUNGEN beteiligten Parteien sowie die jeweils mit ihnen verbundenen Unternehmen können Gebühren, Provisionen oder sonstige Kosten, die Teil des Ausgabepreises sind, vereinnahmen, es kann sich bei ihnen jeweils um die verbundenen Unternehmen der EMITTENTIN bzw. gleichen juristischen Person handeln und sie können jeweils auch eine andere Funktion in Bezug auf die SCHULDVERSCHREIBUNGEN übernehmen. Infolge dieser Beziehung sowie anderer Beziehungen können potenzielle Interessenkonflikte zwischen diesen Parteien und den SCHULDVERSCHREIBUNGSINHABERN entstehen. Diese Parteien und die jeweils mit ihnen verbundenen Unternehmen können darüber hinaus Geschäfte abschließen, die den BASISWERT beeinflussen. Solche Geschäfte können sowohl positive als auch negative Auswirkungen auf den BASISWERT und damit auch auf den Wert der SCHULDVERSCHREIBUNGEN haben.

Abgesehen von den vorstehend aufgeführten haben, soweit der EMITTENTIN bekannt ist, keine an der Begebung der SCHULDVERSCHREIBUNGEN beteiligten Personen ein für das Angebot wesentliches Interesse, einschließlich gegenläufiger Interessen.