

## Term Sheet

### APS Kapital Plus 222

27 April 2026

**IMPORTANT** This Term Sheet relates to the offer of the **APS Kapital Plus 22 Capital Guaranteed Structured Deposit Account**. The contents of this Term Sheet have not been reviewed by any regulatory authority in any jurisdiction. This Term Sheet does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation. Persons to whose attention this Term Sheet may come are required to inform themselves about, and to observe, such restrictions. This Term Sheet is intended for Retail Investors and Professional Investors. Distribution of this Term Sheet is restricted in or into Malta. This Term Sheet is to be read in conjunction with the Key Information Document (“KID”), APS Bank p.l.c. General Terms and Conditions, and APS Bank p.l.c. Investment Services Terms of Business which may be accessed on [www.apsbank.com.mt/kapital-plus/](http://www.apsbank.com.mt/kapital-plus/). Persons subscribing to this offer are to fully understand the nature of this offer as well as the risks associated with it and are advised to exercise caution in relation to the offer. Professional advice should be sought in case of any doubt as to any aspect of this offer or contents of this document. No action must be taken in connection with this offer unless a copy of the KID is received.

**This Term Sheet is strictly confidential and may not be reproduced.**

## 1. General Terms

Unless otherwise indicated the following terms shall have the meanings set opposite them:

<b>Account</b>	APS Kapital Plus 22 Capital Guaranteed Structured Deposit Account maintained by APS Bank p.l.c. in the name of the Account Holder.
<b>Account Holder</b>	The customer/s in whose name APS Bank p.l.c. maintains the Account.
<b>Account Maturity Date</b>	The date stated under the section “2. Key Features” which is the date when the Account is closed.
<b>Account Opening Date</b>	The date stated under the section ‘Key Features’ and shall be the date the Account is opened.
<b>APS Bank p.l.c.</b>	APS Bank p.l.c. (C2192) of APS Centre, Tower Street, Birkirkara BKR 4012, Malta.
<b>Bonus</b>	The amount payable (if any) to the Account Holder depending on the performance of the Underlying Instrument and payable to the Account Holder by the Bonus Payment Date as specified under the section “2. Key Features”.
<b>Bonus Calculation Date</b>	The date when the Bonus shall be determined, as specified under the section “2. Key Features”.
<b>Bonus Payment Date</b>	The date by which the Bonus is payable, as specified under the section “2. Key Features”.
<b>Interest</b>	The amount payable to the Account Holder equivalent to the Interest Rate and payable to the Account Holder by the Interest Payment Date as specified under the section “2. Key Features”.

<b>Interest Payment Date</b>	The date by which the Interest is payable in connection with the Account, as specified under the section “2. Key Features”.
<b>Interest Rate</b>	Expressed as a percentage of the Principal Amount and payable to the Account Holder on the Interest Payment Date as specified under the section “2. Key Features”.
<b>Minimum Principal Amount</b>	The minimum amount that may be deposited by an Account Holder in relation to this offer.
<b>Offer Period</b>	The period as determined by APS Bank p.l.c. by which the Principal Amount from the Account Holder is received as stated under the section “2. Key Features”.
<b>Principal Amount</b>	The amount deposited by the Account Holder and accepted by APS Bank p.l.c. For avoidance of doubt, the Principal Amount shall exclude all and any Interest or Bonus (if any) paid on the principal amount deposited by the Account Holder.
<b>Product Currency</b>	The currency denomination of the Account being Euro (EUR).
<b>Term</b>	The agreed tenor of the Account which shall commence on the Account Opening Date and end on the Account Maturity Date.

## 2. Key Features

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APS Kapital Plus 22 is a Capital Guaranteed Structured Deposit Account offering a fixed rate of interest for the first four years. In addition, each Account Holder may be entitled to a bonus payment on the fifth year, under predefined conditions based on the performance of the Underlying Instrument. The Principal Amount is fully guaranteed by APS Bank p.l.c. and full repayment will be made at Account Maturity Date. APS Kapital Plus 22 has a term of five years and is denominated in Euro.

### Product Features and Terms

<b>Product Type</b>	Structured Deposit
<b>Term</b>	5 years
<b>(Partial or Full) Early Redemption</b>	No
<b>Interest Rate</b>	1.50% per annum (p.a.), gross of tax.
<b>Offer Period</b>	The period between 12:00pm CEST on 27 April 2026 and 12:00pm CEST 19 June 2026, both days inclusive (or such earlier date as may be determined by APS Bank p.l.c.).
<b>Account Opening Date</b>	The date in which the Account is opened.
<b>Account Maturity Date</b>	Five (5) calendar years from the Account Opening Date, and not later than 19 June 2031.
<b>Interest Payment Dates</b>	On each anniversary from the Account Opening Date, excluding on Account Maturity Date.
<b>Bonus Calculation Date</b>	1 July 2031

<b>Bonus Payment Date</b>	Within one (1) month from the Bonus Calculation Date.
<b>Payment Method of Interest and Bonus (if any)</b>	Transfer to service account, being either a savings or current account, held by Account Holder with APS Bank p.l.c.
<b>Product fees/ and charges</b>	None
<b>Capital Protected</b>	Yes
<b>Minimum Principal Amount</b>	EUR 5,000

**Features of the Underlying Instrument**

The following are the principal features of the Underlying Instrument.

<b>Underlying Instrument</b>	APS Ethical Adventurous Fund - Class A Accumulator Share Class
<b>ISIN (of Underlying Instrument)</b>	MT7000028254
<b>Currency</b>	Euro (EUR)
<b>Type</b>	A class of shares issued on behalf of APS Ethical Adventurous Fund, a sub-fund of APS Funds SICAV p.l.c. (SV 78).
<b>Summary</b>	<p>The objective of sub-fund is to achieve long-term capital growth and income generation following ethical principles. The sub-fund will seek to achieve this objective by investing primarily in a diversified portfolio of government and corporate bonds, equities and shares in other UCITS, UCIs or ETFs, fixed term deposits and cash.</p> <p>Income attributed to the share class are re-invested.</p> <p>The sub-fund is managed by ReAPS Asset Management Ltd, a subsidiary of APS Bank p.l.c. and is entitled to receive an investment management fee.</p>
<b>Historical prices</b>	Historical prices of the Underlying Instrument may be obtained from this link: <a href="https://www.apsbank.com.mt/ethical-adventurous-fund-class-a-eur-accumulator/">https://www.apsbank.com.mt/ethical-adventurous-fund-class-a-eur-accumulator/</a>
<b>Additional information</b>	Further details on the Underlying Instrument may be obtained from this link: <a href="https://www.apsbank.com.mt/ethical-adventurous-fund/">https://www.apsbank.com.mt/ethical-adventurous-fund/</a>

**Calculation of Bonus payment**

<b>Bonus</b> (Terms that appear in <b>bold</b> in this section are described in more detail in below)	<p>Each Account Holder may be entitled to receive a (bonus) payment linked to the performance of the Underlying Instrument.</p> <p>This amount is the multiple of the <b>Principal Amount</b> by:</p> <ul style="list-style-type: none"> <li>(i) the <b>Participation Rate</b> (40.00%), and</li> <li>(ii) the greater of: <ul style="list-style-type: none"> <li>(A) zero percent (0.00%), or</li> </ul> </li> </ul>
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(B) the lesser of:

- (x) the **Cap** (126.25%) less the **Strike Level** (113.75%), and
- (y) the **Performance** of the Underlying Instrument less the **Strike Level** (113.75%).

The cash payment, if any, may not exceed 5.00% of the Principal Amount (**Maximum Bonus**), is gross of tax and is paid by the **Bonus Payment Date**.

Further details are provided in the section “*What would be the payout?*”.

<b>Product currency</b>	Euro (EUR)
<b>Principal Amount</b>	Amount deposited by the Account Holder, at least EUR 5,000 (minimum)
<b>Participation rate</b>	40.00%
<b>Strike Level</b>	113.75%
<b>Cap</b>	126.25%
<b>Maximum bonus</b>	5.00%, the maximum bonus payment expressed as a percentage of Principal Amount
<b>Bonus calculation date</b>	1 July 2031
<b>Bonus payment date</b>	One month from the Bonus Calculation Date
<b>Reference price</b>	Price of Underlying Instrument as per the <b>Reference Source</b>
<b>Reference source</b>	<a href="https://www.apsbank.com.mt/ethical-adventurous-fund-class-a-aur-accumulator/">https://www.apsbank.com.mt/ethical-adventurous-fund-class-a-aur-accumulator/</a>
<b>Initial reference price</b>	The latest reference price as of the <b>Initial Value Date</b>
<b>Final reference price</b>	The latest reference price as of the <b>Final Value Date</b>
<b>Initial value date (*)</b>	24 June 2026
<b>Final value date (*)</b>	24 June 2031
<b>Initial fixing level</b>	The Initial Reference Price of the Underlying Instrument on the Initial Value Date, expressed as 100%.
<b>Final fixing level</b>	The Final Reference Price of the Underlying Instrument on the Final Value Date, expressed as a percentage of the Initial Fixing Level.
<b>Performance</b>	Performance of Underlying Instrument calculated by the Final Fixing Level divided by Initial Fixing Level.

(\*) Date indicated may be adjusted if the respective date is not a business day as per the terms of the Underlying Instrument. Any adjustments may affect the return, if any, you receive.

***What would be the payout?***

This section illustrates the payout of this Account in terms of Interest, Principal Amount and Bonus that would be due to an Account Holder and under different hypothetical scenarios. The scenarios are the (%) increase or decrease reported by the Underlying Instrument and will determine the Bonus amount, if any. The below shall illustrate the variability of outcomes resulting from the performance of the Underlying Instrument. Any negative (positive) scenario value is where the Underlying Instrument's final reference price is less (more) than its initial reference price.

Example Principal Amount: Scenarios (% change):	Eur10,000	-5.0%	0.0%	5.0%	15.0%	20.0%
<b>Interest (*)</b>						
	t1	Eur150	Eur150	Eur150	Eur150	Eur150
On Interest Payment	t2	Eur150	Eur150	Eur150	Eur150	Eur150
Date	t3	Eur150	Eur150	Eur150	Eur150	Eur150
	t4	Eur150	Eur150	Eur150	Eur150	Eur150
	t5	Eur0	Eur0	Eur0	Eur0	Eur0
<b>Principal Amount (**)</b>						
At Account Maturity Date:		Eur10,000	Eur10,000	Eur10,000	Eur10,000	Eur10,000
<b>Bonus (***)</b>						
On Bonus Calculation Date:		Eur0	Eur0	Eur0	Eur50	Eur250

(\*) An Interest Rate of 1.50% on the first (t1), second (t2), third (t3) and fourth (t4) anniversary from the Account Opening Date. No Interest will be due on the fifth (t5) anniversary from the Account Opening Date (which will be the Account Maturity Date). This amount is not linked to the performance of the Underlying Instrument. Any amounts are gross of tax.

(\*\*) On Account Maturity Date the Account Holder will be entitled to receive the Principal Amount.

(\*\*\*) The Bonus amount will be payable to the Account Holder by the Bonus Payment Date. **The Bonus amount may not exceed 5.0% of the Principal Amount.** Any amount is gross of tax.

**Warning** The above is for information purposes only. The performance figures quoted are not a guarantee or a reliable guide to future performance. The exact amount received will depend on the amount invested and the actual performance of the Underlying Instrument.

### 3. Risks

The risks disclosed in this section are not intended to be an exhaustive list and there may be other considerations that should be accounted when investing in the APS Kapital Plus 22 Capital Guaranteed Structured Deposit Account. Customers are to seek professional advice prior to investing.

All capitalised terms not defined herein shall have the meaning ascribed in section "1. General Terms" above.

1. The Account is not a conventional deposit, nor should it be treated as a substitute for normal savings, fixed or time deposits. It has investment risks, and its return may vary. The Account is classified as a "complex" product since it incorporates a structure where the return is linked to the performance of the Underlying Instrument, and its sale is accordingly covered by consumer protection features emanating from MiFID II (EU Directive 2014/65/EU).
2. The Principal Amount is guaranteed by APS Bank p.l.c. As the Principal Amount is guaranteed by APS Bank p.l.c., an Account Holder would be assuming full credit risk of APS Bank p.l.c. as guarantor, and accordingly an Account Holder will be relying on APS Bank p.l.c. to meet its payment obligations under the Account. Should APS Bank p.l.c. become insolvent or default on its obligations (including payment obligations) or fail in any other way, the Account Holder could possibly not receive any payments due under the terms of the Account, including the full Principal Amount.
3. The Account must be held until maturity. Nonetheless there may be circumstances beyond the control of APS Bank p.l.c. which may result in the Account to be terminated prior to the maturity including, but not limited to, any reason for the mandatory redemption of the shares in the

Underlying Instrument. The return (if any) you receive on such early termination is likely to be different from the scenarios described above and may be less than the amount you invested.

4. A customer should not invest in the Account unless the customer has sufficient funds or liquidity to enable the Account Holder to keep the Account until the Account Maturity Date. An Account Holder will not be entitled to cancel or withdraw all or part of the Principal Amount before the Account Maturity Date and as such is not repayable on demand. Any potential Account Holder should seek professional advice before investing in the Account if the potential Account Holder would need to withdraw the funds prior to the Account Maturity Date.
5. An Account Holder is entitled to receive an Interest for the first (1<sup>st</sup>), second (2<sup>nd</sup>), third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) anniversary from the Account Opening Date. No Interest will be payable on the fifth (5<sup>th</sup>) anniversary from the Account Opening Date, being the Account Maturity Date. Any interest payment is subject to tax.
6. The Account Holder may be entitled to a Bonus calculated on the Bonus Calculation Date which would be payable on the Bonus Payment Date. The Bonus Payment Date will be after the Account Maturity Date. The Bonus, if any, will be transferred to the service account instructed by the Account Holder. Any Bonus payment is subject to tax.
7. The Account Holder should carefully consider the impact of the features that determine the Bonus calculation. The performance of the Underlying Instrument used to calculate the Bonus is subject to a Strike Level, a Cap, and a Participation Rate. The Strike Level, set at 13.75%, represents the minimum performance hurdle that must be exceeded for any performance of the Underlying Instrument to be taken into account. Accordingly, no Bonus will accrue unless the performance exceeds the Strike Level. Consequently, the Account Holder will not benefit from any appreciation of the Underlying Instrument until the Strike Level, and the investment may therefore underperform a direct investment in the Underlying Instrument. The Cap, set at 26.25%, represents the maximum performance level that will be taken into account for the purposes of calculating the Bonus. Any performance in excess of the Cap will not be considered. Consequently, the Account Holder will not benefit from any appreciation of the Underlying Instrument above the Cap, and the investment may therefore underperform a direct investment in the Underlying Instrument. The Bonus is further subject to a Participation Rate of 40.00%, which determines the proportion of the performance of the Underlying Instrument (as measured between the Strike Level and the Cap) that is applied in the calculation of the Bonus. The Account Holder will therefore participate only partially in such performance. In aggregate, these features result in (i) no participation in performance below the Strike Level, (ii) limited participation in performance between the Strike Level and the Cap, (iii) no participation in performance above the Cap, and (iv) a reduction in exposure through the Participation Rate. Accordingly, the Bonus payable will be capped, and may be significantly lower than the full performance of the Underlying Instrument would otherwise imply, and will not exceed 5.00% of the Principal Amount. The Account Holder should carefully assess these features and their potential impact prior to subscribing.
8. The Bonus is dependent on the performance of the Underlying Instrument. Any strategy adopted is subject to the risk of unprofitable outcome, that is, losses incurred, or profits foregone as a result of decisions or actions taken or not taken at the right time, which ultimately determines the amount of the Bonus. The performance is also impacted by the costs incurred at the level of the Underlying Instrument. Further details on the Underlying Instrument and associated risks including offering supplements and KID may be obtained through the following link <https://www.apsbank.com.mt/ethical-adventurous-fund/>.
9. An Account Holder may be required to pay taxes on income received or accrued from investing in the Account and this will be according to the tax regulations applied at the time. An Account Holder should consult with an independent tax advisor in case of any doubt as to the applicable tax position. Tax regulations and their application or interpretation by the relevant tax authorities change from time to time. It is therefore not possible to predict the precise tax treatment which will apply at any given time.

## 4. Target Market

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The Account is a complex product (as referred to in the 'Risks' section above) and may not be suitable to all types of customers. The following is for guidance purposes and should not be considered as professional advice. A customer should seek professional advice prior to investing.

### **The Account may be right for you if:**

- You understand the features and risks involved in this Account.
- You seek a modest but regular income.
- You want your initial investment protected at maturity.
- You do not need to access your money over the next 5 years as you have sufficient funds or liquidity to meet other obligations.
- You have a minimum investment of EUR 5,000.
- You do not have any sustainability preferences.
- You understand the interest is not payable for the entire duration of the product, and that no interest will be paid in the last year.
- You understand the features of this Account including the calculation of the Bonus which is dependent on the performance of the Underlying Instrument observed on set dates and you accept that you may not be entitled to a Bonus at all.
- You accept that if APS Bank p.l.c. defaults during the Term, you could lose some or all of your investment and should then seek compensation from the Depositor Compensation Scheme.

### **The Account may not be right for you if:**

- You disagree with or do not meet all of the criteria listed in this section to the left.
- You do not have a holding period of 5 years, with limited or no liquidity.
- You may need access to your money before maturity.
- You believe that the prevailing market interest rate may be higher compared to the interest payable by the Account during the tenor.
- You want to add to or withdraw from your investment on a regular basis.
- You did not understand the features and risks involved with the Account.

## 5. Terms and Conditions

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1. The Account is for a five-year term and is denominated in Euro. The minimum deposit is of five thousand Euro (EUR 5,000) and the amount deposited will be paid back in full on the Account Maturity Date.
2. The full capital (Principal Amount) is protected by APS Bank p.l.c. The Account will pay an Interest of 1.50% on the first (1<sup>st</sup>), second (2<sup>nd</sup>), third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) anniversary from the Account Opening Date. No Interest will be payable on the fifth (5<sup>th</sup>) anniversary from the Account Opening Date which is the Account Maturity Date. The Account Holder may be entitled to a Bonus calculated on the Bonus Calculation Date which would be payable on the Bonus Payment Date. The Bonus Payment Date will be after the Account Maturity Date. The Bonus, if any, will be transferred to the service account instructed by the Account Holder. The Bonus is subject to a participation rate and dependent on the performance of the Underlying Instrument, which applies a strike level and cap, and amount is floored at zero.
3. APS Bank p.l.c. shall accept Principal Amounts on a first come, first served basis. After the Offer Period, no further deposits into the Account will be allowed. APS Bank p.l.c. reserves the right to close the Offer Period at an earlier date.
4. An Account Holder is not allowed to cancel or withdraw the Principal Amount before the Account Maturity Date and as such is not repayable on demand. APS Bank p.l.c. is not obliged to accede to any request to cancel or withdraw the Principal Amount at any time before the Account Maturity

Date. If APS Bank p.l.c. decides at its sole discretion to consent to a cancellation or a withdrawal prior to the Account Maturity Date, it will be subject to such conditions as APS Bank p.l.c. may impose, including the condition that the amount of any cost or loss suffered by APS Bank p.l.c. by reason of such cancellation or early withdrawal is deducted from the Principal Amount including forfeiting the right of having the Principal Amount being paid in full. Also, as any Interest is only payable on an Account if still held at the relevant Interest Payment Date, an Account cancelled or withdrawn prior to such date will not be entitled to such Interest Amount.

5. APS Bank p.l.c. reserves the right to close the Account at any time if there is a valid reason for doing so and reasonable notice of any such decision shall be given to the Account Holder in line with APS Bank p.l.c. General Terms and Conditions. APS Bank p.l.c. also reserves the right to cancel the launch of the Account, in which case the amount deposited with APS Bank p.l.c. will be returned to the Account Holder.
6. APS Bank p.l.c. shall pay to the Account Holder on the Account Maturity Date, the Principal Amount and unpaid/ due Interest Amount(s) to the service account instructed by the Account holder. Upon such payment, APS Bank p.l.c. shall have no further obligations to the Account Holder in respect of the Account. To the extent that the Account Holder has specifically instructed APS Bank p.l.c. to place any such payments in any other account with APS Bank p.l.c., such account shall be governed by such other terms and conditions as APS Bank p.l.c. may prescribe.
7. Any Interest or Bonus payable is gross of tax. Amounts payable to Maltese residents is currently subject to final withholding tax. Unless advised otherwise, APS Bank p.l.c. will deduct tax at the rate set by the tax authorities. Account Holders are to seek independent tax advice.
8. APS Bank p.l.c. has the right to refuse any application for the Account without giving any reason whatsoever.
9. APS Bank p.l.c. reserves the right to convert deposits received from an Account Holder denominated in a currency other than Euro at the prevailing exchange rate. Any conversion may incur costs which will be borne by the Account Holder.
10. The terms and conditions governing the Account shall be construed in accordance with the Laws of Malta and shall be subject to the exclusive jurisdiction of the courts of Malta.
11. APS Bank p.l.c. is a participant in the Depositor Compensation Scheme in Malta. The Depositor Compensation Scheme pays compensation, subject to certain limits, to eligible consumers if an authorised credit institution fails. More information on the Depositor Compensation Scheme and on the eligibility can be obtained from <https://www.compensationschemes.org.mt/>.
12. Any matter not expressly dealt with herein shall fall to be regulated by the General Terms and Conditions issued by APS Bank p.l.c., that may be obtained from <https://www.apsbank.com.mt/terms-and-conditions/>.

## 6. Customer Declaration

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I/We, the undersigned \_\_\_\_\_ have read and understood the contents of this Term Sheet, KID, APS Bank p.l.c. General Terms and Conditions, and APS Bank p.l.c. Investment Services Terms of Business.

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Customer/s Signature/s

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Date



Approved and issued by APS Bank p.l.c., APS Centre, Tower Street, Birkirkara BKR 4012. APS Bank p.l.c. is regulated by the Malta Financial Services Authority as a Credit Institution under the Banking Act 1994 and to carry out Investment Services activities under the Investment Services Act 1994. APS Bank p.l.c. is also registered as a Tied Insurance Intermediary under the Insurance Distribution Act 2018. Terms and conditions apply and are available upon request.

This information shall not be deemed as investment, tax, or any other form of professional advice. You should consult your independent legal, investment or other advisors to ensure that any decision you make is suitable for you with regards to your specific circumstances and financial situation. The Bonus is linked to the performance of the Underlying Instrument is not guaranteed. The income you get from this investment may go down as well as up and past performance is not a guarantee to future performance. The Account Holder is not allowed to cancel or withdraw (partial or full) the Principal Amount before the Account Maturity Date and as such is not repayable on demand. Distribution is restricted in or into Malta.