

13 October 2022

## **OPUS (PUBLIC) CHARTERED ISSUANCE S.A.**

*(a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg)*

(the "**Company**" and, acting in respect of one of its Compartments, the "**Issuer**")

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1ST SUPPLEMENT DATED 13 OCTOBER 2022

TO THE

**BASE PROSPECTUS**

FOR

**SECURED GOLD TRACKER NOTES**

DATED 23 AUGUST 2022

(THE "**BASE PROSPECTUS**")

(THE "**1ST SUPPLEMENT**")

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This 1<sup>st</sup> Supplement constitutes a supplement within the meaning of Art. 23(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the "**Prospectus Regulation**") relating to the Base Prospectus of the Company relating to issues of non-equity securities within the meaning of Article 2 (c) of the Prospectus Regulation (the "**Supplement**").

During the validity period of the Base Prospectus and for so long as any Notes issued in connection with the Base Prospectus are offered to the public, copies of this Supplement and of the Base Prospectus, as amended from time to time, and all documents incorporated by reference in the Base Prospectus may be inspected free of charge at [www.bourse.lu](http://www.bourse.lu) (or any successor site) or [www.chartered-opus.com](http://www.chartered-opus.com) (or any successor site).

The Issuer assumes responsibility for the information contained in this Supplement. The Issuer declares that it has taken all reasonable care to ensure that the information contained in this Supplement is factually correct and has not omitted anything likely to affect the import of such information. This Supplement should be read as a supplement to and in conjunction with the Base Prospectus. To the extent there is any discrepancy between the information contained in this Supplement and the information contained in the Base Prospectus or any information incorporated in the Base Prospectus, the information contained in this Supplement shall prevail.

This Supplement is intended to add certain new Depository Agents to the Base Prospectus for storing the Underlying on behalf of the Issuer.

This Supplement has been approved by the *Commission de Surveillance du Secteur Financier* ("**CSSF**") of the Grand Duchy of Luxembourg as the competent authority pursuant to the Prospectus Regulation. The Issuer has requested the CSSF to provide the competent authorities in Germany, Liechtenstein, Spain, Sweden, Portugal, Austria, Denmark with a certificate of approval attesting that this Supplement has been drawn up in accordance with the Prospectus Regulation

Capitalised terms used but not defined in this Supplement shall be as defined in the Base Prospectus.

## **NOTICE TO INVESTORS**

**In accordance with Art. 23 (2a) Prospectus Regulation, investors who have already agreed to purchase or subscribe for the Notes before this Supplement is published shall have the right, exercisable within three working days after the publication of this Supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy pursuant to Art. 23 (1) Prospectus Regulation arose or was noted before the closing of the offer period or the delivery of the Notes, whichever occurred first.**

**A right of withdrawal is only granted to those investors who had already agreed to purchase or subscribe for the Notes before the Supplement was published and where the Notes had not yet been delivered to the investors at the time when the significant new factor, material mistake or material inaccuracy arose or was noted.**

**The withdrawal (which does not have to be justified) must be declared in text form to the entity to which the respective investor has submitted his declaration of intent to purchase or subscribe the Notes. If the Issuer was the counterparty to the purchase transaction, the revocation must be addressed to Opus (Public) - Chartered Issuance S.A., 6, rue Eugène Ruppert, L- 2453 Grand Duchy of Luxembourg.**

**Timely submission of the declaration is sufficient for compliance with the withdrawal period. The withdrawal period ends on 18 October 2022.**

1. On page 6 et seq. of the Base Prospectus under the section 1.4 "*General Description of the Programme – Collateral of Notes; enforcement*", the first paragraph shall be deleted in its entirety and replaced by the following:

"

The Notes are secured by security interests comprising (i) a pledge over the Issuer's physical gold (as specified in the Final Terms) held in an account either with Raiffeisen Switzerland Cooperative, EFG Bank AG, Bank CIC (Schweiz) AG, Bank Cler AG, Bank J. Safra Sarasin AG, Bank Julius Bär & Co. AG, BERGOS AG, Privatbank IHAG Zürich AG, Cornèr Banca SA, Rothschild & Co Bank AG, Migros Bank AG, LGT Bank AG, LGT Bank (Schweiz) AG or Bank Vontobel AG (as specified in the Final Terms) acting as depository agent (the "**Depository Agent**") governed by Swiss law (the "**Physical Gold Account Pledge**"), (ii) a pledge over the Book Entry Gold (as defined in section 2.1.1 below) held in an account with the Depository Agent governed by Swiss law (the "**Book Entry Gold Account Pledge**"), and (iii) a pledge over a cash account (the "**Cash Account**") with the cash account bank (as specified in the Final Terms) (the "**Cash Account Bank**") governed by Luxembourg law (the "**Cash Account Pledge**"), together with the Physical Gold Account Pledge and the Book Entry Gold Account Pledge, the "**Provided Collateral**"). The Provided Collateral shall secure the Issuer's obligations in respect of the Notes.

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2. On page 11 of the Base Prospectus, the section 2.2.3 "*Risks related to the Issuer's business activities and industry – Reliance on third parties*" shall be deleted in its entirety and replaced by the following:

"

#### **2.2.3 Reliance on third parties**

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 as specified in the Final Terms (the "**Paying Agent**") and either Raiffeisen Switzerland Cooperative, EFG Bank AG, Bank CIC (Schweiz) AG, Bank Cler AG, Bank J. Safra Sarasin AG, Bank Julius Bär & Co. AG, BERGOS AG, Privatbank IHAG Zürich AG, Cornèr Banca SA, Rothschild & Co Bank AG, Migros Bank AG, LGT Bank AG, LGT Bank (Schweiz) AG or Bank Vontobel AG (as specified in the Final Terms) acting as depository agent (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. No assurance can be given that the creditworthiness of the parties to the Transaction Documents will not deteriorate in the future or none of the parties will become insolvent. This may affect the performance of their respective obligations under the respective Transaction Documents. In such case, there is a risk that the Noteholders may suffer a loss.

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3. On page 33 of the Base Prospectus, the definition of the term "Depository Agent" in section 6 "*Terms and Conditions – Part A: Product Conditions*" for Product Variant A in sub-section 1.7 shall be deleted in its entirety and replaced by the following:

"

"**Depository Agent**" means [Raiffeisen Switzerland Cooperative][EFG Bank AG][Bank CIC (Schweiz) AG][Bank Cler AG][Bank J. Safra Sarasin AG][Bank Julius Bär & Co. AG][BERGOS AG][Privatbank IHAG Zürich AG][Cornèr Banca SA][Rothschild & Co Bank AG][Migros Bank

AG][LGT Bank AG][LGT Bank (Schweiz) AG][Bank Vontobel AG], being an institution for storing the Underlying on behalf of the Issuer.

"

4. On page 52 of the Base Prospectus, the definition of the term "Depository Agent" in section 6 "Terms and Conditions – Part A: Product Conditions" for Product Variant B in sub-section 1.6 shall be deleted in its entirety and replaced by the following:

"

**"Depository Agent"** means [Raiffeisen Switzerland Cooperative][EFG Bank AG][Bank CIC (Schweiz) AG][Bank Cler AG][Bank J. Safra Sarasin AG][Bank Julius Bär & Co. AG][BERGOS AG][Privatbank IHAG Zürich AG][Cornèr Banca SA][Rothschild & Co Bank AG][Migros Bank AG][LGT Bank AG][LGT Bank (Schweiz) AG][Bank Vontobel AG], being an institution for storing the Underlying on behalf of the Issuer.

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5. On page 72 of the Base Prospectus, the definition of the term "Depository Agent" in section 6 "Terms and Conditions – Part A: Product Conditions" for Product Variant C in sub-section 1.6 shall be deleted in its entirety and replaced by the following:

"

**"Depository Agent"** means [Raiffeisen Switzerland Cooperative][EFG Bank AG][Bank CIC (Schweiz) AG][Bank Cler AG][Bank J. Safra Sarasin AG][Bank Julius Bär & Co. AG][BERGOS AG][Privatbank IHAG Zürich AG][Cornèr Banca SA][Rothschild & Co Bank AG][Migros Bank AG][LGT Bank AG][LGT Bank (Schweiz) AG][Bank Vontobel AG], being an institution for storing the Underlying on behalf of the Issuer.

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6. On page 110 of the Base Prospectus under the section 8 "Overview of the Parties involved and their functions", the table shall be deleted in its entirety and replaced by the following:

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Party	Function
Intertrust (Luxembourg) S.à r.l., 6, rue Eugène Ruppert L-2453, Luxembourg	<b>"Administrator"</b>
Means an agent as may be specified in the Final Terms.	<b>"Calculation Agent"</b>
Means a financial institution as may be specified in the Final Terms.	<b>"Cash Account Bank"</b>
Means any of the following agents as may be specified in the Final Terms:	<b>"Depository Agent"</b>
Raiffeisen Switzerland Cooperative, Raiffeisenplatz, 9001 St. Gallen, Switzerland	
EFG Bank AG, Bleicherweg 8, 8001 Zurich, Switzerland	
Bank CIC (Schweiz) AG, Marktplatz 13, 4001 Basel, Switzerland	

Bank Cler AG, Aeschenplatz 3, 4052 Basel, Switzerland	
Bank J. Safra Sarasin AG, Elisabethenstr. 62, 4051 Basel, Switzerland	
Bank Julius Bär & Co. AG, Bahnhofstrasse 36, 8001 Zurich, Switzerland	
BERGOS AG, Kreuzstrasse 5, 8008 Zurich, Switzerland	
Privatbank IHAG Zürich AG, Bleicherweg 18, 8002 Zurich, Switzerland	
Cornèr Banca SA, Via Canova 16, 6900 Lugano, Switzerland	
Rothschild & Co Bank AG, Zollikerstrasse 181, 8008 Zurich, Switzerland	
Migros Bank AG, Seidengasse 12, 8001 Zurich, Switzerland	
LGT Bank AG, Herrengasse 12, 9490 Vaduz, Liechtenstein	
LGT Bank (Schweiz) AG, Lange Gasse 15, 4002 Basel, Switzerland	
Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland	
Means an agent as may be specified in the Final Terms.	<b>"Paying Agent"</b>
Chartered Investment Germany GmbH, Fürstenwall 172a, 40217 Düsseldorf, Federal Republic of Germany	<b>"Servicer"</b>
Means an advisor as may be specified in the Final Terms.	<b>"Structuring Advisor"</b>
Chartered Investment Germany GmbH, Fürstenwall 172a, 40217 Düsseldorf, Federal Republic of Germany	<b>"Trustee"</b>
(jointly the <b>"Parties"</b> ).	

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7. On pages 151 et seqq. of the Base Prospectus, in section 13 "*ANNEX 2 - Trust Agreement - Anlage 2 / Annex 2 Pfandvertrag / Pledge Agreement*" all references to "Raiffeisen Schweiz Genossenschaft" or "Raiffeisen Switzerland Cooperative" in this template should be read and understood as references to either "Raiffeisen Switzerland Cooperative", "EFG Bank AG", "Bank CIC (Schweiz) AG", "Bank Cler AG", "Bank J. Safra Sarasin AG", "Bank Julius Bär & Co. AG", "BERGOS AG", "Privatbank IHAG Zürich AG", "Cornèr Banca SA", "Rothschild & Co Bank AG", "Migros Bank AG", "LGT Bank AG", "LGT Bank (Schweiz) AG" or "Bank Vontobel AG", as applicable for the relevant Compartment.