

FINAL TERMS

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Securities 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 European Economic Area (**EEA**). For these purposes, a retail Investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (the **IDD**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or not a qualified Investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**).

PROHIBITION OF SALES TO U.S. PERSONS – The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or with any securities regulatory authority of any State or other jurisdiction of the United States and (i) may not be offered, sold or delivered within the United States to, or for the account or benefit of U.S. Persons (as defined in Regulation S (**Regulation S**) under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws and (ii) may be offered, sold or otherwise delivered at any time only to transferees that are Non-United States Persons (as defined by the U.S. Commodities Futures Trading Commission).

FINAL TERMS DATED 26 January 2024

Helveteq AG

(a company with limited liability established under the laws of Switzerland)

Public Offer of 10 000

Barrier Reverse Convertible

(each a **Security**, together the **Securities**)

pursuant to the Issuer's

Structured Products Program

This document constitutes the Final Terms of the Securities of the Product described herein.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities (the **Terms and Conditions**) issued by Helveteq AG (the **Issuer** or **Helveteq**) set forth in the base prospectus dated **24 April 2023** (the **Base Prospectus**). This document constitutes the Final Terms of the Securities described herein and must be read in conjunction with the Base Prospectus (and any supplement thereto). Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus (together with any supplement thereto) is available for viewing at the registered office of the Issuer and on the website of the Issuer (www.helveteq.com). The Final Terms will be available for viewing to Investors at the registered office of the Issuer.

The Securities are not shares or units in collective investment schemes within the meaning of Swiss Collective Investment Schemes Act of 23 June 2006, as amended (**CISA**). They have not been approved by the Swiss Financial Market Supervisory Authority FINMA and are not subject to its supervision. The Securities are not issued or guaranteed by a supervised financial intermediary within the meaning of CISA. The Base Prospectus, together with the Final Terms, constitutes the listing prospectus with respect to the Securities described herein for the purposes of the Federal Act on Financial Services (**FinSA**).

The Final Terms shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these Securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction. Each prospective Investor has requested that the Paying Agent provide to such prospective Investor information in connection with such prospective Investor's consideration of the investment in the Product. These materials are being provided to each prospective Investor for informative purposes only in response to such prospective Investor's specific request.

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| Subscription Period | 26 January - 2 February 2024 |
| Initial Fixing | 2 February 2024 (8:00 AM UTC, ref) |
| Issue Date | 7 February 2024 |
| Final Fixing | 2 May 2024 (8:00 AM UTC, ref) |
| Repayment Date | 9 May 2024 |
| Liquidity | The Issuer intends, under normal market conditions, to provide bid prices for this Product on a daily basis. However, the Issuer makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices. |
| Quoting Type | Secondary market prices are quoted dirty, i.e. the accrued coupons are included in the price |
| Total Amount | USD 3,000,000 |
| Issue Size | 3,000 Securities (with reopening clause) |
| Denomination | USD 1,000 |
| Settlement Currency | USD |
| Security Type | SSPA : Barrier Reverse Convertible (1230), see also www.sspa.ch |
| Offering | Public offer in Switzerland only |
| Issue Price | USD 1,000 The Issue Price is subject to any applicable fees and commissions of the person offering the Product. |
| Underlying(s) / Strike Prices(s) | <ul style="list-style-type: none"> • ETH-USD (number of USD per unit of ETH) • SOL-USD (number of USD per unit of SOL) • BTC-USD (number of USD per unit of BTC) |
| Relevant Valuation Price | <p>With respect to each Underlying, the Binance Price Index of the relevant Underlying, published under "COIN-M", "Price Index", on https://www.binance.com or any successor or replacement page or pages.</p> <p>If such price is not available or contains manifest errors, the relevant spot price of the underlying shall be determined in good faith and in a commercially reasonable manner by the calculation agent.</p> |
| Barrier | 60% of the Initial Fixing levels, to be fixed at the Initial Fixing |
| Barrier Type | American |
| Barrier Monitoring | The period from and including the Initial Fixing to and including the Final Valuation Date (continuous monitoring) |
| Barrier Event | A Barrier Event shall be deemed to occur if during the Barrier Monitoring the price of at least one of the Underlyings is at or below the respective Barrier, as reasonably determined by the Calculation Agent. |
| Coupon | 11.0% (appr. 44% p.a.), to be fixed at the Initial Fixing and to be paid on Repayment Date. For Swiss tax purposes only, the Coupon is split into two components: |
| Interest Amount | 5.33% p.a. |
| Premium Amount | 38.67% p.a. |

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| Business Day Convention | modified following, unadjusted | |
| Day Count Fraction | 30/360 | |
| Redemption Amount | Scenario 1 | If a Barrier Event has not occurred, the Redemption Amount per Product shall be 100% of the Denomination. |
| | Scenario 2 | If a Barrier Event has occurred and all Underlyings trade above their strike levels at the Final Fixing, the Redemption Amount per Product shall be 100% of the Denomination. |
| | Scenario 3 | If a Barrier Event has occurred and the price of any underlying is below its strike level at the Final Fixing, the Redemption Amount per Product shall be $100\% * \frac{\text{Price of Underlying (k) at Final Fixing}}{\text{Price of Underlying (k) at Initial Fixing}}$ With Underlying (k) being the underlying with the lowest performance, as reasonably determined by the Calculation Agent. |
| Settlement | Cash settlement | |
| Distribution Fee | Up to 1.5% of the Issue Price (incl. VAT, if any) | |
| Calculation Agent | Helveteq AG, 8808 Pfäffikon, Switzerland | |
| Security Agent | ADEXAS Rechtsanwälte AG, 8008 Zurich, Switzerland | |
| Administrator | Bank Frick, 9496 Balzers, Liechtenstein | |
| Custodian | Bank Frick, 9496 Balzers, Liechtenstein | |
| Paying Agent | Bank Frick, 9496 Balzers, Liechtenstein | |
| Significant or material change statement | There has been no significant change in the financial or trading position of the Issuer and there has been no material adverse change in the financial position or the prospects of the Issuer since the date of the Base Prospectus i.e. 24 April 2023. | |
| Responsibility | The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in the Final Terms is in accordance with the facts and contains no omission likely to affect its import. | |
| Date of Board of Directors approval of issuance | 25 January 2024 | |

Signed on behalf of the Issuer as duly authorized representative:

By: _____
Christian Katz (CEO)

By: _____
Roger Studer (Chairman of the Board)

PART B – OTHER INFORMATION

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| Listing and admission to trading | No application has been made for the Product to which these Final Terms apply to be admitted to the SIX Swiss Exchange or any other regulated securities exchange or trading platform. |
| Interests of natural and legal persons involved in the issue | So far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the offer. |
| Distribution | The distribution of the Product may be restricted in certain jurisdictions. This information is for general guidance only, and it is the responsibility of any person or persons in possession of the Final Terms and wishing to buy the Product to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective Investors should inform themselves as to legal requirements also applying and any applicable exchange control regulations and applicable taxes in the countries of their citizenship, residence or domicile. The Final Terms shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these Securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction. |
| Security Codes | Valoren: 132429361 ISIN: CH1324293617 |
| Settlement and Clearing System | SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland |
| Offer Price | An Investor intending to acquire or acquiring any Securities from the Paying Agent will do so and offers and sales of the Securities to such Investor by the Paying Agent will be made, in accordance with any terms and other arrangements in place between the Paying Agent and such Investor including as to price, allocations, fee and settlement arrangements. |
| Conditions to which the offer is subject | Offers of the Securities are conditional upon their issue and, as between the Paying Agent and its customers, any further conditions as may be agreed between them. Securities are made available by the Issuer for subscription only through the Paying Agent. |
| ESG Transparency Statement | This Product fulfils defined ESG criteria. The carbon impact of the crypto underlyings is compensated by the Issuer in accordance with its exclusive cooperation agreement with the University of Zurich. https://helveteq.com/mifid2-sfdr-new/ |
| Counterparty Risk | The Product includes an underlying swap transaction. The Investor is therefore exposed to the credit risk of the swap counterparty. If the counterparty fails to fulfill its financial obligations under the swap towards the Issuer, it may negatively impact the value of the Product. |
| Account Control Agreement | There will be no Account Control Agreement with the swap counterparty covering the claims arising out of the swap transaction. |
| Enforceability of Pledge and Cross-Jurisdictional Considerations | The enforceability of the pledge securing the investor's claim against the Issuer may be subject to certain legal and jurisdictional risks. The agreement governing the pledged claim is subject to the laws of a specific jurisdiction (the "Governing Jurisdiction") and provides for dispute resolution within that jurisdiction. Meanwhile, the debtor of the pledged claim is situated in a different country (the "Debtor Jurisdiction"). Due to the differences in legal systems and potential difficulties in cross-border enforcement, investors should be aware that their ability to enforce the pledge may be hampered or delayed. The enforceability of the pledge may be negatively affected by factors including, but not limited to, variations in legal principles and enforcement procedures between the Governing Jurisdiction and the Debtor Jurisdiction. Investors are strongly advised to consult with their legal counsel to fully understand the potential implications and risks associated with cross-jurisdictional enforcement of the pledge. |
| Amendments to the Product conditions | Information regarding unforeseen changes to the conditions of the Product which may arise during the lifetime of the Products are not subject to this document but may be obtained through the Paying |

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| | Agent upon request. This document will not be amended throughout the term of the Products. |
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