

## Exchange Traded Product on Adaptivv Downside Control World Index

Open End; issued in USD; listed on SIX Swiss Exchange, BX Swiss

ISIN CH1271355690 | Swiss Security Number 127135569 | SIX Symbol ADWI | BX Symbol ADWI

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

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

### For Switzerland:

This Product is a derivative instrument according to Swiss law. It does not qualify as unit of a collective investment scheme pursuant to articles 7 et seqq. of the Swiss Federal Act on Collective Investment Schemes ("CISA") and is therefore neither registered nor supervised by the Swiss Financial Market Supervisory Authority ("FINMA"). Investors do not benefit from the specific investor protection provided under the CISA. This document constitutes advertising within the meaning of article 68 of the Swiss Federal Act on Financial Services ("FinSA"). This document is a termsheet prepared in view of the issuance of the Products and neither a prospectus within the meaning of articles 35 et seqq. of the FinSA, nor a private placement documentation, nor a key information document according to articles 58 et seqq. of the FinSA or any equivalent document under the FinSA. The information contained in this document is not complete and is subject to completion and amendment. This document has neither been reviewed nor approved by a reviewing body pursuant to articles 51 et seqq. FinSA. This document does not, and is not intended to, constitute or contain an offer or invitation to sell, and it is not soliciting offers to buy, the Product in any jurisdiction where such offer or sale is not permitted.

### Product Description

This Product replicates the price movements of the Underlying (adjusted by the  $AF_t$ , Conversion Ratio<sub>t</sub>, and FX Rate, as further outlined herein) and is therefore in terms of risks comparable to a direct investment in the Underlying. On the Redemption Date the Investor will receive a Cash Settlement as further described under "Redemption". The Product is an Exchange Traded Product, which is issued as a TCM Product and collateralised in accordance with the Terms for TCM Products pursuant to the TCM Security Agreement and subject to compliance with the respective regulations of the relevant exchange (as defined under General Information below).

TCM Products are products with a reduced issuer risk as further described under "Information about TCM-Collateralisation". This protection is provided by means of a collateral pledge. The Issuer ("Collateral Provider") has entered into the Security Agreement with SIX Repo AG ("Collateral Agent") and SIX SIS AG ("Collateral Custodian") to secure the value of the TCM Product at any given time. The collateral is booked to an account ("Collateral Account") of the Collateral Provider with the Collateral Custodian. The Collateral Custodian, acting as an independent third party, manages both the Collateral Account and the collateral assignment for the TCM Product. The Collateral Provider has no right to dispose of the collateral in the Collateral Account or to close or transfer the Collateral Account. The Collateral Agent acts in accordance with the Security Agreement as the direct representative of the Investors. In the case of certain events, the Collateral Agent will use and liquidate the collateral in favour of the Investors.

### UNDERLYING

Underlying	Index Sponsor	Index Calculation Agent	Bloomberg Ticker	Initial Fixing Level (100%)*
Adaptivv Downside Control World Index	Adaptivv Financial Technologies AG	LIXX GmbH	ADAPTW	USD 783.86

### PRODUCT DETAILS

<b>Swiss Security Number</b>	<b>127135569</b>
<b>ISIN</b>	<b>CH1271355690</b>
<b>SIX Symbol</b>	<b>ADWI</b>
<b>BX Symbol</b>	<b>ADWI</b>
<b>Issue Price</b>	USD 78.386
<b>Issue Size</b>	500'000 Product(s) (can be increased at any time)
<b>Settlement Currency</b>	USD
<b>Initial Conversion Ratio (Conversion Ratio<sub>0</sub>)</b>	0.1
<b>Administration Fee (AF)</b>	0.95% p.a. (deducted pro rata temporis) The Administration Fee reduces the redemption amount subject to the holding period and has a negative effect on the secondary market prices.

### DATES

<b>Initial Fixing Date</b>	31/05/2023
<b>Issue Date</b>	10/07/2023
<b>First Exchange Trading Date</b>	10/07/2023 (anticipated)
<b>Last Trading Day/Time</b>	Open-end

\* levels are expressed in percentage of the Initial Fixing Level

<b>Final Fixing Date</b>	As specified by the Issuer in his Termination Announcement or, the 5th Exchange Business Day following the day, on which the duly completed and signed Redemption Notice is delivered to the Authorized Participant (subject to Market Disruption Event provisions)
<b>Redemption Date</b>	Means the 5th Business Day following the Final Fixing Date (subject to Settlement Disruption Event provisions)

## REDEMPTION

The Investor is entitled to receive from the Issuer on the Redemption Date per each Product a Cash Settlement in the Settlement Currency equal to the **Value<sub>t</sub>** on the Final Fixing Date and calculated as follows:

$$\text{Value}_t = \text{Conversion Ratio}_t \times \text{Final Fixing Level} \times \text{FX Rate}_t - \text{AF}_t$$

<b>Initial Fixing Level</b>	Official close of the Underlying on the Initial Fixing Date as calculated and published by the Index Sponsor and as determined by the Calculation Agent.
<b>Final Fixing Level</b>	Official close of the Underlying on the Final Fixing Date as calculated and published by the Index Sponsor and as determined by the Calculation Agent.
<b>Fixing Level<sub>t</sub></b>	The official closing price of the Underlying on calendar day t (or if such official closing price is not available the last available official closing price of the Underlying) as calculated and published by the Index Sponsor and/or the Index Calculation Agent and as determined by the Calculation Agent.
<b>Issuer's Termination Right</b>	The Issuer has the unconditional right to call all Products with immediate effect, with a five Business Days period of notice prior to the Final Fixing Date (the " <b>Termination Right</b> ") by announcement (the " <b>Termination Announcement</b> ") on the Lead Manager's website, all in accordance with the General Terms and Conditions of the Programme. The Termination Announcement will specify the Last Trading Day and Final Fixing Date. In case of an exercise of the Issuer's Termination Right, the Issuer will pay to the Investor a Cash Settlement in the Settlement Currency that shall be the Fair Market Value of the Product.
<b>Investor's Termination Right</b>	Each Investor has an annual right, on 31/05 for the first time on 31/05/2024 (such day being the Final Fixing Date; Following Business Day Convention will apply) to call the Products for redemption, by delivering a duly completed and signed Redemption Notice to the Authorized Participant in accordance with the General Terms and Conditions of the Programme (notice to be received by the Authorized Participant no later than 07.00 am CET on the 10th Business Day preceding the respective Final Fixing Date). Following such announcement the Products will be redeemed on the Redemption Date for a value equal to the Value <sub>t</sub> on the Final Fixing Date as determined by the Calculation Agent.
<b>Conversion Ratio<sub>t</sub></b>	The Conversion Ratio on calendar day t and determined by the Calculation Agent as follows: $\text{Conversion Ratio}_t = \text{Conversion Ratio}_{t-1} - \text{AF}_t / (\text{Fixing Level}_t \times \text{FX Rate}_t)$
<b>Administration Fee (AF<sub>t</sub>)</b>	The Administration Fees on calendar day t and determined by the Calculation Agent as follows: $\text{AF}_t = \text{Value}_{t-1} \times \text{AF} \times \text{Day Count}_t$
<b>Day Count<sub>t</sub></b>	The actual number of calendar days between (and including) calendar day t-1 to (and excluding) the current calendar day t divided by 360.
<b>FX Rate<sub>t</sub></b>	Prevailing foreign exchange rate on calendar day t used for exchanging the Underlying's currency into the Settlement Currency, as reasonably determined by the Calculation Agent. For an Underlying quoted in the Settlement Currency this value will be equal to 1.

## GENERAL INFORMATION

<b>Issuer</b>	Leonteq Securities AG, Guernsey Branch, St Peter Port, Guernsey (Rating: Fitch BBB- with positive outlook, JCR BBB+ with stable outlook, Supervisory Authority: FINMA / GFSC)
<b>Collateral Provider (TCM)</b>	Leonteq Securities AG, Guernsey Branch, St Peter Port, Guernsey
<b>Collateral Agent (TCM)</b>	SIX Repo AG, Zurich, Switzerland
<b>Collateral Custodian (TCM)</b>	SIX SIS AG, Olten, Switzerland
<b>Authorized Participant</b>	Leonteq Securities AG, Zurich, Switzerland
<b>Lead Manager</b>	Leonteq Securities AG, Zurich, Switzerland
<b>Calculation Agent</b>	Leonteq Securities AG, Zurich, Switzerland
<b>Paying Agent</b>	Leonteq Securities AG, Zurich, Switzerland
<b>Distribution Fees</b>	No Distribution Fees
<b>Listing/Exchange</b>	SIX Swiss Exchange AG; traded on SIX Swiss Exchange - Exchange Traded Products (ETPs) BX Swiss AG; traded on BX Swiss Exchange - Exchange Traded Products (ETPs) There is no obligation of the Issuer and/or the Lead Manager or any third party to list the Product or apply for admission to trading at issuance or during the term of the Product. In case of a listed/admitted Product, there is no obligation to maintain a listing/admission during the term of the Product.
<b>Secondary Market</b>	Daily price indications will be available from 09:00 - 17:30 CET on <a href="http://www.leonteq.com">www.leonteq.com</a> , Refinitiv [SIX Symbol].S or [ISIN]=LEOZ and Bloomberg [ISIN] SW Equity or on LEOZ.
<b>Quotation Type</b>	Secondary market prices are quoted in the Settlement Currency, per Product.
<b>Settlement Type(s)</b>	Cash Settlement
<b>Minimum Investment</b>	1 Product(s)
<b>Minimum Trading Lot</b>	1 Product(s)
<b>Minimum Redemption Number</b>	1 Product(s)
<b>Maximum Redemption Number</b>	1 Product(s)
<b>Clearing</b>	SIX SIS Ltd

<b>Depository</b>	SIX SIS Ltd
<b>Public Offering only in</b>	Switzerland
<b>Form</b>	Uncertificated Securities
<b>Governing Law / Jurisdiction</b>	Swiss / Zurich

**The definition “Issuing Party/Parties” as used herein, means the Issuer, as indicated in section “General Information”.**

#### TAXATION SWITZERLAND

**Swiss Federal Stamp Duty** For Swiss stamp duty purpose, the Product is treated as analogous to a bond. Therefore, secondary market transactions are in principle subject to Swiss stamp duty (TK22).

**Swiss Federal Income Tax (for private investors with tax domicile in Switzerland)** Any reinvested dividend and interest income from the Underlying are subject to income tax. The taxable income (if any) earned by the Product is annually reported to the Swiss Federal Tax Administration. For private Investors with tax domicile in Switzerland holding the Product as part of their private property, the reported income (if any) is subject to the Federal Direct Tax. In the absence of tax reporting, taxable income is determined based on a fair market return, taking into account the asset classes of the Underlying. Any dividend payments are subject to the Federal Direct Tax on the respective payment date.

The tax treatment regarding the cantonal and communal income taxes can differ from the tax treatment regarding the Federal Direct Tax. But in general the income tax treatments are corresponding.

**Swiss Withholding Tax** The Product is not subject to Swiss withholding tax.

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

Investors and prospective Investors are advised to consult with their tax advisers with respect to the Swiss tax consequences of the purchase, ownership, disposition, lapse or exercise or redemption of a Product in light of their particular circumstances. The Issuing Parties and the Lead Manager hereby expressly exclude any liability in respect of any possible tax implications.

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

Any payment under this Product may be subject to withholding tax (such as, inter alia, withholding related to FATCA or 871(m) of the US Tax Code). Any payments due under this Product are net of such tax. If an amount in respect of Section 871(m) of the U.S. Tax Code were to be deducted or withheld from interest, principal or other payments on the Products, none of the Issuer, any Paying Agent or any other person would be required to pay additional amounts as a result of the deduction or withholding of such tax, i.e. the Investor would receive a significant lower amount than he would have received without such deduction or withholding.

#### PRODUCT DOCUMENTATION

It is intended that the Products will be issued under a base prospectus ("Base Prospectus") as per article 45 FinSA approved by SIX Exchange Regulation AG ("SIX Exchange Regulation") in its capacity as Swiss Prospectus Office. Only the Final Terms, which will be available no later than on the Issue Date, together with the Base Prospectus of the relevant Issuance and Offering Programme (the "Programme") dated 22 September 2022 containing all further relevant terms and conditions, shall form the entire and legally binding documentation for this Product ("Product Documentation"). The Final Terms will be registered with SIX Exchange Regulation in its capacity as Swiss Prospectus Office. The Final Terms should always be read together with the Base Prospectus. Definitions used in this Termsheet, but not defined herein, shall have the meaning given to them in the Final Terms and the Base Prospectus. Even though a translation into other languages might be available, only the English version of the Final Terms jointly with the Base Prospectus are legally binding.

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

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

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

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

During the whole term of this Product, the Product Documentation can be ordered free of charge from the Lead Manager at Europaallee 39, 8004 Zurich (Switzerland), via telephone (+41 58 800 1111\*), fax (+41-(0)58-800 1010) or via e-mail ([termsheet@leonteq.com](mailto:termsheet@leonteq.com)). Please note that all calls made to numbers marked with an asterisk (\*) are recorded. By calling such number, your consent to the recording is deemed given.

#### SIGNIFICANT RISKS

Prospective Investors should ensure that they fully understand the nature of this Product and the extent of their exposure to risks and they should consider the suitability of this Product as an investment in the light of their own circumstances and financial condition. Products involve a high degree of risk, including the potential risk of expiring worthless. Potential Investors should be prepared in certain circumstances to sustain a total loss of the capital invested to purchase this Product as well as the transaction costs. Prospective Investors shall consider the following important risk factors and read the section "Risk Factors" of the Programme for details on all other risk factors to be considered.

Investors should make sure that their advisors have verified that this Product is suitable for their portfolio taking into account the investor's financial situation, investment experience and investment objectives.

The terms and conditions of the Product may be subject to adjustments during the lifetime of the Product as set out in the Programme.

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

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

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

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

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

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

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

#### ADDITIONAL INFORMATION / DISCLAIMER

##### **Prudential Supervision**

Leonteq Securities AG is authorised as securities firm and subject to prudential supervision by FINMA. Leonteq Securities AG, Guernsey Branch is regulated by the Guernsey Financial Services Commission ("GFSC").

##### **Conflict of Interests**

The Issuing Parties and/or the Lead Manager and/or any third party appointed by them, as the case may be, may from time to time, as principal or agent, have positions in, or may buy or sell, or make a market as well as be active on both sides of the market at the same time in any securities, currencies, financial instruments or other assets underlying the products to which this document relates. The Issuer's and Lead Manager's and/or the appointed third party's trading and/or hedging activities related to this transaction may have an impact on the price of the Underlying and may affect the likelihood that any relevant Barrier Level, if any, is reached.

##### **No Offer**

This Termsheet is primarily provided for information purposes and does not constitute a recommendation, an offer or a solicitation of an offer to buy financial products.

##### **No Representation**

The Issuer, the Lead Manager and any third party appointed by them make no representation or warranty relating to any information herein which is derived from independent sources.

##### **Subsequent Primary/Secondary Listing of the Product**

During the lifetime of the Product the Issuer may apply for primary and/or secondary listing(s) of this Product on Swiss and/or non Swiss exchanges without the consent of the Investor.

#### INFORMATION ABOUT TCM-COLLATERALISATION

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

The Collateral Provider has entered into the Security Agreement on 3 March 2023 ("Security Agreement") and TCM Products are collateralised in accordance with the terms of the Security Agreement. The Collateral Provider will provide collateral to secure the value of TCM Products, whereby such collateral can consist among others of the securities that are the direct or indirect underlying's of the TCM Product.

The legal position of the Investors and of all involved parties in relation to the collateralisation of the TCM Product is determined by the provisions of the Security Agreement. The Issuer shall, upon request, provide the Security Agreement to the Investors free of charge. A copy of the Security Agreement may be obtained from the Lead Manager at Europaallee 39, 8004 Zurich (Switzerland), or via telephone (+41 58 800 1111\*), fax (+41-(0)58-8001010) or email (termsheet@leonteq.com). Please note that all calls made to numbers marked with an asterisk (\*) are recorded. By calling such number, your consent to the recording is deemed given.

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

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

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

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

This TCM Product does not constitute collective investment schemes pursuant to the CISA and do not require authorization or supervision by the Swiss Financial Market Supervisory Authority FINMA.

#### INDEX DISCLAIMER

This financial instrument is neither sponsored nor promoted, distributed or in any other manner supported by LIXX GmbH (the "LIXX"). LIXX does not give any explicit or implicit warranty or representation, neither regarding the results deriving from the use of the Index or its underlying Index Data nor regarding the Index value at a certain point in time or on a certain date nor in any other respect. The Index and its underlying Index Data are calculated and published by LIXX. Nevertheless, as far as admissible under statutory law LIXX will not be liable vis-à-vis third parties, including investors in the financial instrument, for potential errors in the Index or its underlying Index Data. Moreover, there is no obligation for LIXX vis-à-vis third parties, including investors in the financial instrument, to point out potential errors in the Index.

Neither the publication of the Index by LIXX nor the granting of any right to use the Index as well as its underlying Index Data for the utilization in connection with the financial instrument, which is derived from the Index, represents a recommendation by LIXX for a capital investment or contains in any manner a warranty or opinion by LIXX with respect to the investment in this financial instrument.

LIXX has permitted the issuer of the financial instrument to use the Index Data and to make any reference to the Index Data in connection with the financial instrument.

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Further information on the Index is available free of charge on the Index Sponsor's website [www.lixxinnovation.com](http://www.lixxinnovation.com).

#### SELLING RESTRICTIONS

No action has been or will be taken to permit a public offering of the Products or possession or distribution of any offering material in relation to the Products in any jurisdiction, where such action for that purpose is required. Consequently, any offer, sale or delivery of the Products, or distribution or publication of any offering material relating to the Products, may only be made in or from any jurisdiction in compliance with applicable laws and regulations not imposing any obligations on the Issuing Parties or the Lead Manager. Possible limitations resulting from legal restrictions with regard to cross-border communication and cross-border business concerning the Products and related information remain reserved.

Most important jurisdictions where the Products may not be publicly distributed are EEA, UK, Hong Kong and Singapore.

The Products may not be offered or sold within the United States or to, or for the account or benefit of US persons (as defined in Regulation S). Detailed information on Selling Restrictions is published in the Programme which is available on [www.leonteq.com](http://www.leonteq.com) and can be ordered free of charge from the Lead Manager.