Base Prospectus
dated 10 October 2024

HANETF MULTI-ASSET ETC ISSUER PLC

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended), with registered number 146066)
as Issuer

Programme for the issuance of Exchange Traded Securities linked to and secured by Multiple Assets

(the "**Programme**")

Under the Programme described in this prospectus, HANETF MULTI-ASSET ETC ISSUER PLC (the "**Issuer**") may from time to time issue exchange traded securities (the "**Securities**") linked to and secured by various underlying assets which qualify as eligible underlyings under the Programme, such as, *inter alia*, shares, indices and exchange traded products (such as funds and debt securities) on the terms set out herein as completed by the final terms in respect of the relevant Securities (the "**Final Terms**").

This document constitutes a base prospectus for the purposes of the UK version of Regulation (EU) No 2017/1129, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 of the UK (the "**UK Prospectus Regulation**") of the Issuer (the "**Prospectus**") and has been approved by the Financial Conduct Authority (the "**FCA**"), as competent UK authority thereunder. This Prospectus will be published in electronic form on the website of the Issuer https://etp.hanetf.com/multi-asset-etc-documents. This Prospectus may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it.

In relation to the Securities to be issued under this Prospectus, application will be made to the FCA for the Securities to be admitted to the official list of the FCA and to the London Stock Exchange plc for the Securities to be admitted to trading on the Main Market of the London Stock Exchange.

Investors should make their own assessment as to the suitability of investing in the Securities. Securities are complex, structured products which may involve a significant degree of risk and may not be suitable or appropriate for all types of investors and the risk factor section should be reviewed. It is advisable that any person wishing to invest seeks appropriate financial, tax and other advice from an independent financial advisor with appropriate regulatory authorisation and qualifications and an investment in Securities is only suitable for persons who understand the economic risk of an investment in Securities and are able to bear the risk for an indefinite period of time. A prospective investor should be aware that the value of their entire investment or part of their investment in Securities may be lost. Prospective investors should be aware that the price of the underlying asset(s) by which the Securities are secured can demonstrate high volatility and consequently the value of the Securities may be extremely volatile.

This Prospectus is valid for twelve months and may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it. Any obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid.

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1. General Description of the Programme

The following overview of the Programme and the Securities does not purport to be complete and is subject to and qualified by the detailed information contained elsewhere in this Prospectus and in the Final Terms in respect of each Class of Securities. Unless otherwise defined in this Prospectus, capitalised terms have the meanings given to them in the General Terms and Conditions and the Issue Specific Terms and Conditions (the "**Conditions**") set out under the headings General Terms and Conditions and Issue Specific Terms and Conditions.

1.1 This Prospectus

This Prospectus is intended to provide a prospective investor with the necessary information relating to the Issuer and the Securities to enable them to make an informed assessment of (i) the assets and liabilities, financial position, profits and losses and prospects of the Issuer; and (ii) the rights attaching to the Securities.

The rights attaching to the Securities are contained in the Conditions set out under the headings General Terms and Conditions and Issue Specific Terms and Conditions. Also set out in this Prospectus are details of the structure of the Programme, risk factors relating to an investment in the Securities, the key parties to the Programme, the terms of any material contracts of the Issuer, and details of the tax treatment of a holding of Securities in certain jurisdictions. Information on how an investor can determine the value of their investment are set out in section 3. "*Economic Overview of the Securities*" of this Prospectus.

The Issuer shall prepare a supplement (each, a "**Supplement**") to this Prospectus or publish a new base prospectus if there is a significant change affecting any matter contained in this Prospectus or a significant new matter arises, the inclusion of information in respect of which would have been so required if it had arisen when this Prospectus was prepared and/or pursuant to Article 23 of the UK Prospectus Regulation and/or section 87G of FSMA. The obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid (i.e. after twelve months following the approval of this Prospectus).

This Prospectus has been approved by the FCA, as competent authority under the UK Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus. Further, such approval should not be considered as an endorsement of the quality of the Securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of any investment in the Securities.

1.2 Description of the Programme

The Securities are undated limited recourse debt obligations of the Issuer which are intended to provide investors with a return equivalent to holding the relevant Underlying Asset(s) (as defined in section 1.3 below), less fees, as set out in the relevant Issue Specific Option.

The Securities issued under this Prospectus may be linked to and secured by quantities of relevant Underlying Assets including (i) (i) an individual underlying share, (ii) a basket of underlying shares, (iii) an index of underlying shares, (iv) an individual underlying exchange traded product, (v) a basket of underlying exchange traded products and (iv) an index of underlying exchange traded products.

All Securities are secured on the relevant Underlying Asset(s) which are deposited with one or more Custodians appointed by the Issuer for the storage of such Underlying Asset(s), in accordance with the Issue Specific Option and relevant Custody Agreement.

The Securities are being made available by the Issuer for Subscription only to Authorised Participants. Prospective Securityholders who are not Authorised Participants can buy and sell Securities for cash through the trading of Securities listed on a Relevant Stock Exchange or in private and off exchange transactions (as described in more detail under the heading 1.5. "*Contract Structure and Flow of Funds*

for Securities" of this Prospectus). The Securities can be redeemed by an Authorised Participant and provided that certain conditions are met, Securityholders who are not Authorised Participants may be able to redeem the Securities directly with the Issuer.

1.3 Underlying Assets - General

Under the Programme, the following conclusive list of assets and/or asset classes are eligible to be used as underlying of a Class of Securities:

- Certain company shares, as further described in section 1.3.1 "*Underlying Assets – Shares*" below (each, a "**Share**" and together, the "**Shares**"); and
- Certain types of exchange traded products such as funds and debt securities, as further described in section 1.3.2 "*Underlying Assets - ETPs*" below (each, an "**ETP**" and together, the "**ETPs**" and Shares, the "**Eligible Programme Underlyings**");

Classes of Securities may be issued (i) as an individual Eligible Programme Underlying i.e. as a single Share, fund, debt securities etc – see section 1.3.2 below for more details, (ii) as baskets consisting exclusively of various Eligible Programme Underlyings (each a "**Basket**" and together, the "**Baskets**") and (iii) as indices, the components of which are comprised exclusively of various Eligible Programme Underlyings (each, an "**Index**" and together, the "**Indices**"), in each case including combinations of different types of Eligible Programme Underlyings.

Assets which do not qualify as Eligible Programme Underlyings may not be used as underlyings for any Class of Securities issued by the Issuer under the Programme.

Unless otherwise specified herein, the Eligible Programme Underlyings, any Basket of Eligible Programme Underlyings as well as any Index comprised of Eligible Programme Underlyings shall be referred to as "**Underlying Assets**".

The respective Final Terms of each Class of Securities will set out the specific Underlying Asset(s) for such Class of Securities including the respective securities codes (as applicable) and will include details of where information on the respective Underlying Asset(s) can be obtained (and whether it can be obtained free of charge), whereby item 11 "*Underlying Asset(s)*" of Part A of the Final Terms will set out the specific Underlying Asset(s) and item 7 "*Information about the past and future performance of the Underlying Asset and its volatility*" of Part B of the Final Terms will set out details of where information about the past and future performance of the Underlying Asset and its volatility can be obtained free of charge.

The types of Securities available are:

- Issue Specific Option IV: Equity-Linked Securities
- Issue Specific Option V: Equity-Basket Linked Securities
- Issue Specific Option VI: Equity-Index Linked Securities
- Issue Specific Option VII: ETP Linked Securities
- Issue Specific Option VIII: ETP-Basket Linked Securities
- Issue Specific Option IX: ETP-Index Linked Securities

1.3.1 Underlying Assets – Shares

Shares as a class of Underlying Assets comprise company shares of any type listed or admitted to trading (a) on (i) a regulated market within the meaning of Article 4(1) no. 21 of MiFID II, as amended or (ii) a stock exchange that is regulated and supervised as such by a competent authority in its relevant jurisdiction (each, a "**Regulated Stock Exchange**") or (b) on a multilateral trading facility within the meaning of Article 4(1) no. 22 of MiFID II, as amended ("**MTF**") or (c) an alternative trading system as defined in title 17, §242.300 (a) of the United States Code of Federal Regulations ("**ATS**").

As used herein, the term Shares shall also comprise depositary receipts, such as American depositary receipts, European depositary receipts and global depositary receipts, which are instruments that represent shares in companies trading outside the markets in which the depositary receipts are traded.

The respective Final Terms of each Class of Securities will set out the specific Share(s) for such Class of Securities including the respective securities codes, whereby item 11 of Part A of the Final Terms of the relevant Class of Securities will specify the name as well as the securities codes and the (primary) Regulated Stock Exchange of the Shares and item 7 of Part B of the Final Terms of the relevant Class of Securities will set out details of where information about the past and future performance of the Underlying Asset(s) and its/their volatility can be obtained free of charge.

1.3.2 Underlying Assets - ETPs

ETPs as Underlying Assets comprise all types of collective investment undertakings, including (but not limited to) mutual funds, exchange traded funds ("**ETFs**"), open ended funds and closed ended funds and/or debt securities such as exchange traded commodities ("**ETCs**"), exchange traded notes ("**ETNs**") and exchange traded instruments ("**ETIs**"), whereby (i) only ETPs listed or admitted to trading (a) on a Regulated Stock Exchange or (b) on a MTF or (c) on an ATS or (ii) unlisted collective investment undertakings (excluding those holding 10% or more unlisted equities) where subscriptions and redemptions are done directly with the relevant collective investment undertaking will be permitted as Underlying Assets.

ETPs to be used as Underlying Assets under the Programme may give exposure to the following conclusive list of asset classes: (i) equity instruments, (ii) fixed income instruments such as (a) bonds issued by corporate issuers (such as euro medium term notes or structured notes) or by governmental and supranational bodies (government bonds), (b) fixed income interest rate swaps, (c) bank deposits, (d) certificates of deposits and (e) bank loans, (iii) commodities (physically or index linked / futures), (iv) emissions allowances, (v) foreign exchange rates (FX), (vi) volatility instruments, (vii) short instruments, (viii) leveraged instruments, (ix) covered call instruments and (x) combinations of various assets of the aforementioned asset classes (multi-asset instruments).

To the extent ETPs as Underlying Assets are not listed on a Regulated Stock Exchange but are either (i) listed on a MTF or an ATS or (ii) unlisted collective investment undertakings (excluding those holding 10% or more unlisted equities), such ETPs are only eligible to be used as Underlying Asset under the Programme, if, as a minimum, information on the following aspects relating to the ETP will be available at least on a weekly basis: (i) the current price level of the ETP, (ii) continuous information on the past performance of the ETP and (iii) the volatility levels of the ETP.

1.3.3 Underlying Assets – Baskets

Baskets as Underlying Assets may be exclusively comprised of various Eligible Programme Underlyings. The composition of any such Basket will be determined prior to the issuance of the relevant Class of Securities and will either remain unchanged or may be subject to rebalancing of the respective components.

1.3.4 Underlying Assets - Indices

Indices as Underlying Assets will always be comprised of various Eligible Programme Underlyings. The composition of any such Index depends on the respective rules and methodology governing the relevant Index, whereby only Indices that have published their index rules and index levels at regular intervals free of charge online will be permitted as Underlying Assets. Depending on the respective rules and methodology of the relevant Index, the composition of the relevant Index may either be unchanged or may be subject to rebalancing of the respective components.

For the avoidance of doubt: Where the Securities provide exposure to an Index, the assets which constitute components of such Index may at any time exclusively be comprised of Eligible Programme Underlyings which are eligible for inclusion as constituents in the relevant Index pursuant to the rules governing the relevant Index. Each Index will constitute a benchmark subject to the Benchmark

Regulation (as defined below). Each Index will be administered by an administrator included in the register referred to in Article 36 of the Benchmark Regulation (as defined below).

1.4 Listing and Trading

The Prospectus permits offers of Securities to the public in the United Kingdom and admission to the official list of the FCA.

The Issuer will make an application to the FCA for Securities issued under this Programme to be admitted to the Official List of the FCA. Application will also be made to London Stock Exchange plc (the "**London Stock Exchange**") for Securities issued under this Programme to be admitted to trading on the Main Market of the London Stock Exchange subject to the London Stock Exchange listing requirements. Admission to the official list of the FCA and to trading on the Main Market of the London Stock Exchange are offers and admission to trading made under the UK Prospectus Regulation.

Each Class of Securities traded on a Relevant Stock Exchanges may have different market makers, bid/offer spreads and depth of liquidity and may be traded using different platforms. In order to provide liquidity to investors and to minimise any tracking error, the Issuer will use reasonable endeavours to ensure that there is a market maker at all times following the first date that a particular Class of Securities is listed on a Relevant Stock Exchange.

1.5 Contract Structure and Flow of Funds for Securities

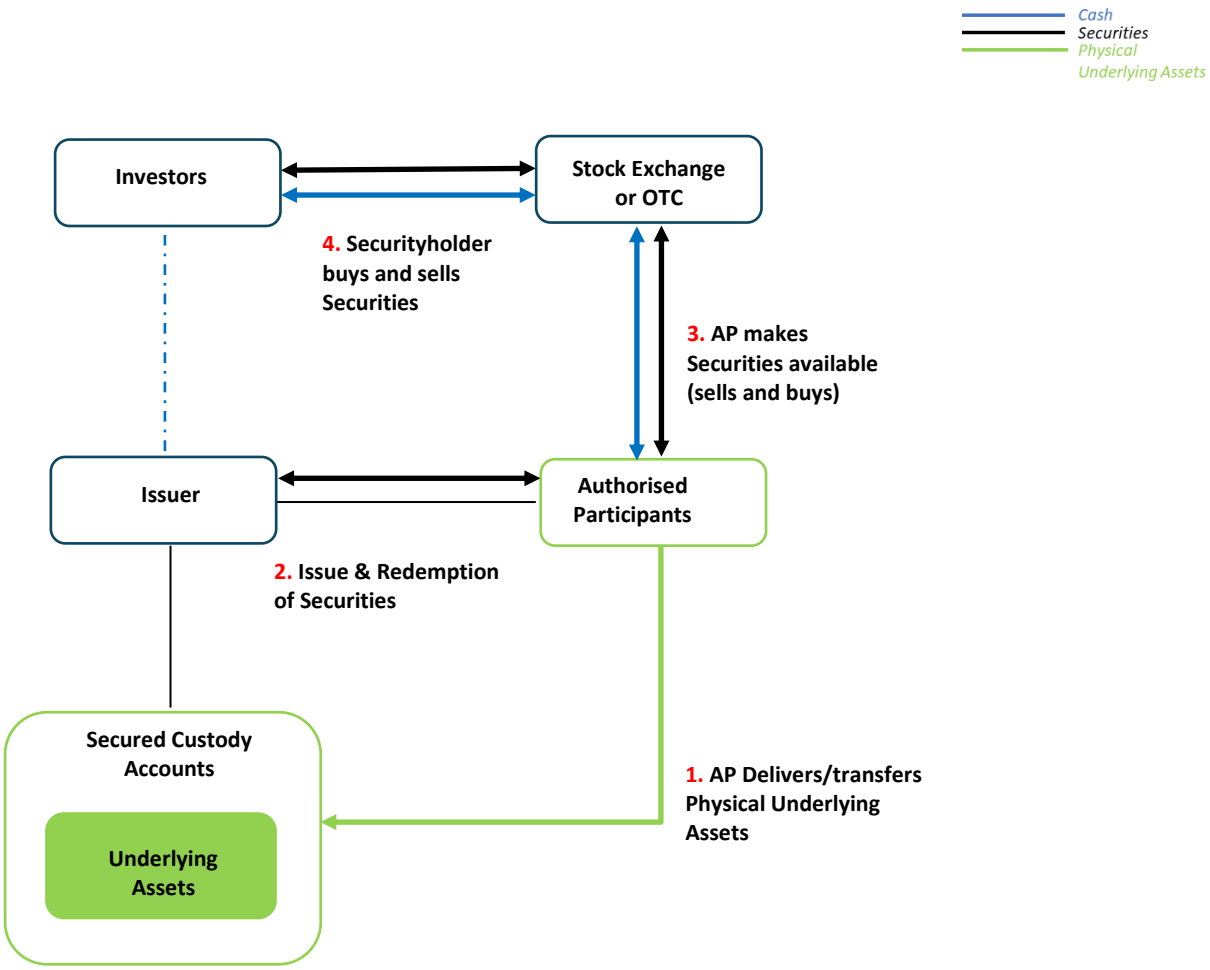
Structure

Securities are constituted by the Trust Deed. Under the terms of the Trust Deed, the Trustee acts as trustee for the Securityholders of each Class of the Securities. The relevant Underlying Assets and Secured Property held are the subject of floating and fixed charges and a pledge under the relevant Security Document(s) in favour of the Trustee to secure the obligations owed by the Issuer to the Trustee and the Securityholders in respect of the relevant Class of Securities. Additional security in respect of the Securities of each Class shall be created by or pursuant to any Supplemental Trust Deed relating to such Class and the Security Document(s) (if any) relating to such Class.

Under the Custody Agreements the relevant Custodian(s) acknowledge(s) the Security created in favour of the Trustee and agree(s) that once any relevant Underlying Assets are deposited in accordance with the relevant Custody Agreement, it may only be removed after approval from the Issuer (or the Trustee following an Event of Default). The obligations of the Issuer in respect of each Class of Security will be secured by a security such as a charge over the equivalent class of Underlying Assets in the relevant Issuer Accounts held by the Issuer and over the rights of the Issuer in respect of those Issuer Accounts under the relevant Custody Agreements.

Flow of Funds

Simplified Trading Structure for a Subscription of Securities



An Authorised Participant must deliver the relevant Underlying Assets meeting the requirements as set out by the Operating Memorandum equal to the aggregate Asset Entitlement (as defined below) into the accounts at the Custodians. Only once all of the Underlying Assets have been received will the Issuer create the relevant Securities and deliver them to the Authorised Participant via the Relevant Clearing System (such as Euroclear). Further details about settlement of the Securities in the Relevant Clearing System can be found under the heading 1.12 "*Relevant Clearing System and Settlement*" in section 1. "*General Description of the Programme* " of this Prospectus and/or in the relevant Issue Specific Option.

The Authorised Participant may then sell the Securities on a Relevant Stock Exchange, sell the Securities in off exchange transactions (known as "**OTC**" or "**Over-the-Counter**" transactions) or hold the Securities for themselves. The subscription process is described in more detail under heading 1.8 "*Subscriptions and Redemptions*" below.

Non-Authorised Participants can buy and sell Securities for cash on any of the Relevant Stock Exchanges on which the Securities may be admitted to trading or in private transactions (OTC) in the same way as they buy and sell other listed securities rather than directly from the Issuer. The Issuer is not party to these transactions, and the cash used to settle these transactions is not delivered to the Issuer. Market makers work to ensure that there is sufficient liquidity on those stock exchanges. As the value of the relevant Underlying Assets backing the Securities fluctuates, so will the value of such Securities. Investors should be aware that the value of any Securities that are Equity-Index Linked Securities or ETP-Index Linked Securities (together, the "**Index Linked Securities**") will not directly reflect the value of the relevant Index referenced by such Securities. Instead, the composition of the Asset Entitlement in respect of such Securities will track, to the extent reasonably practicable, the Shares or

the ETPs (as applicable) underlying the relevant Index. The Underlying Specific Entitlement (as defined below) in respect of such Securities will adjust as the relevant Index is rebalanced but the value of the Securities is not otherwise dependent on the performance of the relevant Index.

The relevant Underlying Assets will be held with all other relevant Underlying Assets attributable to such Class of Securities in the relevant secured accounts with the Custodians in the name of the Issuer in the Secured Custody Account.

See heading 1.8 "*Subscriptions and Redemptions*" below for information on subscription and redemption of Securities.

1.6 The System

The Issuer has implemented a system (the "**System**") for enabling Authorised Participants to make subscriptions and request redemptions of Securities operated by or on behalf of the Issuer, the process of which is set out in the Operating Memorandum which will be made available by the Issuer to the Authorised Participants upon signing an Authorised Participant Agreement.

1.7 Authorised Participants

Authorised Participants are experienced reputable financial institutions. The Issuer will only appoint Authorised Participants who meet certain eligibility requirements, experienced in administering and or dealing with in the Underlying Assets of the type referenced by the Securities, subject to the appropriate regulation in one or more of (i) a member state of the European Union, (ii) Jersey, (iii) the United Kingdom, and (iv) any another jurisdiction that is not a country or territory identified as presenting higher risks in the AML/CFT Handbook for regulated financial services business published by the Jersey Financial Services Commission from time to time and who have entered into an Authorised Participant Agreement with the Issuer. Authorised Participants are entitled to subscribe for new Securities directly with the Issuer, and redeem Securities directly with the Issuer. Non-AP Securityholders are Securityholders which are not an Authorised Participant. Non-AP Securityholders may therefore include retail investors as well as institutional investors who are not Authorised Participants. Non-AP Securityholders' rights of redemption are subject to certain qualifications.

The terms of the Authorised Participant Agreements are summarised in section 11. "*Summary of the Programme Documents*" below. The Issuer has agreed to use reasonable endeavours to ensure that, generally at all times after the first date that a particular Class of Securities is listed on a Relevant Stock Exchange, there is at least one Authorised Participant.

In case no Authorised Participant has been appointed by the Issuer or in case that no Authorised Participant is available for a certain period of time in respect of a particular Class of Securities, the Issuer will give notice to the Securityholders informing them of such circumstances.

Details of Authorised Participants will be published on http://www.hanetf.com.

1.8 Subscriptions and Redemptions

The Subscription and Redemption mechanisms are intended to ensure that the Securities have sufficient liquidity and that the price at which they trade on the Relevant Stock Exchanges tracks the price of the relevant Underlying Asset (before fees).

Subscription Process

As set out above, only an Authorised Participant may subscribe for Securities by way of a valid Subscription Form in accordance with the terms of the applicable Authorised Participant Agreement and the Operating Memorandum.

As set out in Condition 2 and 18 of the General Terms and Conditions applicable to the Securities, the Issuer will only accept a Subscription Form and issue Securities if:

(a) the Subscription Form is determined to be valid by or on behalf of the Issuer;

(b) the acceptance of such Subscription Form will not cause the Programme Maximum Number of Securities to be exceeded;

(c) the number of Securities that are the subject of the Subscription Form is greater than the Subscription Minimum (as specified in the Final Terms for the relevant Class of Securities); and

(d) all other conditions precedent to an issue of the Securities are satisfied, including, without limitation, the payment of the Subscription Fee.

Redemption Process

Each Security carries a right on Redemption to delivery in the respective Underlying Asset of an amount equal to the Asset Entitlement per Security. Any Securityholder may Redeem Securities directly with the Issuer.

A Securityholder may Redeem Securities by submitting a valid Redemption Form to require the Redemption of the Securities it holds for delivery of the relevant Underlying Asset (or, in limited circumstances, cash) in an amount equal to the Asset Entitlement of such Securities (as calculated on the Trade Date) into the applicable Securityholder Account on the applicable Redemption Settlement Date.

The Issuer will only accept a Redemption Form if it complies with the list of requirements detailed in Condition 8.4 (*Redemption Form*) of the General Terms and Conditions. If the Issuer determines that the Redemption Form complies with these conditions, it shall confirm to the Securityholder that the Redemption Form is valid as soon as reasonably practicable, with the date of such confirmation being the Trade Date.

No Securities may be Redeemed pursuant to a Redemption Form that the Issuer has not confirmed (in its absolute discretion) as valid.

No Redemption Form will be validated by the Issuer unless the Securityholder complies with all compliance and identification checks reasonably required by the Issuer, and the results of such checks are determined to be satisfactory to the Issuer and/or its agents ("**KYC**"). The Issuer is entitled, in its absolute discretion, to determine whether KYC requirements apply to any Redeeming Securityholder and whether such KYC requirements have been satisfied (including where the Redeeming Securityholder is an Authorised Participant, whether KYC requirements have already been satisfied). The Issuer shall not be responsible or liable to any person for any loss or damage suffered as a result of it conducting KYC.

Notwithstanding any other requirements listed in Condition 8.4 (*Redemption Form*) of the General Terms and Conditions that are applicable on any Redemption, in respect of a Redemption Form submitted by a Securityholder and in case of (i) an Optional Redemption where a Non-AP Securityholder has elected for (a) Physical or (b) Cash Redemption in fulfillment of its delivery claim to the relevant Underlying Asset, or (ii) a Securityholder who is an Authorised Participant if Cash Redemption applies, the Issuer will not validate a Redemption Form until, amongst others, the Securityholder specifies a Securityholder Account into which the relevant Underlying Asset or Cash can be deposited.

The process for subscriptions and redemptions is described in more detail in the relevant Issue Specific Option.

1.9 Subscription Fee and Redemption Deductions

Fees in form of the Subscription Fee (applicable in case of subscriptions by Authorised Participants which are, as set out above, entitled to subscribe for Securities directly with the Issuer) and redemption deductions (as specified in the applicable Issue Specific Option and which include Execution Costs, i.e. costs that may occur upon a Redemption as may be specified in the applicable Issue Specific Option) will apply in case of Subscriptions and Redemptions of Securities directly from the Issuer. These fees would usually be payable by the Securityholders (in case of the Subscription Fee by Authorised Participants only as only Authorised Participants are entitled to subscribe for Securities directly with

the Issuer) who deal directly with the Issuer and not by investors who buy and sell such on the secondary market, as further set out in the relevant Conditions.

In general, the Issuer, in performance of its obligation to Redeem any Class of Securities, may deduct the Redemption Deductions directly from the amounts due to the Securityholder on Redemption.

Notwithstanding the above, in the case of an Optional Redemption by a Non-AP Securityholder, the Issuer will not validate the associated Redemption Form until it receives the Redemption Fee in cleared funds from the Securityholder.

There may be additional fees payable on Subscription and Redemption which are set out in the relevant Issue Specific Option, if applicable.

1.10 Custody of Underlying Assets

The Underlying Assets upon which Securities will be secured will be held in secure accounts with the Custodian(s).

In the event that there is more than one Custodian in respect of a particular Class of Securities, the relevant Underlying Asset will be allocated amongst the relevant Custodians. The Issuer shall not be required to place the relevant Underlying Asset with a specific Custodian. The Issuer may allocate the relevant Underlying Asset amongst the relevant Custodians.

1.11 Security Structure

A security structure has been established to provide security for the Redemption Obligations of the Issuer to Securityholders upon redemption of Securities. The description of the security structure relevant for each Class of Securities is set out in more detail in the relevant Issue Specific Option and the Security Documents.

1.12 Relevant Clearing System and Settlement

Relevant Clearing System

The Securities may be issued in bearer form (including in new global note form or in classic global note form and serially numbered ("**Bearer Securities**"), in registered form ("**Registered Securities**") or in dematerialised uncertificated registered form which shall not be exchangeable for Bearer Securities.

The settlement of transactions in the Securities will take place within the Relevant Clearing System. To the extent that the settlement of transactions in the Securities will take place in CREST, a paperless multi-currency electronic settlement procedure enabling securities (including debt securities) to be evidenced otherwise than by written instrument, and transferring such securities electronically with effective delivery versus payment, the Securities are participating securities.

Certificated Form

For those Authorised Participants who wish to hold their Securities in Certificated Form (taking into account the principles set out below, i.e. the fact that the Issuer considers it preferable that Securities be held in Uncertificated Form), certificates in respect of the Securities will be dispatched within 10 Business Days of the Securities being issued.

For those Authorised Participants who desire to hold their Securities in Uncertificated Form, the relevant account of the Relevant Clearing System will be credited on the day on which the Securities are issued against payment.

The Issuer considers it preferable that Securities be held in Uncertificated Form. Notwithstanding any other provision in this document, the Issuer reserves the right to issue any Securities in Certificated Form. In normal circumstances this right is only likely to be exercised in the event of any interruption, failure or breakdown of the Relevant Clearing System (or any part thereof), or on the part of the facilities and/or systems operated by the Registrar in connection with the Relevant Clearing System. This right may also be exercised if the correct details (such as participant ID and member account details) are not

provided as requested on the Subscription Order. No temporary documents of title will be issued and, pending despatch of security certificates, transfers will be certified against the register.

No responsibility for settlement systems

Neither the Issuer nor the Trustee will have any responsibility for the performance by the Relevant Clearing Exchange of any of their respective obligations under the rules and procedures governing their operations.

1.13 Registers

The Registrar will maintain the registers of persons holding the Securities.

1.14 Money Laundering Regulations

The verification of identity requirements of Jersey's anti-money laundering laws and regulations and/or any subsequent equivalent legislation will apply to the Programme and verification of the identity of the (i) Authorised Participants or (ii) following a relevant announcement by the Issuer through a Notice permitting non-Authorised Participants to deal with the Issuer, non-Authorised Participants, for Securities may be required. The anti-money laundering laws and regulations of other jurisdictions may also apply to the Programme and verification of the identity of the Authorised Participants or non-Authorised Participants (as applicable).

By lodging a Subscription Form or lodging an Subscription Order through the System, each Authorised Participant or non-Authorised Participants (as applicable) confirms that it is subject to the requirements of the Proceeds of Crime (Jersey) Order 1999, the Money Laundering (Jersey) Order 2008 (as amended from time to time) (in relation to Jersey), the Money Laundering Regulations 2007 (in relation to the UK) and/or any other applicable anti-money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Issuer at the time of lodging the Subscription Form, or, at the absolute discretion of the Issuer, at such specified time thereafter as may be requested to ensure compliance with the Proceeds of Crime (Jersey) Order 1999, the Money Laundering (Jersey) Order 2008, the Money Laundering Regulations 2007 and/or any other applicable legislation.

The Issuer is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any Authorised Participant or non-Authorised Participants (as applicable) and whether such requirements have been satisfied. The Issuer shall not be responsible or liable to any person for any loss or damage suffered as a result of the exercise of their discretion hereunder.

No Subscription will be accepted by the Issuer unless evidence of such Authorised Participant's or non-Authorised Participant's (as applicable) identity satisfactory to the Issuer and its agents is provided.

1.15 The Issuer and the Management and Determination Agent

The Issuer is a special purpose company incorporated in Jersey for the purpose of issuing and redeeming Securities linked to various Underlying Assets and enabling those Securities to be traded on stock exchanges along with entering into the programme documents to be entered into in respect of each Class of Securities, i.e. each Trust Deed, the Security Documents, each Custody Agreement, the Agency Agreement, the Management and Determination Agent Agreement, each Authorised Participant Agreement and the Account Bank Agreement (each as defined in the Conditions and together referred to as the "**Programme Documents**").

The Issuer has not been assigned a credit rating and it is not intended that any Underlying Assets will be assigned credit ratings.

The shares in the Issuer are all ultimately held by an orphan purpose trust the trustee of which is Apex Financial Services (Trust Company) Limited. The Issuer is neither directly or indirectly owned or controlled by any other party to the Programme.

The Issuer and HANetf Limited have entered into a Management and Determination Agent Agreement in relation to the Programme pursuant to which HANetf Limited provides operational support services to the Issuer in relation to the Programme, including obligations in relation to the making of certain calculations and determinations in relation to the Securities.

HANetf Limited is currently an appointed representative of Privium Fund Management (UK) Limited ("**Privium**"). Privium is a professional services firm authorised and regulated by the UK Financial Conduct Authority.

1.16 Administration Services

The administrator is Apex Fund Services (Ireland) Limited (the "**Administrator**"). The Issuer and the Administrator have entered into an administration agreement, pursuant to which, the Administrator will perform certain administration duties including transaction processing services, customer due diligence and calculation of the Asset Entitlement of the relevant Securities.

The Administrator is part of the Apex Group, a global financial services organisation and one of the global top tier independent service provider which retains a focus on high client service levels delivered locally and administers circa $2.75trn in assets. Globally, the Apex Group administers over 10,000 structures.

1.17 US Broker-Dealer

With respect to each Class of Securities where the Underlying Asset is an ETF that is registered as an open-end management investment company under the U.S. Investment Company Act of 1940 as amended ("**US ETF**"), the US Broker-Dealer will perform certain services with respect to such Classes, including exercising any voting rights on behalf of the Issuer with respect to such US ETFs. The US Broker-Dealer also acts as the principal underwriter and distributor for such US ETFs in the United States of America. The US Broker-Dealer has no role in transaction processing or the selection of the Underlying Assets.

1.18 Further information

Information regarding Jersey and Swiss taxation in respect of the Programme and the Securities is set out in section 14. "*Tax Considerations*" below. If an investor is in any doubt about the tax position, it should consult a professional adviser. Your attention is drawn to the remainder of this document which contains further information relating to the Programme and the Securities.

1.19 No Securitisation, No STS Notification

The Issuer does not believe that the transactions described herein constitute a "securitisation" (as defined under the EU Securitisation Regulation, as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**") and as amended (including by the Securitisation (Amendment) (EU Exit) Regulations 2019) (the "**UK Securitisation Regulation**").

1.20 Confirmation of characteristics

The assets backing each issuance of Securities, being the Underlying Assets, have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the relevant Securities.

1.21 Purpose of the Final Terms

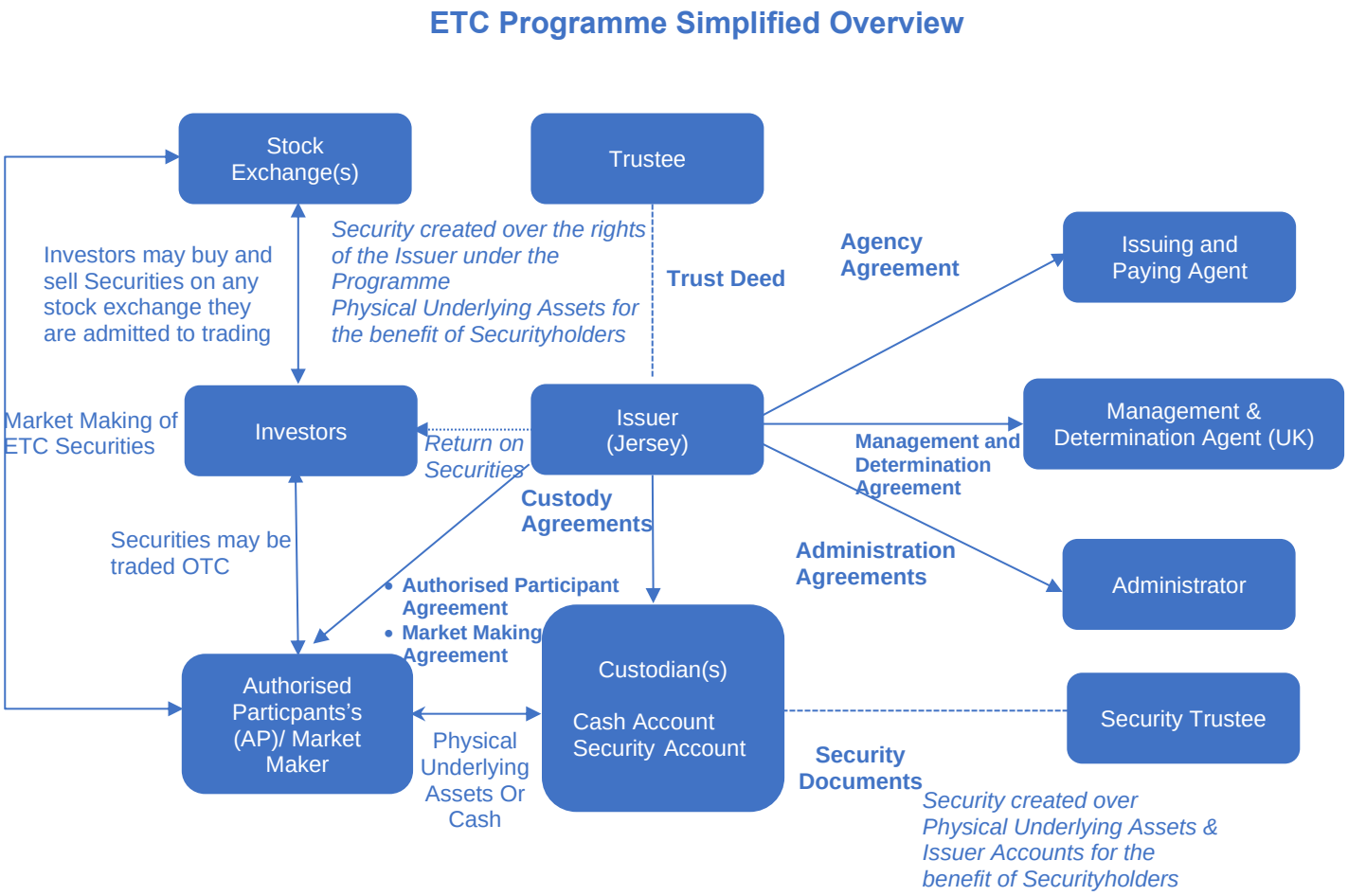
Any information relating to any Securities which is not included in this Prospectus, the General Terms and Conditions and the relevant Issue Specific Option and which is required in order to complete the necessary information in relation to a Tranche of Securities will be contained in the relevant Final Terms.

In respect of each Tranche of Securities, the related Final Terms must, for the purposes of that Tranche only, be read in conjunction with this Prospectus, the General Terms and Conditions and the relevant

Issue Specific Terms and Conditions. The terms and conditions applicable to any particular Tranche of Securities are the Conditions as completed by the related Final Terms.

1.22 Structure of the transaction

A diagrammatic representation of the principal aspects of the structure outlined above as currently in place appears below:



2. Risk Factors

This section contains a number of risk factors, both risks pertaining to the Issuer and pertaining to the Securities, which the Issuer believes may affect its ability to fulfil its obligations under the Securities.

The risk factors are presented in a limited number of categories depending on their nature. In each category, the two most material risk factors are presented first according to the assessment of the Issuer. Subsequent risk factors in the same category are not ranked in order of materiality or probability of occurrence. Where a risk factor may be categorised in more than one category, such risk factor appears only once and in the most relevant category for such risk factor.

The Issuer may issue (i) Securities linked to Equities and (ii) Securities linked to ETPs as the respective Underlying Asset. As described further below in the section "Specific risks applicable to each Class of Securities depending on the Underlying Asset", each of these classes of Underlying Assets involve certain asset specific risks. In connection therewith, Securityholders should note, that the asset specific risks associated with the relevant Underlying Assets differ substantially between the groups of Underlying Assets, so that Securities with identical features may also differ substantially in their risk profile based on the respective Underlying Asset of the Security.

A Securityholder may lose some or the entire value of their investment or part of their investment in Securities including for reasons other than those set out in the risk factors below, for example, for reasons not currently considered by the Issuer to be material or based on circumstances or facts of which the Issuer is not currently aware.

The risk factors are presented in the following categories depending on their nature:

2.1 Risks relating to the Issuer

2.1.1 Risks related to the Issuer's business activities

2.1.2 Risks related to the Issuer's corporate structure

2.2 Risks applicable to all Securities issued under this Prospectus

2.2.1 Market trading and price risk of Securities and the Underlying Assets

2.2.2 Risk of No Authorised Participants

2.2.3 Currency Risk

2.2.4 Capital Adjustment Factor changes

2.2.5 Effects of Weight Adjustment Factor upon Rebalancing

2.2.6 Custodian non-performance on Physical Redemption

2.2.7 Credit risk on third parties in relation to Cash Redemption or Compulsory Cash Redemption

2.2.8 Disruption Event Risks

2.2.9 Redemption Deductions

2.2.10 Liquidity Risk of the Securities

2.2.11 Liquidity risk of Underlying Assets

2.2.12 Secondary market price risk

2.2.13 Tracking error or tracking difference

2.2.14 Slippage and execution costs risk

2.2.15 Value of Investment – Secondary Market

2.2.16 Risk of breaches in the compliance processes of the Issuer and third parties

2.2.17 Tax

2.2.18 Failure of a Custodian

2.2.19 Operational risks

2.2.20 Trading Hours

2.2.21 Early Redemption

2.2.22 Insufficient Assets to Cover Principal Amount

2.2.23 Issuer Technical Amendment

2.2.24 Requirement to Have Minimum Number of Market Makers

2.2.25 Legal & Regulatory Risks

2.3 Specific risks applicable to each Class of Securities depending on the Underlying Asset

2.3.1 Risks specific to Equity Linked Securities, Equity-Basket Linked Securities and Equity-Index Linked Securities

2.3.2 Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities

2.3.3 Risks specific to Basket Linked Securities

2.3.4 Risks specific to Index Linked Securities

2.1 Risks relating to the Issuer

The following descriptions of the risk factors relating to the Issuer and their occurrence within a risk category, with the most material risk factors presented first in each category, should be understood as descriptions of residual risks, i.e. of the remaining risks following all counter measures taken in order to avoid such risks or limit their adverse effects.

2.1.1 Risks related to the Issuer's business activities

(a) The Issuer is a newly established special purpose vehicle with no operating and trading history. The Issuer has no track record of operating its intended business activities

The Issuer was registered with the Registrar of Companies in Jersey on 9 November 2022. Due to such a short period of existence, the Issuer does not have a long and comprehensive track record of successfully operating the business activity described herein. There is a risk that the Issuer will not be successful in issuing the Securities, and that the Issuer will not make profits, despite this being the Issuer's aim. If the Issuer becomes unsuccessful in the issuance of exchange traded securities, the Issuer may cease its business activities as issuer or ultimately become insolvent. Although the Issuer takes reasonable efforts to develop its business, there can be no assurance that the planned business activities will be successful in the future which could have an adverse impact on the Issuer's business and financial situation. If the Issuer became insolvent, a Securityholder may lose some or even all of their investment in the Securities. For further information, please see also risk factor 2.1.2 (a) "*No Recourse Except to the Issuer and the Secured Property*" below.

(b) Regulation of the Issuer

The Issuer is not required to be licensed or authorised under any current securities, commodities or banking laws in Jersey and will operate without supervision. There is no assurance that regulatory authorities in one or more jurisdictions would not take a contrary view regarding the regulatory treatment of the Issuer and might require the Issuer to cease its operations until the relevant regulatory

requirements have been satisfied. Any such requirement or change could require the Issuer to obtain licenses, registrations or authorisations or even make it impossible for the Issuer to perform its current business. The Issuer may not be granted such licenses, registrations or authorisations or it may face severe financial implications. This could have an adverse impact on the Issuer or the holders of the Securities as it may result in the Issuer redeeming the Securities early which, in turn, might lead to the Securityholders receiving a lower than expected yield on their Securities.

2.1.2 Risks related to the Issuer's corporate structure

(a) No Recourse Except to the Issuer and the Secured Property

The Issuer is a special purpose company established for the purpose of issuing the Securities. Any claims made against the Issuer will be satisfied against the Secured Property being the Underlying Assets or cash in custody with the Custodian(s) backing the relevant Securities in order of the priority of payments per the summary set out below "*Application of proceeds of enforcement of Security*". Claims for all amounts due to the Trustee and to payment of any remuneration and expense of any receiver and the costs of realisations of the security will rank above those of investors. If the net proceeds from the enforcement of the Secured Property in respect of a particular Class of Securities, following enforcement of the Security Documents applicable to that Class of Securities, are not sufficient to meet all obligations and make all payments due in respect of the Securities of that class, the obligations of the Issuer in respect of such Securities of that Class will be limited to the net proceeds of realisation of that Secured Property. In such circumstances the assets (if any) of the Issuer other than that Secured Property will not be available to meet any shortfall, the rights of the relevant Securityholders to receive any further amounts in respect of such obligations shall be extinguished and none of the Securityholders or the Trustee may take any further action to recover such amounts. In these circumstances a Securityholder will suffer a partial or total loss as they cannot realise the full value of their investment.

Application of proceeds of enforcement of Security as of the date of this Prospectus:

(i) first, in respect of the Securities of the relevant Class to, the Trustee or any appointee(s) or receiver(s) under or pursuant to the Trust Deed or the applicable Security Documents in respect of the relevant Class of Securities

(ii) secondly, in respect of the Securities of the relevant Class to, the Agents under or pursuant to the Agency Agreement, the Management and Determination Agent Agreement or any other agreement with the Issuer under which the relevant Agent is appointed from time to time in relation to the Securities;

(iii) thirdly, in respect of the Securities of the relevant Class to the Custodian under or pursuant to the Custody Agreement or any other agreement with the Issuer under which the Custodian is appointed from time to time in relation to the Securities;

(iv) fourthly, in payment of any amounts owing to the Securityholders of the relevant Class (subject to any Permanent Adjustment); and

(v) fifthly, in payment of any balance to the Issuer for itself or as it may direct.

(b) Unconnected Liabilities of the Issuer

The Issuer is a special purpose company but it is not a regulated fund with statutory segregated liability between sub-funds with each sub-fund having separate assets and liabilities. Accordingly, the Issuer uses contractual limited recourse and non-petition provisions to achieve segregated liability and to prevent assets held in relation to any particular Class of Securities being made available to satisfy the claims of Securityholders of a different Class of Securities. While assets held in relation to any particular Class of Securities are not available to satisfy the claims of Securityholders of a different Class of Securities, there is a risk that the Issuer may become subject to claims or other liabilities (whether in respect of the Securities or otherwise) which are not themselves subject to limited recourse or non-petition limitations. If this were to happen it could increase the likelihood of the Issuer entering insolvency proceedings. If the Issuer were to enter insolvency proceedings, an Event of Default (i.e.

certain events, e.g. the Issuer becomes insolvent, goes into administration or an order is issued by a court for the Issuer to be wound-up, that would trigger the Trustee stepping into the shoes of the Issuer and taking control of the Programme and the Underlying Assets) would occur in respect of each Class of Securities which would result in the Securities being Redeemed at short notice. This may result in the Securities being Redeemed on an earlier date than a Securityholder would otherwise have chosen. In these circumstances, the Securityholder may suffer a loss if the value of the Securities is lower than it would otherwise have been if the investment had been Redeemed on a day chosen by the Securityholder and may even lose all of their investment in the Securities.

(c) Limited Enforcement Rights

The Trustee may enforce the security constituted by the Security Documents with respect to a Class of Securities at its discretion but is only required to enforce the security on behalf of a Securityholder if it is directed to do so by an Extraordinary Resolution or in writing by holders of at least one-fifth in number of the Securities of the relevant Class then outstanding *provided that* the Trustee is indemnified and/or secured and/or pre-funded to its satisfaction. In circumstances where the Trustee is not obliged to enforce the security, a Securityholder will have no right to proceed directly against the Issuer and may therefore not be able to realise the value of their investment. In these circumstances a Securityholder will suffer a partial or even total loss as they cannot realise the full value of their investment.

(d) Administration and Winding-Up Proceedings in England

Under Section 426 of the Insolvency Act 1986, the English Courts may, if requested by a Court in a "relevant country or territory" (including Jersey), make an administration or winding up order in respect of a foreign company, such as the Issuer.

If the Issuer were placed in administration in England, the effect would be that during the period of administration, the affairs, business and property of the Issuer would be managed by a person known as an administrator and this could affect the ability of a Securityholder to redeem their Securities at a time of their choosing, which could mean a delay in the return of the Underlying Assets to Securityholders and a loss if the value of the Underlying Asset has reduced in the intervening period.

During the period beginning with making an application for an administration order and ending with the making of such an order or the dismissal of the application, no steps could be taken to enforce the security constituted by the Security Documents except with the leave of the Court and subject to such terms as the Court may impose.

In the case of administration, while the Issuer remained in administration no steps could be taken to enforce the security, except with the consent of the administrator or the leave of the Court and subject to such terms as the Court might impose. It is also open to the administrator to apply to the Court to sell property subject to the security free from the security. If the administrator were to take such a step, secured creditors would have the same priority in respect of the net proceeds as they had in respect of the assets subject to the security interests.

Under the Cross-Border Insolvency Regulations 2006 a foreign insolvency representative, in this case the insolvency representative of the Issuer in Jersey, may apply to the English Courts, *inter alia*, to commence insolvency proceedings under English law (which could include administration) or to have the English Courts recognise a foreign insolvency proceeding, or to have the English Courts grant a stay of any enforcement of any security. If any such application were made, it could affect the ability of the Trustee to enforce the security constituted by a Security Document.

If the Issuer were placed in liquidation in England, the security could be enforced by the Trustee on behalf of the Securityholders.

In the event that the Issuer became subject to an administration or winding up order, a Securityholder may lose some or even all of their investment in the Securities.

(e) Jersey insolvency procedures

The Issuer is incorporated under the laws of Jersey. Consequently and, in the event of an insolvency issuer, insolvency proceedings may be initiated in Jersey.

There are two principal regimes for corporate insolvency in Jersey: a declaration of "en désastre" (all creditors to share the proceeds of a debtor's assets sale) under the Bankruptcy (Désastre) (Jersey) Law 1990 ("**Bankruptcy Law**") and a winding up (a company stop doing business) under the Companies (Jersey) Law 1991 ("**Companies Law**").

The primary insolvency (unable to pay debts owed) procedure available to creditors (a person to whom money is owed) under Jersey law is an application for an Act of the Royal Court of Jersey ("**Royal Court**") under the Bankruptcy Law declaring the property of a debtor (a person who owes money) to be "en désastre". On a declaration of "en désastre," title and possession of the property of the debtor vests automatically in the Viscount, an official of the Royal Court ("**Viscount**"). With effect from the date of declaration, a creditor has no other remedy against the property of the debtor, and may not commence or, except with the consent of the Viscount or the Royal Court, continue any legal proceedings to recover the debt. However, a secured party with the benefit of a security interest pursuant to the Security Interests (Jersey) Law 2012 (the "**Security Interests Law**") may, without the consent of the Viscount or an order of the Royal Court, exercise any power of enforcement it may have under that law. This statutory protection is not afforded to the holder of a security interest granted under foreign law. It is, however, generally the established practice of the Viscount to respect foreign law governed security interests.

To the extent that the proceeds of such enforcement are insufficient to pay all the debts owed, that secured party will rank as an unsecured creditor in respect of the shortfall and as such has no other remedy against the property or person of the debtor, and may not commence any legal proceedings or, except with the consent of the Viscount or the Royal Court, continue any legal proceedings to recover the balance of the debt.

Additionally, the creditors and shareholders of a Jersey company can instigate a winding up of an insolvent company pursuant to Part 21 of the Companies Law (a "**creditors' winding up**").

On a creditors' winding up commenced by a company's shareholders, a liquidator (a person with legal powers to sell a company's assets and use the cash to repay creditors) is nominated by the shareholders and creditors may approve such a liquidator or apply to appoint a different liquidator. The shareholders must give creditors 14 days' notice of the meeting to commence the creditors' winding-up.

On a creditors' winding up commenced by a company's creditors, an application is made to the Royal Court to place the company in a creditors' winding up. At any time after the application has been made the Royal Court, the Royal Court may appoint a provisional liquidator with such powers as it sees fit. If the application is successful, the Royal Court will place the company in a creditors' winding up and appoint a liquidator.

After the commencement of the winding up, or the appointment of a provisional liquidator, no action can be taken or continued against the company except with the permission of the Royal Court.

The liquidator will stand in the shoes of the directors and administer the winding up, gather assets, make appropriate disposals of assets, settle claims and distribute assets as appropriate.

However, a secured party (with the benefit of a security interest pursuant to the Security Interests Law) may, without the permission of the Royal Court, exercise any power of enforcement it may have under that law. As in the case of a désastre, this statutory protection is not afforded to the holder of a security interest granted under foreign law. To the extent that the proceeds of such enforcement are insufficient to discharge liabilities owed, the secured party will rank as an unsecured creditor in respect of the shortfall and as such has no other remedy against the company without the permission of the Royal Court in the same manner as unsecured creditors.

The Jersey Companies Law requires a creditor of a company (subject to appeal) to be bound by an arrangement entered into by the company and its creditors immediately before or in the course of its

winding up if (among others) three quarters in number and value of the creditors acceded to the arrangement.

Compromises and arrangements with creditors

The Companies Law also grants the Royal Court the power to sanction a compromise or arrangement ("**Scheme**") between a Jersey company and its creditors or shareholders (or a class of either of them). Such a Scheme may be an agreement for the repayment of all, or part of the debt owed if approved by the relevant majorities of its creditors or shareholders (or a class of either of them). Once sanctioned, the Scheme is binding on all creditors or shareholders (or a class of either of them).

In the event that such Scheme is approved, the debt owed would be paid from the Secured Property being the Underlying Assets or cash in custody with the Custodian(s) backing the relevant Securities held by Securityholders. As a result, Securityholders may lose some of their investment in the Securities if the Scheme only allows for partial payment of the debt or even all of their investment in the Securities if there are not enough proceeds left to repay the Securityholders once all other creditors have been repaid.

Reviewable transactions

Under the Bankruptcy Law and the Companies Law the Royal Court or a liquidator (as applicable) may set aside a transaction entered into by a company with any person at an undervalue. There is a five-year look-back period from the date of commencement of the winding up or declaration of "en désastre" during which transactions are susceptible to being set aside as a transaction at an undervalue.

Under the Bankruptcy Law and the Companies Law the Royal Court or a liquidator (as applicable) may set aside a preference given by the company to any person. There is a 12-month look-back period from the date of commencement of the winding up or declaration of "en désastre" during which transactions are susceptible to being set aside as a preference.

Under the Bankruptcy Law and the Companies Law the Royal Court or a liquidator (as applicable) may set aside a transaction providing credit to the debtor company which is or was extortionate. There is a three-year look-back period from the date of commencement of the winding up or declaration of "désastre" during which transactions are susceptible to being set aside as an extortionate credit transaction.

Under the Bankruptcy Law and the Companies Law the Royal Court or a liquidator (as applicable) may within six months following the commencement of a creditors' winding up, disclaim any onerous property of the company. For this purpose "onerous property" includes any moveable property, a contract lease or other immoveable property if it is situated outside of Jersey that is unsaleable or not readily saleable or is such that it might give rise to a liability to pay money or perform any other onerous act, and includes an unprofitable contract.

A disclaimer operates to determine the rights, interests and liabilities of the company/debtor in the property disclaimed and discharges the company/Viscount from all liability in respect of the property but does not, except so far as is necessary for the purpose of releasing the company/debtor from liability, affect the rights or liabilities of any other person.

A person sustaining loss or damage as a result of a disclaimer is deemed to be a creditor of the company to the extent of the loss or damage and has standing as an unsecured creditor in the "en désastre" or creditors' winding up.

In addition to the Jersey statutory provisions referred to above, there are certain principles of Jersey customary law under which dispositions of assets with the intention of defeating creditors' claims may be set aside.

In the event any of the transactions entered into under the Programme Documents are ruled against, disclaimed or otherwise become subject to the circumstances set out above, this may negatively impact on the value of the Securities and a Securityholder may lose some or even all of their investment in the Securities.

Preferred creditors

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Jersey law as creditors that are senior relative to its secured creditors including the Securityholders, the Securityholders (and other secured creditors) may suffer losses as a result of their subordinated status (falling behind other creditors in the order of receiving payment) during such insolvency proceedings. In particular, under Jersey law, upon an insolvency of a Jersey company, such as the Issuer, when applying the proceeds of assets subject to security not created under Jersey law which may have been realised in the course of a liquidation or other bankruptcy proceedings, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant security. These preferred claims include the remuneration, costs and expenses properly incurred by a liquidator, the Viscount or other insolvency practitioner. Such preferred claims may negatively impact on the value of the Securities and a Securityholder may lose some or even all of their investment in the Securities.

Foreign law governed security

Under the laws of Jersey, a person incorporated or established in Jersey is deemed to have capacity to grant security governed under foreign law over property situated outside Jersey. However, to the extent that any security interest governed by a foreign law (including a floating charge) is expressed to apply to any assets of a person incorporated or established in Jersey such floating charge or other security interest is not likely to be held valid and enforceable by the Jersey courts in respect of such assets.

Further, the Insolvency Act 1986 does not apply in Jersey and receivers, administrative receivers and administrators are not part of the laws of Jersey. Accordingly, the Jersey courts may not recognise the powers of an administrator, administrative receiver or other receiver appointed in respect of Jersey situs assets.

The Royal Court may, however, assist the courts of prescribed countries and territories and, applying general principles of comity, assist the courts in other jurisdictions, in all matters relating to the insolvency of any person to the extent that the Royal Court think fit.

If insolvency proceedings have been commenced in relation to the company outside of Jersey, the nature and extent of the cooperation from Jersey is likely to depend on the nature of the requesting country's insolvency regime.

When considering how to proceed, the Royal Court may have regard to the UNCITRAL model law, even though the model law has not been implemented as a separate law in Jersey, but this is matter for the Court's discretion and they may choose not to follow the provisions of the UNCITRAL model law.

Further, as Jersey is not part of the European Union Regulation (EU) 2015/848, as amended by Regulation (EU) 2021/2260 ("**Recast Insolvency Regulation**") does not have direct effect in Jersey and has not been implemented in Jersey as a separate law. Accordingly, the automatic test of centre of main interests does not apply and the approach adopted by the Royal Court may not be consistent with the Recast Insolvency Regulation.

If insolvency proceedings have been commenced in another jurisdiction in relation to the company, the nature and extent of the cooperation from Jersey is likely to depend on the nature of the requesting country's insolvency regime and any reciprocity between the jurisdictions.

Enforcement of a security interest against a Jersey company may be further limited by fraud, bankruptcy, insolvency, liquidation, dissolution, reorganisation or other laws of general application relating to or affecting the rights of creditors.

As a result of these considerations, a Securityholder may lose some or even all of their investment in the Securities.

(f) No Guarantee by any other Party

The Securities issued under the Programme will not be guaranteed by, or be the responsibility of, any entity other than the Issuer. Aside from the Issuer, no party, or any other person (including any affiliate of the Issuer) is required to make payments on the Securities of any Class. Specifically, the Securities:

(a) will not have the status of a bank deposit and will not be within the scope of any deposit protection scheme or any client money protection scheme;

(b) are not insured or guaranteed by any government, government agency or other body; and

(c) by virtue of the issue of the Securities, the Issuer is not regulated by the Swedish central bank (*Sveriges riksbank*) or any other central bank.

Consequently, if the Issuer were to fail to satisfy its obligations in respect of the Securities, the Securityholders would have no recourse to any other person or ability to require any other person to make payments on behalf of the Issuer and in such circumstances, a Securityholder could suffer a loss of some or all of their investment in the Securities.

2.2 Risks applicable to all Securities issued under this Prospectus

An investment in a Class of Securities involves certain risks associated with the characteristics, specification and type of the Securities which could lead to substantial losses that Securityholders would have to bear in the case of selling their Securities. Risks regarding a Class of Securities comprise, *inter alia*, the following risks:

2.2.1 Market trading and price risk of Securities and the Underlying Assets

General movements in local and international markets and factors that affect the investment climate and investor sentiment could all affect the level of trading and, therefore, the market price of the Underlying Assets and/or the Securities. This may lead to a fall in the value of Securities which will have an adverse impact on any investor that purchased the Securities at a higher price as that investor would suffer a loss as a result. These factors may have different effects on each Class of Securities and, therefore, the impact may be different depending on which Securities an investor is holding.

The market price of the Securities will be affected by a number of factors including, but not limited to, the value and volatility of the Underlying Asset and market perception. As a result, the price may be volatile and may fall rapidly and significantly. This could lead to an investor suffering a loss as they may not be able to sell their Securities quickly and/or at a price such that the investor is able to prevent or minimise any loss of its investment.

Prospective investors may lose the value of their entire investment or part of their investment in the Securities.

2.2.2 Risk of No Authorised Participants

There can be no assurance that there will at all times be an Authorised Participant to deal with the Issuer in applying for or redeeming Securities. If there are no Authorised Participants, the investor would need to redeem Securities either directly with the Issuer or sell its Securities on the secondary market, and this may take longer to complete or give rise to additional fees or costs. This delay in redemption in these circumstances may expose Securityholders to movements in the value of the Underlying Asset during such period, meaning that a Securityholder could receive less on redemption than they would otherwise have received had an Authorised Participant been available.

If there is no Authorised Participant, the Issuer may (but is not obliged to) determine that a Compulsory Redemption Event (i.e. an event, such as, not having an Authorised Participant in place causing the Issuer to sell all or part of the Underlying Assets) in respect of the Securities has occurred. In such case, the Issuer may notify Securityholders that there are no Authorised Participants and that a Compulsory Redemption Event has occurred in respect of the Securities as a result of which the Securities will be redeemed as further set out in the relevant Final Terms. If a Compulsory Redemption Event were to occur, all Securities subject to the relevant notice will be redeemed pursuant to the Redemption Payment

Procedures (i.e. the order in which the proceeds from the sale of the assets will be paid to each creditor or Securityholder). The occurrence of a Compulsory Redemption Event could result in a Securityholder suffering a loss of some or all of their investment in the Securities if, for example, the price of the Underlying Assets has fallen in value since the Securityholder first invested in the respective Securities and may result in the amount received by the Securityholder being less than it would have been had the Securities been redeemed on a date chosen by that Securityholder. In order to limit this risk, the Issuer aims to appoint multiple Authorised Participants and use reasonable endeavours to ensure that, generally at all times after the first date that a particular Class of Securities is listed on a Relevant Stock Exchange, there is at least one Authorised Participant.

2.2.3 Currency Risk

The price of Securities will be calculated in the base currency of the Securities, i.e. the currency in which the Securities are being offered e.g. GBP, EURO or USD ("Base Currency"); in particular, in case of a redemption, the Issuer may agree to receive the redemption fee payable upon such redemption in a currency other than the Base Currency. To the extent that a Securityholder values Securities in another currency than the Base Currency and/or if the Issuer elects to receive the redemption fee in a currency other than the Base Currency, that value may be affected by changes in the exchange rate between the Base Currency and that other currency so that the price of Securities and/or the redemption fee payable by a Securityholder, as relevant, may be lower or higher than originally anticipated by the Securityholder. Such changes in the exchange rate may result in the amount received by the Securityholder being less than it would have been had the exchange rate not changed.

2.2.4 Capital Adjustment Factor changes

The variables or underlying factors that are taken into account in calculating the individual asset entitlement for each Underlying Asset comprising the Asset Entitlement for a Class of Securities linked to more than one individual Underlying Asset on any day in accordance with the relevant Issue Specific Option are reflected in the Capital Adjustment Factor. (i.e. an amount determined by the Issuer to cover any increase in fees or expenses that may arise or be levied by various service providers in connection with the relevant Class of Securities). The Issuer may vary the Capital Adjustment Factor in respect of a Class on any day (as indicated in the formula to calculate the Asset Entitlement as set out in the relevant Issue Specific Option) without giving notice to the Securityholders. Potential investors should note that the Issuer is not required to consider the interests of the Securityholders in making any such variation. Any such variation in Capital Adjustment Factor or fees may negatively impact the return for Securityholders of that Class.

2.2.5 Effects of Weight Adjustment Factor upon Rebalancing

The Weight Adjustment Factor following a Rebalancing (where a security that is part of a basket or index is removed and or replaced with another security) will take into account and include costs connected to the Rebalancing such as execution and slippage costs for selling and or buying securities when the Issuer is determining the amount that represents a change in the individual asset entitlement for the removal of a security and or the inclusion of a new security now forming part of the Asset Entitlement for that Class of Securities.

It may not always be reasonably practicable to match the new weights of each of the Underlying Assets comprised in the Basket and/or Index, as applicable, including (without limitation), in circumstances where the relevant Underlying Asset is not supported by the Custodian(s) or there is a market disruption affecting the relevant Underlying Asset during the Rebalancing Period. This may result in a reduction in value of the Underlying Asset and linked Securities in turn from the initial purchase price, causing a partial loss to a Securityholder should they decide to sell at the time of a Rebalancing taking place.

2.2.6 Custodian non-performance on Physical Redemption

In the case of a Physical Redemption (i.e. a Securityholder receives the actual Underlying asset e.g. Tesla shares instead of cash from the sale of the Underlying Asset) of the Securities, the Issuer will

instruct the relevant Custodian(s) to effect a transfer of the relevant Underlying Asset(s) for the Securities being redeemed to the Securityholder. There may be circumstances in which a Custodian fails to effect such a transfer in accordance with such instructions. In that event, the Issuer will be not be responsible to or liable to the Securityholder for such failure. The Issuer will to the extent practicable assign to the redeeming Securityholder its claims against the relevant Custodian(s) in respect of the Underlying Asset(s) that have not been transferred, but it may not be practicable to assign such claims and such claims may be of little or no value. As a result, a Custodian's failure to effect such a transfer may result in the Securityholder losing all of its investment.

2.2.7 Credit risk on third parties in relation to Cash Redemption or Compulsory Cash Redemption

In the case of a Cash Redemption or Compulsory Cash Redemption of the Securities, the Issuer will sell the Underlying Asset(s) for the Securities being redeemed. There is no requirement under the Programme to require the counterparty to any such sale to grant any security or provide any collateral in respect of the obligations it owes to the Issuer in respect of the sale. There may be circumstances in which such counterparty fails to perform its obligations under such sale and fails to pay the consideration for the purchase of the Underlying Asset(s) to the Issuer. The Issuer will to the extent practicable assign to the redeeming Securityholder its claims against such counterparty in respect of the redeeming Securityholder's share in the proceeds of the sale of such Underlying Assets that has not been paid, but it may not be practicable to assign such claims and such claims may be of little or no value. As a result, the failure of a counterparty to pay such proceeds to the Issuer may result in the Securityholder losing all of its investment.

2.2.8 Disruption Event Risks

If, in respect of a Class of Securities, a Disruption Event (i.e. an event that disrupts the Programme from operating e.g. unable to buy and sell the Securities on a stock exchange)) occurs, the Issuer may suspend or postpone (i) any request for redemption of Securities, (ii) any settlement of any redemption of Securities or (iii) any Compulsory Redemption or the settlement thereof.

A Disruption Event includes (i) disruption to the market for an Underlying Asset, (ii) disruptions related to the service provider (e.g. if a service provider resigns or its appointment is terminated for any reason and no successor has been appointed) and (iii) a disruption related to the Secured Property. Further, in respect of Index Linked Securities only, any event which results in the Issuer being unable to calculate the relevant Asset Entitlement for that Class of Index Linked Securities.

During the period that Redemption of Securities of such Class is suspended, the Securities and the Underlying Assets may decrease in value and Securityholders that were prevented from requesting a Redemption may lose all or some of their investment as a result. During the period that settlement of Redemptions or Compulsory Redemption is suspended or postponed, the Securities may fall in value so that the Redemption Amount received is lower (or considerably lower) (or has a lower or considerably lower cash value) than would have been the case if the Disruption Event had not occurred.

In addition, in case of a Disruption Event due to a Secured Accounts Disruption (as defined in the Conditions), the Asset Entitlement of the relevant Securities may be subject to a permanent reduction, including to zero.

2.2.9 Redemption Deductions

Prospective investors should note that Redemption Deductions (i.e. fees) are payable in respect of redemption of Securities.

Prospective investors should note that the Redemption Amount payable by the Issuer to a Securityholder in respect of a Security will be calculated less any applicable fees, which include but are not limited to Redemption Deductions. As such, the amount due to a Securityholder in respect of each Security held by it on the Optional Redemption Settlement Date or the Compulsory Redemption Settlement Date will be less than the aggregate price per Asset Entitlement in respect of such Securities.

2.2.10 Liquidity Risk of the Securities

The Securities are intended to be listed and traded on a regulated market in the United Kingdom, the London Stock Exchange and may be listed or traded on one or more other Relevant Stock Exchanges. There is no certainty that there will be liquidity available on a Relevant Stock Exchange or that the price will be in line with the market value of the Underlying Assets at any given time. The Securities may have long settlement periods or may become hard to value, buy or sell at a reasonable price or in a large volume. The Issuer's ability to meet its obligation in relation to the Securities may also decline drastically. There can be no assurance as to the depth of the secondary market (if any) in Securities, which could affect their liquidity and market price.

Additionally, the market for certain investments may become illiquid under adverse market or economic conditions, independent of any specific adverse changes to the condition of the Issuer. As the Securities are relatively new and complex investments, their trading behaviour under a stressed financial environment is yet untested and there can be no assurance as to the depth of any secondary market in Securities which would affect the ability of an investor to trade in Securities, at an advantageous time, on the secondary market. In the event that the Securities become illiquid, this may negatively impact both the liquidity and price of the Securities.

2.2.11 Liquidity risk of Underlying Assets

The liquidity of a Security is directly linked to the liquidity profile of the Underlying Asset which may change over time. In the event of liquidity in the Underlying Asset reducing, liquidity in the Securities may also reduce and investors may find it difficult to sell Securities bought previously. Reduction in liquidity is often accompanied by falls in price or increased volatility. Investors should be aware that a deterioration in underlying market conditions will likely affect their ability to transact in any Security. This may adversely affect the price at which Securityholders are able to trade the Securities in the secondary market and might result in Securityholders suffering a partial or even total loss as they cannot realise the full value of their investment.

2.2.12 Secondary market price risk

At any time, the price at which Securities trade on a Relevant Stock Exchange (or any other exchange or market on which they may be quoted or traded) may not reflect accurately the Asset Entitlement. The subscription and redemption procedures for Securities and the role of the market maker(s) are intended to minimise this potential difference. However, the market price per Security will be a function of supply and demand for the Securities and the bid/offer spread that market-makers are willing to quote for Securities. As a result, an investor may pay more or less than the market value of the Asset Entitlement when the investor buys Securities on any secondary market. Correspondingly, an investor may receive more or less than the price per Security when Securities are sold on a secondary market.

Whilst market makers may have obligations to an exchange, market makers are not obliged to make a market for any Class of Securities. A reduced number of market makers making a market in Securities could impact liquidity that, in turn, could negatively impact the market price of the Securities.

Additionally, pricing and liquidity provision in the secondary market is dependent on the equities trading ecosystem and the participants within it. This includes, but is not limited to, exchanges, market making firms, banks, clearing houses, Multi-lateral Trading Facilities and associated electronic communication channels as well as connectivity infrastructure. Any disruption to this ecosystem can result in reduced liquidity and price distortion of the Security in the secondary market. Any of these factors could cause an investor to be restricted in their ability to buy and sell Securities at a particular time which could cause them to incur a loss.

2.2.13 Tracking error or tracking difference

If a Security tracks or replicates an underlying index, price or performance, the application of fees and other adjustments may cause the change in the price or performance per Security for any given period of time to differ from the change in the relevant underlying index, price or performance. As a result, an investor may find that the return they achieve from an investment in Securities is less than the return they would have achieved from an investment in the underlying index or other asset.

2.2.14 Slippage and execution costs risk

The reference price of an Underlying Asset may differ from the price at which the Issuer is able to purchase or dispose of that Underlying Asset. This may have an impact on the proceeds realised from the sale of that Underlying Asset on Cash Redemptions or Compulsory Cash Redemptions or cash creations of the Securities. As a result the Securityholder may receive less, or substantially less from the Issuer, than if they had purchased or disposed of the Underlying Asset themselves. Prospective investors in Basket Linked Securities and/or in Index Linked Securities should also be aware that a Rebalancing (i.e. an adjustment to the individual securities held in a basket or index where a security that is part of a basket or index is removed and or replaced with another in compliance with the objectives of a basket or index composition e.g. a security held in the basket or index is no longer listed on a stock exchange and is therefore no longer eligible for inclusion in a basket or index) may require the Issuer to purchase or dispose of an Underlying Asset from time to time in certain circumstances. The price at which the Issuer is able to do so will impact the composition and weighting of the Underlying Assets for a Class of Basket Linked Securities and/or in Index Linked Securities. This may result in the value, composition and weighting of the Underlying Assets being different to the value, composition and weighting of the relevant Underlying Asset in the Index, thereby increasing tracking error or difference and may result in a reduction in value of the Underlying Asset and linked Securities in turn from the initial purchase price, causing a partial loss to a Securityholder should they decide to sell at the times these events are taking place. Furthermore, An investment in a Class of Index Linked Securities is therefore not the same as an investment in the Index itself.

2.2.15 Value of Investment – Secondary Market

A market maker may maintain such bid/offer spread as it determines in its absolute discretion. In the event that there is extreme market volatility in the price of the Underlying Asset, the market maker may use its discretion to widen spreads as necessary, or take any other action it sees fit, including exiting the market. The bid/offer spread is the difference between the bid price (i.e. the price at which a holder can sell Securities to the market maker) and the offer/issue price (i.e. the price at which a holder can buy Securities from the market maker). Any price provided by a market maker or other secondary market price may take into account fees (including any dealing order fees charged by the Issuer to a market maker), charges, duties, taxes, commissions, liquidity, market spreads and/or other factors. Prospective investors should be aware that a market maker may purchase Securities and hold them on its own inventory and may exercise all voting rights associated with the Securities during this period. Any such actions by a market maker may adversely affect the price at which Securityholders are able to trade the Securities in the secondary market.

2.2.16 Risk of breaches in the compliance processes of the Issuer and third parties

The Issuer does not carry out any other business than the issue of exchange traded securities linked to and secured by the Underlying Assets and does not safekeep, administrate and/or protect the Underlying Assets for others, so that the Issuer does not require specific licenses under the laws of Jersey. Accordingly, pursuant to the regulatory framework which is currently applicable to the Issuer, it faces relatively low compliance requirements, as it is, for example, not directly responsible for Know Your Customer ("**KYC**") and/or Anti-Money Laundering ("**AML**") checks of end investors. However, the Issuer takes reasonable efforts to establish the nature of counterparty and customer activities and ascertain the legitimacy of counterparty funds. In this respect the Issuer relies on its Authorised Participants to perform checks on the sources of funds. It should be stressed that performing KYC/AML checks in respect of transactions related to the Underlying Assets is new and challenging and even though Authorised Participants are regulated entities, there is risk of compliance failures with respect to KYC/AML. Any breach of the compliance processes of the Issuer, Authorised Participants or service providers could have a material adverse effect on the Issuer's core business, including reputational damage and significant legal and financial impact.

2.2.17 Tax

Depending on the investor's country of residence, a holding in Securities that reference the price of Underlying Assets may have tax implications, such as value added tax or capital gains tax. Investors should consider whether such tax liabilities apply when investing in the Securities and should consult their tax advisors regarding their specific circumstances and consequences for themselves. Each investor will assume and be solely responsible for any and all taxes of any jurisdiction, including central government or local state taxes or other like assessment or charges which may be applied in respect of Securities. In the event that any withholding tax or deduction for tax is imposed on payments on the Securities, the Securityholders will be subject to such tax or deduction and will not be entitled to receive amounts to compensate for such withholding or deduction. Investors should be aware that the tax treatment of the Securities in their jurisdiction will impact the return that they achieve from their holding of Securities and this should inform their decision to invest.

2.2.18 Failure of a Custodian

If a Custodian were to enter into an insolvency procedure then that may prevent or delay access to some or all Underlying Assets held as collateral with respect to the Securities thereby causing a total or partial loss to investors. Redemptions could be delayed and the situation may also result in a compulsory redemption at a time disadvantageous to an investor.

2.2.19 Operational risks

The Issuer has developed and maintains the System for enabling Authorised Participants to make subscriptions and request redemptions of Securities with the Issuer, the process of which is set out in the Operating Memorandum. The Administrator, the Issuer and other related entities utilise the System to enable primary orders, track order settlement status and report order activity to interested parties. Operationally the System forms a critical piece in the operation and administration Securities. Prolonged downtime of the System for any material length of time would impact the Issuer and Administrator's ability to service automated primary market order activities. The risk of delayed confirmation of primary orders would potentially occur in the event of a significant inability to operate the System in normal conditions. Any operational failure, including but not limited to any such failure and/or delay of the System, could potentially impact the provision of market maker liquidity on the secondary market. This might adversely affect the price at which Securityholders are able to trade the Securities in the secondary markets and, in case of an illiquid secondary market, Securityholders might be prevented from monetising their investment which could ultimately result in a total loss of investment.

2.2.20 Trading Hours

The Securities will trade only during regular trading hours on the Relevant Stock Exchange(s) on which they are listed. The Underlying Assets to the Securities may trade on exchanges which operate globally around the clock. To the extent that a Relevant Stock Exchange is closed while the markets for Underlying Assets remain open, significant price movements may take place an investor in Securities will not be able to take account of. This may limit Securityholders' ability to react to price movements or volatility in the markets for the relevant Underlying Asset. Additionally, Securityholders will not be able to redeem the Securities until such Relevant Stock Exchange is open for trading. In these circumstances, a Securityholder may suffer a loss if the cash value of the Securities at that time is less than it would otherwise have been if redeemed at a time when the applicable Relevant Stock Exchange was closed but other markets in Underlying Assets remained open.

2.2.21 Early Redemption

(a) Issuer call option

The Issuer may at any time, in its sole and absolute discretion, elect to redeem all Securities, or all or some only of the Securities of a Class due to certain events, such as, a change in law or regulation which would make it illegal or impossible for the Issuer to perform its obligation under the terms and conditions of the Securities . In exercising such discretion, the Issuer will have no regard to the interests of the Securityholders, and Securityholders may receive less, or substantially less, than their initial investment.

(b) Compulsory Redemption Events

The Issuer may at any time determine that a Compulsory Redemption Event has occurred, e.g. if the market value of the Asset Entitlement per Security of a Class falls below a certain percentage level of the principal amount of the respective Securities , if any of the Management and Determination Agent, the Administrator, the Issuing and Paying Agent, the Registrar, the Paying Agent(s), the Eligible Cash Account Bank or all of the Authorised Participants in relation to the Securities resign their appointment or their appointment is terminated and no successor or replacement has been appointed , if any custody agreement is terminated and no replacement has been entered into or if the Issuer determines that due to the adoption or any change in law or regulation or the interpretation thereof it has or reasonably expects that it will become illegal for the Issuer to perform its obligations under the Securities or the Issuer would incur or expect to incur materially increased costs in performing its obligations under the Securities or all Securities of any one or more Class , so that the relevant Securities are to be Redeemed compulsorily. In exercising such discretion, the Issuer will have no regard to the interests of the Securityholders, and Securityholders may receive less, or substantially less, than their initial investment.

(c) Compulsory Redemption for cause

In addition to the Compulsory Redemption Events set out in (b) above, the Issuer may at any time and in its absolute discretion, elect to redeem the Securities held by a Securityholder if the Issuer required the respective Securityholder to certify and provide evidence that the Securityholder is not in breach of any law or regulation or would risk exposing any other party to any Programme Document (other than the Issuer and the Securityholders (such party, a "**Programme Party**") to a breach of any law or regulation and the relevant Securityholder has either not provided such certification or evidence in a timely and satisfactory manner or the relevant Securityholder has certified that it is in breach or would risk exposing any other Programme Party to such breach . Further, the Issuer may at any time and in its absolute discretion elect to redeem the Securities held by a Securityholder if the Issuer considers that such Securities are or may be owned or held by any person in breach of any law or requirement of any country or that the ownership or holding of these Securities would expose any Programme Party to a risk of violation of any law or regulation . In exercising such discretion, the Issuer will have no regard to the interests of the Securityholders, and Securityholders may receive less, or substantially less, than their initial investment.

(d) Securityholder directions

The Conditions of each Class of Securities permit the holders of at least one-fifth in number of such Class of Securities then outstanding following the occurrence of (i) an Event of Default; and/or (ii) an Issuer Insolvency Event which would, upon delivery of the requisite notice, constitute a Compulsory Redemption Event, to direct the Trustee to deliver a notice or take such other action in accordance with the Conditions, whereupon each Security of such Class will become due and payable at its Redemption Amount (as applicable) immediately upon the delivery of such notice (in the case of an Event of Default) or will be compulsorily redeemed with settlement due on the Compulsory Redemption Settlement Date (in the case of a Compulsory Redemption Event). The Trustee will not however be obliged to take any step or action or to act in accordance with any such direction unless the Trustee has been pre-funded and/or secured and/or indemnified to its satisfaction by one or more Securityholders.

At any time after the security constituted by a Security Document has become enforceable, the Trustee may, at its discretion, and will, if so directed in writing by holders of at least one-fifth of the outstanding number of Securities of the relevant Class, subject to its having been pre-funded and/or secured and/or indemnified to its satisfaction by the Securityholders of the relevant Class, enforce the security constituted by the relevant Security Documents.

Consequently, an investment in Securities may be Redeemed earlier than desired by a Securityholder and on short notice. In these circumstances, a Securityholder may suffer a loss if the Redemption Amount of the Securities at that time is less than it would otherwise have been if redeemed on a day chosen by the Securityholder.

2.2.22 Insufficient Assets to Cover Principal Amount

A Securityholder may elect to receive an amount in cash equal to the Principal Amount instead of the amount otherwise specified on a redemption. Such Principal Amount operates as a minimum repayment amount which is payable at the election of the Securityholder. Due to the limited recourse nature of the Securities, in the event that the value of the Asset Entitlement of the relevant Class is insufficient to pay the Principal Amount to all Securityholders who have elected to receive the Principal Amount, such Securityholders may not receive payment of the Principal Amount in full and may receive substantially less.

2.2.23 Issuer Technical Amendment

The Trustee may agree without the consent of any of the Securityholders to a modification to the Conditions, any relevant Trust Deed and/or any Programme Document to effect any adjustment to the Conditions of the Securities as a consequence of the occurrence of an Adjustment Event (i.e. a delisting, nationalisation or acquisition of the Underlying Asset) (the date on which such adjustment is effected, being the "**Adjustment Effective Date**"). Adjustments so agreed as a consequence of an Adjustment Event must not have the consequence that there is a negative change to the Asset Entitlement in respect of the relevant Securities at the time the adjustments are agreed and must not take effect until at least three calendar days have elapsed after they were announced to Securityholders.

The definition of an Adjustment Event may include, without limitation, changes in the market for transacting in the relevant Underlying Asset, in the legal or regulatory status of the Underlying Asset or, in the case of Index Linked Securities, a cancellation or disruption affecting the relevant underlying index or a modification to the methodology for calculating such underlying index. The Trustee will not agree to such a modification unless the Issuer has certified in writing to the Trustee, upon which certification the Trustee may rely without any obligation to investigate or verify or form its own opinion and, absent its wilful misconduct or gross negligence, without liability to any person that any such modification (1) is in its opinion not materially prejudicial to the interests of any Class of Securityholders and (2) has been drafted solely for the purposes given in (i) or (ii) in the paragraph above. Thus, Securityholders may find that the terms of a Class of Securities they hold may be modified as a result of an Adjustment Event without the Securityholder having consented to such modification.

2.2.24 Requirement to Have Minimum Number of Market Makers

The Issuer may be required by the rules of a Relevant Stock Exchange to which the Securities are admitted to trading to have a minimum number of market makers. If a market maker ceases to act as market maker and a replacement cannot be found and as a result the Issuer cannot meet the minimum requirement, such Relevant Stock Exchange may require the Securities to cease trading which may make it harder for a Securityholder to sell their Securities at a time of their choosing and which could lead to a loss to a Securityholder if, when they are subsequently able to sell their Securities, the value of those Securities has dropped below the value of such Securities when the Securityholder initially sought to sell them.

2.2.25 Legal & Regulatory Risks

(a) Custody Arrangements and Clearing Systems

Underlying Assets may be held by a Custodian on behalf of the Issuer pursuant to the Custody Agreement(s). The respective Custodian may hold such assets (i) through its accounts with any relevant clearing system as appropriate, and (ii) through its sub-custodians who will in turn hold such assets which are securities both directly and through any appropriate clearing system. Those assets held in clearing systems will not be held in special purpose accounts and will be fungible with other securities from the same issue held in the same accounts on behalf of the other customers of the Custodian or its sub custodian, as the case may be. A first fixed charge over the Underlying Assets will be created under English law pursuant to the Trust Deed which will, in relation to the Underlying Assets that are held through a Custodian, take effect as a security interest over (i) the beneficial interest of the Issuer in its share of the pool of securities or other assets fungible with the relevant Underlying Assets held in the accounts of the Custodian for the benefit of the Issuer and (ii) the Issuer's ancillary contractual rights against the Custodian in accordance with the terms of the Custody Agreement (as defined in the

Conditions) which may expose the Securityholders to the risk of loss in the case of a shortfall if the Custodian or its sub-custodian becomes insolvent.

In addition, custody risks may be associated with Underlying Assets that do not clear through any relevant clearing system. There is a risk, for example, that such Underlying Assets could be subject to a defect in title or claims to ownership by other parties, including custody liens imposed by standard custody terms at various stages in the chain of intermediary ownership of such Underlying Assets.

Any risk of loss arising from any insufficiency or ineffectiveness of the security or the custody and clearance risks will be borne by the Securityholders without recourse to the Issuer or any other party.

(b) Fixed Security recharacterisation

The pledge (security) governed by the laws of England and Wales (English law) security constituted by the Trust Deed over the Underlying Assets and Secured Property held from time to time, including the security over the Issuer Accounts, is expressed to take effect as a hold on non-moving identifiable assets in the Issuer's Accounts (fixed charge), The law in England and Wales relating to the characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer (other than by way of assignment in security) may take effect under English law as a hold on assets constantly moving in and out of the Issuer's Accounts (floating charges) only if, for example, it is determined that the Security Trustee does not exert sufficient control over the assets subject to such charge or hold. Any floating charge would rank after a subsequently created fixed charge and behind any legally preferred creditors. Although the Issuer has agreed in the Trust Deed not to create any such subsequent fixed charge in favour of any other creditor and other covenants in the Programme Documents are intended to ensure the Issuer has no significant creditors other than the secured creditors under the Trust Deed, it will be a matter of fact as to whether the Issuer does have any other such creditors at any time. Accordingly, a recharacterisation of a fixed charge granted by the Issuer as a floating charge may negatively impact on the value of the Securities as the assets covered by a fixed charge will be sold and the proceedings distributed first. Whereas assets covered by a floating charge will need to be identified as belonging to the Issuer due to the constant moving in and out of the Issuer's Account before it can be sold and the proceeds distributed, by which point the value of the Underlying Asset may have decreased and a Securityholder may lose some or even all of their investment in the Securities.

2.3 Specific risks applicable to each Class of Securities depending on the Underlying Asset

Depending on the Underlying Asset of the respective Class of Securities, an investment in a Class of Securities involves certain risks associated with the characteristics and features of the respective Underlying Asset:

2.3.1 Risks specific to Equity Linked Securities, Equity-Basket Linked Securities and Equity-Index Linked Securities

(a) Emerging Market Shares

The Securities may be linked to and secured by Shares of companies with their corporate seats and core business located in emerging market countries. Potential risks related thereto are high rates of inflation; volatile interest rate levels; balance of payments; the extent of governmental surpluses or deficits in the relevant country; the possibility of expropriation of assets; confiscatory taxation and political or social instability or diplomatic developments. All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the governments of the related countries. Furthermore, certain financial markets, while generally growing in volume, have, for the most part, substantially less volume than more developed markets, and securities of many companies may be less liquid and their prices more volatile than securities of comparable companies in more sizeable markets, thus affecting the value of the Underlying Assets. Should these events materialise, this may lead to the value of the Securities falling below the value of such Securities at the time of the initial purchase and this might lead to a partial loss to a Securityholder if a Securityholder is selling its Securities at the this time these events are taking place.

(b) Depositary receipts

The Securities may be linked to and secured by depositary receipts (American Depositary Receipts, Global Depositary Receipts and European Depositary Receipts). These are instruments that represent shares in companies trading outside the markets in which the depositary receipts are traded. Accordingly, whilst the depositary receipts are traded on recognised exchanges, there may be other risks associated with such instruments to consider- for example the shares underlying the instruments may be subject to political, inflationary, exchange rate or custody risks. If this is the case, holdings of the depositary receipt, and, accordingly, the Underlying Assets, might be negatively affected. Should these events materialise, this may lead to the value of the Securities falling below the value of such Securities at the time of the initial purchase and this might lead to a partial loss to a Securityholder if a Securityholder is selling its Securities at the time these events are taking place.

(c) Reset risk

In case of an event where the Share(s) constituting the Equity Entitlement (i) can no longer be made available by the issuer or (ii) are no longer available due to the Share(s) reaching their maturity date (if any) or are otherwise cancelled or terminated (a "**Reset Event**"), the Equity Entitlement of the relevant Class of Equity Linked Securities shall be adjusted to take into account securities held as Underlying Asset being fully or partially unavailable as a result of being cancelled or terminated at which point the Issuer may replace the securities in question. This might result in a replacement of the Equity Entitlement for the relevant Share(s) held in the Secured Property with an Equity Entitlement consisting of (i) solely the additional share(s) or (ii) the Share(s) and the additional share(s). Accordingly, the Issuer may in certain circumstances effect such adjustment, which might – although the Issuer is required to take into account the interests of the Securityholders – have a negative impact on the return for Securityholders of that Class. Should the negative impact materialise, this may lead to the value of the Securities falling which could lead to the Securityholder losing some or all of their initial investment if a Securityholder is selling its Securities at the time these events are taking place.

2.3.2 Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities

(a) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities in case of an open-end fund

ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to an open-end fund are Debt Securities or Fund-Shares (in each case as defined in the relevant Issue-Specific Option) which do not provide for predetermined payout amounts and/or interest payments. Redemption amounts will depend on the market value of the Fund-Share which might be substantially less than the issue/offer price or, as the case may be, the purchase price invested by the Securityholder and may even be zero in which case the Securityholder may lose his entire investment.

ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to an open-end fund are not in any way sponsored, endorsed, sold or promoted by the Fund Manager of the underlying Fund-Share and such Fund Manager makes no warranty or representation whatsoever express or implied, as to the future performance of the underlying Fund-Share.

ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities are particularly dependent on the performance of the replicated index, basket of underlying assets or underlying asset. Since open-end funds such as ETFs can replicate different investment classes, such as equity instruments, debt instruments, pension instruments, commodities, indices of all kinds (including, but not limited to equity indices, commodity indices and bond indices) etc., an investor must be able to assess the characteristics of the replicated index, basket of underlying assets or underlying asset and their risks in order to evaluate the performance of the respective open-end fund, for example an ETF.

In the event of a downward movement of the index, basket of underlying assets or underlying asset replicated by such funds, the value of the respective fund generally falls as well.

In addition to funds which solely replicate investment classes, ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may also be linked to funds, which follow a "short" or "inverse" strategy, which aims to increase in value if the respective benchmark investment class falls in value. These strategies are typically utilise short-selling, futures contracts or other derivative instruments to create an investment product with a performance inverse to its benchmark.

In case of such "short" or "inverse" strategy funds, and in case of an upward movement of the benchmark, the value of the respective fund generally falls.

The occurrence of divergences between the price of the open-end fund and that of the replicated index, basket of underlying assets or underlying asset cannot be excluded (Tracking Error). Although open-end funds are not actively managed, there is usually a management fee that can affect the value of the fund and thus indirectly the value of the Securities. If an open-end fund is not constantly funded, in the long term, the investment company may close such open-end fund. Given that redemption amounts will depend on the market value of the Fund-Share, a closure of the fund might result in the Securityholder losing part of or even all of its investment.

(b) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities in case of a closed-end fund

ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to a closed-end fund are Debt Securities or Fund-Shares (each as defined in the relevant Issue-Specific Option) which do not provide for predetermined payout amounts and/or interest payments. Redemption amounts will depend on the market value of the Fund-Share which might be substantially less than the issue/offer price or, as the case may be, the purchase price invested by the Securityholder and may even be zero in which case the Securityholder may lose his entire investment.

ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to an closed-end fund are not in any way sponsored, endorsed, sold or promoted by the Fund Manager of the underlying Fund-Share and such Fund Manager makes no warranty or representation whatsoever express or implied, as to the future performance of the underlying Fund-Share. Furthermore, the Fund Manager of the underlying Fund-Share does not assume any obligations to take the interests of the Issuer or those of the Securityholders into consideration for any reason. The Fund Manager of the underlying Fund-Share will not receive any of the proceeds of the offering of the relevant Securities made hereby and is not responsible for, and has not participated in, the determination of the timing of, prices for or quantities of, such Securities. The investment in the Securities does not result in any right to receive information from the Fund Manager of the Fund-Share, to exercise voting rights or to receive distributions on the Fund-Shares.

The market value of the Fund-Share depends on the net asset value of the respective closed-end funds which is calculated regularly, based on the value of the assets in the closed-end fund which may be influenced by factors such as dividend levels, portfolio credit quality, general market conditions and relative demand and supply of the respective shares in the market.

To the extent the closed-end fund invests in common stocks, preferred stocks, convertible securities, rights and warrants, it will be exposed to equity risk. Equity markets may experience volatility and the value of equity securities may move in opposite directions from each other and from other equity markets generally. Preferred stocks often behave more like fixed income securities. If interest rates rise, the value of preferred stocks having a fixed dividend rate tends to fall. The value of convertible securities fluctuates with the value of the underlying stock or the issuer's credit rating. Rights and warrants do not necessarily move in parallel with the price of the underlying stock and the market for rights and warrants may be limited.

In case the relevant closed-end fund concentrates its investments in certain industries, the relevant portfolio may be significantly impacted by the performance of the respective market and may experience more volatility and be exposed to greater risk than a more diversified portfolio.

Further, unlike open-end funds, closed-end funds do not continuously offer shares and do not provide for daily redemptions. Rather, if a shareholder determines to buy additional shares or sell shares already

held, the shareholder may do so by trading through a broker on the stock exchange (if the shares are listed) or otherwise. Shares of closed-end investment companies frequently trade on an exchange at prices lower than the net asset value.

Unlike open-end funds, closed-end funds are subject to management risk because they are actively managed investment portfolios. The portfolio managers will apply investment techniques and risk analyses in making investment decisions for the fund, but there can be no guarantee that these will produce the desired results. There is a risk that the managers' skill in determining the allocation of assets and in selecting the best mix of investment as well as their evaluation and assumptions regarding asset classes or investments may be incorrect in view of actual market conditions. In addition, actively managed funds are subject to management fees and other expenses.

All these factors might impact the market value of the Fund-Share and, therefore, redemption amounts payable to the Securityholders of ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities, as applicable.

(c) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities in case of commodity linked underlyings

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may also be linked to commodities or indices comprised of commodities (or futures contracts on such commodities).

A commodity is a basic good used in commerce that is interchangeable with other commodities of the same type. The sale and purchase of commodities is usually carried out through futures contracts on exchanges that standardise the quantity and minimum quality of the commodity being traded.

A commodity index tracks the performance of a specified number of commodities (or futures contracts on such commodities). The index is computed from the prices of the commodities such index is comprised of.

Commodity markets are influenced by, among other things, changing supply and demand relationships, weather, governmental, agricultural, commercial and trade programs and policies designed to influence commodity prices, world political and economic events, changes in interest rates and factors affecting the exchange(s) or quotation system(s) on which any such commodities may be traded.

In case the value of the relevant commodity or commodity index falls, this will also have an adverse impact on the value of the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to such commodity or index. Accordingly, any investor that purchased such Securities at a higher price may lose the value of part or all of its investment if it is not able to sell its Securities quickly and/or at a price such that the investor is able to prevent or minimise any loss of its investment.

(d) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities in case of funds replicating emissions allowances

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may also be linked to emissions allowances (or futures contracts on such).

The price of emissions allowances may fluctuate widely and is affected by numerous factors, such as global or regional political, economic, environmental or financial events. In case of events and situations which depress economic activity, demand for emissions allowances may weaken causing their price to fall. Very mild winters or very cold summers can decrease demand for electricity and therefore cause utilities to purchase fewer emissions allowances thus causing their price to fall.

Prices of emissions allowances are also affected by activities and emissions of energy-intensive sectors such as those that are subject to the respective compliance schemes. Weaker activity in such sectors may reduce the demand for allowances and thus cause their price to fall. Additionally, advances in technologies for the reduction of greenhouse gases may result in companies being able to reduce their

greenhouse gas emissions more quickly and cheaply, thus needing to purchase fewer emissions allowances which may cause the price of emissions allowances to fall.

The price of emissions allowances may also be affected by reduced demand based on the use of government policies to encourage or require the reduction of emissions of greenhouse gases which may reduce the incentive for companies to purchase emissions allowances (as against taking other actions), thus causing the price of emissions allowances to fall as well as by lobbyist, political or governmental goals or policies with respect to climate change and the imposition of environmental plans or climate goals such as achieving carbon neutrality, if such are perceived to be weaker or less credible.

In case the value of the relevant emission allowance decreases, this will also have an adverse impact on the value of the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to such emission allowance. Accordingly, any investor that purchased such Securities at a higher price may lose the value of part or all of its investment if it is not able to sell its Securities quickly and/or at a price such that the investor is able to prevent or minimise any loss of its investment.

This might lead to a loss to a Securityholder if a Securityholder is selling its Securities and the value of those Securities has dropped below the value of such Securities at the time of the initial purchase by the Securityholder.

(e) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with fixed income instruments as underlying

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may be linked to fixed income instruments such as (a) bonds issued by corporate issuers (such as euro medium term notes or structured notes) or by governmental and supranational bodies (government bonds), (b) fixed income interest rate swaps, (c) bank deposits, (d) certificates of deposits or (e) bank loans.

The market value of fixed income instruments is especially sensitive to interest rate changes. Interest rates are strongly affected by public budget policy, the policies of the relevant central bank(s), the overall economic development and inflation rates, as well as by foreign interest rate levels and exchange rate expectations. However, the importance of individual factors cannot be directly quantified and may change over time. In general, prices of fixed income instruments will increase as interest rates fall and decrease as interest rates rise. The magnitude of these fluctuations in the market price is generally greater for those fixed income instruments with longer maturities.

To the extent that the fixed income instruments may be prepaid at the option of the obligor, the sensitivity of such fixed income instruments to changes in interest rates may increase (to the detriment of the ETP) when interest rates rise.

These principles also apply to bonds issued by governmental or other supranational bodies (so called government bonds). A bond backed by the "full faith and credit" of a governmental or other supranational body is guaranteed only as to its stated interest rate and face value at maturity, not its current market price. Just like other fixed income instruments, government bonds will fluctuate in value when interest rates change.

In case of rising market interest rates, this will also have an adverse impact on the value of the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to such fixed income instrument. Accordingly, any investor that purchased such Securities at a higher price may lose the value of part or all of its investment if it is not able to sell its Securities quickly and/or at a price such that the investor is able to prevent or minimise any loss of its investment.

Additionally, Securityholders of the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to a fixed income instrument bear the risk that the issuer/debtor of such fixed income instrument is not able to meet its obligations under such fixed income instruments, irrespective of whether such instruments are referred to as capital or principal protected or how any principal, interest or other payments under such instruments are to be calculated. If such risk materialises, then that would have a significant negative impact on the Securityholder's return on the

ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities and a Securityholder may lose up to its entire investment.

(f) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with foreign exchange rates as underlying

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may be linked to foreign exchange rates (FX) which aim to provide Securityholders exposure to the changes in one or more currency against the other.The performance of foreign exchange rates, currency units or units of account is dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency.

In connection therewith it should be noted that especially emerging market currencies can be significantly more volatile than currencies of more developed markets. Emerging markets currencies are highly exposed to the risk of a currency crisis happening in the future. These factors result in such exchange rates having an increased risk profile.

If the underlying exchange rate decreases, this will also have an adverse impact on the value of the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to such exchange rate. This might lead to a partial or even total loss to a Securityholder if a Securityholder is selling its Securities and the value of those Securities has dropped below the value of such Securities at the time of the initial purchase by the Securityholder.

(g) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with volatility instruments as underlying

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may be linked to volatility strategies. Volatility instruments are primarily based on purchases and sales of futures contracts, call options, and put options on volatility futures.

Volatility futures contracts are unlike traditional futures contracts and are not based on a tradable reference asset. Instead, they are based on a not directly investable index, the levels of which represent the market's expectations for the relative strength of near-term price changes of a specified underlying index.

Volatility futures contracts can be highly volatile and may experience sudden, large and unexpected losses. The market for volatility futures contracts may fluctuate widely based on a variety of factors including changes in overall market movements, political and economic events and policies, wars, acts of terrorism, natural disasters (including disease, epidemics and pandemics), changes in interest rates or inflation rates. The more dramatic the price swings are in the index, the higher the level of volatility, and vice versa.

This will also have an adverse impact on the value of the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to such volatility instrument and may result in a partial or even total loss to a Securityholder if a Securityholder is selling its Securities and the value of those Securities has dropped below the value of such Securities at the time of the initial purchase by the Securityholder.

(h) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with short instruments as underlying

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may be linked to short instruments.

Short instruments are ETPs, the terms and conditions of which provide that the amount payable (or deliverable) on the ETPs is based upon the negative performance or falling price, value or level of an underlying asset.

Accordingly, in the case of short instruments, a loss in the value of the underlying asset of the short instrument will result in a gain in the value of the short instrument itself.

In case of rising levels of the underlying asset of the short instrument, the value of the short instrument will therefore decline. This will have an adverse impact on the value of the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to such short instrument. This might lead to a partial or even total loss to a Securityholder if a Securityholder is selling its Securities and the value of those Securities has dropped below the value of such Securities at the time of the initial purchase by the Securityholder.

With respect to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities that may be linked to short leveraged instruments, please see also "*Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with leveraged instruments as underlying*" below.

(i) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with leveraged instruments as underlying

ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may be linked to leveraged instruments.

Leveraged instruments are ETPs, the terms and conditions of which provide that the amount payable (or deliverable) on the ETPs is based upon the performance, price, value or level of an underlying asset multiplied by a factor which is over 100 per cent. (so called "leverage").

The higher the leverage, the more sensitive the Securities will be to any changes in the value of the underlying.

Due to the ETP Linked Securities', ETP-Basket Linked Securities' and ETP-Index Linked Securities', as applicable, daily investment goals, the relevant Security's return over holding periods longer than one day will likely differ from the leveraged return of the relevant leveraged instrument forming the underlying asset of such Security and this difference will become more adverse as the holding period increases in length. The Securities are designed to track the daily percentage movement in the value of the relevant underlying asset(s) multiplied by a particular leverage factor. The return from holding ETP Linked Securities, ETP-Basket Linked Securities or ETP-Index Linked Securities linked to leveraged instrument(s) is not the same as the return from buying a leveraged instrument or multiples of the leveraged instruments which comprise the relevant Basket or Index, as applicable. Accordingly, an investment in ETP Linked Securities, ETP-Basket Linked Securities or ETP-Index Linked Securities, as applicable, linked to long and short leveraged instruments may provide a lower return than if a Securityholder had bought on a "leveraged" basis or respectively "shorted" or "short sold" the leveraged instrument(s) serving as underlying asset(s).

Due to the leverage feature, an investment in the ETP, and thus, the ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities, is more speculative than a direct investment in the underlying asset and Securityholders are subject to a considerably increased risk of price fluctuation compared to a direct investment and therefore bear a considerably increased risk of loss, which could ultimately result in a loss of up to the entire value of their investment.

The return on ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities linked to leveraged instruments over a period longer than one day is the result of the return for each day compounded over all days in that period. As a consequence of the daily leverage exposure of the relevant Securities, over periods longer than one day (excluding the effects of any applicable fees and/or any adjustments), the redemption entitlement of a ETP Linked Securities, ETP-Basket Linked Securities or

ETP-Index Linked Securities, as applicable, will fall if the change in the value of the relevant underlying asset(s) is flat (i.e. has a zero or close to zero return).

Further, in the event of large movements in the value of any leveraged instruments referenced by an ETP during the course of a Valuation Date, it is possible that an intra-day reset may be triggered with respect may be triggered with respect to such leveraged instrument. An intra-day reset is designed as a stop-loss to restrict (to a certain extent) the loss in value of a leveraged instrument during periods of extreme market movement by providing a new base level for determining the movement in the value of any underlying assets. The effect of an intra-day reset is that a leveraged instrument will for the remainder of that day provide relevant leveraged long or short exposure to the movement in the value of such underlying asset(s) measured from the time the intra-day reset took place (or thereabouts).

If an intra-day reset were to take place, then, for the reasons described above, a leveraged instrument (and the corresponding ETP which reference such leveraged instrument) will not provide leveraged exposure to the movement in the value of the underlying asset(s) throughout the course of that day.

If the value of the underlying asset(s) were to fall (or rise) significantly during the course of a day resulting in an intra-day reset occurring with respect to the corresponding leveraged instrument, but then during the remainder of the day the underlying asset(s) were to recover their losses (or lose their gains) then the relevant leveraged instrument and, therefore, the corresponding ETP Linked Security would still incur a significant loss during such day due to the intra-day reset providing a lower (higher) base level for determining the movement in the value of the underlying asset(s) throughout the remainder of the day. As a result, where an intra-day reset occurs, a Securityholder's losses may still be significant. The level of any intra-day reset triggers will vary between different Indices. An intra-day reset may not occur with respect to overnight movements in the value of the underlying asset(s) (i.e. from close of a stock exchange on one day to open of the stock exchange the following day). Accordingly, in the event of a large overnight movement in the value of the underlying asset(s) referenced by a leveraged instrument, the value per ETP Linked Security could significantly fall so that a Securityholder that holds a corresponding ETP Linked Security could lose all or part of its investment.

ETP-Basket Linked Securities and ETP-Index Linked Securities

The negative performance of one or more components of a basket or index may outweigh a positive performance of one or more other components of ETP-Basket Linked Securities or ETP-Index Linked Securities

Prospective investors should note that even in the case of the performance of one or more components which would, when taken alone, have a positive impact on the level of a basket or index of ETP-Basket Linked Securities or ETP-Index Linked Securities, the level of the basket or index may still decrease if the performance of one or more of the other components of the basket or index taken as a whole have a negative impact on the level which outweighs the positive effect of such component(s). If the rules of the basket or index give greater weight to certain components of the basket or index than other components, the level of the basket or index and therefore the value per Security of the ETP-Basket Linked Securities or ETP-Index Linked Securities

linked to such basket or index will generally be affected more by changes in the value or price of such weighted components. In the event that the performance of one or more of the other components of the basket or index has a negative impact on the level which outweighs the positive effect of such component(s), Securityholders that hold corresponding ETP-Basket Linked Securities or ETP-Index Linked Securities could lose all or part of their investment.

Magnified losses of ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with leveraged instruments as underlying

Leveraged ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities seek to achieve a return which is a multiple of the daily return (excluding the effects of any applicable fees and adjustments), as such, will magnify losses in market environments adverse to their objective compared to similar exchange traded products that are not leveraged. In addition, losses will be magnified as the amount of leverage increases between 2x and 5x.

(j) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with covered call instruments as underlying

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may be linked to covered call instruments.

Covered call instruments are ETPs linked to covered call options and structured notes that provide exposure to covered call options.

In case of a covered call strategy, the issuer of the ETP will sell "out of the money" covered call options linked to an underlying asset for a premium. Such call options provide the purchaser with the right (i) to buy the respective underlying asset for a fixed price on a certain date or (ii) if the option is cash settled, to receive a payment equal to the difference between the value of the underlying asset and the exercise price of the relevant call option.

In a rapidly upward-trending market or in an extremely volatile market, a covered call strategy can underperform a long-only investment in the underlying asset, because it will fail to capture all of the potential upside and can miss out on significant gains. Especially in cases where the price of the respective underlying asset ends up above the agreed fixed price for the sale of the underlying assets on the respective agreed date, the return of the ETP is capped at a price equivalent to the exercise price plus the premium received.

In such cases, the covered call strategy might have a negative impact on the value of the covered call instrument and, thus, on the relevant ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities and the return of the Bondholders may be less compared to a direct investment in the underlying asset of the covered call instrument.

(k) Risks specific to ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities with multi-asset instruments as underlying

The ETP Linked Securities, ETP-Basket Linked Securities and ETP-Index Linked Securities may be linked to multi-asset instruments.

Multi-asset instruments are ETPs which are comprised of several assets of various asset classes. In such case, Securityholders are not only subject to the risks connected to an individual asset class, but to several asset classes as well as any correlations between these asset classes, which may result in an amplification as well as in a neutralisation of any performance of the individual asset classes.

In such case, the return of the Bondholders may be less compared to a direct investment in one or several of the underlying assets of the multi-asset instrument.

(l) Reset risk

In case of an event where the ETP(s) constituting the ETP Entitlement (i) can no longer be made available by the issuer or (ii) are no longer available due to the ETP(s) reaching their maturity date (if any) or are otherwise cancelled or terminated (a "**Reset Event**"), the ETP Entitlement of the relevant Class of ETP Linked Securities shall be adjusted. This might result in a replacement of the ETP Entitlement for the relevant ETP(s) held in the Secured Property with an ETP Entitlement consisting of (i) solely the additional exchange traded product(s) or (ii) the ETP(s) and the additional exchange traded product(s). Accordingly, the Issuer may in certain circumstances effect such adjustment, which might – although the Issuer is required to take into account the interests of the Securityholders – have a negative impact on the return for Securityholders of that Class.

(m) ETPs as Underlying Assets not listed on a Regulated Stock Exchange

To the extent ETPs as Underlying Assets are not listed on a Regulated Stock Exchange but on a MTF or ATS, this might have an impact on the liquidity in the ETP as Underlying Asset and, given that the liquidity of a Security is inherently linked to the liquidity profile of the ETP as Underlying Asset, also on the liquidity of the Security. Further, while price information on the ETP as Underlying Asset will in any case be available, it might be more difficult to obtain such pricing information compared to ETPs

listed on a Regulated Stock Exchange. Accordingly, ETPs as Underlying Assets not listed on a Regulated Stock Exchange may be more difficult to sell.

Investors should be aware that a deterioration in liquidity and underlying market conditions will likely affect their ability to transact in any Security. This may adversely affect the price at which Securityholders are able to trade the Securities in the secondary market and might result in Securityholders suffering a partial or even total loss as they cannot realise the full value of their investment.

(n) Unlisted ETPs as Underlying Assets

To the extent ETPs as Underlying Assets are neither listed on a Regulated Stock Exchange nor an a MTF or an ATS, i.e. in case of unlisted collective investment undertakings, this might have an additional impact on the liquidity in the ETP as well as on further factors relevant for the market price formation of the ETP.

In particular, unlisted collective investment undertakings are susceptible to valuation risks, as unlisted collective investment undertakings are only priced by their respective administrator or issuer and lack of an independent market-driven price formation mechanism.

The administrator or issuer may also have various roles and responsibilities within the collective investment undertaking's structure.

Due to this dependency on the respective administrator's or issuer's discretion for the determination of the pricing and the administrator's or issuer's influence on the structure of the unlisted collective investment undertaking, potential conflicts of interest may arise which are not mandated against any conflicts policy of such administrator or issuer. These conflicts could affect the administrator's ability to act solely in the best interests of investors so that investors in the collective investment undertaking are subject to the risk of potential biases in asset pricing and valuation discrepancies. As the Securities track the value of the collective investment undertaking as Underlying Asset, this may adversely affect the ability of Securityholders to determine the value of their investment as well as the price at which Securityholders are able to trade the Securities in the secondary market and might result in Securityholders suffering a partial or even total loss as they cannot realise the full value of their investment.

Investors in the collective investment undertaking have no alternative or independent means of verifying the accuracy of the published fair value of the unlisted mutual fund, its net asset value or any related pricing data. This results in risks not only relating to the orderly determination of the fair value, but also exposes investors in the collective investment undertaking to the risk of errors in price in calculations as well as general inaccuracies in pricing. As the administrator or issuer is the sole source of pricing information, investors in the collective investment undertaking are also subject to the risk that the administrator or issuer is not able or even willing to publish any pricing data at all. Should any of these risks realise in relation to the collective investment undertaking as Underlying Asset, Securityholders will not be able to correctly assess the value of the collective investment undertaking and, thus, of the Securities and will be required to make decisions based on missing or inaccurate information. This might result in Securityholders suffering a partial or even total loss as they cannot realise the full value of their investment. However, such unlisted collective investment undertakings are only eligible to be used as Underlying Asset under the Programme, if, as a minimum, information on the following aspects relating to the unlisted collective investment undertakings will be available at least on a weekly basis: (i) the current price level of the unlisted collective investment undertakings (ii) continuous information on the past performance of the unlisted collective investment undertakings and (iii) the volatility levels of the unlisted collective investment undertakings.

2.3.3 Prospective investors in Securities linked to unlisted collective investment undertakings should also be aware that the unlisted collective investment undertakings may be holding a basket of securities or tracking a reference Index to which the "*Risks specific to Basket Linked Securities" and "Risks specific to Index Linked Securities"* set out below are applicable. Risks specific to Basket Linked Securities

In addition to the risks set out above, prospective investors in Basket Linked Securities should also be aware that a Rebalancing (i.e. an adjustment to the individual securities held in a basket or index where a security that is part of a basket or index is removed and or replaced with another in compliance with the objectives of a basket or index composition e.g. a security held in the basket or index is no longer listed on a stock exchange and is therefore no longer eligible for inclusion in a basket or index) may require the Issuer to purchase or dispose of an Underlying Asset from time to time in certain circumstances. The price at which the Issuer is able to do so will impact the composition and weighting of the Underlying Assets comprised in the aggregate Asset Entitlement for a Class of Basket Linked Securities. This may result in the composition and weighting of the Underlying Assets comprised in the relevant Asset Entitlement being different to the composition of the relevant Underlying Asset in the Basket, thereby increasing tracking error or difference.

2.3.4 Risks specific to Index Linked Securities

(a) The returns on the Index Linked Securities are not a direct investment in the Underlying Assets comprised in the applicable Index

The Index which is referenced by an Index Linked Security will comprise of one or more Underlying Asset(s). However, prospective investors should be aware that an investment in an Index Linked Security is not the same as a direct investment in the Underlying Assets comprised in the applicable Index or a direct investment in the Index itself. As a result, changes in the level of the Index will not necessarily result in correlated changes in the value of the Index Linked Securities. In addition, the rules for calculation of the Index may include deductions for fees, a currency hedging component and/or other factors that affect how closely the Index tracks the price of the asset(s) referenced by the Index and may also permit the Index Sponsor to make certain adjustments to the level of the Index. Any such deductions and adjustments may cause the level of the Index to diverge from the value of the Index Linked Securities.

Prospective investors should also be aware that each Index Linked Security will not precisely replicate the composition (and therefore the performance of) the relevant Index. When investing the assets, the Issuer may invest in Underlying Asset that do not fully correlate to the weighting of each Underlying Asset in the Index. This is because the ability of the Issuer to effect a Rebalancing is dependent on (i) the price at which it is able to purchase and sell the relevant Underlying Assets affected by the Rebalancing; and (ii) the ability of the Custodian(s) to support the relevant Underlying Assets. Therefore, the Underlying Assets held in respect of an Index Linked Security may differ from the components of the relevant Index and may be afforded different weightings to those specified in the relevant Index. Any such divergence to the weightings and components of the Underlying Asset held in respect of the Index Linked Securities will cause the level of the Index to diverge from the value of the Index Linked Securities. In certain circumstances, if the Issuer determines that the tracking error is too great and/or if the Issuer permanently loses its licence to use the Index, the Issuer may effect a Voluntary Rebalancing in order to minimise the tracking error and/or to substitute the Index, but there can be no guarantee that such Voluntary Rebalancing will result in the weighting and composition of the Underlying Assets held in respect of such Index Linked Securities exactly reflecting the weighting of each constituent of the Index. While the Issuer is required to take into account the interests of the Securityholders prior to effecting a Voluntary Rebalancing, any such rebalancing and the related execution costs may negatively impact the return for Securityholders of that Class and could, ultimately, result in a partial or full loss of the Securityholders' investment.

(b) Index Performance

Prospective investors should note that the value of the Index Linked Securities will be linked to the performance of the relevant Index (before fees and expenses) and the Index Linked Securities will as far as possible and practicable consist of the Underlying Assets that comprise that Index. Accordingly, prospective investors should be aware that the Index Linked Securities may be adversely affected by risks applicable to indices generally, as well as to market fluctuations in the price of the relevant Underlying Assets comprised in that Index. The Index Linked Securities may trade differently from the performance of the Index and changes in the level of the Index may not result in a comparable change in the value of the Index Linked Securities.

The various risks on the performance of the Index Linked Securities may have a negative effect on the return for Securityholders who could suffer a partial or full loss of the Securityholders' investment.

(c) Change in composition or discontinuance of the Index

The Index Sponsor may add, delete or substitute the Underlying Assets that forms part of the Index or make other changes to the methodology for determining the asset(s) to be included in the Index or for valuing the Index.

The composition of the Index may therefore change over time to satisfy the eligibility criteria applicable to the Index or where asset(s) currently included in the Index fail to satisfy such criteria. Such changes to the composition of the Index by the Index Sponsor may affect the level of the Index as a newly added asset may perform significantly worse or better than the asset it replaces. As the value of the Index Linked Securities is influenced by the composition of the Index, changes in the composition of the Index may therefore have an adverse effect on the value of the Index Linked Securities and changes in the methodology of the Index may constitute an Adjustment Event and/or result in a Disruption Event and/or cause the early redemption of the Index Linked Securities.

If the Index Sponsor discontinues or suspends calculation or publication of the Index or fails to calculate or publish the level of an Index, the Index Linked Securities will continue with no further amendments until the Index Sponsor continues or resumes calculation of the Index or an early redemption is carried out in respect of the Index Linked Securities.

Such changes to the composition, methodology or discontinuation of the Index may have an adverse impact on the return for Securityholders who could suffer a partial or full loss of the Securityholders' investment.

(d) Rebalancing Risk

When the Weights of each Underlying Asset comprised in an Index are adjusted in accordance with the relevant index methodology, the Issuer will sell the Underlying Assets which form part of the Secured Property for these Underlying Asset(s) in order to purchase different Underlying Assets in order to match, as far as reasonably practicable, the new Weights of each Underlying Asset comprised in the Index.

It may not always be reasonably practicable to match the new Weights of each of the Underlying Assets comprised in the Index, including (without limitation), in circumstances where the relevant Underlying Asset is not supported by the Custodian(s) or there is a market disruption affecting the relevant Underlying Asset during the Rebalancing Period.

Furthermore, the Issuer may also in certain circumstances effect a Voluntary Rebalancing (i.e. the Issuer chose to complete a Rebalancing in order to restore the composition of a basket in accordance with the objective of the basket or to help reduce a tracking error in respect of an Index (as applicable) or following the occurrence of certain disruption events). However, there can be no guarantee that the Issuer will effect such Voluntary Rebalancing even following commercially reasonable determination by the Management and Determination Agent that such Voluntary Rebalancing may be desirable.

While the Issuer is required to take into account the interests of the Securityholders prior to effecting a Voluntary Rebalancing, any such rebalancing and the related execution costs may negatively impact the return for Securityholders of that Class by reducing the value of the Securities.

Any such Rebalancing and the related execution costs may negatively impact the return for Securityholders of that Class as it may result in the value of the Securities falling below the value of such Securities at the time of its initial purchase and this might lead to a partial loss to a Securityholder if a Securityholder is selling its Securities at the time these events are taking place.

(e) Associated Counterparty Risk

There is no requirement under the Programme to require the counterparty to any such sale to grant any security or provide any collateral in respect of the obligations it owes to the Issuer in respect of the sale.

There may be circumstances in which such counterparty fails to perform its obligations under such sale and fails to pay the consideration for the purchase of the relevant Underlying Asset to the Issuer. There is a chance that the Issuer is unable to recover all of the relevant Underlying Asset which would have an adverse effect on the value of the relevant Index Linked Securities.

Where the Underlying Specific Entitlement differs from the composition of the Index, changes in the level of the Index will not necessarily result in correlated changes to the value of the Index Linked Securities. Therefore the value of the Securities may be less than a Securityholder may have expected if the value of the Index Linked Securities was directly correlated to the level of the Index.

(f) Conflict of Interest of the Index Sponsor

Investors should be aware that the Index Sponsor has had no regard to the interests of the Securityholders when creating any Index, and no Index Sponsor will be required to have a regard to the interests of the Securityholders when maintaining, modifying, rebalancing, reconstituting or discontinuing any Index. Actions taken by an Index Sponsor in respect of an Index may have an adverse impact on the value or liquidity of the Index Linked Securities. As such, Securityholders may receive less or substantially less than their initial investment.

3. Economic Overview of the Securities

3.1 Overview of the Securities

The Issuer may from time to time issue exchange traded securities under the Programme which are backed by certain Underlying Asset(s) on the relevant terms set out in the sections 5. "*General Terms and Conditions*" and 6. "*Issue Specific Terms and Conditions*" of this Prospectus, as supplemented and amended in respect of each Class of Securities by the relevant Issue Specific Option and read in conjunction with the Final Terms relating to such Class.

Information specific to each Class of Securities are contained in the Issue Specific Option relevant to that particular Class of Security.

3.2 Redemption structure

Securityholders are entitled to receive units of the Underlying Asset(s) on Redemption of their Securities corresponding to the "**Asset Entitlement**", which describes the amount of each Underlying Asset per Security that the Securityholder is entitled to on Redemption of the Security. Accordingly, the amount of units of the Underlying Asset(s) received by Securityholders corresponds to the product of the number of Securities redeemed by the Securityholder multiplied with the currently applicable Asset Entitlement on the relevant date.

3.2.1 Calculation of the Asset Entitlement

The initial Asset Entitlement on the Issue Date is set out in the respective Final Terms of the Securities. The details and mechanics for the calculation of the relevant Asset Entitlement for each relevant day is set out in the relevant Issue Specific Option and is based on the specified amount(s) of the Underlying Asset(s) (the "**Underlying Specific Entitlement**") including any other amounts due and less any applicable Redemption Deductions, whereby the Asset Entitlement (as further set out in the relevant Issue Specific Option) reduces each day from the first day of listing and trading by the total expense ratio ("**TER**") in respect of the relevant Class of Securities, taking into account the Capital Adjustment Factor and, where applicable, the Weight Adjustment Factor.

3.2.2 Effects of the TER

The TER in respect of each Class is an "all-in" operational fee calculated at the rate per annum specified as such in the Final Terms in respect of each Class of Securities. The TER in respect of a Class is applied to the Asset Entitlement per Security for such Class on a daily basis to determine a daily deduction of an amount of the respective Underlying Asset from such Asset Entitlement per Security.

Based on the ongoing reduction of the Asset Entitlement(s) caused by the TER, the value of the Securities and, thus, of the Securityholders investments will decline over time, if such reduction through the TER is not exceeded by the performance of the Underlying Asset(s). Therefore, the value of the Securityholders' investments will decline, even if the value of the Underlying Asset(s) remains unchanged. Correspondingly, in case of a declining value of the Underlying Asset(s), such decline in value of the investment of the Securityholders will even be amplified.

The TER in respect of any Class of Securities may be varied by the Issuer from time to time. If the TER is amended, such amendment will be notified through a regulatory information service, and in the case of an increase, it will not take effect for at least 30 days following the publication of such notification in accordance with notice under Condition 20 (*NOTICES*) of the General Terms and Conditions. An increase in the TER in respect of a Class will reduce the Asset Entitlement in respect of that Class by more than would have been the case (and at a faster rate) than if the TER remained the same.

See section 2. "*Risk Factors*" of this Prospectus for a description of the risks associated with an investment in Securities and the relevant Issue Specific Option.

3.2.3 Effects of the Capital Adjustment Factor

The Capital Adjustment Factor is further specified in the relevant Issue Specific Option and represents fees, expenses and, if the relevant Final Terms provide for Dividend Payments or Distribution Payments, profits that may arise or be levied by the relevant counterparties, service providers or market participants. The Capital Adjustment Factor can be positive or negative and can be varied by the Issuer without giving notice to the Securityholders.

3.2.3.1. Calculation of the Capital Adjustment Factor for Distributions and Dividends

(a) The respective (Individual) Asset Entitlement is calculated on the basis of the following formula, in each case calculated to a specified number of decimal places according to the Asset Entitlement Precision Level:

$$AE_{(i,t)} = AE_{(i,t-1)} \times \left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)}\right]$$

where:

i	refers to the relevant Class of Securities;
t	refers to the applicable day (with t-1 being the previous day);
$AE_{(i,j,t)}$	is the Asset Entitlement in respect of that Class of Securities for day t;
$AE_{(i,t-1)}$	is the Asset Entitlement in respect of that Class of Securities on the day preceding day t;
$TER_{(i,t)}$	means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;
$CA_{(i,t)}$	is the per annum Capital Adjustment Factor in respect of the Underlying Asset comprising the Asset Entitlement in respect of that Class of Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050); and
N	means 365 (or 366 when the relevant calendar day is in a leap year).

(b) Where the Securities receive Dividend Payments, Distribution Payments or other payments by virtue of holding the Underlying Asset, and the Securities do not onward distribute these payments to Securityholders, such payments are converted into units of Underlying Assets and hence increase the Asset Entitlement of the Securities.

On the day of receipt of such payments, units of the relevant Underlying Asset are purchased for an amount equivalent to the payment received, less any costs related to such purchase.

For the purposes of calculating the Asset Entitlement, the resulting number of units is expressed in per cent and published on the Issuer's website as the Capital Adjustment Factor for the day.

(c) Taking an example:

(i) an Asset Entitlement of 0.1 Underlying Assets on the day immediately preceding the receipt of any payments;

(ii) a TER of 2.00 per cent. per annum;

(iii) a Capital Adjustment Factor determined as follows:

(A) Distribution per Underlying Asset EUR 5.00;

(B) Price of Underlying Asset EUR 100.00;

(C) Costs to purchase Underlying Asset EUR 0.00;

This results in a Capital Adjustment Factor of 5.00%.

(iv) all relevant calendar days are not in a leap year; and

(v) Asset Entitlement Precision Level of 8 decimal numbers with 0.00000005 being rounded upwards:

The Asset Entitlement of the Securities on the day such payments are received would be:

AE(*i,t)* = 0.1 x [$(1 - 0.02)^{1/365}$ + 0.05] = **0.104994465** Underlying Assets per Security.

3.2.4 Effects of the Weight Adjustment Factor

Where applicable, the Weight Adjustment Factor needs to be taken into account in addition to the TER and the Capital Adjustment Factor.

The Weight Adjustment Factor represents a change in the individual asset entitlement for the relevant asset comprised in the Asset Entitlement for that Class of Securities to reflect the quantities of the individual asset held in respect of the Class of Securities following a Rebalancing (as further specified in the relevant Issue Specific Option). It includes costs connected to the Rebalancing such as execution costs and slippage costs.

3.2.5 Effects of Redemption Deductions

In respect of redemption of Securities, Redemption Deductions (i.e. fees) are payable. Such Redemption Deductions may be deducted directly from the amounts due to the Securityholders on redemption. They include execution costs and/or any other applicable fees in connection with the redemption of the relevant Securities (in each case, as further specified in the relevant Issue Specific Option).

3.2.6 Structural link between the value of the Security and the value of the Underlying Asset(s)

As Securityholders are entitled to receive units of the Underlying Asset(s) on Redemption of their Securities, the value and return of their investment is linked to the value of the Underlying Asset(s).

The Securities are expected to closely track the performance of the Underlying Asset(s) (subject to the impact of TER, capital adjustments (positive or negative) and other applicable fees and costs).

Accordingly, due to this structural link to the value of the Underlying Asset(s), any increase or decline in the value of the respective Underlying Asset(s) will result in a corresponding increase or decline in the value of the Securityholders' claim for Redemption as well as in the market value of the Securities on the secondary market.

3.2.7 Calculation of Asset Entitlement – Single Underlying Assets

(a) For Securities linked to a single Underlying Asset, Equity Linked Securities (Issue Specific Option IV) or ETP Linked Securities (Issue Specific Option VII)), the respective Asset Entitlement is calculated on the basis of the following formula, in each case calculated to a specified number of decimal places according to the Asset Entitlement Precision Level:

$$AE_{(i,t)} = AE_{(i,t-1)} \times \left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)}\right]$$

where:

i refers to the relevant Class of Securities;

t refers to the applicable day (with t-1 being the previous day);

$AE_{(i,j,t)}$ is the Asset Entitlement in respect of that Class of Securities for day t;

$AE_{(i,t-1)}$ is the Asset Entitlement in respect of that Class of Securities on the day preceding day t;

$TER_{(i,t)}$ means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;

$CA_{(i,t)}$ is the per annum Capital Adjustment Factor in respect of the Underlying Asset comprising the Asset Entitlement in respect of that Class of Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050); and

N means 365 (or 366 when the relevant calendar day is in a leap year).

(b) Taking as an example:

(i) an initial Asset Entitlement of 0.1 Underlying Assets;

(ii) a TER of 2.00 per cent. per annum;

(iii) a Capital Adjustment Factor of zero;

(iv) all relevant calendar days are not in a leap year; and

(v) Asset Entitlement Precision Level of 8 decimal numbers with 0.00000005 being rounded upwards:

After 1 day

The Asset Entitlement on the day immediately following the issuance of the Securities would be:

$AE(i,t) = 0.1 \times (1 - 0.02)^{1/365}$ = **0.09999450** Underlying Assets per Security.

After 1 year

The Asset Entitlement on the day 1 year following the issuance of the Securities would be:

$AE(i,t) = 0.1 \times (1 - 0.02)^{365/365}$ = **0.09800000** Underlying Assets per Security.

After 5 years

The Asset Entitlement on the day 5 years following the issuance of the Securities would be:

$CE(i,t) = 0.1 \times (1 - 0.02)^{1825/365}$ = **0.09039000** Underlying Assets per Security.

3.2.8 Calculation of Asset Entitlement – Baskets and Indices

Different from Securities linked to a single Underlying Asset, Basket and Index Linked Securities are linked to numerous, potentially differently weighted Underlying Assets so that for Basket and Index Linked Securities, the Asset Entitlement is not calculated solely based on the initially determined Asset Entitlement for a single Underlying Asset, but on the Individual Asset Entitlements of each of its components in accordance with the following formula in each case calculated to a specified number of decimal places according to the Asset Entitlement Precision Level:

$$AE(i,t) = \sum IAE_{(i,j,t)}$$

Where:

AE refers to the Asset Entitlement;

i refers to the relevant Class of Securities;

j	refers to each Underlying Asset comprised in the Asset Entitlement for the relevant Class of Securities on day t; and
t	refers to the applicable day (with t-1 being the previous day).
$IAE_{(i,j,t)}$	is the Individual Asset Entitlement for each Underlying Asset comprised in the Asset Entitlement for the relevant Class of Securities on day t.

Accordingly, the Asset Entitlement for Basket and Index Linked Securities is calculated in a two-step process: (i) calculation of the Individual Asset Entitlements for each Underlying Asset and (ii) summing up of the respective Individual Asset Entitlements.

3.2.9 Monetary Value of the Asset Entitlement

As the Asset Entitlement describes the amount of each Underlying Asset per Security that the Securityholder is entitled to on Redemption of the Security, the monetary value of the Asset Entitlement corresponds to the product of (i) the market value of the Underlying Asset(s) and (ii) the currently applicable Asset Entitlement.

Single Underlying Assets

Taking as an example the Asset Entitlements used in the example calculations in section 3.2.7 (*Calculation of Asset Entitlement – Single Underlying Assets*) above, based on an initial value of 1 unit of the Underlying Asset (100 per cent) of EUR 100, the monetary value of the Asset Entitlement would be as follows:

	Asset Entitlement at the end of Period	**Constant value of Underlying Asset (*EUR 100*)**	**20 per cent. increase in value of Underlying Asset (*EUR 120*)**	**20 per cent. decline in value of Underlying Asset (*EUR 80*)**
After 1 day	0.09999450	EUR 9.99945000	EUR 11.99934000	EUR 7.99956000
After 1 year	0.09800000	EUR 9.80000000	EUR 11.76000000	EUR 7.84000000
After 5 years	0.09039000	EUR 9.03900000	EUR 10.84680000	EUR 7.23120000

As shown in the table above, any increase or decline in the value of the respective Underlying Asset(s) will result in a corresponding increase or decline in the monetary value of the Asset Entitlement.

For Securities linked to a single Underlying Asset, this is expected to result in a nearly 1:1 tracking of the performance of such Underlying Asset (subject to the deduction of the TER and other applicable fees and costs).

Baskets and Indices

In case of Securities linked to a Basket or an Index, the performance of such Securities depends on the performance of each of the individual Underlying Asset(s) comprising the Basket or Index as well as the composition and weighting of the specific Basket or Index:

In an equally weighted Basket or Index, this means that the performance of the Securities will be positive if the aggregate gains of the components of the Basket or Index with positive performance overcompensates for the aggregate losses of the components with a negative performance.

As a worked example: The following table shows the impact on the monetary value of the Securities depending on the development of an equally weighted Basket comprised of two Shares with a price of EUR 500 each (aggregate value EUR 1,000), taking into account development of the price of Share 1 and Share 2, respectively:

Composition of relevant Basket	**Price of Share 1**	**Price of Share 2**	**Impact on monetary value of Securities**
Equally weighted basket, comprising of two shares (price of EUR 500 each, aggregate value EUR 1,000)	Increase by EUR 50 (= 10 per cent.)	Decrease by EUR 25 (= 5 per cent.)	Increase by EUR 25 (= 2.5 per cent.)
Equally weighted basket, comprising of two shares (price of EUR 500 each, aggregate value EUR 1,000)	Increase by EUR 25 (= 5 per cent.)	Decrease by EUR 50 (= 10 per cent.)	Decrease by EUR 25 (= 2.5 per cent.)
Equally weighted basket, comprising of two shares (price of EUR 500 each, aggregate value EUR 1,000)	Increase by EUR 50 (= 10 per cent.)	Decrease by EUR 50 (= 10 per cent.)	No change

In a non-equally weighted Basket or Index, the performance of the Securities will also be positive in case that the aggregate gains of the components of the Basket or Index with positive performance overcompensate for the aggregate losses of the components with a negative performance. However, other than in case of an equally weighted Basket or Index, any such gains and losses are required to be weight-adjusted to reflect the actual composition of the Basket or Index.

As a worked example: In a Basket comprised of two Shares with the prices of such Shares being EUR 1,000 (66.67 *per cent.*) Share 1 and EUR 500 (33.33 *per cent.*) Share 2, due to the Share 1 being weighted twice as much as Share 2, the aggregate gains of Share 2 must be (at least) twice as high as the losses of Share 1 in order to cancel each other out or to even generate a positive performance.

The following table shows the impact on the monetary value of the Securities depending on the development of a non-equally weighted Basket comprised of two Shares with a price of EUR 1,000 (Share 1) and of EUR 500 (Share 2), taking into account development of the price of Share 1 and Share 2, respectively:

Composition of relevant Basket	**Price of Share 1**	**Price of Share 2**	**Impact on monetary value of Securities**
Non-equally weighted basket, comprising of two shares (price of share 1 EUR 1,000, price of share 2 EUR 500)	Increase by EUR 100 (= 10 per cent.)	Decrease by EUR 25 (= 5 per cent.)	Increase by EUR 75 (= 5 per cent.)
Non-equally weighted basket, comprising of two shares (price of share 1 EUR 1,000, price of share 2 EUR 500)	Increase by EUR 50 (= 5 per cent.)	Decrease by EUR 50 (= 10 per cent.)	No change

Non-equally weighted basket, comprising of two shares (price of share 1 EUR 1,000, price of share 2 EUR 500)	Increase by EUR 100 (= 10 per cent.)	Decrease by EUR 50 (= 10 per cent.)	Increase by EUR 50 (= 3.33 per cent.)

3.2.10 Leverage Exposures

A Class of leveraged Securities will provide leverage exposure by holding an ETP Underlying Asset which may be leveraged long exposure **("Leveraged Exposures"),** short inverse exposure **("Short Exposures")** or +1x exposure **("Normal Exposures").** For the Leveraged Exposures and the Short Exposures, the degree of leverage or inverse leverage will be embedded in the ETP Underlying Asset. The degree of leverage provided by a Class of leveraged Securities will be reflected in a leverage factor which shall be specified in the Final Terms (the "**Leverage Factor").** The Leverage Factor will typically be (but will not in all cases be) any of +1, +2, +3, +4, +5, -1, -2, -3, -4 or -5, as shall be specified in the relevant Final Terms.

A Class of leveraged Securities provides a Leveraged Exposure or Normal Exposure, this means that the leveraged Securities value will increase on any day on which the value of the Underlying Asset increases and will decrease if the value of the ETP Underlying Asset falls on such day (in each case excluding the effects of any applicable fees and adjustments). Where a Class of leverage Securities provides a Short Exposure, this means that the leveraged Securities value will increase on any day on which the value of the ETP Underlying Asset decreases and will decrease if the value of the ETP Underlying Asset increases on such day (in each case excluding the effects of any applicable fees and adjustments).

Long or short exposure

The ETP Underlying Asset held by a Class of leveraged Securities may provide long or short exposure to a reference index, in addition to providing leveraged exposure to such index.

(a) a positive Leverage Factor, will provide long exposure to the daily performance of the relevant reference index ("**Long Securities**"). This means that the value of the Long Securities will increase if the index price of the reference index increases on such day, and will decrease if the index price of the reference index falls on such day (in each case excluding the effects of any applicable fees and adjustments); or

(b) a negative Leverage Factor, will provide short exposure to the daily performance of the relevant reference index ("**Short Securities**"). This means that the value of the Short Securities will decrease if the index price of its reference index increases on such day and will increase if the index price of the reference index falls on such day (in each case excluding the effects of any applicable fees and adjustments).

Daily return and simulated examples

Each Class of leveraged Security is "daily leveraged" in that on any given day, the change in the leveraged Securities value (excluding the effects of any applicable fees and adjustments) will be a multiple (e.g. 5x in the case of Long Securities or -5x in the case of Short Securities) of the performance of the relevant reference index on that day. The Class of leveraged Securities track a multiple (e.g. -5x, -4x, -3x, -2x, -1x, +2x, +3x, +4x or +5x) of the reference index's return for a single Valuation Date only, as measured from the closing price on that Valuation Date to the closing price on the immediately following Valuation Date, and not for any other period. The return of a Class of leveraged Securities for a period longer than one day is the result of its return for each day compounded over all days in that period.

The simulated returns included in the charts set out below are included merely as examples of possible eventualities in order to demonstrate the relationship between the price of a Class of leveraged Securities

(in each case excluding the effects of any applicable fees and adjustments, and assuming that no Disruption Event or Adjustment Event occurs) and the performance of the relevant reference index.

The charts below illustrate, for a simulated Class of Securities with Leverage Factors of 5x and -5x which reference hypothetical daily returns for the same reference index; (i) how daily returns are calculated on each Valuation Date (Chart 1) and (ii) how the value of a Class of leveraged Security can develop over periods of more than one Valuation Date (Chart 2). For comparison purposes, the simulated examples below exclude the effects of any applicable fees and adjustments.

Chart 1

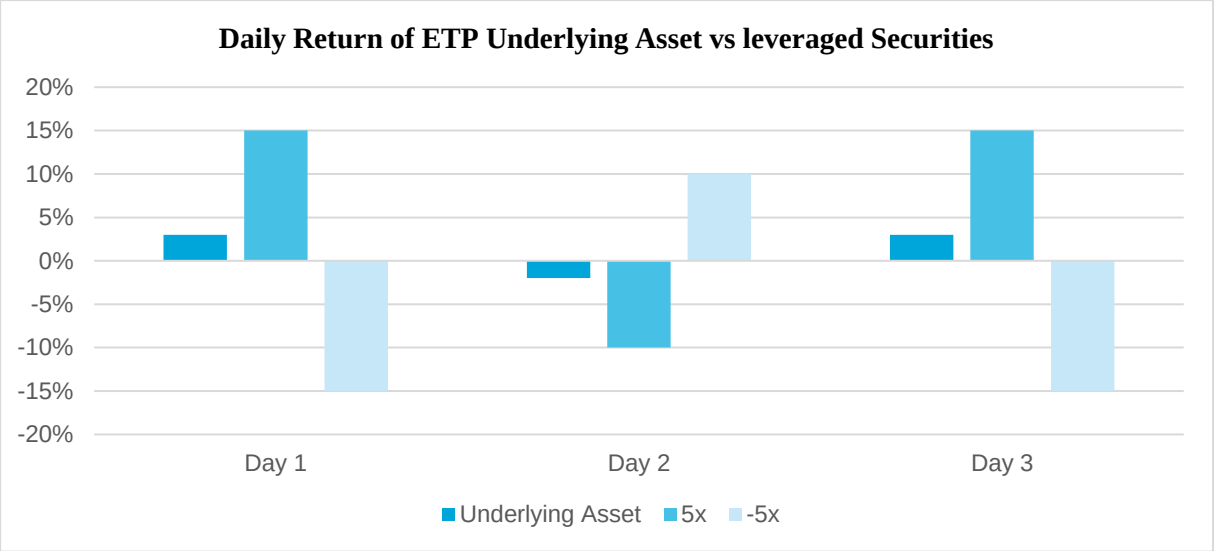
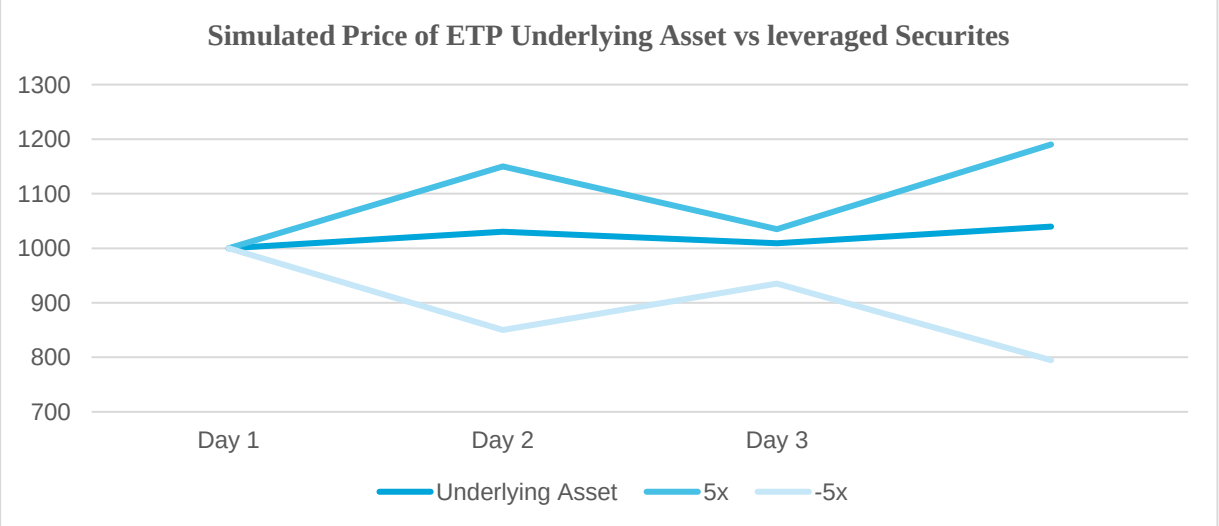


Chart 2



Leverage effect of the ETP Underlying Asset

The examples set out below (which for comparison exclude the effects of any applicable fees and adjustments) illustrate how simulated leveraged Securities that hold ETP Underlying Asset, which track hypothetical daily returns of a reference index, can behave over periods longer than one day. Each example shows simulated leveraged Securities with Leverage Factors of -5x, -4x, -3x, -2x, -1x, +2x, +3x, +4x and +5x holding ETP Underlying Asset which are tracking the same hypothetical reference index. In each example, the return on the leverage Securities for each day is equal to the product of the return of the ETP Underlying Asset for that day and the relevant Leverage Factor.

Sideway Trending Example - The bottom two rows in the table show (1) the cumulative return of the simulated leveraged Securities and the hypothetical ETP Underlying Asset measured over a five-day period, and (2) the cumulative return of the ETP Underlying Asset over that five-day period multiplied by the Leverage Factor of each such leveraged Security (the "**ETP Underlying Asset Leveraged Return**").

Although the simulated daily return on the leveraged Securities for each of the five days is equal to the product of the return of the ETP Underlying Asset for that day and the applicable Leverage Factor, over the entire five-day period the cumulative return of each simulated leveraged Security is different to the ETP Underlying Asset Leveraged Return. Due to the nature of compounded daily leveraged returns over more than one day, this result is typical of a flat or sideways trending market.

SIDEWAY TRENDING

		-5	-4	-3	-2	-1	1	1	2	3	4	5
		Short Securities					ETP Underlying Asset	Long Securities				
Period	Leverage Factor	-5x	-4x	-3x	-2x	-1x	1x	1x	2x	3x	4x	5x
Day 1	Value Start of the Day	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0
	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	850.00	880.00	910.00	940.00	970.00	1030.00	1030.00	1060.00	1090.00	1120.00	1150.00
Day 2	Return	10%	8%	6%	4%	2%	-2%	-2%	-4%	-6%	-8%	-10%
	Value End of Day	935.00	950.40	964.60	977.60	989.40	1009.40	1009.40	1017.60	1024.60	1030.40	1035.00
Day 3	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	794.75	836.35	877.79	918.94	959.72	1039.68	1039.68	1078.66	1116.81	1154.05	1190.25
Day 4	Return	15%	12%	9%	6%	3%	-3%	-3%	-6%	-9%	-12%	-15%
	Value End of Day	913.96	936.71	956.79	974.08	988.51	1008.49	1008.49	1013.94	1016.30	1015.56	1011.71
Day 5	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	776.87	824.31	870.68	915.64	958.85	1038.75	1038.75	1074.77	1107.77	1137.43	1163.47
	Cumulative Return	-22.3%	-17.6%	-12.9%	-8.4%	-4.1%	3.9%	3.9%	7.5%	10.8%	13.7%	16.3%
Entire 5-day period	Underlying Asset Leveraged Return = Cumulative Return of Underlying Asset x Leverage Factor	-19.4%	-15.5%	-11.6%	-7.7%	-3.9%	3.9%	3.9%	7.7%	11.6%	15.5%	19.4%

Upward Trending Example - a hypothetical scenario where the five-day cumulative return of the simulated leveraged Securities "outperforms" the five-day return of the ETP Underlying Asset Leveraged Return. This is seen where (i) the simulated Short Securities have higher (less negative) returns than the relevant ETP Underlying Asset Leveraged Return and (ii) the simulated Long Securities have higher (more positive) returns than the relevant ETP Underlying Asset Leveraged Return.

UPWARD TRENDING												
		Short Securities					ETP Underlying Asset	Long Securities				
Period	Leverage Factor	-5x	-4x	-3x	-2x	-1x	1x	1x	2x	3x	4x	5x
Day 1	Value Start of the Day	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0
	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	850.00	880.00	910.00	940.00	970.00	1030.00	1030.00	1060.00	1090.00	1120.00	1150.00
Day 2	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	722.50	774.40	828.10	883.60	940.90	1060.90	1060.90	1123.60	1188.10	1254.40	1322.50
Day 3	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	614.13	681.47	753.57	830.58	912.67	1092.73	1092.73	1191.02	1295.03	1404.93	1520.88
Day 4	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	522.01	599.70	685.75	780.75	885.29	1125.51	1125.51	1262.48	1411.58	1573.52	1749.01
Day 5	Return	-15%	-12%	-9%	-6%	-3%	3%	3%	6%	9%	12%	15%
	Value End of Day	443.71	527.73	624.03	733.90	858.73	1159.27	1159.27	1338.23	1538.62	1762.34	2011.36
	Cumulative Return	-55.6%	-47.2%	-37.6%	-26.6%	-14.1%	15.9%	15.9%	33.8%	53.9%	76.2%	101.1%
Entire 5-day period	Underlying asset Leveraged Return = Cumulative Return of Underlying Asset x Leverage Factor	-79.6%	-63.7%	-47.8%	-31.9%	-15.9%	15.9%	15.9%	31.9%	47.8%	63.7%	79.6%

Upward Trending Example – a hypothetical scenario where the cumulative return of the ETP Underlying Asset over a period longer than one day is flat (i.e. zero or close to zero). The simulated leveraged Securities all exhibit negative cumulative returns over the period.

UNCH IN VOLATILE TRADING												
		Short Securities					ETP Underlying Asset	Long Securities				
Period	Leverage Factor	-5x	-4x	-3x	-2x	-1x	1x	1x	2x	3x	4x	5x
Day 1	Value Start of the Day	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0
	Return	-25.0%	-20.0%	-15.0%	-10.0%	-5.0%	5.0%	5.0%	10.0%	15.0%	20.0%	25.0%
	Value End of Day	750.00	800.00	850.00	900.00	950.00	1050.00	1050.00	1100.00	1150.00	1200.00	1250.00
Day 2	Return	23.8%	19.0%	14.3%	9.5%	4.8%	-4.8%	-4.8%	-9.5%	-14.3%	-19.0%	-23.8%
	Value End of Day	928.57	952.38	971.43	985.71	995.24	1000.00	1000.00	995.24	985.71	971.43	952.38
Day 3	Return	-25.0%	-20.0%	-15.0%	-10.0%	-5.0%	5.0%	5.0%	10.0%	15.0%	20.0%	25.0%
	Value End of Day	696.43	761.90	825.71	887.14	945.48	1050.00	1050.00	1094.76	1133.57	1165.71	1190.48
Day 4	Return	34.1%	27.3%	20.5%	13.6%	6.8%	-6.8%	-6.8%	-13.6%	-20.5%	-27.3%	-34.1%
	Value End of Day	933.85	969.70	994.61	1008.12	1009.94	978.41	978.41	945.48	901.70	847.79	784.63
Day 5	Return	-11.0%	-8.8%	-6.6%	-4.4%	-2.2%	2.2%	2.2%	4.4%	6.6%	8.8%	11.0%
	Value End of Day	830.81	884.10	928.77	963.62	987.65	1000.00	1000.00	987.20	961.40	922.63	871.21
Entire 5-day	Cumulative Return	-16.9%	-11.6%	-7.1%	-3.6%	-1.2%	0.0%	0.0%	-1.3%	-3.9%	-7.7%	-12.9%

period	**Underlying asset Leveraged Return = Cumulative Return of Underlying Asset x Leverage Factor**	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Unchanged Trending Example - a hypothetical scenario in which the cumulative return of the ETP Underlying Asset over a period longer than one day is positive, but the simulated Long Securities exhibit a negative return.

POSITIVE UNDERLYING IN VOLATILE TRADING												
		Short Securities					**Underlying Asset**	**Long Securities**				
Period	**Leverage Factor**	**-5x**	**-4x**	**-3x**	**-2x**	**-1x**	**1x**	**1x**	**2x**	**3x**	**4x**	**5x**
Day 1	**Value Start of the Day**	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0
	Return	-75.0%	-60.0%	-45.0%	-30.0%	-15.0%	15.0%	15.0%	30.0%	45.0%	60.0%	75.0%
	Value End of Day	250.00	400.00	550.00	700.00	850.00	1150.00	1150.00	1300.00	1450.00	1600.00	1750.00
Day 2	**Return**	75.0%	60.0%	45.0%	30.0%	15.0%	-15.0%	-15.0%	-30.0%	-45.0%	-60.0%	-75.0%
	Value End of Day	437.50	640.00	797.50	910.00	977.50	977.50	977.50	910.00	797.50	640.00	437.50
Day 3	**Return**	-75.0%	-60.0%	-45.0%	-30.0%	-15.0%	15.0%	15.0%	30.0%	45.0%	60.0%	75.0%
	Value End of Day	109.38	256.00	438.63	637.00	830.88	1124.13	1124.13	1183.00	1156.38	1024.00	765.63
Day 4	**Return**	75.0%	60.0%	45.0%	30.0%	15.0%	-15.0%	-15.0%	-30.0%	-45.0%	-60.0%	-75.0%
	Value End of Day	191.41	409.60	636.01	828.10	955.51	955.51	955.51	828.10	636.01	409.60	191.41
Day 5	**Return**	-75.0%	-60.0%	-45.0%	-30.0%	-15.0%	15.0%	15.0%	30.0%	45.0%	60.0%	75.0%
	Value End of Day	47.85	163.84	349.80	579.67	812.18	1098.83	1098.83	1076.53	922.21	655.36	334.96
	Cumulative Return	-95.2%	-83.6%	-65.0%	-42.0%	-18.8%	9.9%	9.9%	7.7%	-7.8%	-34.5%	-66.5%
Entire 5-day period	**Underlying asset Leveraged Return = Cumulative Return of Underlying Asset x Leverage Factor**	-49.4%	-39.5%	-29.6%	-19.8%	-9.9%	9.9%	9.9%	19.8%	29.6%	39.5%	49.4%

3.3 Interest on the Securities

The Securities do not bear interest.

3.4 Early redemption

If a Compulsory Redemption Event occurs in respect of a Class of Securities, each Security of such Class, or if a Compulsory Redemption Event occurs in respect of a Securityholder, the Securities of that Securityholder, will become due and payable on the relevant Compulsory Redemption Settlement Date at its Redemption Amount.

3.5 Optional redemption of Securities by Securityholders

Securities may be applied for and redeemed on any Business Day, in accordance with heading 1.8 "*Subscriptions and Redemptions*" in section 1. "*General Description of the Programme*" of this Prospectus.

3.6 Taxation and no gross-up

Each Securityholder will assume and be solely responsible for any and all Taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local Taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Securities. In the event that any withholding or deduction for or on account of Tax is imposed on payments on the Securities, the Securityholders will be subject to such Tax or deduction and will not be entitled to receive amounts to compensate for such withholding or deduction. No Event of Default will occur as a result of any such withholding or deduction.

4. Important Notices

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

Any individual intending to invest in any investment described in this Prospectus should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

This Prospectus should be read and construed in conjunction with any supplement hereto and with any document incorporated herein by reference (if any) and, in relation to any issue of a Class of Securities, with the relevant Final Terms (as defined herein). Full information on the Issuer and any Class of Securities is only available on the basis of the combination of this Prospectus and the relevant Final Terms.

The value of the amounts payable under the Securities may be calculated by reference to an underlying Index consisting of various Underlying Assets provided by registered benchmark administrators. The Final Terms of the Securities may set out specific (updated) information in relation to the index, the benchmark administrator (such as whether the relevant benchmark administrator appears on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of Regulation (EU) 2016/1011, as amended ("**Benchmark Regulation**") and related information for the respective issue of the Securities.

No person has been authorised to give any information which is not contained in or not consistent with this Prospectus or any other information supplied in connection with the Programme and, if given or made, such information must not be relied upon as having been authorised by or on behalf of the Issuer.

The delivery of this Prospectus or any relevant Final Terms and the offering, sale or delivery of any Securities may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial condition of the Issuer since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Issuer is obliged by the provisions of the UK Prospectus Regulation, that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of any Securities and which arises or is noted between the time when this Prospectus is approved and the closing of the offer period of such Securities or the time when trading of the Securities on a regulated market begins, whichever occurs later, the Issuer shall prepare and publish a supplement to this Prospectus for use in connection with any subsequent offering of the Securities in accordance with applicable laws.

To the extent permitted by the laws of any relevant jurisdiction, no person mentioned in this Prospectus, excluding the Issuer, is responsible for the information contained in this Prospectus or any supplement thereof, or any relevant Final Terms or any other document incorporated herein by reference (if any) and, accordingly, to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

The distribution of this Prospectus and of any relevant Final Terms and the offering, sale and delivery of Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any relevant Final Terms are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the EEA, the United Kingdom (the "**UK**"), the United States of America and Switzerland see the section 17. "*Selling Restrictions*" of this Prospectus. Further restrictions may be disclosed in the relevant Final Terms.

Prospective investors in the Securities should note that the tax legislation of the prospective investor's member state and of the Issuer's country of incorporation may have an impact on the income received

from Securities. Prospective investors should consult their own tax advisers as to the relevant tax consequences of the ownership and disposition of Securities.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus and any relevant Final Terms may not be used for the purpose of an offer or solicitation by 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 an offer or solicitation.

This Prospectus and any relevant Final Terms do not constitute an offer or an invitation by or on behalf of the Issuer or any dealers to any person to subscribe for or to purchase any Securities.

Any websites included in this Prospectus, except where stated otherwise in this Prospectus, are for information purposes only, do not form part of this Prospectus and have not been scrutinised or approved by the FCA as competent authorities.

4.1 UK PRIIPS Regulation - UK Retail Investors

If the relevant Final Terms in respect of any Securities include a legend entitled "*Prohibition of Sales to UK 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 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) 2017/565 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**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 English law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of English law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of English law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

4.2 MIFID II Product Governance / Target Market

The Final Terms in respect of any Class of Securities may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate and may outline further details in connection therewith. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither the Arranger nor the dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

4.3 UK MIFIR Product Governance / Target Market

The Final Terms in respect of any Class of Securities may include a legend entitled "*UK MiFIR Product Governance*" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining

the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither the Arranger nor the dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

4.4 Jersey – Collective Investment Fund

The investments described in this Prospectus do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience in investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Jersey Financial Services Commission as suitable investments for any other type of investor.

Any individual intending to invest in any investment described in this Prospectus should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

The Jersey Financial Services Commission ("**JFSC**") does not opine on, or otherwise endorse, issuer falling within the scope of the Collective Investment Funds (Restriction of Scope) (Jersey) Order 2000. Accordingly, the JFSC takes no responsibility should the issuer fail to meet the conditions of the Collective Investment Funds (Restriction of Scope) (Jersey) Order 2000.

The Registrar is registered under the Financial Services (Jersey) Law 1998, as amended, (the "**Financial Services Law**") to enable it to undertake its functions in relation to Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

4.5 Listing and Trading

Application has been made for the Securities referred to in the applicable Issue Specific Option to be admitted for listing on the official list (where applicable) of a Relevant Stock Exchange, as specified in the Final Terms of such Securities, and to be admitted to trading on the regulated market thereof.

The Issuer may make applications for certain of the Securities to be listed or traded on certain other regulated markets.

4.6 Responsibility and no investment advice

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import. **Nothing in this Prospectus or anything communicated to holders or potential holders of the Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for the Securities or the exercise of any rights attached thereto for the purposes of the Financial Services Law.**

The directors of the company have taken all reasonable care to ensure that the facts stated in this Prospectus are true and accurate in all material respects, and that there are no other facts the omission of which would make misleading any statement in this Prospectus, whether of facts or of opinion. All the directors accept responsibility accordingly.

None of the Issuer, the Authorised Participants, the Trustee, any Custodian or, as applicable, any US Broker-Dealer makes any representations as to (i) the suitability of any Securities for any particular investor; (ii) the appropriate accounting treatment or possible tax consequences of an investment in any Securities; or (iii) the expected performance of any Securities, either in absolute terms or relative to competing investments.

4.7 Investors to make their own assessment

Each potential investor in Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Securities, the merits and risks of investing in the relevant Securities and the information contained or incorporated by reference into this Prospectus or any supplement hereto (if any);

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Securities, including where the currency for principal or interest payments is different from the potential investor's currency;

(d) understand thoroughly the terms of the relevant Securities and be familiar with the behaviour of financial markets;

(e) be aware that it may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Securities are transferred or other jurisdictions;

(f) ask for its own tax adviser's advice on its individual taxation with respect to the acquisition, sale and redemption of the Securities; and

(g) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks

4.8 Supplementary Prospectus

If at any time the Issuer shall be required to prepare a supplementary prospectus, the Issuer will prepare and make available an appropriate amendment or supplement to this Prospectus.

4.9 Third Party Information

Where information has been sourced from a third party, the Issuer confirms that this information has been accurately reproduced and that, so far as the Issuer is aware and able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

4.10 Forward-Looking Statements

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. Forward-looking statements are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements may be identified by the use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding the Issuer's business and management, growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including HANETF MULTI-ASSET ETC ISSUER PLC financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause

a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the section 2. "*Risk Factors*" in this Prospectus. This section 2. includes more detailed descriptions of factors that might have an impact on Issuer's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, the Issuer does not assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

4.11 Consent to use this Prospectus

If so specified in the Final Terms in respect of any particular Class of Securities, the Issuer consents to the use of this Prospectus with respect to subsequent resale or final placement of the relevant Securities in connection with a Non-exempt Offer (i) by the financial intermediary/ies (each, an "**Authorised Offeror**"), (ii) during the Offer Period (as defined below) and (iii) subject to the relevant conditions, in each case as specified in the relevant Final Terms. As at the date of this Prospectus no Authorised Offeror has been designated so by the Issuer. The consent relates only to offer periods occurring within 12 months from the date of this Prospectus (the "**Offer Period**").
Any Authorised Offeror using this Prospectus must state on its own website that it uses this Prospectus in accordance with the consent and conditions contained in this Prospectus.
The consent shall be valid in relation to any public offer of a relevant Class of Securities in the United Kingdom in accordance with the UK Prospectus Regulation, *provided that* it shall be a condition of such consent that the Prospectus may only be used by the relevant Authorised Offeror(s) to make offerings of the relevant Class of Securities in the jurisdiction(s) in which the Non-exempt Offer is to take place, as specified in the relevant Final Terms.

The Issuer may (i) give consent to one or more additional Authorised Offerors after the date of the relevant Final Terms, (ii) discontinue or change the offer period, and/or (iii) remove or add conditions and, if it does so, such information in relation to the relevant Securities will be published by way of notice which will be available on the Issuer's website (http://www.hanetf.com).

The Issuer accepts responsibility for the content of this Prospectus in relation to any person (an "**Investor**") purchasing Securities pursuant to a Non-exempt Offer where the offer to the Investor is made (i) by an Authorised Offeror (or the Issuer), (ii) in a jurisdiction for which the Issuer has given its consent, (iii) during the offer period for which the consent is given and (iv) in compliance with the other conditions attached to the giving of the consent, all as set forth in the relevant Final Terms.

Other than in accordance with the terms set forth in the paragraph above, the Issuer has not authorised the making of any Non-exempt Offers of the Securities or the use of this Prospectus by any person. No financial intermediary or any other person is permitted to use this Prospectus in connection with any offer of the Securities in any other circumstances. Any such offers are not made on behalf of the Issuer and the Issuer has no responsibility or liability to any Investor purchasing Securities pursuant to such offer or for the actions of any person making such offer.

If an Investor intends to purchase Securities from an Authorised Offeror, it will do so, and such offer and sale will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and the Investor, including as to price allocations and settlement arrangements. The terms and conditions of such offer should be provided to the Investor by that Authorised Offeror at the time such offer is made.

4.12 Reasons for the Offer and Use of Proceeds

With the offer of Securities and/or an admission to trading of such Securities on a regulated market, the Issuer intends to generate profits from the issue of the Securities, which shall primarily be used to finance general corporate purposes and business development of the Issuer, unless otherwise stated in the Final Terms.

The Issuer makes profit through charging a total expense ratio corresponding to the TER (i.e. the *total expense ratio*, as specified in the relevant Final Terms in relation to each Class of Securities) on the

respective Underlying Asset received as proceeds for the subscription of the Securities and deposited with the Custodian in relation to each Class of Securities.

5. General Terms and Conditions

The following is the text of the general terms and conditions which, subject to completion by the Final Terms relating to a particular Class of Securities, will be applicable to the Securities of such Class and which will be attached to or endorsed on such Class of Securities in definitive form (*or, in the case of Registered Securities, on the Individual Certificates relating to such Registered Securities*).

The Final Terms will (i) determine which of the Issue Specific Option IV through IX of the Issue Specific Terms and Conditions (as defined below) shall apply to the relevant issue of Securities by inserting the General Terms and Conditions and such Issue Specific Option in the Final Terms and will (ii) specify and complete such Options so inserted, respectively.

*The terms and conditions of a Class of Securities will be the conditions contained in schedule 2 of the Principal Trust Deed, as set out below, and the conditions contained in the applicable Issue Specific Option, as specified and completed by the Final Terms applicable thereto (as defined below) (together, the "**Conditions**").*

*The issue specific terms and conditions of the Securities (the "**Issue Specific Terms and Conditions**") are set forth in the following options (each an "**Issue Specific Option**" and, together, the "**Issue Specific Options**"):*

***Issue Specific Option IV:** Equity-Linked Securities*

***Issue Specific Option V:** Equity-Basket Linked Securities*

***Issue Specific Option VI:** Equity-Index Linked Securities*

***Issue Specific Option VII:** ETP Linked Securities*

***Issue Specific Option VIII:** ETP-Basket Linked Securities*

***Issue Specific Option IX:** ETP-Index Linked Securities*

The Securities are issued under the Securities Programme of the Issuer (the "**Programme**"). In respect of a Class of Securities, the Securities of such Class will be constituted pursuant to a trust deed entered into on 12 February 2024 and made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed (as defined below)), as trustee for the Securityholders and the other persons specified therein (as amended, supplemented, novated and/or replaced from time to time, the "**Principal Trust Deed**"). The Principal Trust Deed and any supplemental trust deed in respect of each Class of Securities are referred to together as the "**Trust Deed**". These general terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed.

The obligations of the Issuer under the Securities of a particular Class are secured by the applicable Security Documents in respect of such Class.

The Securityholders are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, each Security Document (as defined below), the Custody Agreements (as defined below) and each of the other Programme Documents (as defined below) which are applicable to them and to have notice of each set of Final Terms (as defined below) issued in respect of a Class or Tranche of Securities held by such Securityholders.

1 DEFINITIONS

1.1 Definitions

In the Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Acceptable Delivery of Securities**" means, in respect of Securities subject to a Redemption, the Securityholder having delivered the Securities to the Issuer either:

(a) if such Securities are in Uncertificated Form, by depositing such Securities into an appropriate Relevant Clearing System account (as directed by the Issuer) and giving correct delivery free of payment instructions in the Relevant Clearing System; or

(b) if such Securities are in Certificated Form, by delivering the certificates in respect of such Securities to the Issuer; or

(c) if such Securities are in Certificated Form, by having delivered such Securities to the Issuer by agreement with the Issuer.

"**Adjustment Event**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Account Bank Agreement**" means an agreement entered into by the Issuer that provides for the appointment of any person as Account Bank.

"**Affiliate**" means, in relation to any person or entity, any other person or entity controlled, directly or indirectly, by the person or entity, any other person or entity that controls, directly or indirectly, the person or entity or any other person or entity directly or indirectly under common control with the person or entity. For these purposes, "**control**" of any entity or person means the power, directly or indirectly, either to (a) vote 10 per cent. or more of the securities having ordinary voting power for the election of directors of the relevant person or entity or (b) direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

"**Agency Agreement**" means an agreement entered into by the Issuer that provides for the appointment of any person as Issuing and Paying Agent, Registrar and Transfer Agent (as applicable).

"**Agents**" means the Management and Determination Agent, the Issuing and Paying Agent (if applicable), the Paying Agent(s) (if applicable), Transfer Agent and the Registrar or any of them and such other agent(s) as may be appointed from time to time in relation to the Securities under the Agency Agreement, the Management and Determination Agent Agreement, or any other agreement with the Issuer under which such agent is appointed from time to time in relation to the Securities, as applicable, and any successor or replacement and "**Agent**" means any of them.

"**Agreed Pricing**" means the method referred to under Condition 8.4 and Condition 3.8 of the applicable Issue Specific Option, whereby such method shall be applicable in case the Management and Determination Agent determines that the value of the Asset Entitlement is less than the outstanding Principal Amount, resulting in the relevant Securities being Redeemed at the amount equal to the Asset Entitlement, as agreed between the Authorised Participant and the Issuer.

"**Asset Entitlement**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms), subject to a Permanent Adjustment (if any).

"**Asset Entitlement Precision Level**" has the meaning given to such term in the applicable Issue Specific Option (as specified in the Final Terms).

"**Authorised Participant**" means any bank or financial institution (which for these purposes shall include any leading dealer or broker in the assets of the type referenced by the Securities) that has entered into an Authorised Participant Agreement with the Issuer.

"**Authorised Participant Agreement**" means, in respect of an Authorised Participant, the authorised participant agreement (as amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer and such Authorised Participant.

"**Base Currency**" means the currency of denomination of the Securities, as specified in the Final Terms.

"**Bearer Securities**" has the meaning given to it in Condition 2 (*FORM AND TITLE*).

"**Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and in the Bailiwick of Jersey;

"**Cash Redemption**" means in relation to the Redemption of any Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with the applicable Issue Specific Option (as specified in the Final Terms).

"**Certificated**" or "**Certificated Form**" means not in Uncertificated Form.

"**CGN**" means a Global Bearer Security in classic global note form.

"**Class**" means all Securities having the same ISIN or other similar identifier, including the Initial Tranche and any Further Tranche.

"**Class Issue Date**" means the date of issuance of the Initial Tranche of a Class of Securities, as specified in the relevant Final Terms.

"**Class Maximum Number of Securities**" means, in respect of a Class of Securities, 10,000,000,000.

"**Clearing System Business Day**" means a day on which the Relevant Clearing System is open for the purpose of effecting settlement of Securities of a relevant Class.

"**Clearstream, Frankfurt**" means Clearstream Banking AG, Eschborn and any successor thereto.

"**Clearstream, Luxembourg**" means Clearstream Banking, société anonyme, Luxembourg and any successor thereto.

"**Common Depositary**" means, in relation to a Class of Securities issued in CGN form, the common depositary for Euroclear and Clearstream, Luxembourg appointed in respect of such Class.

"**Common Safekeeper**" means, in relation to a Class of Securities issued in NGN form, the common safekeeper for Euroclear and Clearstream, Luxembourg appointed in respect of such Class.

"**Compulsory Cash Redemption**" means in relation to Compulsory Redemption of any Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with the applicable Issue Specific Option (as specified in the Final Terms).

"**Compulsory Redemption**" means a redemption of Securities in accordance with Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) and the applicable Issue Specific Option and "**Compulsorily Redeemed**" shall be construed accordingly.

"**Compulsory Redemption Event**" has the meaning given to it in Condition 9.2.

"**Compulsory Redemption Settlement Date**" means in the case of Compulsory Redemption the second Payment Business Day following the date on which the Issuer has received in full cleared funds in an Issuer Cash Account all of the proceeds of the sale of the relevant Underlying Asset in respect of the relevant Securities.

"**CREST**" means the system for the paperless settlement of trades and the holding of uncertificated securities operated by EUI in accordance with the Uncertificated Regulations, as amended from time to time.

"**Currency Business Day**", in respect of a Class of Securities, has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Custodian**" means in respect of a Class of Securities and an Underlying Asset forming part of the Secured Property, such party(ies) appointed as custodian and any successor or replacement thereto in accordance with the terms of a Custody Agreement and as specified within the applicable Issue Specific Option (as specified in the Final Terms).

"**Custody Agreement**" means any custody agreement (as amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer and each Custodian and any other relevant party and as specified within the applicable Issue Specific Option (as specified in the Final Terms).

"**Definitive Securities**" means Bearer Securities in definitive form and includes any replacement Security issued pursuant to these Conditions.

"**Delivery Precision Level**" means, in relation to a Security of a Class, the level specified in the Final Terms of such Class and subject to Rounding as specified in Condition 12.11.

"**Eligible Cash Account Bank**" means any reputable bank, financial institution or credit institution.

"**EUI**" means Euroclear UK & Ireland Limited (formerly known as CRESTCO Limited) incorporated in England and Wales under number 2878738.

"**Euroclear**" means Euroclear Bank SA/NV and any successor thereto.

"**Event of Default**" has the meaning given to it in Condition 14.1 (*EVENTS OF DEFAULT*).

"**Event of Default Redemption Notice**" has the meaning given to it in Condition 14.1 (*EVENTS OF DEFAULT*).

"**Exchange Date**" has the meaning given to it in Condition 3.1 (*Exchange of Bearer Securities*).

"**Execution Cost**" means any cost that occurs upon a Redemption as may be specified in the applicable Issue Specific Option (as specified in the Final Terms).

"**Extraordinary Resolution**" means a resolution passed at a meeting duly convened and held in accordance with schedule 1 of the Principal Trust Deed by a majority of at least 75 per cent. of the votes cast, provided that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate number of the Securities of the relevant Class for the time being outstanding and/or an electronic resolution setting out the consent by or on behalf of the holders of not less than 75 per cent. of the aggregate number of the Securities of the relevant Class for the time being outstanding shall, for all purposes, be as valid and effectual as an Extraordinary Resolution passed at a meeting of such Securityholders duly convened and held in accordance with the relevant provisions of the Principal Trust Deed.

"**Final Redemption Date**" means the tenth Payment Business Day following the Final Trading Date.

"**Final Terms**" means the final terms specifying the relevant issue details of the Securities of a particular Class or Tranche.

"**Final Trading Date**" means the date specified by the Issuer in relation to any type of Securities pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*).

"**Further Tranche**" means any Tranche of a Class of Securities issued after the Class Issue Date in accordance with Condition 18 (*ISSUE OF FURTHER TRANCHES AND CLASSES OF SECURITIES*).

"**Global Bearer Security**" means the Securities in bearer form represented by a global security.

"**Global Registered Certificate**" means a global certificate representing Securities in registered form.

"**Global Security**" means a Global Bearer Security or a Global Registered Certificate.

"**Individual Certificate**" means, in respect of Registered Securities, a definitive certificate in registered form representing such Registered Securities.

"**Initial Tranche**" means the first Tranche of a Class of Securities issued.

"**Issue Date**" means the date of issuance of the relevant Tranche as specified in the Final Terms relating to such Tranche.

"**Issuer**" means HANETF MULTI-ASSET ETC ISSUER PLC, a limited liability company incorporated under the laws of Jersey with registration number 146066.

"**Issuer Accounts**" means the Secured Custody Accounts and the Issuer Cash Accounts.

"**Issuer Cash Account**" means each cash account established by the Issuer with an Eligible Cash Account Bank in order to receive and hold cash proceeds in respect of the relevant Underlying Asset(s).

"**Issuer Insolvency Event**" means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (*Désastre*) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts, **provided that** no action taken by the Trustee in respect of the Issuer pursuant to the Trust Deed or a Security Document shall constitute an Issuer Insolvency Event.

"**Issue Specific Option**" means with respect to any Class of Securities, the Issue Specific Option specified in the Final Terms.

"**Issuer Technical Amendment**" means a modification to the Conditions, any relevant Trust Deed and/or any other Programme Document which is made as a consequence of the occurrence of an Adjustment Event,

provided that:

(A) the adjustments so agreed have the consequence that at the time of the adjustments there is no negative impact to the Asset Entitlement in respect of the relevant Securities; and

(B) the adjustments do not take effect until at least three calendar days have elapsed after they have been announced to the Securityholders in accordance with Condition 20 (*NOTICES*) (the date on which such adjustments taking effect, being the "**Adjustment Effective Date**").

"**Issuer's Website**" means the website having the following internet address: http://www.hanetf.com or such other internet address as may be used by the Issuer and notified to Securityholders and the Trustee.

"**Issuing and Paying Agent**" means in respect of a Class of Securities, any entity appointed as issuing and paying agent pursuant to the Agency Agreement, or if no such entity is appointed at any time, the Registrar.

"**Loss**" means any loss, liability, cost, claim, damages, expense (including, but not limited to, legal costs and expenses) or demand (or actions in respect thereof), judgment, interest on any judgment, assessment, fees or amounts paid in settlement of any action or claim.

"**Management and Determination Agent**" means HANetf Limited, a private company with limited liability incorporated in England and Wales with registered number 10697042, or any successor thereto.

"**Management and Determination Agent Agreement**" means the management and determination agent agreement (as amended, supplemented, novated and/or replaced from time to time) dated on 15 February 2024 entered into by the Issuer and the Management and Determination Agent.

"**Management and Determination Agent Breach**" has the meaning given to it in Condition 12.6(b) (*Management and Determination Agent*).

"**NGN**" means a Global Bearer Security in new global note form.

"**Non-AP Securityholder**" means a Securityholder that is not also an Authorised Participant.

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

"**Notice**" means a notice given by the Issuer in accordance with Condition 20 (*NOTICES*) (and "**Notices**" and "**Notified**" shall be construed accordingly).

"**Notice Deadline**" has the meaning specified in the Final Terms for the relevant Class of Securities.

"**Obligor**" means each person that has an obligation to the Issuer pursuant to the Secured Property, as the context requires.

"**Operating Memorandum**" means the operating memorandum of the Issuer in respect of subscription and redemption, as amended from time to time, which is made available by the Issuer to the Authorised Participant upon request.

"**Optional Redemption**" means the redemption of Securities at the option of one or more Securityholders in accordance with Condition 8 (*OPTIONAL REDEMPTION*) and the applicable Issue Specific Option (as specified in the Final Terms).

"**Optional Redemption Limit**" means, in relation to a Class of Securities, the minimum and/or maximum Redemption Amount as set out in the Operating Memorandum.

"**Optional Redemption Settlement Date**" means the date as set out in the applicable Issue Specific Option (as specified in the Final Terms) and as specified as such in the relevant Redemption Form.

"**outstanding**" means, for the purposes of the Conditions, Trust Deed and each Security Document, in relation to the Securities and a Valuation Date, (i) on the Class Issue Date, the Securities issued on such date, and (ii) on any Valuation Date thereafter, all the Securities issued on or prior to such Valuation Date except (a) those that have been redeemed in accordance with Condition 8 (*OPTIONAL REDEMPTION*); (b) those that have been cancelled for any reason; (c) those in respect of which the date for redemption has occurred and the redemption moneys have been duly paid to the Trustee, or to the Issuing and Paying Agent, and which remain available for payment against presentation and surrender of Securities (where required); (d) those that have become void or in respect of which claims have become prescribed; (e) those which have been issued and which are pending settlement to an Authorised Participant but in respect of which the relevant Authorised Participant(s) has not paid in full the relevant Subscription Amount under the Authorised Participant Agreement; (f) those that have been purchased, settled and cancelled as provided in Condition 8 (*OPTIONAL REDEMPTION*); (g) those mutilated or defaced Bearer Securities that have been surrendered in exchange for replacement Bearer Securities; (h) (for the purpose only of determining how many Securities are outstanding and without prejudice to their status for any other purpose) those Bearer Securities alleged to have been lost, stolen or destroyed and in respect of which replacement Securities have been issued and (i) any Global Bearer Security to the extent that it shall have been exchanged for one or more Definitive Securities pursuant to its provisions; provided that for the purposes of (1) ascertaining the right to attend and vote at any meeting of the Securityholders, (2) the determination of how many Securities are outstanding for the purposes of the Conditions, Trust Deed and any Security Document and (3) the exercise of any discretion, power or authority that the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Securityholders, those Securities that are beneficially held by or on

behalf of the Issuer and not cancelled shall (unless no longer so held) be deemed not to remain outstanding. For the avoidance of doubt, Securities (if any) which the Issuer has agreed on or prior to such Valuation Date to issue but in respect of which payment of the relevant Subscription Amount has not been received in full from the relevant Authorised Participant(s) and settlement to such relevant Authorised Participant(s) has not yet occurred shall not be deemed to be "outstanding" on such Valuation Date.

"**Paying Agent**" means any entity as may be appointed from time to time as paying agent of the Issuer in accordance with Condition 12.7 (*Appointment of Agents*), and any successor or replacement thereto.

"**Payment Business Day**" means, in respect of any Securities, any day which is a (i) Clearing System Business Day (ii) Currency Business Day, and (iii) Business Day.

"**Permanent Adjustment**" means, following a Secured Accounts Disruption, an adjustment of the Asset Entitlement.

"**Physical Redemption**" means in relation to the Redemption of any Securities, settlement of the Redemption Obligations in respect thereof by delivery of the relevant Underlying Assets in accordance with the applicable Issue Specific Option (as specified in the Final Terms).

"**Principal Amount**" means, in respect of any Security, the amount in the Base Currency specified in the Final Terms.

"**Proceedings**" has the meaning given to it in Condition 23.2 (*Jurisdiction*).

"**Programme**" means the programme for the issue of Securities by the Issuer.

"**Programme Document**" means in respect of each Class of Securities, each of the Trust Deed, the Security Documents, each Custody Agreement, the Agency Agreement, the Management and Determination Agent Agreement, each Authorised Participant Agreement and the Account Bank Agreement and "**Programme Documents**" means all such documents.

"**Programme Effective Date**" means 10 October 2024.

"**Programme Maximum Number of Securities**" means, in respect of the Programme, 1,000,000,000,000.

"**Programme Party**" means a party to a Programme Document (other than the Issuer and Securityholders).

"**Prohibited Physical Redemption**" means in respect of a redemption that the Issuer would be prohibited by virtue of legal or regulatory (including UCITS (as defined below)) reasons from making a delivery of the relevant Underlying Asset to the Securityholder.

"**Prospectus**" means the base prospectus of the Issuer in relation to a Class of Securities, as the same may be modified, supplemented or amended from time to time.

"**Record Date**" means the Clearing System Business Day immediately prior to the date for payment.

"**Redemption**" means the redemption of Securities by the Issuer in accordance with these Conditions and the applicable Issue Specific Option (as specified in the Final Terms) (and "**Redeem**" and "**Redeemed**" shall be construed accordingly).

"**Redemption Amount**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Redemption Deductions**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Redemption Delivery Procedures**" means the procedure for physical delivery of Underlying Asset(s) to which a Securityholder is entitled upon a Physical Redemption of the Securities, in accordance with the applicable Issue Specific Option (as specified in the Final Terms).

"**Redemption Fee**" means in case of an Optional Redemption by a Non-AP Securityholder the Redemption Fee payable by the Securityholder, and shall be an amount equal to the cost to the Issuer of complying with the Redemption Form, which shall be notified to the Securityholder at the time of the Redemption, and shall not be greater than €3,000 or such other amount as may be notified in accordance with Condition 20 (*NOTICES*). The Issuer may agree to receive such Redemption Fee in a currency other than the Base Currency converted at the then prevailing exchange rate. Any such Redemption Fee shall be payable in cash and shall not be capable of being set-off against any amount due to the Securityholder on Redemption.

"**Redemption Form**" means a request delivered to the Issuer to redeem Securities in such form as determined by the Issuer and includes a notice for the redemption of a number of securities of the relevant Class of Securities (such notice referred to as a "**Redemption Order**"), whereby such form (i) may vary depending on whether the Securityholder is an Authorised Participant or a Non-AP Securityholder and on the method of Redemption required or elected for the relevant Class of Securities and (ii) will be provided by the Issuer upon request of the relevant Securityholder).

"**Redemption Notice Date**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Redemption Obligations**" means the obligation of the Issuer on Redemption of a Security to deliver the relevant Underlying Asset(s) (and/or if applicable, make payment) to the relevant Securityholder in accordance with the Conditions and the applicable Issue Specific Option (as specified in the Final Terms).

"**Redemption Payment Procedure(s)**" means the procedure for cash redemption of an Underlying Asset(s) to which a Securityholder is entitled upon a Cash Redemption or a Compulsory Cash Redemption of the Securities, in accordance with the applicable Issue Specific Option (as specified in the Final Terms).

"**Register**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Registered Securities**" has the meaning given to it in Condition 2 (*FORM AND TITLE*) and "**Registered Security**" shall be construed accordingly.

"**Registrar**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Registrar Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Registrar.

"**Relevant Clearing System**" means (i) CREST, (ii) Euroclear, (iii) Clearstream, Frankfurt, (iv) Clearstream, Luxembourg or (v) any other recognised clearing system in which Securities of a Class may be cleared.

"**Relevant Date**" has the meaning given to it in Condition 13 (*PRESCRIPTION*).

"**Relevant Provisions**" means, in respect of the Management and Determination Agent, the provisions of the Management and Determination Agent Agreement (including, without limitation, the duties and obligations of the Management and Determination Agent under Clause 2 of the Management and Determination Agent Agreement), the Trust Deed, the Authorised Participant Agreement and the Conditions.

"**Relevant Stock Exchange**" means the London Stock Exchange and/or any other stock exchange on which Securities of a Class may be listed as specified in the relevant Final Terms.

"**repay**", "**redeem**" and "**pay**" shall each include both the others and cognate expressions shall be construed accordingly.

"**Secured Accounts Disruption**" means that the Underlying Asset held as Secured Property with respect to a Class of Securities has been lost or is (in the reasonable expectation of the Issuer)

permanently inaccessible, other than where permitted in accordance with the Conditions, the relevant Issue Specific Option and the relevant Programme Documents and subject to applicable law.

"**Secured Creditors**" means the Trustee, any appointee(s) of the Trustee or any receiver(s) appointed under or pursuant to the Trust Deed or the Security Documents and the Securityholders.

"**Secured Property**" means the assets that are subject to the security created by the Trust Deed and the applicable Security Documents in relation to any Class of Securities.

"**Securities Act**" means the United States Securities Act of 1933 as amended.

"**Security**" means a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of the Issuer or any other agreement or arrangement having a similar effect.

"**Securities**" means any or all securities issued by the Issuer under the Programme.

"**Securityholder**" and "**holder**" mean the bearer of any Bearer Security or the person in whose name a Registered Security or an Uncertificated Registered Security is registered (as the case may be).

"**Securityholder Account**" has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

"**Security Document**" means any security document relating to a Class of Securities pursuant to which Security over the Secured Property is created or perfected, and any other document designated as such by Issuer and the Trustee, as amended, supplemented, novated and/or replaced from time to time.

"**Service Provider Disruption**" means a Service Provider Disruption - Custodian

"**Service Provider Disruption - Custodian**" (i) means, save as otherwise agreed in the relevant Programme Document(s), that the or any of the Custodian(s) for a Class of Securities resigns or its/their appointment is terminated for any reason and a successor or replacement has not yet been appointed and (ii) applies for such time until a successor or replacement has been appointed or a notice for Compulsory Redemption has been given under Condition 9.3.

"**Subscription**" means an offer by an Authorised Participant to the Issuer to subscribe for Securities, being an offer on terms referred to in a Subscription Form and this document and in accordance with the provisions of the relevant Authorised Participant Agreement and "Subscribe", "Subscribed" and "Subscribing" shall be construed accordingly.

"**Subscription Amount**" means, in relation to a Subscription Form, an amount per Securities equal to the Asset Entitlement per Securities as at the relevant Trade Date.

"**Subscription Fee**" means the fee payable by an Authorised Participant on a Subscription of Securities as specified in the Operating Memorandum.

"**Subscription Form**" means a request from an Authorised Participant delivered to the Issuer to issue Securities in such form as determined by the Issuer and includes an application for the issue of a number of securities of the relevant Class of Securities (such application referred to as a "**Subscription Order**").

"**Subscription Minimum**" means the minimum amount of Securities that can be subscribed for as further specified in the Final Terms for the relevant Class of Securities;

"**Subscription Settlement Date**" means the second Business Days after the Trade Date.

"**Subscription Suspension Event**" means the delivery by the Issuer of a notice in writing to each Authorised Participant, the Issuing and Paying Agent and the Management and Determination Agent stating that with effect from the date specified in such notice Subscription of the Securities shall be suspended.

"**Suspended Day**" and "**Suspension Period**" has the meaning given to it in the applicable Issue Specific Option.

"**Suspension Notice**" has the meaning given to it in Condition 3.10 of the applicable Issue Specific Option.

"**System**" means the system enabling Authorised Participants to request the Subscription and Redemption of Securities operated by or on behalf of the Issuer, the process of which is set out in the Operating Memorandum.

"**TARGET Settlement Day**" means a day on which the T2 System is operating.

"**T2 System**" means the real time gross settlement system operated by the Eurosystem or any successor thereto.

"**Tax**" means any tax, duty, assessment or charge of whatsoever nature (including, without limitation, any tax on income, profits, gains, net wealth, asset values or turnover, value added tax, stamp duty, stamp duty reserve tax, excise, severance, sales, use, transfer, documentary, recording tax or duty or any other similar tax, duty or charge) imposed, levied, collected, withheld or assessed by any government, applicable tax authority or jurisdiction.

"**Total Expense Ratio**" or "**TER**" is the rate per annum for the relevant Class of Securities at which the Asset Entitlement is reduced over time. The TER applicable to the relevant Class of Securities as of the Issue Date is specified in the Final Terms. The TER applicable to any future (but not past) periods of time may be varied by the Issuer from time to time by giving notice through a regulatory information service. An increase of the TER will not take effect for at least 30 days following the publication of the relevant notification in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

"**Trading Disruption**" means, in respect of any of the Underlying Assets comprising the Asset Entitlement for a Class of Securities either: (i) trading and/or settlement in the or any of the relevant Underlying Asset(s) is subject to a material suspension or material limitation on any primary exchange or trading facility for the trading of such Underlying Asset(s); or (ii) any primary exchange or trading facility for the trading of the or any of the relevant Underlying Asset(s) is not open for trading for any reason (including a scheduled closure); or (iii) trading in the or any of the relevant Underlying Asset(s) on any primary exchange or trading facility for the trading of such Underlying Asset(s) has been permanently discontinued or has disappeared;

"**Tranche**" means, in relation to a Class of Securities issued on any date, the Securities that are issued on the same Issue Date with the same Principal Amount.

"**Transfer Agent**" means, in respect of a Class of Securities, any entity as may be appointed from time to time as transfer agent of the Issuer in accordance with Condition 12.7 (*Appointment of Agents*), and any successor or replacement thereto.

"**UCITS**" means:

(a) an undertaking for collective investment in transferable securities that is established in accordance with the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No 2009/65/EC), as amended; and

(b) a "UCITS Scheme" as defined in the UK Financial Conduct Authority glossary.

"**uncertificated**", "**Uncertificated**", "**uncertificated form**" and "**Uncertificated Form**" means recorded on the Register as being held in uncertificated form, title to which is to be transferred by means of the Relevant Clearing System.

"**Uncertificated Registered Securities**" means Securities issued in dematerialised uncertificated registered form and "**Uncertificated Registered Security**" shall be construed accordingly.

"**Uncertificated Regulations**" means the Companies (Uncertificated Securities) (Jersey) Order 1999, as amended.

"**Underlying Asset**" means an asset or asset(s) as specified in the applicable Issue Specific Option (as specified in the Final Terms).

"**US Person**" means a "**US Person**" as defined in Regulation S under the Securities Act.

"**Valuation Date**", in respect of any Class, has the meaning given to it in the applicable Issue Specific Option (as specified in the Final Terms).

1.2 Interpretation

To the extent of any inconsistency between the defined terms of the Principal Trust Deed, these general terms and conditions, the applicable Issue Specific Option (as specified in the Final Terms) and/or the Final Terms, (a) the defined terms in the Final Terms shall prevail over the defined terms the applicable Issue Specific Option, the Principal Trust Deed and the general terms and conditions; (b) the defined terms in the applicable Issue Specific Option shall prevail over the defined terms in the Principal Trust Deed and the general terms and conditions; and (c) the defined terms in the Principal Trust Deed shall prevail over the defined terms in the general terms and conditions, as the case may be.

2 FORM AND TITLE

The Securities may be issued in bearer form (including in NGN or in CGN and serially numbered ("**Bearer Securities**"), in registered form ("**Registered Securities**") or in dematerialised uncertificated registered form which shall not be exchangeable for Bearer Securities ("**Uncertificated Registered Securities**"), in each case in the Base Currency specified in the Final Terms. If it is stated in the Final Terms that the form of some or all of the Securities is "**Bearer**", such Securities are Bearer Securities. If it is so stated that the form of some or all of the Securities is "**Registered**", such Securities are Registered Securities. If it is so stated that the form of some or all of the Securities is "**Uncertificated Registered**", such Securities are Uncertificated Registered Securities. Unless otherwise stated in the Final Terms, the form of all of the Securities of a particular Class on issue will be the same.

In respect of Bearer Securities relating to a Class to be issued in global form, such Bearer Securities, will (a) if the Bearer Securities are intended to be issued in NGN form, as stated in the Final Terms relating to such Class, be delivered on or prior to the original issue date to a Common Safekeeper for Euroclear and Clearstream, Luxembourg; and (b) if the Bearer Securities are intended to be issued in CGN form and the Relevant Clearing Systems are Euroclear and Clearstream, Luxembourg, as stated in the Final Terms relating to such Class be delivered on or prior to the original issue date to a Common Depositary for Euroclear and Clearstream, Luxembourg. If the Bearer Securities are intended to be issued in CGN form and the Relevant Clearing System is Clearstream, Frankfurt, as stated in the Final Terms relating to such Class, such Bearer Securities will be delivered to Clearstream, Frankfurt on or prior to the original issue date. In respect of Registered Securities relating to a Class to be issued in global form, the Global Registered Certificate in respect of such Registered Securities will be registered in the name of a nominee for, and shall be deposited on its issue date with a Common Depositary on behalf of Euroclear and Clearstream, Luxembourg.

All Securities of the same Class shall have the same Base Currency. Bearer Securities shall not be exchangeable for Uncertificated Registered Securities.

Title to the Bearer Securities shall pass by delivery. Title to the Registered Securities shall pass by registration in the Register which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement. Uncertificated Registered Securities shall be held in uncertificated registered form and to the extent applicable in accordance with the Uncertificated Regulations and as such are dematerialised and not constituted by any physical document of title. Uncertificated Registered Securities shall be cleared through a Relevant Clearing System and only when cleared through CREST are deemed participating securities for the purposes of the Uncertificated Regulations. Title to the Uncertificated Registered Securities is recorded on the Register and shall pass by registration in the Register. Notwithstanding anything to the contrary in the Conditions, for so long as the Uncertificated Registered Securities are cleared through CREST and are deemed participating securities pursuant to the Uncertificated Regulations: (i) the Register shall be maintained in Jersey and at all times outside of the United Kingdom, (ii) the Uncertificated Registered Securities may be issued

in uncertificated form in accordance with and subject as provided in the Uncertificated Regulations and (iii) for the avoidance of doubt, the Conditions in respect of the Uncertificated Registered Securities shall remain applicable notwithstanding that they are not endorsed on any certificate or document of title.

Except as ordered by a court of competent jurisdiction or as required by law, any Securityholder shall be deemed to be and may be treated as the absolute owner of the respective Securities for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Securities shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone and no person will be liable for so treating the Securityholder.

Subscription for any Securities must be made by an Authorised Participant submitting a Subscription Order in accordance with the terms of the Operating Memorandum. For a Subscription Order to be valid, it must:

(a) have a valid Subscription Form, validation to be determined by or on behalf of the Issuer;

(b) specify the number of Securities which is more than the Subscription Minimum and its acceptance will not cause the Programme Maximum Number of Securities to be exceeded;

(c) specify the type of Securities to be issued;

(d) be signed by a person nominated by the Authorised Participant and the Issuer to confirm an Application; and

(e) be confirmed by or on behalf of the Issuer.

3 EXCHANGES OF BEARER SECURITIES AND TRANSFERS OF REGISTERED SECURITIES AND UNCERTIFICATED REGISTERED SECURITIES

3.1 Exchange of Bearer Securities

The Global Bearer Security relating to Bearer Securities is exchangeable (free of charge to the holder) on or after the date (the "**Exchange Date**"), which is 40 days after the Issue Date, in whole but not in part for Definitive Securities if the Global Bearer Security is held on behalf of a Relevant Clearing System and the Relevant Clearing System is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so.

Any such exchange may be effected on or after an Exchange Date by the holder of the Global Bearer Security surrendering the Global Bearer Security to or to the order of the Issuing and Paying Agent. In exchange for the Global Bearer Security, the Issuer shall deliver, or procure the delivery of, duly executed and authenticated Definitive Securities in an aggregate number equal to the number of Securities represented by the Global Bearer Security submitted for exchange, security printed substantially in the form required under the Trust Deed.

Registered Securities may not be exchanged for Bearer Securities and Bearer Securities of one Base Currency may not be exchanged for Bearer Securities of another Base Currency. Bearer Securities may not be exchanged for Registered Securities.

3.2 Exchange and Transfer of Registered Securities in definitive form

The Global Registered Certificate is exchangeable in whole but not in part for Registered Security certificates in definitive form ("**Individual Certificates**") at the cost and expense of the Issuer if the Relevant Clearing System is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention to cease business permanently or does in fact do so.

One or more Registered Securities may be transferred upon the surrender (at the specified office of the Registrar) of the Individual Certificate representing such Registered Securities to be transferred, together with the form of transfer endorsed on such Individual Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar may reasonably require. In the case of a transfer of part only of a holding of Registered Securities represented by one Individual Certificate, a new Individual Certificate shall be issued to the transferee in respect of the part transferred and a further new Individual Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. The regulations may be changed by the Issuer, with the prior written approval of the Registrar. A copy of the current regulations concerning the transfer of Registered Securities will be made available by the Registrar to any holder upon request.

3.3 Exercise of options or partial redemption in respect of Registered Securities

In the case of an exercise of an Issuer's or a Securityholder's option in respect of, or a redemption of a part of, a holding of Registered Securities represented by a single Individual Certificate, a new Individual Certificate shall be issued to the holder in respect of the balance of the holding not subject to the exercise of such option or, as the case may be, redeemed. New Individual Certificates shall only be issued against surrender of the existing Individual Certificates to the Registrar.

3.4 Delivery of new Individual Certificates

Each new Individual Certificate to be issued pursuant to Conditions 3.1 (*Exchange of Bearer Securities*), 3.2 (*Exchange and Transfer of Registered Securities in definitive form*) and 3.3 (*Exercise of options or partial redemption in respect of Registered Securities*) will be available for delivery within five Registrar Business Days of surrender of the relevant Individual Certificate and, if applicable, receipt of the relevant request for exchange, form of transfer or notice of exercise together with such other evidence (if any) as may be required pursuant to the relevant Condition. Delivery of new Individual Certificate(s) shall be made at the specified office of the Registrar to whom surrender of such Individual Certificate and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, notice of exercise or otherwise in writing, shall be mailed at the risk of the holder entitled to the new Individual Certificate to such address as may be so specified.

3.5 Exchange and transfer free of charge

Exchange and transfer of Securities on registration or transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment by the relevant Securityholder (or the giving by the relevant Securityholder of such indemnity as the Registrar may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

3.6 Closed periods

No Securityholder may require the transfer of a Registered Security to be registered (i) during the period of 15 calendar days ending on the due date for redemption of that Security, (ii) during the period of 15 calendar days prior to any date on which Securities may be Redeemed by Optional Redemption pursuant to Condition 8.2 (*Redemption by Authorised Participant*) or 8.3 (*Redemption by Non-AP Securityholders*) (as applicable) or by the Issuer at its option pursuant to Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*), (iii) after any such Security has been Redeemed in whole or (iv) during the period of seven days ending on (and including) any Record Date.

3.7 Exchange of Uncertificated Registered Securities

If at any time the Securities cease to be held in uncertificated form and/or accepted for clearance through the Relevant Clearing System, or notice is received by or on behalf of the Issuer that the Securities will cease to be held in uncertificated form and cleared through the Relevant Clearing System and/or the

Relevant Clearing System is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or the Relevant Clearing System announces an intention permanently to cease business or does in fact do so, the Securities shall continue to be in registered form and the Issuer, the Registrar, the Issuing and Paying Agent, if applicable, and any other relevant Programme Party may agree such procedures as they determine necessary in relation to the transfer of Uncertificated Registered Securities and shall as soon as reasonably practicable give Notice thereof to the Securityholders.

The provisions of the first paragraph of this Condition 3.7 shall apply equally in the case that a holder ceases to be a Relevant Clearing System member, but for such purposes only the affected holder will need to be notified of the procedures adopted.

If the rules and procedures of the Registrar and/or for so long as the Uncertificated Registered Securities are held in the Relevant Clearing System the rules and procedures of the Relevant Clearing System include any closed period in which no Securityholder may require the transfer of a Security to be registered in the Register, such closed periods shall apply to Uncertificated Registered Securities. Details of any such closed period are available from the Registrar.

4 CONSTITUTION AND STATUS

Each Class of Securities is constituted by the applicable Trust Deed and secured by each applicable Security Document. The Securities of each Class are secured, limited recourse obligations of the Issuer, at all times ranking *pari passu* and without any preference among themselves, secured in the manner described in Condition 6 (*SECURITY*) and recourse in respect of which is limited in the manner described in Condition 15 (*ENFORCEMENT*). The status of each Class of Securities is as further set out in the applicable Issue Specific Option.

5 ASSET ENTITLEMENT

The Asset Entitlement in respect of any day shall be calculated in accordance with the terms of the applicable Issue Specific Option, always subject to a Permanent Reduction (if any).

6 SECURITY

6.1 Enforcement of Security constituted by the Security Documents

The Security constituted by the applicable Security Documents in respect of each Class of the Securities shall become enforceable upon the occurrence of an Issuer Insolvency Event or an Event of Default pursuant to Condition 14 (*EVENTS OF DEFAULT*) below.

6.2 Realisation of Security constituted by the Security Documents

At any time after the Security constituted by any Security Document has become enforceable, the Trustee may, at its discretion, and shall, if so directed in writing by holders of at least one-fifth in number of the Securities of the relevant Class then outstanding or by an Extraordinary Resolution of the Securityholders of such Class, in each case subject to its having been pre-funded and/or secured and/or indemnified to its satisfaction by one or more Securityholder(s), enforce the Security constituted by such Security Document.

The Trustee may, at its discretion, but subject to it having been pre-funded and/or secured and/or indemnified to its satisfaction by one or more Securityholder(s) (i) enforce and/or terminate any relevant Programme Document relating to the Securities of such Class in accordance with its or their terms, and/or take action against the relevant Obligor(s) and/or (ii) take possession of and/or realise all or part of the assets over which the Security constituted by the relevant Security Document shall have become enforceable and may in its discretion, sell, call in, collect and convert into money all or part of such assets, in such manner, at such time and on such terms as it thinks fit, in each case without any liability as to the consequence of such action and without having regard to the effect of such action on individual Securityholders.

The Trustee may, in writing, appoint a receiver or receivers over all or part of the assets over which the Security constituted by the relevant Security Document shall have become enforceable and may remove any receiver so appointed and appoint another in its place. No delay or waiver of the right to exercise these powers shall prejudice their future exercise.

Neither the Trustee nor any receiver appointed by it or any attorney or agent of the Trustee will, by reason of taking possession of any assets or any other reason and whether or not as mortgagee in possession, be liable to account for anything except actual receipts or be liable for any loss or damage arising from the realisation of such assets or from any act or omission to such assets or otherwise unless such loss or damage shall be caused by its own fraud, gross negligence or wilful default.

The Trustee shall not be required to take any action in relation to the Security constituted by the relevant Security Document which may be illegal or contrary to any applicable law or regulation.

The Trustee shall not be required to take any action in relation to the Security constituted by the relevant Security Document which may cause it to expend or risk its own funds or otherwise incur any liability (including any personal liability) in the performance of its duties or in the exercise of any of its rights, powers and discretions, without first being indemnified and/or secured and/or prefunded to its satisfaction.

6.3 Application of proceeds of enforcement of Security

Pursuant to the terms of the Trust Deed, the Trustee will apply any amounts received or recovered under the applicable Trust Deed and the proceeds derived from the realisation of the assets that are the subject of the Security constituted by the relevant Security Documents (whether by way of liquidation or enforcement and after taking into account Taxes incurred or payable in respect of the realisation of the Secured Property) as follows:

(a) first, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by, or payable in respect of the Securities of the relevant Class to, the Trustee or any appointee(s) or receiver(s) under or pursuant to the Trust Deed or the applicable Security Documents in respect of the relevant Class of Securities (which for the purpose of this Condition 6 and such Security Document shall include, without limitation, any Taxes required to be paid by the Trustee (other than any income, corporation or similar Tax in respect of the Trustee's remuneration), the costs of enforcing the Trust Deed and/or realising all or some of the Security constituted by each applicable Security Document and the Trustee's remuneration) and if that Security is realised in respect of more than one Class of Securities simultaneously, any such fees, costs, charges, expenses and liabilities that are not attributable to a particular Class shall be applied across such Classes *pari passu* and *pro rata*;

(b) secondly, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by, or payable in respect of the Securities of the relevant Class to, the Agents under or pursuant to the Agency Agreement, the Management and Determination Agent Agreement or any other agreement with the Issuer under which the relevant Agent is appointed from time to time in relation to the Securities;

(c) thirdly, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by, or payable in respect of the Securities of the relevant Class to the Custodian under or pursuant to the Custody Agreement or any other agreement with the Issuer under which the Custodian is appointed from time to time in relation to the Securities;

(d) fourthly, in payment of any amounts owing to the Securityholders of the relevant Class (subject to any Permanent Adjustment); and

(e) fifthly, in payment of any balance to the Issuer for itself or as it may direct.

6.4 Issuer's rights as beneficial owner of Secured Property

Notwithstanding Condition 16.1 (*Meetings of Securityholders*), and unless otherwise directed in a Security Document at any time before the Security constituted by a Security Document in respect of a Class of Securities becomes enforceable, the Issuer may, without the sanction of an Extraordinary Resolution of the relevant Class of Securityholders and without the prior written consent of the Trustee:

(a) take such action in relation to the Secured Property as is not prohibited by the Programme Documents; and

(b) subject to the terms of the relevant Custody Agreement exercise any rights incidental to the ownership of the Secured Property which are exercisable by the Issuer and, in particular (but, without limitation, and without responsibility for their exercise), any voting rights in respect of such property and all rights to enforce any such ownership interests in respect of such property,

provided that the Issuer shall not exercise any rights with respect to such assets if it is directed to the contrary by the Trustee or by an Extraordinary Resolution of the relevant Class of Securityholders and, if such direction is given, the Issuer shall act only in accordance with such direction.

7 RESTRICTIONS

The Issuer has agreed in the Trust Deed that so long as any of the Securities of any Class remain outstanding, the Issuer shall not, without the prior written consent of the Trustee and HANetf Limited:

7.1 engage in any business activities, save that the Issuer may without consent engage in any of the following activities (or any other business activity which relates to or is incidental thereto):

(a) issue, enter into, amend, redeem, exchange or repurchase and cancel or reissue or resell all or some only of the Securities of any Class under the Programme as may be provided in the Conditions and the Trust Deed and the Programme Documents and in connection therewith enter into or amend any Programme Documents accordingly;

(b) acquire and own rights, property or other assets which are to comprise Secured Property for a Class of Securities issued under the Programme, so as to enable it to discharge its obligations under such Class, and any relevant Programme Document relating to such Class;

(c) perform its obligations under any Class of Securities issued under the Programme, and any relevant Programme Document entered into by it in connection with such Class, and any agreements incidental to the granting of Security relating to any such Class of Securities or incidental to the issue and constitution of any Class of Securities issued under the Programme;

(d) engage in any activity in relation to the Secured Property or any other Programme Document contemplated or permitted by the Conditions or such Programme Document relating to any Class of Securities;

(e) subject as provided in the Trust Deed, the applicable Security Documents and in the Conditions relating to any Class of Securities enforce any of its rights whether under the Trust Deed, the applicable Security Document, any other Programme Document or otherwise under any agreement entered into in relation to any Class of Securities or any Secured Property relating to any such Class; and

(f) perform any other act incidental to or necessary in connection with any of the above (which shall include, without limitation, the appointment of auditors and any other administrative or management functions necessary to maintain the Issuer and/or to keep it operating and/or to comply with any laws, regulations or rules applicable to it);

7.2 have any subsidiaries;

7.3 have any employees;

7.4 purchase, own, or otherwise acquire any real property (including office premises or like facilities);

7.5 cause or permit the terms of the Security granted under the applicable Security Documents and the order of priority specified in the Conditions, the Trust Deed and the applicable Security Documents, as applicable, to be amended, terminated or discharged (other than as contemplated by the Trust Deed, Security Document and/or the Conditions relating to such Class of Securities, in particular (without limitation) in case of a Permanent Adjustment;

7.6 release any party to the Trust Deed, the applicable Security Document or any other relevant Programme Document relating to a Class of Securities from any existing obligations thereunder (other than as contemplated by the Trust Deed, Security Document and/or the Conditions relating to such Class of Securities in particular (without limitation) in case of a Permanent Adjustment;

7.7 sell, transfer or otherwise dispose of any assets that are the subject of the Security constituted by each relevant Security Document or any other part of the Secured Property in respect of any Class of Securities or any right or interest therein or thereto or create or allow to exist any mortgage, charge, assignment, pledge, lien or other security interest over such Secured Property except in accordance with the applicable Issue Specific Option, the Conditions of the relevant Securities of any such Class, the Agency Agreement (if applicable), the Trust Deed for any such Class, the applicable Security Document and any other Programme Document relating to any such Class as may be applicable (whereby, for the avoidance of doubt, a Permanent Adjustment shall not constitute a sale, transfer or other disposal);

7.8 consent to any variation of, or exercise any powers or consent or waiver pursuant to, the terms of the Conditions, the Trust Deed, any Security Document or any other Programme Document relating to any Class of Securities (other than as contemplated or permitted by the Conditions and the relevant Programme Documents);

7.9 consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person (other than as contemplated by the Trust Deed, any Security Document and the Conditions for any Class of Securities);

7.10 open or have any interest in any account with a bank or financial institution unless such account (i) relates to a Class of Securities, or any Secured Property relating to a Class of Securities or any party thereto and the Issuer's interest in such account is simultaneously secured in favour of the Trustee, so as to form part of the relevant Secured Property relating to such Class of Securities, or (ii) is opened in connection with the administration and management of the Issuer and only moneys necessary for that purpose are credited to it;

7.11 guarantee, act as surety for or become obligated for the debts of any other entity or person or enter into any agreement with any other entity or person whereby it agrees to satisfy the obligations of such entity or person or any other entity or person;

7.12 except as contemplated by any relevant Programme Document, the Conditions relating to a Class of Securities, and/or the agreements contemplated by paragraph 7.1(e) above, advance or lend any of its moneys or assets, including, but not limited to, the rights, property or other assets comprising the Secured Property for any such Class of Securities, to any other entity or person;

7.13 subject as provided in paragraph 7.1 above, incur any other indebtedness for borrowed moneys, other than (subject to Condition 18 (*ISSUE OF FURTHER TRANCHES AND CLASSES OF SECURITIES*)) issuing further Securities under the Programme (which may or may not form a single Class with the Securities of any Class and may or may not be guaranteed by a third party) and creating or incurring further obligations relating to such Securities, provided that:

(a) if such further Securities are not to form a single Class with any other Class of Securities, such further Securities and obligations are secured on assets of the Issuer other than (i) the assets which are the subject of the Security constituted by the relevant Security Documents relating to any other Class of Securities and (ii) the Issuer's share capital; or

(b) if such Securities are to form a Class with existing Securities, such further Securities and obligations are secured *pari passu* upon the assets which are the subject of the Security constituted by the relevant Security Document relating to the Class of Securities with which such Securities are to form a single Class and the assets which are the subject of the Security constituted by any Security Document relating to the Classes of Securities with which such Securities are to form a related Class, all in accordance with Condition 18 (*ISSUE OF FURTHER TRANCHES AND CLASSES OF SECURITIES*) of the relevant Class of Securities.

8 OPTIONAL REDEMPTION

8.1 Redemption Entitlement

A right to redemption under this Condition 8 (*OPTIONAL REDEMPTION*) or Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) will entitle the relevant Securityholder to an Asset Entitlement as set out in the applicable Issue Specific Option.

8.2 Redemption by Authorised Participants

A Securityholder who is an Authorised Participant may (subject as provided herein) require the Issuer to Redeem all or part of its holding of Securities, by submitting a valid Redemption Form. Redemption Delivery Procedures shall apply to such Redemption save that Redemption Payment Procedures will apply in the circumstances specified in Condition 3.6(a)(ii) (*Payment of Cash upon Optional Redemption*) of the applicable Issue Specific Option.

8.3 Redemption by Non-AP Securityholders

(a) A Non-AP Securityholder may (subject to these Conditions and the applicable Issue Specific Option) require the Issuer to Redeem all or part of its holding of Securities by submitting a valid Redemption Form, whereby the Non-AP Securityholder may request Redemption Payment Procedures to apply to such Redemption in fulfillment of its delivery claim to the Underlying Asset.

(b) Settlement of the Redemption Obligations in respect of the relevant Securities will be effected in accordance with the Redemption Delivery Procedures and/or, if so requested by the relevant Non-AP Securityholder, Redemption Payment Procedures (as appropriate) as set out in the applicable Issue Specific Option.

(c) A Non-AP Securityholder desiring to redeem Securities must make Acceptable Delivery of Securities. Redemption Forms will not be treated as having been validated until the Securities to be Redeemed have been so delivered to the Issuer.

8.4 Redemption Form

(a) A Redemption Form:

(i) must be in writing;

(ii) must specify the number and Class of Securities to be Redeemed;

(iii) must:

(A) in respect of a Redemption Form submitted by a Non-AP Securityholder, be signed by the Non-AP Securityholder or by an authorised signatory on behalf of it; or

(B) in respect of a Redemption Form submitted by an Authorised Participant, be authenticated by such other method as described in the Operating Memorandum;

(iv) is irrevocable once it has been submitted to the Issuer.

(b) A Redemption Form shall only be valid if:

(i) it is in the form specified by the Issuer with respect to the type of Securityholder (Securityholder that is also an Authorised Participant or Non-AP Securityholder) and the applicable Redemption mechanism;

(ii) it complies with the requirements of Condition 8.4(a)(i) to (a)(iii) and any additional requirements as set out in the applicable Issue Specific Option;

(iii) the redemption does not constitute a Prohibited Physical Redemption;

(iv) it is received by the Issuer between 8.00 a.m. (London time) and the Notice Deadline on any Business Day (save that the Issuer may in its sole and absolute discretion decide to treat a Redemption Form received on a Business Day after the Notice Deadline as if it had been received before the Notice Deadline) and confirmed by the Issuer as valid;

(v) in the case of a redemption by a Non-AP Securityholder, such Non-AP Securityholder has paid the Redemption Deductions referred to in the relevant Issue Specific Option;

(vi) the Securityholder has complied with all compliance and identification checks reasonably required by the Issuer;

(vii) the Redemption Form is received or deemed to have been received before the occurrence of a Compulsory Redemption Event;

(viii) it is not invalid by virtue of a suspension of redemptions pursuant to Condition 3.7 (*Suspension of Redemptions*) and the respective Issue Specific Option (whereby Agreed Pricing shall continue to be valid even following the suspension of redemptions pursuant to Condition 3.7 (*Suspension of Redemptions*) of the relevant Issue Specific Option);

(ix) such Redemption Form is submitted by a Securityholder on any Business Day an no other Redemption Form has been submitted by that Securityholder on or in respect of such Business Day in respect of the same Class of Securities (unless the Issuer otherwise agrees in its absolute discretion); and

(x) it relates to the relevant Class of Securities and the Redemption Amount must be within the relevant Optional Redemption Limit (if any).

(c) The Issuer shall be deemed to have received a Redemption Form at such time as the Administrator has notified the Management and Determination Agent that it has received it.

(d) If the Issuer determines that a Redemption Form is valid, it shall confirm that fact to the Securityholder as soon as reasonably practicable. No Securities may be Redeemed pursuant to a Redemption Form that the Issuer has not confirmed as valid.

(e) Once it has received a valid Redemption Form from a Securityholder in relation to Securities and confirmed that fact to the Securityholder, the Issuer shall take all steps necessary to give effect to such Redemption Form as required by this Condition 8 (*OPTIONAL REDEMPTION*).

8.5 Suspension of Redemptions

The Issuer may suspend the right to request redemptions or the settlement of Redemptions of Securities of a Class, in accordance with the applicable Issue Specific Option for that Class of Securities.

8.6 Fractional Assets

In case Redemption Delivery Procedures apply, the amount of Underlying Asset(s) to be delivered will be rounded down to the Delivery Precision Level and any excess (if any) (the "**Fractional Assets**") will be kept for the benefit of the Issuer.

In case of Subscriptions, the amount of Underlying Asset(s) to be delivered will be rounded up to the Delivery Precision Level and any Fractional Assets will be kept for the benefit of the Issuer.

9 COMPULSORY REDEMPTION BY THE ISSUER

9.1 Compulsory Redemption on Termination – Issuer Call Redemption Event

The Issuer may at any time, on giving an irrevocable notice to the relevant Securityholders in accordance with Condition 20 (*NOTICES*) of a Payment Business Day to be a Final Trading Date in respect of all Securities, or only some of the Securities of any one or more Class, determine that all Securities, or only some of the Securities of any one or more Class, are to be Redeemed compulsorily, provided that the date designated as the Final Trading Date shall not be earlier than 30 calendar days following the date of the relevant notice, as further specified in the applicable Issue Specific Option.

For the purposes of Condition 9.2 (*Compulsory Redemption Events*), a Compulsory Redemption Event in the form of an "Issuer Call Redemption Event" will occur on the Compulsory Redemption Settlement Date designated in the notice provided by the Issuer (or if such day is not a Business Day, on the first following Business Day).

9.2 Compulsory Redemption Events

Each of the following events shall be a compulsory redemption event in respect of a Class of Securities (each a "**Compulsory Redemption Event**"):

(a) Threshold Redemption Event: if on any Business Day falling on or after the 60th calendar day following a Threshold Event Date (as defined in the applicable Issue Specific Option), the market value (as determined by the Issuer) of the Asset Entitlement per Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such Securities specified in the relevant Final Terms, the Issuer shall designate a Compulsory Redemption Settlement Date in respect of the Class of Securities;

(b) Termination of appointment of Agent or Authorised Participant: if any of the Management and Determination Agent, the Administrator, the Issuing and Paying Agent (if applicable), the Registrar, the Transfer Agent, the Paying Agent(s) (if applicable), the Eligible Cash Account Bank (if applicable) or all of the Authorised Participants in relation to the Securities resign their appointment or their appointment is terminated for any reason and no successor or replacement has been appointed at the time that such resignation or termination takes effect in accordance with the applicable Programme Document, and the Issuer gives notice to the relevant Programme Parties and the relevant Securityholders in accordance with Condition 20 (*NOTICES*), the Issuer shall designate a Compulsory Redemption Settlement Date in respect of the Class of Securities;

(c) Termination of Custody Agreement: if any Custody Agreement is terminated and no replacement Custody Agreement has been entered into at the time that such termination takes effect in accordance with the applicable Programme Document, and the Issuer gives notice to the relevant Programme Parties and the relevant Securityholders in accordance with Condition 20 (*NOTICES*), the Issuer shall designate a Compulsory Redemption Settlement Date in respect of the Class of Securities;

(d) Change in law or regulation: if on or after the Class Issue Date (a) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent

jurisdiction of any applicable law or regulation (including any action taken by a taxing authority):

(i) it has (or the Issuer reasonably expects that it will) become illegal or impossible after taking all reasonable care for the Issuer to perform its obligations under all Securities or all Securities of any one or more Class; or

(ii) the Issuer would (or would expect to) incur a materially increased cost in performing its obligations under all Securities or all Securities of any one or more Class (including, without limitation, any increase in any applicable Taxes, any decrease in any applicable tax benefit and/or any other costs or liability to Tax of the Issuer relating to any change in any applicable tax law or regulation),

the Issuer may give the relevant Programme Parties and the relevant Securityholders in accordance with Condition 20 **(***NOTICES***)** notice that the Securities are to be Redeemed and designate a Compulsory Redemption Settlement Date for such purposes;

(e) Issuer Call Redemption Event: an Issuer Call Redemption Event occurs pursuant to Condition 9.1 above.

9.3 Compulsory Redemption for cause

The Issuer may, in its absolute discretion, at any time give written notice to a Securityholder that any Securities held by that Securityholder are to be Redeemed compulsorily, with the Compulsory Redemption Settlement Date being determined in accordance with the definition set out above, if

(a) the Issuer required the Securityholder in accordance with Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) to certify and provide evidence satisfactory to the Issuer (acting reasonably) that the Securityholder is not in breach of any law or regulation or would risk exposing any Programme Party to a breach of any law or regulation and (i) the Securityholder did not by the date specified in the notice given under Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) provide such a certification in the form and executed in the manner required or evidence satisfactory to the Issuer or (ii) the Securityholder certified that it is in breach of any law or regulation or would risk exposing any Programme Party to a breach of any law or regulation; or

(b) the Issuer considers (in its sole discretion) (i) that such Securities are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country, or (ii) that the ownership or holding or continued ownership or holding of those Securities (whether on its own or in conjunction with any other circumstance appearing to the Issuer to be relevant) would, in the reasonable opinion of the Issuer, expose any Programme Party to a risk of violation of any law or regulation.

(c) The Issuer shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Condition 9.3. The exercise of the powers conferred by this Condition 9.3 shall not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership or holding of the Securities, or any other grounds save that such powers shall not have been exercised in good faith.

9.4 Compulsory Redemptions

(a) If notice is given to Redeem Securities compulsorily pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*), Condition 9.2 (*Compulsory Redemption Events*), Condition 9.3 (*Compulsory Redemption for cause*) or Condition 9.5 (*Compulsory Redemption on Event of Default*), all Securities subject to such notice shall be Redeemed pursuant to the Redemption Payment Procedures as set out herein and in the applicable Issue Specific Option.

(b) If a Redemption pursuant to the Redemption Payment Procedures applies in accordance with the applicable Issue Specific Option, the holder of the Securities being Compulsorily Redeemed acknowledges and agrees:

(i) to accept the Redemption Amount (less any Redemption Deductions, and/or Execution Costs as set out in the applicable Issue Specific Option; and less the Trustee's fees and expenses (if any)) in full settlement of the Redemption Obligations in respect of such Securities;

(ii) that the Issuer and the Trustee make no representations or warranties as to the price at which the relevant Underlying Asset(s) will be sold or the amount of the proceeds of sale realised from the sale of such Underlying Asset(s) and to notify the Issuer of the cash account of the relevant Securityholder; and

(iii) that neither the Issuer nor the Trustee shall be liable for any failure by any Agent or Custodian in respect of any sale or transfer of any Underlying Asset pursuant to any transaction completed under the Redemption Delivery Procedures and Redemption Payment Procedures but in the event of any such failure, the Issuer shall to the extent practicable transfer or assign to the redeeming Securityholder its rights or claims in relation to such Underlying Asset whether under the Custody Agreement, any other agreement with the Issuer under which the relevant Agent or Custodian is appointed from time to time in relation to the Securities or otherwise in satisfaction of all claims of such Securityholder in respect of the Securities to be Redeemed and the Securityholder shall have no further claims against the Issuer or the Secured Property.

9.5 Compulsory Redemption on Event of Default

If an Event of Default Redemption Notice has been issued by the Trustee, the Issuer will, as soon as reasonably practicable after receipt of any Event of Default Redemption Notice, give Notice that such relevant Class of Securities is, and it shall immediately become, due and payable at its Redemption Amount, in accordance with the applicable Issue Specific Option, with the Compulsory Redemption Settlement Date being determined in accordance with the definition set out above.

10 REDEMPTION OBLIGATIONS

10.1 Upon a valid Redemption Form having been submitted and its validity having been confirmed by the Issuer (or the Administrator on its behalf) in respect of the Securities, the Securities in respect of which it was given may not be transferred by the Securityholder (except to the Issuer), and the Issuer may refuse to recognise any subsequent transfer of any of those Securities.

10.2 Where a Redemption Form has been submitted for the Redemption of Securities, the Securityholder which holds those Securities which are the subject of that Redemption must make Acceptable Delivery of the Securities in question, by such date and time as further specified in the Operating Memorandum and/or the Redemption Form.

10.3 Where settlement of a Redemption of Securities is delayed, the Securityholder shall not be entitled to receive any interest in respect of late delivery of the Asset Entitlement or other amounts due.

10.4 Where Securities are Redeemed in accordance with Condition 8 (*OPTIONAL REDEMPTION*) or 9 (*COMPULSORY REDEMPTION BY THE ISSUER*), the Issuer shall be entitled, upon delivery of the Asset Entitlement into the applicable Securityholder Account or other payment as set out in the applicable Issue Specific Option, to instruct the Registrar to cancel the entry in the Register in respect of those Securities being Redeemed.

10.5 The Issuer may, at any time, notify a Securityholder that the Issuer or any Paying Agent, the Registrar or the Trustee may have to withhold or deduct from any delivery or payment (if applicable) that corresponds to the Redemption Form an amount for or on account of, any costs and expenses relating to the Asset Entitlement or the relevant Redemption Delivery Procedures and Redemption Payment

Procedures, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Securities that may allow the Issuer to make such delivery or payment (as applicable) without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer by the relevant Securityholder or if it is not the beneficial owner of the Securities held by such Securityholder and which are to be Redeemed, such beneficial owner, then any such payment will be reduced (and the matching obligation of the Issuer to deliver or to procure the delivery of the Asset Entitlement or other amount due to that Securityholder will also be reduced) by the amount of the withholding or deduction.

10.6 Each Security has a Principal Amount specified in the relevant Final Terms and, without prejudice to the provisions of Condition 3 of the relevant Issue Specific Option, but subject always to Condition 15.5 of these General Terms and Conditions and to Agreed Pricing, a Securityholder may elect to receive on redemption an amount in the Base Currency equal to the Principal Amount less any Redemption Deductions in lieu of the amount otherwise specified in Condition 3 of these General Terms and Conditions. The Issuer acknowledges in the applicable Trust Deed its indebtedness in respect of the aggregate Principal Amount.

11 ENQUIRIES AS TO STATUS OF SECURITYHOLDERS

The Issuer may at any time, without any requirement to state a reason, give notice to a Securityholder, excluding a Securityholder of Bearer Securities, requiring that Securityholder to certify and provide to the Issuer by the Investor Notice Expiry Date evidence satisfactory to the Issuer, acting reasonably, that the Securityholder is not in breach of any law or regulation or would risk exposing any Programme Party to a breach of any law or regulation.

12 PAYMENTS, CALCULATIONS, AGENTS AND RECORDS

12.1 Payments net of Taxes and transaction costs

All payments or deliveries under this Programme, including but not limited to payment or deliveries of Asset Entitlement in respect of the Securities shall be made net of and after allowance for any withholding or deduction for, or on account of, any Taxes or any costs and expenses relating to the Asset Entitlement or the relevant Redemption Delivery Procedures and Redemption Payment Procedures. In the event that any withholding or deduction for, or on account of, any Tax or any costs and expenses relating to the Asset Entitlement or the relevant Redemption Delivery Procedures and Redemption Payment Procedures applies to deliveries or payments in respect of the Securities, the Securityholders will be subject to, and shall not be entitled to receive amounts to compensate for, any such Tax, any such costs and expenses relating to the Asset Entitlement or the relevant Redemption Delivery Procedures and Redemption Payment Procedures, or deduction or any other amounts withheld or deducted pursuant to Condition 12.3 (*Payments subject to fiscal laws*). No Event of Default shall occur as a result of any such withholding or deduction.

12.2 Payments

(a) Payments of principal in respect of Definitive Securities will, subject to Conditions 12.2(c) (*Payments*) and 12.3 (*Payments subject to fiscal laws*), be made against presentation and surrender of the relevant Securities at the specified office of any Paying Agent outside the United States, by transfer to, an account denominated in such currency with a Bank. "Bank" means a bank in the principal financial centre of the currency of payment or, in the case of euros, a city in which banks in general have access to the T2 System.

(b) For as long as the Securities are represented by a Global Security deposited with a Relevant Clearing System and held by the Relevant Clearing System or a Common Depositary, Common Safekeeper or nominee, as applicable, on behalf of the Relevant Clearing System, the

obligations of the Issuer under the Conditions to make payments and/or deliver the Asset Entitlement (as applicable) in respect of the Securities will be discharged by payment to, or to the order of, the holder of the Global Security, subject to and in accordance with the terms of such Global Security. Each of the persons shown in the records of the Relevant Clearing System as owning Securities represented by such Global Security must look solely to the Relevant Clearing System for his share of any payment made by the Issuer to or to the order of the holder of the Global Security. Payments made to any person shown in the records of the Relevant Clearing System as owning any Security represented by the Global Security shall be subject to and made in accordance with the rules of the Relevant Clearing System.

(c) Notwithstanding the foregoing, for so long as the Securities are represented by a Global Security, if any amount payable in respect of such Securities is payable in U.S. dollars, such U.S. dollar payments shall be made at the specified office of a Paying Agent in the U.S. if:

(i) the Issuer has appointed Paying Agents with specified offices outside the U.S. with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the U.S. of the full amount due in respect of the Securities in the manner provided above when due;

(ii) payment of the full amount due at all such specified offices outside the U.S. is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of the amount due in U.S. dollars; and

(iii) such payment is then permitted under U.S. law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

12.3 Payments subject to fiscal laws

All payments and/or deliveries of Asset Entitlement (as applicable) in respect of the Securities will be subject in all cases to (i) any applicable fiscal or other laws, regulations and directives but without prejudice to the provisions of Condition 12.1 (*Payments net of Taxes and transaction costs*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the United States Internal Revenue Code of 1986 or otherwise imposed pursuant to Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto (in each case without prejudice to the provisions of Condition 12.1 (*Payments net of Taxes and transaction costs*)). No commission or expenses shall be charged to the Securityholders in respect of such payments.

12.4 Calculations

(a) The Management and Determination Agent will, as soon as reasonably practicable on such date and/or at such time as the Management and Determination Agent is required in accordance with the Management and Determination Agent Agreement and the Conditions and any other Relevant Provisions, perform such duties and obligations as are required to be performed by it in accordance therewith.

(b) The calculation by the Management and Determination Agent of any amount, price, rate or value required to be calculated by the Management and Determination Agent under the Relevant Provisions shall be made in good faith and shall (in the absence of manifest error) be final and binding on the Issuer, the Securityholders and the Programme Parties.

12.5 Calculation by alternative agent

If at any time after the Security has become enforceable pursuant to Condition 6.1 (*Enforcement of Security constituted by the Security Documents*) the Management and Determination Agent does not make any calculation relating to the Asset Entitlement or the Redemption Amount when required pursuant to the Conditions and the Programme Documents, then the Issuer will appoint an alternative agent on its behalf to make any calculation in place of the Management and Determination Agent. Any

such calculation shall for the purposes of the Conditions and the Programme Documents be deemed to have been made by the Management and Determination Agent. In doing so, the appointed agent shall apply the provisions of the Conditions and/or the relevant Programme Document(s), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in the circumstances. The Trustee shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, the Securityholders or any Programme Party for any calculation (or any delay in making any calculation) so made and will not itself by required to make, have any responsibility for making, any such calculation.

12.6 Management and Determination Agent

(a) Subject as provided in the Conditions and the Management and Determination Agent Agreement, the Issuer shall use all reasonable efforts to procure that there shall at all times be a Management and Determination Agent for so long as any of the Securities are outstanding. If the Management and Determination Agent resigns or its appointment is terminated for any reason, the Issuer shall use all reasonable efforts to appoint a reputable entity that provides services of a similar type to those required of the Management and Determination Agent under the Relevant Provisions that the Issuer reasonably determines is capable of making the calculation(s) required to be made by the Management and Determination Agent under the Relevant Provisions to act as such in its place.

(b) The Management and Determination Agent shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any Securityholder, any other Programme Party or any other person for any Loss incurred by any such person that arises out of or in connection with the performance by the Management and Determination Agent of its obligations under the Management and Determination Agent Agreement, the Conditions and the other Relevant Provisions provided that nothing shall relieve the Management and Determination Agent from any Loss arising by reason of acts or omissions constituting bad faith, fraud or gross negligence of the Management and Determination Agent (any such act or omission, a "Management and Determination Agent Breach").

(i) If the Management and Determination Agent would, but for the operation of this Condition 12.6(b)(i) (*Management and Determination Agent*), be held liable for any Loss arising as the result of a Management and Determination Agent Breach, the Management and Determination Agent shall nevertheless incur no liability to the Issuer, any Securityholder, any other Programme Party or any other person if such Management and Determination Agent Breach results solely and directly from either (i) the failure by any other Programme Party to provide any notice, instruction or direction which such Programme Party is required or permitted to give under the Conditions or any relevant Programme Document or (ii) a delay in the delivery by any other Programme Party of any notice, instruction or direction which such Programme Party is required or permitted to give to the Management and Determination Agent under the Conditions or any relevant Programme Document.

(ii) If the Management and Determination Agent would, but for the operation of this Condition 12.6(b)(ii) (*Management and Determination Agent*), be held liable for any Loss arising as the result of a Management and Determination Agent Breach, the Management and Determination Agent shall nevertheless incur no liability to the Issuer, any Securityholder, any other Programme Party or any other person if such Management and Determination Agent Breach results solely and directly from the reliance by the Management and Determination Agent upon a rate, amount, quotation, value or other calculation or determination notified to the Management and Determination Agent pursuant to the Conditions and/or any relevant Programme Document which is made by another Programme Party in accordance with the Conditions and the terms of any relevant Programme Document.

(c) The Management and Determination Agent has no obligation towards or relationship of agency or trust with any Securityholder.

(d) The Management and Determination Agent has no duties or responsibilities except those expressly set forth in the Conditions, the Management and Determination Agent Agreement and the other Relevant Provisions and no implied or inferred duties or obligations of any kind will be read into the Management and Determination Agent Agreement against or on the part of the Management and Determination Agent. The Management and Determination Agent will not, and will not be deemed to, assume or be liable for the obligations or duties of the Issuer or any other person under the Conditions, the Trust Deed or any other Programme Document unless otherwise agreed pursuant to the Relevant Provisions.

12.7 Appointment of Agents

Save as provided below, the Agents act solely as agents of the Issuer. The Agents do not assume any obligation or relationship of agency or trust for or with any Securityholder. The Issuer reserves the right at any time with the prior written approval of the Trustee and in accordance with the provisions of the Agency Agreement, the Management and Determination Agent Agreement, as applicable, to vary or terminate the appointment of the Issuing and Paying Agent, if applicable, any other Paying Agent, the Registrar, the Transfer Agent or the Management and Determination Agent and to appoint additional or other Paying Agents, Registrars, Transfer Agents or Management and Determination Agents. Without prejudice to the provisions for the automatic termination of the appointment of an Agent in connection with the occurrence of an insolvency or similar event or proceedings in the relevant Programme Documents, the Issuer shall use reasonable endeavours to at all times maintain (i) a Registrar, (ii) in respect of any Class of Securities that may be cleared on a Relevant Clearing System other than CREST, an Issuing and Paying Agent other than the Registrar, (iii) a Management and Determination Agent; (iv) a Transfer Agent; and (v) such other agents as may be required by any stock exchange on which the Securities may be listed, in each case, as approved by the Trustee. The Issuer shall promptly give Notice to the Securityholders of any change of Agent or any change to the specified office of an Agent.

Pursuant to the terms of the Trust Deed, at any time after an Issuer Insolvency Event or an Event of Default has occurred in relation to the Securities, the Trustee may (i) by notice in writing to the Issuer, the Issuing and Paying Agent, if applicable, and any other Paying Agents, the Registrar, and/or the Management and Determination Agent, require any and all of such Agents, until notified by the Trustee to the contrary, so far as permitted by applicable law to (a) act as agent of the Trustee under the Trust Deed and the Securities *mutatis mutandis* on the terms of the Agency Agreement or Management and Determination Agent Agreement, as applicable (with consequential amendments as necessary) and except that the Trustee's liability for the indemnification, remuneration and all other expenses of such Agents (if any) shall be limited to the amounts for the time being held by the Trustee in respect of the Securities on the terms of the Trust Deed and which are available (after application in accordance with the relevant order of priority set out in Condition 6.3 (*Application of proceeds of enforcement of Security*)) to discharge such liability); or (b) deliver the Securities and all moneys, documents and records held by them in respect of the Securities to or to the order of the Trustee or as the Trustee directs in such notice, and (ii) by notice in writing to the Issuer require it to make all subsequent payments in respect of the Securities to or to the order of the Trustee and not to the Issuing and Paying Agent, if applicable, and/or the Registrar (as the case may be) with effect from the receipt of any such notice by the Issuer.

12.8 Business day convention and non-Payment Business Day

(a) If any date for payment in respect of any Security is not a Payment Business Day, the holder shall not be entitled to payment until the next following Payment Business Day or to any interest or other sum in respect of such postponed payment.

(b) If any date referred to in the Conditions would otherwise fall on a day that is not a Valuation Date, then such date shall be postponed to the next day that is a Valuation Date.

12.9 Records

For so long as the Securities are represented by a Global Security in NGN form, the records of Euroclear and Clearstream, Luxembourg (which expression in this Condition 12.9 means the records that Euroclear and Clearstream, Luxembourg hold for their customers which reflect the amount of such customers' interests in the Securities) shall be conclusive evidence of the number of the Securities represented by the Global Security and, for these purposes, a statement issued by the Relevant Clearing System (which statement shall be made available to the bearer upon request) stating the number of Securities represented by the Global Security at any time shall be conclusive evidence of the records of the Relevant Clearing System at that time.

12.10 Negotiability of Global Bearer Security

If the Securities are Bearer Securities represented by a Global Bearer Security, the Global Bearer Security is a bearer document and negotiable and accordingly:

(a) is freely transferable by delivery and such transfer shall operate to confer upon the transferee all rights and benefits appertaining hereto and to bind the transferee with all obligations appertaining hereto pursuant to these Conditions;

(b) the holder of the Global Bearer Security is and shall be absolutely entitled as against all previous holders to receive all amounts by way of amounts payable or deliverable upon redemption or otherwise payable or deliverable in respect of the Global Bearer Security and the Issuer waives as against such holder and any previous holder of the Global Bearer Security all rights of set-off or counterclaim that would or might otherwise be available to it in respect of the obligations evidenced by the Global Bearer Security; and

(c) payment upon due presentation of the Global Bearer Security will operate as a good discharge against such holder and all previous holders of the Global Bearer Security.

12.11 Rounding

For the purposes of any calculations required pursuant to the Conditions (unless otherwise specified), (i) any number of Underlying Assets to be delivered to the Issuer shall be rounded up to the Delivery Precision Level, (ii) any number of Underlying Assets to be delivered by the Issuer shall be rounded down to the Delivery Precision Level, (iii) all amounts of cash in the Base Currency to be paid to the Issuer shall be rounded up to the nearest EUR 0.01 (if the Base Currency is EUR) or as specified in the Final Terms (if the Base Currency is not EUR), and (iv) all amounts of cash in EUR to be paid by the Issuer shall be rounded down to the nearest EUR 0.01 (if the Base Currency is EUR) or as specified in the Final Terms (if the Base Currency is not EUR), in each case as may be adjusted by the Issuer (or the Management and Determination Agent on its behalf) from time to time, including to reflect changes in rounding conventions in the trading of the relevant Underlying Assets or payments in the Base Currency.

13 PRESCRIPTION

Claims against the Issuer for payment under the Conditions in respect of the Securities shall be prescribed and become void unless made within 10 years from the date on which the payment or delivery of principal in respect of the Securities first became due or (if any amount of the money payable was improperly withheld or refused) the date on which payment in full of the amount outstanding was made or (if earlier) the date seven days after that on which notice is duly given to the Securityholders that, upon further presentation of the Securities being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation (such date the "**Relevant Date**") save that if the Securities are in global bearer form claims in respect of principal in respect of the relevant Global Bearer Security shall become void unless the Global Bearer Security is presented for payment within a period of 10 years from the appropriate Relevant Date.

14 EVENTS OF DEFAULT

14.1 If any of the following events (each, an "**Event of Default**") occurs, the Trustee at its discretion may, or will if so directed in writing by holders of at least one-fifth in number of a Class of Securities then outstanding or if so directed by an Extraordinary Resolution of such Class of Securities (provided that in each case the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction), give notice to the Issuer (copied to each Programme Party) (such notice an "**Event of Default Redemption Notice**") that such relevant Class of Securities are, and they shall immediately become, due and payable at their Redemption Amount in accordance with Condition 9.5 (*Compulsory Redemption on Event of Default*):

(a) an Issuer Insolvency Event occurs;

(b) the Issuer defaults in the payment of any sum or delivery of any Asset Entitlement due in respect of that Class of Securities or any of them for a period of 14 calendar days or more;

(c) the Issuer does not perform or comply with any one or more of its obligations (other than a payment obligation) under that Class of Securities, the Trust Deed, any other Programme Document or any Security Document, which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not remedied within 30 calendar days (or such longer period as the Trustee may permit) after notice of such default shall have been given to the Issuer by the Trustee (and, for these purposes, a failure to perform or comply with an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time);

(d) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Custodian in respect of a Class of Securities, save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved by an Extraordinary Resolution; or

(e) the Custodian in respect of a Class of Securities seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets.

14.2 The Issuer will, as soon as reasonably practicable after receipt of any Event of Default Redemption Notice, give Notice thereof to the applicable Securityholders of such Class.

14.3 The Issuer has undertaken in the Trust Deed that on each anniversary of the issue date of a relevant Class of Securities issued under the Programme and also within five days after any request by the Trustee, it will send to the Trustee a certificate signed by a director of the Issuer to the effect that as at a date not more than five calendar days prior to the date of the certificate no Compulsory Redemption Event, Issuer Insolvency Event or Event of Default in relation to such Class did then exist and no such event existed at any time prior thereto since the date of the last such certificate (if any) or, in the case of the first such certificate, the date of issue of the relevant Class of Securities.

15 ENFORCEMENT

15.1 Pursuant to the terms of the Trust Deed, only the Trustee may, at its discretion and without further notice, take such action or step or institute such proceedings against the Issuer, as it may think fit to enforce the rights of the Trustee and the rights of the holders of any Class of Securities against the Issuer whether the same arise under general law, the Trust Deed, the relevant Securities, the Security Documents or any other Programme Document to which it is a party or otherwise, but, in each case, it need not take any such action or step or institute proceedings unless in accordance with the terms of the Trust Deed, the Trustee is so directed by an Extraordinary Resolution or in writing by holders of at least one-fifth in number of the Securities of a Class then outstanding and it shall have been secured and/or pre-funded and/or indemnified to its satisfaction. Each Class of Securityholders shall act independently in directing the Trustee to take such action as set out in this Condition 15.1, and any action so taken by the Trustee shall relate only to the rights of the holders of such applicable Class of Securities.

15.2 None of the holders of a Class of Securities shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or is unable to do so within a reasonable period and such failure or inability is continuing.

15.3 The Securityholders of each Class acknowledge and agree that only the Trustee may enforce the Security over the Secured Property applicable to such Class in accordance with, and subject to the terms of, each relevant Security Document.

15.4 The Trustee shall not be required to take any action in relation to the Security constituted by any Security Document which may be illegal or contrary to any applicable law or regulation.

The Trustee shall not be required to take any action in relation to the Security constituted by any Security Document which may cause it to expend or risk its own funds or otherwise incur any liability (including any personal liability) in the performance of its duties or in the exercise of any of its rights, powers and discretions, without first being indemnified and/or secured and/or prefunded to its satisfaction.

Limited Recourse and Non-Petition

15.5 Save as provided for in the Trust Deed, the Securityholders and the Programme Parties in respect of any claim against the Issuer with respect to a Class of Securities shall have recourse only to the Secured Property in respect of such Class of Securities and any sums derived therefrom. If, the Trustee (or any other secured party) having realised the same, the net proceeds are insufficient for the Issuer to make all payments and meet all obligations which, but for the effect of this Condition 15.5, would then be due in respect of the such Class of Securities, the obligations of the Issuer to each Securityholder and the Programme Party of such applicable Class shall be limited to such net proceeds of realisation, neither the Trustee nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums or property in respect of the Securities of any Class. Neither the Trustee nor any Securityholder or Programme Party of any Class shall be entitled to institute, nor join with any other person in bringing, instituting or joining, any bankruptcy, suspension of payments, moratorium of any indebtedness, winding up, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in relation to the Issuer (except for the appointment of a receiver pursuant to the relevant Security Document and lodging claims and proving in any insolvency proceedings of whatsoever nature relating to the Issuer not instituted by it), nor shall they have any claim in respect of any sum arising in or other obligation in respect of the Secured Property for any other Class or any other assets of the Issuer, except as otherwise provided for in the Trust Deed. The provisions of this Condition 15.5 shall survive notwithstanding any redemption of the Securities or the termination or expiration of any Programme Document.

16 MEETINGS OF SECURITYHOLDERS, MODIFICATION, WAIVER, SUBSTITUTION AND RESTRICTIONS

16.1 Meetings of Securityholders

The Trust Deed contains provisions for convening meetings of the Securityholders of each Class of Securities to consider any matter affecting their interests, including modification by Extraordinary Resolution of the relevant Class of Securities (including these Conditions or the provisions of the Trust Deed insofar as the same may apply to such Class of Securities).

The quorum at any such meeting for passing an Extraordinary Resolution will be two or more Securityholders of the relevant Class of Securities or agents present in person holding or representing in the aggregate more than 50 per cent. of the number of the Securities of such Class for the time being outstanding or, at any adjourned such meeting, two or more Securityholders of the relevant Class of Securities or agents present in person being or representing Securityholders of such Class, whatever the number of the Securities of such Class so held or represented, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders of such Class, whether present or not, except that any Extraordinary Resolution proposed, inter alia, (i) to amend the dates of maturity or redemption of the Securities of such Class (ii) to reduce or cancel the Principal Amount payable on redemption of, the Securities of such Class, (iii) to change any method of calculating the Asset

Entitlement, or the Redemption Amount, (iv) to change the currency or currencies of payment or Base Currency (saved as provided for in Condition 18.2 (*Consolidation and division of Tranches and Classes*)) of the Securities of such Class, (v) to take any steps which as specified in the Trust Deed may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (vi) to modify the provisions concerning the quorum required at any meeting of Securityholders of such Class or the majority required to pass an Extraordinary Resolution, (vii) to modify the provisions of the Trust Deed concerning this exception or (viii) to modify any other provisions specifically identified for this purpose in the Trust Deed, or an applicable relevant Security Document will only be binding if passed at a meeting of the Securityholders of such Class, the quorum at which shall be two or more Securityholders of such Class or agents present in person holding or representing in the aggregate not less than 75 per cent. of the number of Securities of such Class for the time being outstanding, or at any adjourned meeting, two or more Securityholders of such Class or agents present in person being or representing in the aggregate not less than 10 per cent. of the number of the Securities of such Class so held or represented. The holder of a Bearer Security or Registered Security in global form representing all of the Securities of such Class for the time being outstanding will be treated as being two persons for the purposes of such quorum requirements. A resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate number of the Securities of each Class for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Securityholders of such Class.

16.2 Modification of the relevant Programme Documents

Subject to Condition 16.3 (*Substitution*), the Trustee may agree, without the consent of any of the Securityholders, to (i) any modification to these Conditions, the Trust Deed, the Security Documents and/or any other Programme Document which is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error, (ii) an Issuer Technical Amendment, provided that the Issuer has certified in writing to the Trustee upon which certification the Trustee may rely without any obligation to investigate or verify or form its own opinion and, absent its wilful misconduct or gross negligence, without liability to any person that any such modification (1) is in its opinion not materially prejudicial to the interests of any Class of Securityholders and (2) has been drafted solely for the purposes indicated in paragraph (i) or (ii) of the definition of Issuer Technical Amendment and meets the requirements of the proviso to such definition, and (iii) any other modification, and any waiver or authorisation of any breach or proposed breach of any of these Conditions or any of the provisions of the Trust Deed and/or any other Programme Document to which the Trustee is a party that is in the opinion of the Trustee not materially prejudicial to the interests of all Classes of Securityholders. Any such modification, authorisation or waiver will be binding on each Class of Securityholders and such modification will be notified by the Issuer to each Class of Securityholders as soon as reasonably practicable.

16.3 Substitution

The Trust Deed contains provisions permitting the Trustee to agree, without the consent of the Securityholders, to the substitution, in place of the Issuer (or of any previous substitute) as the principal debtor under the Trust Deed, the other Programme Documents to which it is a party and the Securities of each Class, of any other company (incorporated in any jurisdiction) (any such substitute company being the "**Substituted Obligor**") if the following conditions are satisfied:

(a) a deed is executed or undertaking given by the Substituted Obligor to the Trustee, in form and manner satisfactory to the Trustee, agreeing to be bound by the Trust Deed, any Security Documents and the Securities of each Class (with such consequential amendments as the Trustee may deem appropriate) as if the Substituted Obligor had been named in the Trust Deed, each Security Document and the Securities as the principal debtor in place of the Issuer;

(b) the Substituted Obligor assumes all rights, obligations and liabilities in relation to the Secured Property, acknowledges the Security created in respect thereof pursuant to the Security Documents and takes all such action as the Trustee may require so that the Security and the Secured Property constitutes a valid mortgage, charge, assignment, pledge, lien or other security interest as was originally created by the Issuer for the obligations of the Substituted Obligor;

(c) any director of the Substituted Obligor certifies to the Trustee that it will be solvent immediately after such substitution (in which case, the Trustee need not have regard to the Substituted Obligor's financial condition, profits or prospects or compare them with those of the Issuer);

(d) the Trustee will be satisfied (if it requires, by reference to legal opinions) that (a) all necessary governmental and regulatory approvals and consents necessary for or in connection with the assumption by the Substituted Obligor of liability as principal debtor in respect of, and of its obligations under, the Securities of each Class and any Programme Document have been obtained and (b) such approvals and consents are at the time of substitution in full force and effect;

(e) the Issuer and the Substituted Obligor will execute and the Issuer shall procure that any Programme Party will execute such other deeds, documents and instruments (if any) as the Trustee may require in order that such substitution is fully effective and comply with such other requirements in the interests of the Securityholders as the Trustee may direct;

(f) the Issuer and the Substituted Obligor comply with such other requirements as the Trustee may direct in the interests of the Securityholders; and

(g) a legal opinion satisfactory to the Trustee is provided concerning any proposed substitution.

An agreement by the Trustee pursuant to this Condition 16.3 and the Trust Deed will, if so expressed, release the Issuer (or a previous substitute) from any or all of its obligations under the Trust Deed, the Securities and the other relevant Programme Documents. The Substituted Obligor shall give notice of the substitution to the Securityholders within 14 calendar days of the execution of such documents and compliance with such requirements.

In connection with any proposed substitution of the Issuer, the Issuer and the Trustee may, without the consent of the Securityholders, agree to a change of the law from time to time governing such Securities and/or the Trust Deed and/or any Programme Document.

On completion of the formalities set out in this Condition 16.3 and the Trust Deed, the Substituted Obligor shall be deemed to be named in these Conditions, the Trust Deed and the other Programme Documents and the Securities as the principal debtor in place of the Issuer (or of any previous substitute) and these Conditions, the Trust Deed, the other Programme Documents and the Securities shall be deemed to be amended as necessary to give effect to the substitution.

16.4 Entitlement of the Trustee

In accordance with the terms of the Trust Deed, in connection with the exercise of its functions under the relevant Programme Documents, the Trustee will have regard to the interests of the Securityholders as a whole and will not have regard to the consequences of such exercise for individual Securityholders of any individual Class and the Trustee will not be entitled to require, nor shall any Securityholder be entitled to claim, from the Issuer any indemnification or payment in respect of any Tax consequence of any such exercise upon individual Securityholders of any individual Class.

So long as the Securities are in global form and such Global Security is held by or on behalf of the Relevant Clearing System, in considering the interests of Securityholders, the Trustee may have regard to any information provided to it by the Relevant Clearing System or its operator as to the identity (either individually or by category) of its accountholders or participants with entitlements to any such Global Security and may consider such interests on the basis that such accountholders or participants were the holder(s) thereof.

17 REPLACEMENT OF SECURITIES

If a Security in bearer form is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent in London or such other Paying Agent, as the case may be, as may, from time to time, be designated by the Issuer for the purpose and notice of whose designation is given to Securityholders, in each case on payment by the claimant of the fees and costs

incurred in connection therewith and on such terms as to evidence, security, indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Security is subsequently presented for payment there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Security) and otherwise as the Issuer may require. Mutilated or defaced Securities must be surrendered before replacements will be issued.

18 ISSUE OF FURTHER TRANCHES AND CLASSES OF SECURITIES

18.1 Further Tranches and Classes

The Issuer may, from time to time (without the consent of the Trustee or any Securityholder), in accordance with the Trust Deed, the Conditions and the Authorised Participant Agreement(s), create and issue further Tranches of Securities so that such further issue shall be consolidated and form a single Class with the outstanding Securities of any Class or upon such terms as the Issuer may determine at the time of their issue and/or incur further obligations relating to such Securities.

Only an Authorised Participant may request that the Issuer issue additional Tranches of Securities by delivering a valid Subscription Form subject to and in accordance with the terms of the relevant Authorised Participant Agreement.

The Issuer will only accept a Subscription Form and issue Securities if:

(a) a Subscription Form is determined to be valid by or on behalf of the Issuer;

(b) the acceptance of such Subscription Form will not cause the Programme Maximum Number of Securities to be exceeded; and

(c) all conditions precedent to an issue of Securities (including, without limitation, payment of the Subscription Fee) are satisfied.

In any event, the Issuer is entitled to reject any Subscription Form at any time, at its absolute discretion.

The Issuer may suspend the issuance of further Securities at any time. If a Subscription Suspension Event occurs, the Issuer shall not accept any Subscription Forms for Securities with effect from the date of suspension specified in the relevant notice to the Management and Determination Agent and the Authorised Participants until such time (if any) as the Issuer notifies such Programme Parties that it shall recommence the issue of further Tranches of Securities. The effective date of any such suspension will be specified in the related notice and will be a day not earlier than the Business Day following the date of such notice. The Issuer shall give notice to Securityholders in accordance with Condition 20 (*NOTICES*) of any such suspension as soon as reasonably practicable after giving any notice of suspension of subscriptions.

In relation to any Subscription Form which has been accepted by or on behalf of the Issuer but in respect of which the Subscription Settlement Date has not yet occurred as at the date of the occurrence of an Event of Default, each such Subscription Form shall automatically be cancelled with effect from the date of the occurrence of such Event of Default.

In relation to any Subscription Form which is valid but in respect of which Securities are pending issue and settlement to the relevant Authorised Participant as at the Compulsory Redemption Date or the date of delivery of an Event of Default Redemption Notice (due to the Subscription Settlement Date not having occurred at such date, the relevant Authorised Participant not having delivered in full the relevant Subscription Amount on a Subscription Settlement Date falling prior to such date, or otherwise), any such Subscription Form shall automatically be cancelled with effect from such Compulsory Redemption Date or date of delivery of an Event of Default Redemption Notice (as applicable).

If at any time after the occurrence of the Subscription Settlement Date in respect of which the relevant Authorised Participant has not delivered the related Subscription Amount a Compulsory Redemption

Event occurs or an Event of Default Redemption Notice is delivered, Securities issued on any such Subscription Settlement Date which are pending settlement to the relevant Authorised Participant shall automatically be cancelled with effect from the date of the occurrence of such Compulsory Redemption Date or date of delivery of an Event of Default Redemption Notice (as applicable). Securities requested for issue and Subscribed for by an Authorised Participant may be held on an inventory basis by such Authorised Participant and offered for sale and/or sold over a period of time.

Any new securities forming a single Class with the Securities and which are expressed to be constituted by the Trust Deed and secured by the applicable Security Documents relating to such Class will, upon the issue thereof by the Issuer, be constituted by the Trust Deed and secured by such Security Documents without any further formality and irrespective of whether or not the issue of such securities contravenes any covenant or other restriction in the Trust Deed, the Class Maximum Number of Securities or the Programme Maximum Number of Securities and references in these Conditions to "**Secured Property**" and "**Securities**" shall be construed accordingly.

18.2 Consolidation and division of Tranches and Classes

(a) The Issuer may consolidate or divide all of the Securities into Securities of the same Class but with a proportionately larger or smaller Principal Amount and Asset Entitlement (if applicable). Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Deed.

(b) Whenever as a result of consolidation of Securities a Securityholder would become entitled to a fraction of a Security the Issuer will redeem such fractional Security.

18.3 Further Securities; Other Pools; Transfers To New Pools

The Issuer may at any time (without the consent of the Securityholders and without giving prior notice) determine to divide any Class of Securities (the "**Existing Securities**") by allocating some of the Secured Property attributable to those Existing Securities to a new Class of Securities with the same type of Underlying Asset(s) (the "**New Securities**"). If the Issuer determines to do so, the following provisions shall apply:

(a) the Issuer may transfer all or some of the relevant Underlying Asset(s) attributable to the Existing Securities;

(b) prior to or on the transfer becoming effective, the Issuer shall create the New Securities on the same terms as the Existing Securities, each having a Principal Amount determined in accordance with Condition 18.3(c) below constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Principal Trust Deed (for the avoidance of doubt there shall be no obligation to procure a listing of the Securities) and on terms that such New Securities shall have recourse only to the assets allocated to those New Securities, and (subject as provided in Condition 18.3 (e) and (f) shall issue such New Securities to the Securityholders of the Existing Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Security for each Existing Security. For this purpose (but subject as provided in Condition 18.3(e) and (f) any Security in respect of which an Event of Default has occurred and is continuing shall be treated as outstanding;

(c) the Principal Amount and Asset Entitlement of each New Security shall be the proportion of the Principal Amount and Asset Entitlement respectively of each Existing Security outstanding immediately prior to the transfer becoming effective of the aggregate Base Currency Equivalent of each Underlying Asset to be transferred relative to the aggregate Base Currency Equivalent of the relevant Underlying Asset(s) attributable to the Existing Securities, and on the creation and issue of the New Securities becoming effective the Principal Amount and Asset Entitlement of each Existing Security shall be reduced accordingly. For the purposes of the calculations to be made in accordance with this paragraph:

(i) Securities which are the subject of Redemption Orders shall be excluded, and the Principal Amounts and Asset Entitlements referred to therein shall be calculated as

though all such Underlying Asset(s) had been transferred; and

(ii) Underlying Asset(s) which have been received for the purposes of a Subscription Order that has not been completed by the issue of Securities shall be excluded, and the Principal Amounts and Asset Entitlement referred to therein shall be calculated as though all such Underlying Asset(s) had not been received;

(d) the Issuer shall enter into security document(s) with the Trustee in relation to the assets attributable to the New Securities, which shall be on the same terms (*mutatis mutandis*) as the security document(s) (the "**Existing Security Document(s)**") in relation to the Existing Securities, and the Trustee shall release the property to be transferred from the Existing Security Document(s);

(e) any valid Redemption Order received or deemed received prior to (and being in respect of Securities which have not by then been redeemed and in respect of which the Redemption Amount has not been transferred in accordance with Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of the relevant Issue Specific Option) the date on which such division becomes effective, and in each case being valid, shall have effect as if given in respect of a proportional amount of both the Existing Securities and the New Securities for the purposes of the Redemption intended to be effected pursuant to such Redemption Order as determined in its absolute discretion by the Issuer; and

(f) any valid Subscription Order received or deemed received prior to (and being in respect of Securities which have not been issued) the date on which such division becomes effective, and in each case being valid, shall have effect as if given in respect of a proportional amount of both the Existing Securities and the New Securities for the purposes of the Subscription Order intended to be effected pursuant to such Subscription Order as determined in its absolute discretion by the Issuer.

19 REMOVAL, RETIREMENT OR REPLACEMENT OF TRUSTEE

19.1 The Trustee may retire at any time without assigning any reason upon giving not less than three months' prior written notice to the Issuer and without being responsible for any costs occasioned by such retirement. The relevant Class of Securityholders may by Extraordinary Resolution of all outstanding Securityholders (as a single class) appoint or remove any trustee or trustees of that Class for the time being of the Trust Deed.

19.2 The Issuer will use its reasonable endeavours to appoint a new Trustee as soon as reasonably practicable after the Trustee gives notice to its retirement or being removed by Extraordinary Resolution. The retirement or removal of any Trustee shall not become effective until a trust corporation (as defined in the Law of Property Act 1925) or a corporation entitled to act as a trustee pursuant to applicable foreign legislation relating to trustees (together, a "trust corporation") is appointed as successor trustee.

19.3 If a sole Trustee gives notice of retirement or an Extraordinary Resolution of the relevant Class of Securityholders is passed for its removal, the Issuer shall use all reasonable endeavours to procure that another trust corporation be appointed as trustee but if it fails to do so before the expiry of such three months' notice period, the Trustee shall have the power to appoint a new trustee.

20 NOTICES

20.1 All notices to Securityholders shall be valid if:

(a) they are:

(i) published on the website of one or more RIS(s) approved for such purposes by the applicable Relevant Stock Exchange(s) and any such notices shall be conclusively presumed to have been received by the holders; or

(ii) published on the Issuer's Website;

(b) for so long as the Securities are listed on any Relevant Stock Exchange, they are published in accordance with the rules and regulations of such Relevant Stock Exchange or other relevant authority; and

(c) for so long as the Securities are in global form, notices required to be given in respect of the Securities represented by a Global Security are given by their being delivered (so long as the Global Security is held on behalf of a Relevant Clearing System) to the Relevant Clearing System, or otherwise to the holder of the Global Security, rather than by publication as required above. Any such notice shall be deemed to have been given to the Securityholders on the Payment Business Day immediately following the day on which the notice was given to the Relevant Clearing System.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

21 RELEVANT CLEARING SYSTEM

None of the Issuer, the Trustee, or the Agents will have any responsibility for the performance by the Relevant Clearing System (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations.

22 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of the Securities under the Contracts (Rights of Third Parties) Act 1999 but that does not affect any right or remedy of a third party that exists or is available apart from that Act.

23 GOVERNING LAW AND JURISDICTION

23.1 Governing law

The Trust Deed and the Securities (including any Global Security) and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

23.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Securities and, accordingly, any legal action or proceedings arising out of or in connection with any Securities ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the Trustee and the Securityholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

24 SERVICE OF PROCESS

The Issuer has by executing the Trust Deed irrevocably appointed HANetf Limited of City Tower, 40 Basinghall Street, London, England, EC2V 5DE as its process agent to receive, for it and on its behalf, service of process in any Proceedings in England. Service of process on such process agent shall be deemed valid service upon the Issuer whether or not it is forwarded to and received by the Issuer. The Issuer shall inform the Trustee in writing of any change in its process agent's address within 28 calendar days of such change. If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent in England and to deliver to it a copy of the substitute process agent's written acceptance of that appointment, within 14 calendar days.

6. Issue Specific Terms and Conditions

*The below issue specific terms and conditions (the "**Issue Specific Terms and Conditions**") supplement the General Terms and Conditions relevant to all Classes of Notes. The Issue Specific Terms and Conditions of the Securities are set forth in the following options (each an "**Issue Specific Option**" and, together, the "**Issue Specific Options**"):*

6.4 ***Issue Specific Option IV:*** *Equity-Linked Securities*

6.5 ***Issue Specific Option V:*** *Equity-Basket Linked Securities*

6.6 ***Issue Specific Option VI:*** *Equity-Index Linked Securities*

6.7 ***Issue Specific Option VII:*** *ETP Linked Securities*

6.8 ***Issue Specific Option VIII:*** *ETP-Basket Linked Securities*

6.9 ***Issue Specific Option IX:*** *ETP-Index Linked Securities*

6.1 Issue Specific Option IV: Equity-Linked Securities

DEFINITIONS

For the purposes of this Issue Specific Option IV, as it applies to a Class of Securities that are linked to an individual underlying Share and that are "**Equity Linked Securities**", terms defined in the Conditions have the meanings given to them in the Conditions unless otherwise defined in this Issue Specific Option IV.

The following terms have the meanings given to them below:

"**Adjustment Event**" means any of the following events or circumstances occur in relation to the Share:

(a) an Equity Disruption Event;

(b) any Tender Offer;

(c) a Nationalisation;

(d) a Merger Event;

(e) an Insolvency Event; and

(f) a Delisting;

"**Asset Entitlement**" means as at any date and in relation to an Equity Linked Security of a Class, the Equity Entitlement and/or payment of any other amount due and less the Redemption Deductions, if applicable, subject to a Permanent Adjustment;

"**Base Currency Equivalent**" means in respect of any amount denominated in the Base Currency, such Base Currency amount and in respect of any amount denominated in a currency other than the Base Currency (the "**Non-Base Currency**"), the amount in the Base Currency determined by the Issuer as being required to purchase such amount of such Non-Base Currency with the Base Currency as at the date of calculation at the rate equal to the spot rate of exchange for the purchase of the Non-Base Currency with the Base Currency available to the Issuer from a foreign exchange broker selected by the Issuer in good faith;

"**Capital Adjustment Factor**" means in respect of a Class of Equity Linked Securities, an amount determined by the Issuer that represents fees, expenses and, if "Dividend Payments" is specified as applicable in the relevant Final Terms, distributions or deductions that may arise or be levied by various counterparties, service providers or market participants in connection with the provision of the Programme in respect of that Class of Equity Linked Securities, including but not limited to:

(a) any fees and costs associated with maintaining the Class of Equity Linked Securities;

(b) any fees and costs payable in respect of custody or insurance with respect to the Underlying Assets attributable or forming part of the Secured Property relating to such Class;

(c) any transaction costs;

(d) extraordinary events that may arise with respect to the Underlying Assets or Class of Equity Linked Securities, and

(e) a proportion of the cash amounts received by the Issuer as in connection with the payment of cash dividends and/or other distributions relating to the Shares (if and as "Dividend Payments" is specified as applicable in the relevant Final Terms))

as such amount may be adjusted from time to time;

"**Cash Redemption**" means, if permitted under Condition 3 (*REDEMPTION OF EQUITY LINKED SECURITIES)* of this Issue Specific Option IV, in relation to the Redemption of any Equity Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IV;

"**Compulsory Cash Redemption**" means in relation to the Compulsory Redemption of any Equity Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option IV;

"**Compulsory Cash Redemption Sale Date**" in relation to any Equity Linked Securities means the second Valuation Date following the Final Redemption Date, or such other Valuation Date(s) as may otherwise be determined by the Issuer, acting reasonably to facilitate an orderly Compulsory Redemption;

"**Compulsory Redemption Notice Date**" means in relation to any Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition and in relation to any Redemption pursuant to Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition;

"**Currency Business Day**" means in respect of a Class of Equity Linked Securities, a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Base Currency or, in the case of euros, a TARGET Settlement Day;

"**Custodial Account**" means the custodial account of the Securityholder which will be held with a Custodian in the name of the Securityholder and used to receive or send Shares;

"**Custodian**" means in relation to any Class of Equity Linked Securities, any person(s) specified in the Final Terms;

"**Custody Agreements**" means the custody agreement between the Custodian and the Issuer entered into on or before the date of the relevant Final Terms and such other custody agreement as may be entered into between the Issuer and Custodian;

"**Delisting**" means that an exchange, on which the Shares are listed, announces that pursuant to the rules of such exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on such exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the exchange (or, where the exchange is within the European Union, in any member state of the European Union);

"**Equity Disruption Event**" means any of the following events as determined by the Issuer in its reasonable discretion:

(a) the Shares are reclassified or the Share Company is acquired by, or aggregated into, another fund, depositary bank, pooled investment vehicle, collective investment scheme, partnership, trust or other similar legal arrangement, whose mandate, risk-profile and/or benchmarks are different from the mandate, risk-profile and/or benchmark of the Share Company as stated as of the Issue Date;

(b) there is a material change in the Share Company, the constitutional documents of the Share Company, the mandate, risk profile or investment guidelines or objectives of the Share Company as stated as of the Issue Date (whereby such material change in the Share Company may arise, without limitation, due to a corporate split-up);

(c) the director, trustee and/or investment manager of the Share Company, in accordance with the provisions of the constitutional documents of the Share Company, requires the Issuer to redeem or transfer such Shares held by the Issuer or its affiliates or if they were the holders of such Shares;

(d) the currency denomination of the Shares is amended in accordance with the constitutional documents of the Share Company;

(e) any change in the regulatory or tax treatment applicable to the Share Company or the Shares, as applicable, which could have a material effect on the value of the Shares or the rights or remedies of any investor in the Shares;

(f) any change in the treatment of the Shares under section 871(m) of the Sections 1471 through 1474 of

the U.S. Internal Revenue Code of 1986, as amended;

(g) in relation to the events (a) to (e) above, there is an announcement by or on behalf of the Share Company or by an exchange on which the Shares are listed that such an event will occur; or

(h) an illegality occurs or the relevant authorisation or licence is revoked in respect of the directors, the trustee and/or the investment manager of the Share Company and/or the Share Company;

"**Equity Entitlement**" means as at any date and in relation to an Equity Linked Security of a Class, the amount(s) of the Underlying Asset(s) determined in accordance with Condition 2 (*EQUITY ENTITLEMENT*) of this Issue Specific Option IV, subject to a Permanent Adjustment;

"**Equity Equivalent**" means

(i) in respect of an Underlying Asset and any amount denominated in the Shares of such Underlying Asset, such amount of such Shares; and

(ii) in respect of an Underlying Asset and any amount denomianted in shares other than the Shares of such Underlying Asset (the "**Share Equivalent**") or in a fiat currency (the "**Fiat Currency Equivalent**"), the amount in the Shares of that Underlying Asset determined by the Issuer as being required to purchase such amount of such Share Equivalent or Fiat Currency Equivalent,

with the Shares of the Underlying Asset as at the date of calculation at the rate equal to the spot price for the purchase of the Share Equivalent or Fiat Currency Equivalent with the Shares of the Underlying Asset available to the Issuer from a broker or stock exchange selected by the Issuer in good faith;

"**Equity Linked Securities**" means securities linked to underlying Shares of a Class specified in the relevant list in Schedule 7 (*Class of Equity Linked Securities*) of the Trust Deed and any other category of Equity Linked Securities that may be constituted from time to time;

"**Execution Cost**" means a sum that may be charged by the Issuer reflecting costs, expenses or fees actually incurred by the Issuer in connection with a sale or the transfer of the Shares, which may include without limitation:

(a) the costs of enquiries under Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) of the General Terms and Conditions;

(b) the cost of giving notices under Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) of the General Terms and Conditions being not greater than $500;

(c) any costs incurred by the Issuer, the Custodian(s) or any of the Issuer's agents as part of a sale or purchase of Shares;

(d) any banking fees or costs incurred as part of transfer of cash or Shares between accounts of the Issuer and/or any Securityholder;

(e) costs incurred as part of currency conversions which may be necessary to facilitate Redemption;

(f) fees which are incurred as part of transfer of the Shares from one Custodial Account to another Custodial Account;

(g) any costs, fees and expenses of the Trustee incurred in relation to enforcing its security and taking any steps required as a part of a sale, a purchase or the transfer of Shares;

(h) any costs determined by the Issuer and/or the Management and Determination Agent to be part of Execution Costs;

(i) any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax; or

(j) such other amounts as may be Notified pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions;

"**Insolvency Event**" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company, (A) all the Shares of the Share Company are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of the Share Company become legally prohibited from transferring them, or (C) the Share Company has been liquidated or terminated or does no longer exist;

"**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer;

"**Merger Event**" means any change offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the respective Merger Date is on or before the Final Trading Date;

"**Nationalisation**" means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

"**Optional Redemption Settlement Date**" means in respect of an Optional Redemption:

(a) if Physical Redemption applies, the second Valuation Date following the applicable Redemption Notice Date, provided that if the Issuer determines, acting reasonably, that the relevant Shares will not be deposited in the relevant Securityholder Account on such date, the Optional Redemption Settlement Date will be such later date which is a Valuation Date on which settlement is completed; and

(b) if Cash Redemption applies, the second Payment Business Day following the date on which the Issuer has received in full cleared funds in an Issuer Cash Account the proceeds of the sale of the relevant Underlying Asset in respect of the Equity Linked Securities;

"**Physical Redemption**" means in relation to the Redemption of any Equity Linked Securities, settlement of the Redemption Obligations in respect thereof by delivery of the relevant Underlying Assets in accordance with Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option IV;

"**Redemption**" means the redemption of Equity Linked Securities by the Issuer in accordance with the Conditions (and "**Redeem**" shall be construed accordingly);

"**Redemption Amount**" means, with respect to an Optional Redemption or Compulsory Redemption of Equity Linked Securities of a Class, as applicable, and a Securityholder,

(a) in the case of a Physical Redemption:

(i) the product of:

(A) the Equity Entitlement with respect to Shares Linked Security of that Class; and

(B) the number of Equity Linked Securities subject to the Optional Redemption or Compulsory Redemption, as applicable, held by that holder,

less

(ii) the aggregate of the Equity Equivalent of the Redemption Deductions in respect of the Shares comprising the Equity Entitlement of the Equity Linked Securities of that Class held by that Securityholder,

(b) in the case of a Cash Redemption or a Compulsory Cash Redemption:

(i) the quotient of:

(A) the aggregate of the Base Currency Equivalent of the net proceeds actually realised from of the sale of an amount of Underlying Assets attributable or forming part of the Secured Property equal to the Equity Entitlement of the Equity Linked Securities of that Class that are subject to Cash Redemption or Compulsory Cash Redemption (as the case may be); and

(B) the proportion of Equity Linked Securities of such Class held by such Securityholder and subject to Cash Redemption or Compulsory Cash Redemption (as the case may be) relative to the total number of Equity Linked Securities of such Class that are subject to Cash Redemption or Compulsory Cash Redemption;

less

(ii) the aggregate of the Base Currency Equivalent of the Redemption Deductions in respect of the Shares comprising the Equity Entitlement of the Equity Linked Securities of that Class held by that Securityholder,

in each case, calculated as at the Optional Redemption Settlement Date or Compulsory Redemption Settlement Date, as applicable, and to the precision as specified by the Delivery Precision Level,

taking into account any Permanent Adjustment, and

in each case unless "**Agreed Pricing**" is applicable, whereby, in such case, the Redemption Amount shall be the amount equal to the Asset Entitlement, (i) as previously agreed between the relevant Authorised Participant and the Issuer, (ii) as determined in accordance with (a) above in the case of Physical Redemption, or (b) above in the case of Cash Redemption and (iii) in each case taking into account the interests of Securityholders and in a commercially reasonable manner;

"**Redemption Deductions**" means the Execution Cost and/or any other applicable fees in connection with the redemption of Equity Linked Securities as may be specified in accordance with the Conditions and this issue Specific Option IV;

"**Redemption Delivery Procedures**" means the physical redemption as set out in Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option IV;

"**Redemption Notice Date**" means a Business Day on which a valid Redemption Form is received provided that a Redemption Form received after such time as set out in the Operating Memorandum on a Business Day will be treated as having been received on the next Business Day;

"**Redemption Obligations**" means the obligation of the Issuer on Redemption of an Equity Linked Security to deliver the relevant Underlying Asset(s) (or if applicable, make payment) to the relevant Securityholder in accordance with the Conditions;

"**Redemption Payment Procedures**" means (i) in the case of Cash Redemption, as set out at Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IV, or (ii) in the case of Compulsory Cash Redemption, as set out at Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option IV, as applicable;

"**Register**" means with respect to each Class of Equity Linked Securities, the register of Securityholders of that class kept and maintained by the Registrar;

"**Registrar**" means with respect to a Class of Equity Linked Securities, such person as may be appointed by the Issuer from time to time to maintain the Register;

"**Reset Event**" means the occurrence of an event where the Share(s) constituting the Equity Entitlement (i) can no longer be made available by the issuer or (ii) are no longer available due to the Share(s) reaching their maturity date (if any) or are otherwise cancelled or terminated;

"**Secured Custody Accounts**" means, with respect to an Equity Linked Security, an account or accounts, being the custodial account to which the Shares for such Equity Linked Security are deposited, in each case established in the name of the Issuer with the Custodians pursuant to the Custody Agreements;

"**Securityholder Account**" means:

(a) in relation to any Equity Linked Securities to be Redeemed by Physical Redemption, a Custodial Account;

(b) in relation to any payment specified to be due by the Issuer to a Securityholder under the conditions of this Issue Specific Option, an account in the currency of the relevant Base Currency,

which, in the case of an Authorised Participant, shall be notified in writing for such purposes by the Authorised Participant to the Issuer and the Trustee from time to time, and in the case of a Securityholder who is not an Authorised Participant, shall be as specified in the Redemption Form;

"**Share**" means the share specified as Underlying Asset in the Final Terms and "**Shares**" shall be construed accordingly;

"**Share Company**" means the respective company which issued the Shares;

"**Suspended Day**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IV;

"**Suspension Period**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IV (and "**Suspended Period**" shall be construed accordingly);

"**Threshold Redemption Event**" occurs if on any Business Day falling on or after the 60th calendar day following a Threshold Event Date, the market value (as determined by the Issuer) of the Equity Entitlement per Equity Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such Securities specified in the relevant Final Terms;

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company, as determined by the Issuer, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Issuer deems relevant;

"**Underlying Asset**" has the meaning given to it in the Final Terms for the relevant Class of Equity Linked Securities; and

"**Valuation Date**" means with respect to a Class of Equity Linked Securities, a day which is a (i) Business Day, (ii) a Relevant Clearing System Business Day, (iii) a day on which the relevant Underlying Asset(s) can be traded in the relevant market and (iv) a day on which the relevant Custodian(s) is/are open for dealings in the Underlying Assets, or as may otherwise be set out on the Issuer's Website.

1. STATUS OF PHYSICAL EQUITY LINKED SECURITIES

1.1 Equity Linked Securities do not bear interest and have no final maturity date.

1.2 The Issuer shall at all times publish on the Issuer's Website the Classes of Equity Linked Securities which are in issue or available to be issued.

2. EQUITY ENTITLEMENT

2.1 Each Class of Equity Linked Security will have a separate Equity Entitlement as follows:

(a) The initial Equity Entitlement on the Issue Date for the first Tranche of Equity Linked Securities of a Class will be as set out in the Final Terms for that Tranche of that Class of Equity Linked Securities.

(b) For any day following the Issue Date of the first Tranche of each Class of Equity Linked

Securities, subject to various adjustments as detailed in (c) below, the Equity Entitlement for each Class of Equity Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{EE_{(i,t)}} = \boldsymbol{EE_{(i,t-1)}} \times \left[\left(1 - TER_{(i,t)}\right)^{\frac{1}{N}} + CA_{(i,t)}\right]$$

where:

i	refers to the relevant Class of Equity Linked Security;
t	refers to the applicable day (with t-1 being the previous day);
$EE_{(i,t)}$	is the Equity Entitlement in respect of that Class of Equity Linked Securities for day t;
$EE_{(i,t-1)}$	is the Equity Entitlement in respect of that Class of Equity Linked Securities on the day preceding day t;
$TER_{(i,t)}$	means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;
$CA_{(i,t)}$	is the per annum Capital Adjustment Factor in respect of the Shares comprising the Equity Entitlement in respect of that Class of Equity Linked Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050); and
N	means 365 (or 366 when the relevant calendar day is in a leap year).

(c) For any day following the Issue Date of the first Tranche of each Class of Equity Linked Securities, subject to various adjustments as detailed in (d) below, the Equity Entitlement for each Class of Equity Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{EE_{(i,t)}} = \boldsymbol{EE_{(i,t-1)}} \times \left(\left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)}\right]^{\square} \times \left(\mathbf{1} - \boldsymbol{Coupon_{(i,CPD)}}\right)^{\boldsymbol{n/N}}\right)^{\square}$$

where, in addition to the definitions set out above, the following definitions shall apply:

CPD	refers to a coupon payment date (as specified in the Final Terms);
Coupon	refers to, if the business day t is equal to a CPD, the percentage level specified in the Final Terms or, if the business day t is not a CPD, 0 per cent;
n	refers to the number of calendar days from and excluding the immediately preceding CPD to and including the current CPD;

Coupon Business Day Convention means modified following; and

Coupon Business Day shall have the meaning as further specified in the Final Terms.

(d) The Equity Entitlement set out above may be subject to the adjustments based on the following:

(i) Condition 18.3 (*Further Securities; Other Pools, Transfers To New Pools*) of the General Terms and Conditions; and/or

(ii) a Permanent Adjustment.

2.2 Equity Disruption Event

The occurrence of an Equity Disruption Event in the form of a corporate split-up may result in the Issuer potentially being able to obtain (a) new Share(s), in which case the Issuer may seek not to obtain any

new Share(s). Following the occurrence of an Equity Disruption Event in the form of a corporate split-up, the Issuer may opt to (but shall be under no obligation to) replace the Equity Entitlement for the relevant Share held in the Secured Property with an Equity Entitlement consisting of the Share(s) and the new Share(s), whereby the Equity Entitlement shall correspond to the Equity Entitlement relating to each Security before the Equity Disruption Event in the form of a corporate split-up. In such case, the Issuer shall notify the Trustee and the Securityholders in writing pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions accordingly.

3. REDEMPTION OF EQUITY LINKED SECURITIES

3.1 Entitlement on Redemption

Each Equity Linked Security shall carry:

(a) a right on an Optional Redemption under Condition 3 (*REDEMPTION OF EQUITY LINKED SECURITIES*) of this Issue Specific Option IV:

(i) if Physical Redemption applies, to delivery of Underlying Assets in the Redemption Amount in accordance with the Redemption Delivery Procedures; and

(ii) if Cash Redemption applies, to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures,

on the applicable Optional Redemption Settlement Date;

(b) a right on a Compulsory Redemption under Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option IV to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures on the applicable Compulsory Redemption Settlement Date.

3.2 Redemptions by Authorised Participants

A Securityholder who is also an Authorised Participant may require the Issuer to effect an Optional Redemption of Equity Linked Securities in accordance with Condition 8.2 (*Redemption by Authorised Participants*) of the General Terms and Conditions.

Physical Redemption shall apply to all Optional Redemptions by a Securityholder who is also an Authorised Participant save that Cash Redemption will apply in the circumstances specified in Condition 3.6(a)(ii) (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IV.

3.3 Redemptions by Non-AP Securityholders

A Non-AP Securityholder may require the Issuer to effect an Optional Redemption of Equity Linked Securities in accordance with Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions. Cash Redemption shall apply to all Optional Redemptions by a Non-AP Securityholder to the extent the relevant Non-AP Securityholder has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset.

3.4 Redemption Notice

(a) In addition to the requirements as set out at Condition 8.4 (*Redemption Form*) of the General Terms and Conditions, in the case of a Non-AP Securityholder, a Redemption Form must specify a Securityholder Account.

(b) If the Redemption Form does not meet the requirements of Condition 3.4(a) (*Redemption Notice*) of this Issue Specific Option IV, then the Redemption Form shall be invalid.

3.5 Delivery of Shares upon Optional Redemption

(a) Where Equity Linked Securities of a Class held by a Securityholder are required to be Redeemed by Physical Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such Equity Linked Securities, instruct the

relevant Custodian(s) to transfer the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such Equity Linked Securities in an amount equal to the Redemption Amount with respect to those Equity Linked Securities, from the relevant Secured Custody Accounts to the relevant Securityholder Account, to be delivered to such account on the Optional Redemption Settlement Date.

(b) From the Optional Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount in respect of each Equity Linked Security shall pass to the holder of such Equity Linked Securities. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Custodian to effect a delivery of Underlying Assets in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Securityholder its claims in relation to such Underlying Assets in satisfaction of all claims of such Securityholder in respect of the Equity Linked Securities to be Redeemed and the Securityholder shall have no further claims against the Issuer, the Trustee or the Secured Property.

(c) The obligations of the Issuer in respect of Equity Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option IV.

3.6 **Payment of Cash upon Optional Redemption**

(a) Cash Redemption will apply if:

(i) a Non-AP Securityholder Redeems all or part of its holding of Securities and has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset in accordance with Condition 8.3(a) (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions;

(ii) in case of an AP Securityholder, the Underlying Asset(s) to which the Securityholder is entitled on Redemption is not successfully delivered to the Securityholder (unless this results from the fault of the Issuer) and is not claimed by such Securityholder by the 30th calendar day after the Redemption Settlement Date (whereupon the Equity Entitlement per Security will be determined as of the first Business Day following the expiry of such 30 day period).

(b) Where Equity Linked Securities are required to be Redeemed by Cash Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such Equity Linked Securities sell the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such Equity Linked Securities in an amount equal to the product of (i) the Equity Entitlement of an Equity Linked Security of such Class; and (ii) the number of Equity Linked Securities subject to Redemption.

(c) The Issuer will transfer the aggregate Redemption Amount with respect to the Equity Linked Securities on the Optional Redemption Settlement Date to the relevant Securityholder by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder.

(d) The obligations of the issuer in respect of Equity Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IV.

3.7 **Suspension of Redemptions**

If on any Valuation Date (a "**Threshold Event Date**") the Issuer determines that the prevailing market value of the Equity Entitlement in respect of an Equity Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such an Equity Linked Security specified in the relevant Final Terms:

(i) the Issuer may at any time after the Threshold Event Date, for so long as the Issuer determines that the prevailing market value of the Equity Entitlement of an Equity Linked Security of that Class continues to be less than the percentage level of the Principal Amount of an Equity Linked Security of that Class specified in the relevant Final Terms, suspend the right to request redemption of such Equity Linked Securities pursuant to Condition 3 (*REDEMPTION OF EQUITY LINKED SECURITIES*) of this Issue Specific Option IV; and

(ii) the Issuer shall give notice convening a meeting of Securityholders of such Class on a date not more than 30 calendar days after the Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of an Equity Linked Security of that Class to an amount the Issuer determines in its discretion.

Subject as provided in Condition 3 (*REDEMPTION OF EQUITY LINKED SECURITIES*) of this Issue Specific Option IV, the Issuer may at its discretion terminate any such suspension at any time.

3.8 **Suspension of Optional Redemptions**

The following provisions shall apply where Optional Redemptions have been suspended:

(a) Agreed Pricing may continue;

(b) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the parties to the Programme Documents and, where Securityholders other than Authorised Participants are entitled to redeem Equity Linked Securities pursuant to Condition 8.3 (*Redemption by Non-AP Secuirtyholders*) of the General Terms and Conditions, the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;

(c) any such suspension may continue for a period of up to 60 days, and may continue thereafter at the discretion of the Issuer in the case of a suspension pursuant to Condition 3.9 (*Disruption Events*) of this Issue Specific Option IV, if the Extraordinary Resolution referred to in Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option IV above has not been passed; and

(d) any suspension that has been implemented in accordance with Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option IV shall not affect any redemption pursuant to an Redemption Form, received (or deemed to have been received) on a prior date to that on which the suspension commenced, but any Redemption Form in respect of Equity Linked Securities submitted or deemed to be received on a Valuation Date when the right to request redemption of the Equity Linked Securities pursuant to Condition 3 (*REDEMPTION OF EQUITY LINKED SECURITIES*) of this Issue Specific Option IV is suspended pursuant to this Condition 3.9 (*Disruption Events*) of this Issue Specific Option IV shall be invalid.

3.9 **Disruption Events**

The Issuer 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 with respect to a Class of Equity Linked Securities (each such event a "**Disruption Event**"):

(a) Trading Disruption;

(b) Service Provider Disruption - Custodian;

(c) Secured Accounts Disruption; and/or

(d) Adjustment Events.

3.10 **Determination of Disruption Events and Suspension**

(a) If the Issuer determines that a Disruption Event has occurred or exists with respect to a Class

of Equity Linked Securities on any day, it may (but shall not be obliged to) by the immediately following Business Day give notice of the postponement and/or suspension of:

(i) any validated and/or non-validated Subscription and/or Redemption Orders and any request for the Redemption of Equity Linked Securities of such Class;

(ii) the settlement of any Redemption of Equity Linked Securities of such Class; and/or

(iii) any Compulsory Redemption Settlement Date, Optional Redemption Settlement Date and/or delivery of the Shares or the payment of any amount in connection therewith,

to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), 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 and/or events set out in Conditions 3.10(a)(i) to 3.10(a)(iii) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IV will be postponed and/or suspended on such Suspended Day or during such Suspended Period, as applicable (and, in determining this, the Issuer shall consider whether the relevant Disruption Event would disrupt the actions required to be performed by it, the Management and Determination Agent, any Authorised Participant and/or any other Programme Party in connection with Redemption of Equity Linked Securities, and/or any Compulsory Redemption of the Equity Linked Securities),

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

In addition, if the Issuer determines that a Secured Accounts Disruption has occurred or exists with respect to a Class of Equity Linked Securities on any day, it may (but shall not be obliged to) by the Business Day immediately following a definitive determination give notice of a Permanent Adjustment to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), specifying the amount of that Permanent Adjustment.

(b) The Issuer is not under any obligation to monitor whether or not a Disruption Event has occurred or is continuing with respect to a Class of Equity Linked Securities on any day unless a Suspension Notice has been given in respect of a Suspension Period in which case the Issuer'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 at the end of the Suspension Period in accordance with Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IV). The Issuer shall have no liability to the Trustee, any Custodian, any Securityholder, any Authorised Participant or any other person for any determination or non-determination that it makes in respect of the occurrence or existence of a Disruption Event.

(c) The Issuer shall, as soon as reasonably practicable after receipt by it of a Suspension Notice give notice thereof to the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

3.11 **Postponement relating to the Redemption of the Equity Linked Securities**

(a) If, in respect of a Disruption Event, the Issuer has specified in the related Suspension Notice that the Compulsory Redemption Settlement Date, Final Redemption Date and/or Optional

Redemption Settlement Date (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 30th Business Day following such Disruption Postponable Date, the Issuer, acting in good faith and in consultation with the Management and Determination Agent, may determine an appropriate method for Redeeming the Equity Linked Securities and determining the Final Redemption Date and/or Optional Redemption Settlement Date, as applicable, for the purposes of such redemption of such Equity Linked Securities (a "**Disrupted Redemption Method**"). For the avoidance of doubt, (i) if multiple days are specified as Disruption Postponable Dates, such Disruption Postponable Dates shall be deemed to have been postponed consistently to ensure that the same number of days passes between these multiple days as would pass if no Disruption Event had occurred, and (ii) if any Disruption Postponable Date is postponed in accordance with this Issue Specific Option IV, 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.

(b) The Issuer shall, as soon as reasonably practicable following determination of any Disrupted Redemption Method, notify each Programme Party and the Securityholders of the details of such Disrupted Redemption Method in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

(c) No additional amount shall be payable or deliverable to any Authorised Participant or any Securityholder in connection with any postponement to the timing, or any amendment to the method, in each case in accordance with Condition 3.11(a) (*Postponement relating to the Redemption of the Equity Linked Securities*) of this Issue Specific Option IV, of Compulsory Redemption or Optional Redemption of the Equity Linked Securities.

3.12 **Timings for Redemption of the Equity Linked Securities**

A Redemption Form that is lodged by the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as lodged on that Business Day. A Redemption Form that is lodged after the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as having been lodged on the following Business Day.

4. COMPULSORY REDEMPTION BY THE ISSUER

In relation to all Compulsory Redemptions to be effected in accordance with the Conditions and this Issue Specific Option IV, the Issuer will, on:

(a) the Compulsory Cash Redemption Sale Date (in the case of Redemption pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*) of the General Terms and Conditions); or

(b) the Compulsory Redemption Notice Date (in the case of Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions, Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions or Condition 9.5 (*Compulsory Redemption on Event of Default*) of the General Terms and Conditions),

sell the Underlying Asset(s) attributable to or forming part of the Secured Property in respect of the Equity Linked Securities subject to such Compulsory Redemption in an amount equal to the product of (i) the Equity Entitlement of an Equity Linked Security of such class, and (ii) the number of Equity Linked Securities subject to Compulsory Redemption, calculated as at the Compulsory Redemption Settlement Date.

The Issuer will transfer the Redemption Amount to the relevant Securityholder on the Compulsory Redemption Settlement Date by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder subject to the Securityholder

having delivered the Underlying Assets being Redeemed to the Issuer by either depositing them into an appropriate Relevant Clearing System account (as directed by the Issuer) and giving correct delivery free of payment instructions in a Relevant Clearing System or delivering the certificates in respect of them to the Issuer (or otherwise having delivered such Equity Linked Securities to the Issuer by agreement with the Issuer) provided that (if applicable) the Securityholder has made Acceptable Delivery.

The obligations of the Issuer in respect of Equity Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition.

5. REDEMPTION DEDUCTIONS

5.1 On a Redemption of Equity Linked Securities at the request of a Securityholder, the aggregate amount of the Redemption Deductions (which shall be calculated in respect of each Share comprising the Equity Entitlement in respect of an Equity Linked Security) shall be notified to the Securityholder at the time that the Redemption Amount is paid to the Securityholder.

5.2 On a Compulsory Redemption of Equity Linked Securities by the Issuer, the Issuer shall notify the Class of Securityholders whose Equity Linked Securities are subject to Compulsory Redemption of the aggregate amount of the Redemption Deductions, and their allocation to particular Securityholders pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions.

6. AMENDMENTS TO ISSUE SPECIFIC OPTION IV

This issue Specific Option IV may be amended in accordance with the Trust Deed and the Conditions. Any amendment to this Issue Specific Option IV will be notified to Securityholders by notice under Condition 20 (*NOTICES*) of the General Terms and Conditions, and shall not take effect until at least 30 days following such announcement, save that (i) a reduction in any fees and (ii) minor technical amendments which, in the opinion of the Trustee, are not materially prejudicial to the interests of the Securityholders may take effect on announcement.

7. RESET OF EQUITY ENTITLEMENT

7.1 The Equity Entitlement shall be adjusted as provided in Condition 7 (*RESET OF EQUITY ENTITLEMENT*) of this Issue Specific Option IV (a "**Reset**").

7.2 The occurrence of a Reset Event may result in the Shares attributable to or forming part of the Secured Property in respect of a Class of Equity Linked Securities being fully or partially unavailable. In such case the Issuer may, acting in good faith and in a commercially reasonable manner, opt to (but shall be under no obligation to) replace the Equity Entitlement for the relevant Share(s) held in the Secured Property with an Equity Entitlement consisting of (i) solely the additional share(s) or (ii) the Share(s) and the additional share(s), whereby, in each case (i) and (ii):

(a) such additional share(s) shall contain substantially the same economic terms and payout features as the Share(s) originally constituting the Equity Entitlement;

(b) <u>such additional share(s) shall constitute Underlying Assets in respect of such Class of Equity Linked Securities;</u>

(c) the Equity Entitlement shall correspond to the Equity Entitlement relating to each Security before the Reset Event; and

(d) the Issuer shall notify the Trustee and the Securityholders in writing pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions not less than 5 Business Days prior to occurrence of the expected Reset Event, whereby such notification shall set out the facts leading to the occurrence of the Reset Event and the decision of the Issuer to replace the Equity Entitlement according to (i) or (ii) above, as applicable.

6.2 Issue Specific Option V: Equity-Basket Linked Securities

DEFINITIONS

For the purposes of this Issue Specific Option V, as it applies to a Class of Securities that are linked to a basket of underlying Shares and that are "**Equity-Basket Linked Securities**", terms defined in the Conditions have the meanings given to them in the Conditions unless otherwise defined in this Issue Specific Option V.

The following terms have the meanings given to them below:

"**Adjustment Event**" means any of the following events or circumstances occur in relation to one or several of the Shares:

(a) an Equity Disruption Event;

(b) any Tender Offer;

(c) a Nationalisation;

(d) a Merger Event;

(e) an Insolvency Event; and

(f) a Delisting;

"**Asset Entitlement**" means as at any date and in relation to an Equity-Basket Linked Security of a Class, the Equity Entitlement and/or payment of any other amount due and less the Redemption Deductions, if applicable, subject to a Permanent Adjustment;

"**Base Currency Equivalent**" means in respect of any amount denominated in the Base Currency, such Base Currency amount and in respect of any amount denominated in a currency other than the Base Currency (the "**Non-Base Currency**"), the amount in the Base Currency determined by the Issuer as being required to purchase such amount of such Non-Base Currency with the Base Currency as at the date of calculation at the rate equal to the spot rate of exchange for the purchase of the Non-Base Currency with the Base Currency available to the Issuer from a foreign exchange broker selected by the Issuer in good faith;

"**Basket Disruption Event**" means, in respect of a Basket, a material modification of the initial weightings of the basket;

"**Calculation Disruption**" means that the Issuer, acting in good faith, is unable to calculate the Equity Entitlement for that Class of Equity-Basket Linked Securities (including, without limitation, if it is not possible to determine the Weight Adjustment Factor in respect of a Rebalancing Date);

"**Capital Adjustment Factor**" means in respect of a Class of Equity-Basket Linked Securities, an amount determined by the Issuer that represents fees, expenses and, if "Dividend Payments" is specified as applicable in the relevant Final Terms, distributions or deductions that may arise or be levied by various counterparties, service providers or market participants in connection with the provision of the Programme in respect of that Class of Equity-Basket Linked Securities, including but not limited to:

(a) any fees and costs associated with maintaining the Class of Equity-Basket Linked Securities;

(b) any fees and costs payable in respect of custody or insurance with respect to the Underlying Assets attributable or forming part of the Secured Property relating to such Class;

(c) any transaction costs;

(d) extraordinary events that may arise with respect to the Underlying Assets or Class of Equity-Basket Linked Securities, and

(e) a proportion of the cash amounts received by the Issuer as in connection with the payment of cash dividends and/or other distributions relating to the Shares (if and as "Dividend Payments" is specified as applicable in the relevant Final Terms))

as such amount may be adjusted from time to time;

"**Cash Redemption**" means, if permitted under Condition 3 (*REDEMPTION OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V, in relation to the Redemption of any Equity-Basket Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option V;

"**Compulsory Cash Redemption**" means in relation to the Compulsory Redemption of any Equity-Basket Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option V;

"**Compulsory Cash Redemption Sale Date**" in relation to any Equity-Basket Linked Securities means the second Valuation Date following the Final Redemption Date, or such other Valuation Date(s) as may otherwise be determined by the Issuer, acting reasonably to facilitate an orderly Compulsory Redemption;

"**Compulsory Redemption Notice Date**" means in relation to any Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition and in relation to any Redemption pursuant to Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition;

"**Currency Business Day**" means in respect of a Class of Equity-Basket Linked Securities, a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Base Currency or, in the case of euros, a TARGET Settlement Day;

"**Custodial Account**" means the custodial account of the Securityholder which will be held with a Custodian in the name of the Securityholder and used to receive or send Shares;

"**Custodian**" means in relation to any Class of Equity-Basket Linked Securities, any person(s) specified in the Final Terms;

"**Custody Agreements**" means the custody agreement between the Custodian and the Issuer entered into on or before the relevant Final Terms and such other custody agreement as may be entered into between the Issuer and Custodian;

"**Delisting**" means that an exchange, on which the Shares are listed, announces that pursuant to the rules of such exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on such exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the exchange (or, where the exchange is within the European Union, in any member state of the European Union);

"**Equity-Basket Linked Securities**" means securities linked to several underlying Shares of a Class specified in the relevant list in Schedule 7 (*Class of Equity-Basket Linked Securities*) of the Trust Deed and any other category of Equity-Basket Linked Securities that may be constituted from time to time;

"**Equity Disruption Event**" means any of the following events in relation to one or several of the Shares comprised in the Basket as determined by the Issuer in its reasonable discretion:

(a) the Shares are reclassified or the Share Company is acquired by, or aggregated into, another fund, depositary bank, pooled investment vehicle, collective investment scheme, partnership, trust or other similar legal arrangement, whose mandate, risk-profile and/or benchmarks are different from the mandate, risk-profile and/or benchmark of the Share Company as stated as of the Issue Date;

(b) there is a material change in the Share Company, the constitutional documents of the Share Company, the mandate, risk profile or investment guidelines or objectives of the Share Company as stated as of the Issue Date (whereby such material change in the Share Company may arise, without limitation, due to a corporate split-up);

(c) the director, trustee and/or investment manager of the Share Company, in accordance with the provisions of the constitutional documents of the Share Company, requires the Issuer to redeem or transfer such Shares held by the Issuer or its affiliates or if they were the holders of such Shares;

(d) the currency denomination of the Shares is amended in accordance with the constitutional documents of the Share Company;

(e) any change in the regulatory or tax treatment applicable to the Share Company or the Shares, as applicable, which could have a material effect on the value of the Shares or the rights or remedies of any investor in the Shares;

(f) any change in the treatment of the Shares under section 871(m) of the Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended;

(g) in relation to the events (a) to (e) above, there is an announcement by or on behalf of the Share Company or by an exchange on which the Shares are listed that such an event will occur; or

(h) an illegality occurs or the relevant authorisation or licence is revoked in respect of the directors, the trustee and/or the investment manager of the Share Company and/or the Share Company;

"**Equity Entitlement**" means as at any date and in relation to an Equity-Basket Linked Security of a Class, the amount(s) of the Underlying Asset(s) determined in accordance with Condition 2 (*EQUITY ENTITLEMENT*) of this Issue Specific Option V, subject to a Permanent Adjustment;

"**Equity Equivalent**" means

(i) in respect of an Underlying Asset and any amount denominated in the Shares of such Underlying Asset, such amount of such Shares; and

(ii) in respect of an Underlying Asset and any amount denominated in shares other than the Shares of such Underlying Asset (the "**Share Equivalent**") or in a fiat currency (the "**Fiat Currency Equivalent**"), the amount in the Shares of that Underlying Asset determined by the Issuer as being required to purchase such amount of such Share Equivalent or Fiat Currency Equivalent,

with the Shares of the Underlying Asset as at the date of calculation at the rate equal to the spot price for the purchase of the Share Equivalent or Fiat Currency Equivalent with the Shares of the Underlying Asset available to the Issuer from a broker or stock exchange selected by the Issuer in good faith;

"**Execution Cost**" means a sum that may be charged by the Issuer reflecting costs, expenses or fees actually incurred by the Issuer in connection with a sale or the transfer of the Shares, which may include without limitation:

(a) the costs of enquiries under Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) of the General Terms and Conditions;

(b) the cost of giving notices under Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) of the General Terms and Conditions being not greater than $500;

(c) any costs incurred by the Issuer, the Custodian(s) or any of the Issuer's agents as part of a sale or purchase of Shares;

(d) any banking fees or costs incurred as part of transfer of cash or Shares between accounts of the Issuer and/or any Securityholder;

(e) costs incurred as part of currency conversions which may be necessary to facilitate Redemption;

(f) fees which are incurred as part of transfer of the Shares from one Custodial Account to another Custodial Account;

(g) any costs, fees and expenses of the Trustee incurred in relation to enforcing its security and taking any steps required as a part of a sale, a purchase or the transfer of Shares;

(h) any costs determined by the Issuer and/or the Management and Determination Agent to be part of Execution Costs;

(i) any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax; or

(j) such other amounts as may be Notified pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions;

"**Individual Equity Entitlement**" or "**IEE**" shall have the meaning set out in Condition 2.1 below;

"**Insolvency Event**" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company, (A) all the Shares of the Share Company are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of the Share Company become legally prohibited from transferring them, or (C) the Share Company has been liquidated or terminated or does no longer exist;

"**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer;

"**Merger Event**" means any change offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the respective Merger Date is on or before the Final Trading Date;

"**Nationalisation**" means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

"**Optional Redemption Settlement Date**" means in respect of an Optional Redemption:

(a) if Physical Redemption applies, the second Valuation Date following the applicable Redemption Notice Date, provided that if the Issuer determines, acting reasonably, that the relevant Shares will not be deposited in the relevant Securityholder Account on such date, the Optional Redemption Settlement Date will be such later date which is a Valuation Date on which settlement is completed; and

(b) if Cash Redemption applies, the second Payment Business Day following the date on which the Issuer has received in full cleared funds in an Issuer Cash Account the proceeds of the sale of the relevant Underlying Asset in respect of the Equity-Basket Linked Securities;

"**Physical Redemption**" means in relation to the Redemption of any Equity-Basket Linked Securities, settlement of the Redemption Obligations in respect thereof by delivery of the relevant Underlying Assets in accordance with Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option V;

"**Rebalancing**" means an adjustment to the Equity Entitlement of a Class of Equity-Basket Linked Securities, in accordance with Condition 7 (*REBALANCING OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V;

"**Rebalancing Date**" means the date(s) so notified to Securityholders by the Issuer, and the period during which such Rebalancing takes place, being the "**Rebalancing Period**";

"**Rebalancing Basket Disruption Event**" means the occurrence of a Basket Disruption Event that the Issuer, acting in good faith and in a commercially reasonable manner, determines necessitates an adjustment to the Equity Entitlement in respect of a Class of Equity-Basket Linked Securities pursuant to the Voluntary

Rebalancing in accordance with Condition 7 (*REBALANCING OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V;

"**Redemption**" means the redemption of Equity-Basket Linked Securities by the Issuer in accordance with the Conditions (and "**Redeem**" shall be construed accordingly);

"**Redemption Amount**" means, with respect to an Optional Redemption or Compulsory Redemption of Equity-Basket Linked Securities of a Class, as applicable, and a Securityholder,

(a) in the case of a Physical Redemption:

(i) the product of:

(A) the Equity Entitlement with respect to Shares Linked Security of that Class; and

(B) the number of Equity-Basket Linked Securities subject to the Optional Redemption or Compulsory Redemption, as applicable, held by that holder,

less

(ii) the aggregate of the Equity Equivalent of the Redemption Deductions in respect of each of the Shares comprising the Equity Entitlement of the Equity-Basket Linked Securities of that Class held by that Securityholder,

(b) in the case of a Cash Redemption or a Compulsory Cash Redemption:

(i) the quotient of:

(A) the aggregate of the Base Currency Equivalent of the net proceeds actually realised from of the sale of an amount of Underlying Assets attributable or forming part of the Secured Property equal to the Equity Entitlement of the Equity-Basket Linked Securities of that Class that are subject to Cash Redemption or Compulsory Cash Redemption (as the case may be); and

(B) the proportion of Equity-Basket Linked Securities of such Class held by such Securityholder and subject to Cash Redemption or Compulsory Cash Redemption (as the case may be) relative to the total number of Equity-Basket Linked Securities of such Class that are subject to Cash Redemption or Compulsory Cash Redemption;

less

(ii) the aggregate of the Base Currency Equivalent of the Redemption Deductions in respect of each of the Shares comprising the Equity Entitlement of the Equity-Basket Linked Securities of that Class held by that Securityholder,

in each case, calculated as at the Optional Redemption Settlement Date or Compulsory Redemption Settlement Date, as applicable, and to the precision as specified by the Delivery Precision Level,

taking into account any Permanent Adjustment, and

in each case unless "**Agreed Pricing**" is applicable, whereby, in such case, the Redemption Amount shall be the amount equal to the Asset Entitlement, (i) as previously agreed between the relevant Authorised Participant and the Issuer, (ii) as determined in accordance with (a) above in the case of Physical Redemption, or (b) above in the case of Cash Redemption and (iii) in each case taking into account the interests of Securityholders and in a commercially reasonable manner;

"**Redemption Deductions**" means the Execution Cost and/or any other applicable fees in connection with the redemption of Equity-Basket Linked Securities as may be specified in accordance with the Conditions and this issue Specific Option V;

"**Redemption Delivery Procedures**" means the physical redemption as set out in Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option V;

"**Redemption Notice Date**" means a Business Day on which a valid Redemption Form is received provided that a Redemption Form received after such time as set out in the Operating Memorandum on a Business Day will be treated as having been received on the next Business Day;

"**Redemption Obligations**" means the obligation of the Issuer on Redemption of an Equity-Basket Linked Security to deliver the relevant Underlying Asset(s) (or if applicable, make payment) to the relevant Securityholder in accordance with the Conditions;

"**Redemption Payment Procedures**" means (i) in the case of Cash Redemption, as set out at Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option V, or (ii) in the case of Compulsory Cash Redemption, as set out at Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option V, as applicable;

"**Register**" means with respect to each Class of Equity-Basket Linked Securities, the register of Securityholders of that class kept and maintained by the Registrar;

"**Registrar**" means with respect to a Class of Equity-Basket Linked Securities, such person as may be appointed by the Issuer from time to time to maintain the Register;

"**Secured Custody Accounts**" means, with respect to an Equity-Basket Linked Security, an account or accounts, being the custodial account to which the Shares for such Equity-Basket Linked Security are deposited, in each case established in the name of the Issuer with the Custodians pursuant to the Custody Agreements;

"**Securityholder Account**" means:

(a) in relation to any Equity-Basket Linked Securities to be Redeemed by Physical Redemption, a Custodial Account;

(b) in relation to any payment specified to be due by the Issuer to a Securityholder under the conditions of this Issue Specific Option, an account in the currency of the relevant Base Currency,

which, in the case of an Authorised Participant, shall be notified in writing for such purposes by the Authorised Participant to the Issuer and the Trustee from time to time, and in the case of a Securityholder who is not an Authorised Participant, shall be as specified in the Redemption Form;

"**Share**" means any of the shares specified as Underlying Asset in the Final Terms, "**Shares**" shall be construed accordingly and "**Basket**" means a basket of the shares specified as Underlying Assets in the Final Terms;

"**Share Company**" means the respective company which issued the Shares;

"**Suspended Day**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option V;

"**Suspension Period**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option V (and "**Suspended Period**" shall be construed accordingly);

"**Threshold Redemption Event**" occurs if on any Business Day falling on or after the 60th calendar day following a Threshold Event Date, the market value (as determined by the Issuer) of the Equity Entitlement per Equity-Basket Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such Securities specified in the relevant Final Terms;

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company, as determined by the Issuer, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Issuer deems relevant;

"**Underlying Asset(s)**" has the meaning given to it in the Final Terms for the relevant Class of Equity-Basket Linked Securities;

"**Valuation Date**" means with respect to a Class of Equity-Basket Linked Securities, a day which is a (i) Business Day, (ii) a Relevant Clearing System Business Day, (iii) a day on which the relevant Underlying

Asset(s) can be traded in the relevant market and (iv) a day on which the relevant Custodian(s) is/are open for dealings in the Underlying Assets, or as may otherwise be set out on the Issuer's Website; and

"**Voluntary Rebalancing**" means a Rebalancing, which may be triggered (without limitation) (i) upon the Issuer, acting in good faith and in a commercially reasonable manner, determining that a Rebalancing is desirable to restore the initial weightings of the basket components or to otherwise adjust the weightings of the basket components or the composition of the basket in accordance with the objective of the basket or (ii) following the occurrence of a Rebalancing Basket Disruption Event as set out in Condition 7.2 (*REBALANCING OF EQUITY-BASKET LINKED SECURITIES*) of the Issue Specific Option V;

"**Weight Adjustment Factor**" means, in respect of a Class of Equity-Basket Linked Securities and a relevant day, an amount determined by the Issuer that represents a change in the Individual Equity Entitlement for a Share comprised in the Equity Entitlement for that Class of Equity-Basket Linked Securities to reflect the quantities of such Share held in respect of the Equity-Basket Linked Securities following a Rebalancing (as described in Condition 7 (*REBALANCING OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V (which includes execution costs, slippage and other costs involved in the Rebalancing), which shall be zero on any day other than a Rebalancing Date; and

"**Weights**" means, in respect of a Voluntary Rebalancing, the effective percentage weights of the Equity-Basket Linked Currencies in the Basket derived by the Issuer for the purposes of that Voluntary Rebalancing.

1. STATUS OF PHYSICAL EQUITY-BASKET LINKED SECURITIES

1.1 Equity-Basket Linked Securities do not bear interest and have no final maturity date.

1.2 The Issuer shall at all times publish on the Issuer's Website the Classes of Equity-Basket Linked Securities which are in issue or available to be issued.

2. EQUITY ENTITLEMENT

2.1 Each Class of Equity-Basket Linked Security will have a separate Equity Entitlement as follows:

(a) The initial Equity Entitlement and Individual Equity Entitlements for each Share comprising the Equity Entitlement on the Issue Date for the first Tranche of Equity-Basket Linked Securities of a Class will be as set out in the Final Terms for that Tranche of that Class of Equity-Basket Linked Securities.

(b) For any day following the Issue Date of the first Tranche of each Class of Equity-Basket Linked Securities, subject to various adjustments as detailed in (d) below, the Equity Entitlement for each Class of Equity-Basket Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{EE(i,t) = \sum IEE_{(i,j,t)}}$$

Where:

EE	refers to the Equity Entitlement;
i	refers to the relevant Class of Equity-Basket Linked Security;
j	refers to each Share comprised in the Equity Entitlement for the relevant Class of Equity-Basket Linked Securities on day t;
t	refers to the applicable day (with t-1 being the previous day); and
$IEE_{(i,j,t)}$	is the Individual Equity Entitlement for each Share comprised in the Equity Entitlement for the relevant Class of Equity-Basket Linked Securities on day t, calculated pursuant to the formula set out in (c) below.

(c) For any day following the Issue Date of the first Tranche of each Class of Equity-Basket Linked Securities, subject to various adjustments as detailed in (d) below, the Individual Equity

Entitlement in respect of each Share comprising the Equity Entitlement for an Equity-Basket Linked Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level in accordance with the following formula:

$$\boldsymbol{IEE_{(i,j,t)} = IEE_{(i,j,t-1)} \times \left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)}\right] \times \left(1 - WA_{(i,j,t-1)}\right)}$$

Where:

i	refers to the relevant Class of Equity-Basket Linked Security;
j	refers to each Share comprising the Equity Entitlement in respect of that Class of Equity-Basket Linked Securities on day t;
t	refers to the applicable day (with t-1 being the previous day);
$IEE_{(i,j,t)}$	is the Individual Equity Entitlement for each Share comprising the Equity Entitlement in respect of that Class of Equity-Basket Linked Securities for day t;
$IEE_{(i,j,t-1)}$	is the Individual Equity Entitlement for each Share comprising the Equity Entitlement in respect of that Class of Equity-Basket Linked Securities on the day preceding day t;
$TER_{(i,t)}$	means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;
$CA_{(i,j,t)}$	is the per annum Capital Adjustment Factor in respect of each Share comprising the Equity Entitlement in respect of that Class of Equity-Basket Linked Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050);
$WA_{(i,j,t)}$	is the Weight Adjustment Factor applicable in respect of each Share comprising the Equity Entitlement in respect of that Class of Equity-Basket Linked Securities on day t (which shall be zero in respect of any Equity-Basket Linked Securities, on any day that is not a Rebalancing Date);
$WA_{(i,j,t-1)}$	is $WA_{(i,j,t)}$ on the day preceding day t; and
N	means 365 (or 366 when the relevant calendar day is in a leap year).

(d) For any day following the Issue Date of the first Tranche of each Class of Equity-Basket Linked Securities, subject to various adjustments as detailed in (e) below, the Individual Equity Entitlement in respect of each Share comprising the Equity Entitlement for an Equity-Basket Linked Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{IEE_{(i,j,t)} = IEE_{(i,j,t-1)} \times \left(\left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)}\right] \times \left(1 - Coupon_{(i,j,CPD)}\right)^{n/N}\right) \times \left(1 - WA_{(i,j,t-1)}\right)}$$

where, in addition to the definitions set out above, the following definitions shall apply:

CPD	refers to a coupon payment date (as specified in the Final Terms);
Coupon	refers to, if the business day t is equal to a CPD, the percentage level specified in the Final Terms or, if the business day t is not a CPD, 0 per cent;
n	refers to the number of calendar days from and excluding the immediately preceding CPD to and including the current CPD;

Coupon Business Day Convention means modified following; and

Coupon Business Day shall have the meaning as further specified in the Final Terms.

(e) The Equity Entitlement or Individual Equity Entitlement, as applicable, set out above may be subject to the adjustments based on the following:

(i) Condition 7 (*REBALANCING OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V; and/or

(ii) Condition 18.3 (*Further Securitites; Other Pools; Transfers To New Pools*) of the General Terms and Conditions; and/or

(iii) a Permanent Adjustment.

3. REDEMPTION OF EQUITY-BASKET LINKED SECURITIES

3.1 Entitlement on Redemption

Each Equity-Basket Linked Security shall carry:

(a) a right on an Optional Redemption under Condition 3 (*REDEMPTION OF EQUITY-BASKET LINKED SECURITIES)* of this Issue Specific Option V:

(i) if Physical Redemption applies, to delivery of Underlying Assets in the Redemption Amount in accordance with the Redemption Delivery Procedures; and

(ii) if Cash Redemption applies, to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures,

on the applicable Optional Redemption Settlement Date;

(b) a right on a Compulsory Redemption under Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option V to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures on the applicable Compulsory Redemption Settlement Date.

3.2 Redemptions by Authorised Participants

A Securityholder who is also an Authorised Participant may require the Issuer to effect an Optional Redemption of Equity-Basket Linked Securities in accordance with Condition 8.2 (*Redemption by Authorised Participants*) of the General Terms and Conditions.

Physical Redemption shall apply to all Optional Redemptions by a Securityholder who is also an Authorised Participant save that Cash Redemption will apply in the circumstances specified in Condition 3.6(a)(ii) (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option V.

3.3 Redemptions by Non-AP Securityholders

A Non-AP Securityholder may require the Issuer to effect an Optional Redemption of Equity-Basket Linked Securities in accordance with Condition 8.3 (*Redemption by Non-AP Securities*) of the General Terms and Conditions. Cash Redemption shall apply to all Optional Redemptions by a Non-AP Securityholder to the extent the relevant Non-AP Securityholder has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset.

3.4 Redemption Notice

(a) In addition to the requirements as set out at Condition 8.4 (*Redemption Form*) of the General Terms and Conditions, in the case of a Non-AP Securityholder, a Redemption Form must specify a Securityholder Account.

(b) If the Redemption Form does not meet the requirements of Condition 3.4(a) (*Redemption*

Notice) of this Issue Specific Option V, then the Redemption Form shall be invalid.

3.5 **Delivery of Shares upon Optional Redemption**

(a) Where Equity-Basket Linked Securities of a Class held by a Securityholder are required to be Redeemed by Physical Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such Equity-Basket Linked Securities, instruct the relevant Custodian(s) to transfer the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such Equity-Basket Linked Securities in an amount equal to the Redemption Amount with respect to those Equity-Basket Linked Securities, from the relevant Secured Custody Accounts to the relevant Securityholder Account, to be delivered to such account on the Optional Redemption Settlement Date.

(b) From the Optional Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount in respect of each Equity-Basket Linked Security shall pass to the holder of such Equity-Basket Linked Securities. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Custodian to effect a delivery of Underlying Assets in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Securityholder its claims in relation to such Underlying Assets in satisfaction of all claims of such Securityholder in respect of the Equity-Basket Linked Securities to be Redeemed and the Securityholder shall have no further claims against the Issuer, the Trustee or the Secured Property.

(c) The obligations of the Issuer in respect of Equity-Basket Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option V.

3.6 **Payment of Cash upon Optional Redemption**

(a) Cash Redemption will apply if:

(i) a Non-AP Securityholder Redeems all or part of its holding of Securities and has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset in accordance with Condition 8.3(a) (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions;

(ii) in case of an AP Securityholder, the Underlying Asset(s) to which the Securityholder is entitled on Redemption is not successfully delivered to the Securityholder (unless this results from the fault of the Issuer) and is not claimed by such Securityholder by the 30th calendar day after the Redemption Settlement Date (whereupon the Equity Entitlement per Security will be determined as of the first Business Day following the expiry of such 30 day period).

(b) Where Equity-Basket Linked Securities are required to be Redeemed by Cash Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such Equity-Basket Linked Securities sell the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such Equity-Basket Linked Securities in an amount equal to the product of (i) the Equity Entitlement of an Equity-Basket Linked Security of such Class; and (ii) the number of Equity-Basket Linked Securities subject to Redemption.

(c) The Issuer will transfer the aggregate Redemption Amount with respect to the Equity-Basket Linked Securities on the Optional Redemption Settlement Date to the relevant Securityholder by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder.

(d) The obligations of the issuer in respect of Equity-Basket Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option V.

3.7 **Suspension of Redemptions**

If on any Valuation Date (a "**Threshold Event Date**") the Issuer determines that the prevailing market value of the Equity Entitlement in respect of an Equity-Basket Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such an Equity-Basket Linked Security specified in the relevant Final Terms:

(i) the Issuer may at any time after the Threshold Event Date, for so long as the Issuer determines that the prevailing market value of the Equity Entitlement of an Equity-Basket Linked Security of that Class continues to be less than the percentage level of the Principal Amount of an Equity-Basket Linked Security of that Class specified in the relevant Final Terms, suspend the right to request redemption of such Equity-Basket Linked Securities pursuant to Condition 3 (*REDEMPTION OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V; and

(ii) the Issuer shall give notice convening a meeting of Securityholders of such Class on a date not more than 30 calendar days after the Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of an Equity-Basket Linked Security of that Class to an amount the Issuer determines in its discretion.

Subject as provided in Condition 3 (*REDEMPTION OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V, the Issuer may at its discretion terminate any such suspension at any time.

3.8 **Suspension of Optional Redemptions**

The following provisions shall apply where Optional Redemptions have been suspended:

(a) Agreed Pricing may continue;

(b) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the parties to the Programme Documents and, where Securityholders other than Authorised Participants are entitled to redeem Equity-Basket Linked Securities pursuant to Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions, the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;

(c) any such suspension may continue for a period of up to 60 days, and may continue thereafter at the discretion of the Issuer in the case of a suspension pursuant to Condition 3.9 (*Disruption Events*) of this Issue Specific Option V, if the Extraordinary Resolution referred to in Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option V above has not been passed; and

(d) any suspension that has been implemented in accordance with Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option V shall not affect any redemption pursuant to an Redemption Form, received (or deemed to have been received) on a prior date to that on which the suspension commenced, but any Redemption Form in respect of Equity-Basket Linked Securities submitted or deemed to be received on a Valuation Date when the right to request redemption of the Equity-Basket Linked Securities pursuant to Condition 3 (*REDEMPTION OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V is suspended pursuant to this Condition 3.9 (*Disruption Events*) of this Issue Specific Option V shall be invalid.

3.9 **Disruption Events**

The Issuer 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 with respect to a Class of Equity-Basket Linked Securities (each such event a "**Disruption Event**"):

(a) Trading Disruption;

(b) Service Provider Disruption - Custodian;

(c) Secured Accounts Disruption;

(d) Calculation Disruption; and/or

(e) Adjustment Events.

3.10 **Determination of Disruption Events and Suspension**

(a) If the Issuer determines that a Disruption Event has occurred or exists with respect to a Class of Equity-Basket Linked Securities on any day, it may (but shall not be obliged to) by the immediately following Business Day give notice of the postponement and/or suspension of:

(i) any validated and/or non-validated Subscription and/or Redemption Orders and any request for the Redemption of Equity-Basket Linked Securities of such Class;

(ii) the settlement of any Redemption of Equity-Basket Linked Securities of such Class; and/or

(iii) any Compulsory Redemption Settlement Date, Optional Redemption Settlement Date and/or delivery of any of the Shares or the payment of any amount in connection therewith,

to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), 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 and/or events set out in Conditions 3.10(a)(i) to 3.10(a)(iii) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option V will be postponed and/or suspended on such Suspended Day or during such Suspended Period, as applicable (and, in determining this, the Issuer shall consider whether the relevant Disruption Event would disrupt the actions required to be performed by it, the Management and Determination Agent, any Authorised Participant and/or any other Programme Party in connection with Redemption of Equity-Basket Linked Securities, and/or any Compulsory Redemption of the Equity-Basket Linked Securities),

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

In addition, if the Issuer determines that a Secured Accounts Disruption has occurred or exists with respect to a Class of Equity-Basket Linked Securities on any day, it may (but shall not be obliged to) by the Business Day immediately following a definitive determination give notice of a Permanent Adjustment to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), specifying the amount of that Permanent Adjustment.

(b) The Issuer is not under any obligation to monitor whether or not a Disruption Event has occurred or is continuing with respect to a Class of Equity-Basket Linked Securities on any day unless a Suspension Notice has been given in respect of a Suspension Period in which case the Issuer'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 at the end of the Suspension Period in accordance with Condition 3.10(a) (*Determination of*

Disruption Events and Suspension) of this Issue Specific Option V). The Issuer shall have no liability to the Trustee, any Custodian, any Securityholder, any Authorised Participant or any other person for any determination or non-determination that it makes in respect of the occurrence or existence of a Disruption Event.

(c) The Issuer shall, as soon as reasonably practicable after receipt by it of a Suspension Notice give notice thereof to the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

3.11 **Postponement relating to the Redemption of the Equity-Basket Linked Securities**

(a) If, in respect of a Disruption Event, the Issuer has specified in the related Suspension Notice that the Compulsory Redemption Settlement Date, Final Redemption Date and/or Optional Redemption Settlement Date (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 30th Business Day following such Disruption Postponable Date, the Issuer, acting in good faith and in consultation with the Management and Determination Agent, may determine an appropriate method for Redeeming the Equity-Basket Linked Securities and determining the Final Redemption Date and/or Optional Redemption Settlement Date, as applicable, for the purposes of such redemption of such Equity-Basket Linked Securities (a "**Disrupted Redemption Method**"). For the avoidance of doubt, (i) if multiple days are specified as Disruption Postponable Dates, such Disruption Postponable Dates shall be deemed to have been postponed consistently to ensure that the same number of days passes between these multiple days as would pass if no Disruption Event had occurred, and (ii) if any Disruption Postponable Date is postponed in accordance with this Issue Specific Option V, 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.

(b) The Issuer shall, as soon as reasonably practicable following determination of any Disrupted Redemption Method, notify each Programme Party and the Securityholders of the details of such Disrupted Redemption Method in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

(c) No additional amount shall be payable or deliverable to any Authorised Participant or any Securityholder in connection with any postponement to the timing, or any amendment to the method, in each case in accordance with Condition 3.11(a) (*Postponement relating to the Redemption of the Equity-Basket Linked Securities*) of this Issue Specific Option V, of Compulsory Redemption or Optional Redemption of the Equity-Basket Linked Securities.

3.12 **Timings for Redemption of the Equity-Basket Linked Securities**

A Redemption Form that is lodged by the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as lodged on that Business Day. A Redemption Form that is lodged after the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as having been lodged on the following Business Day.

4. COMPULSORY REDEMPTION BY THE ISSUER

In relation to all Compulsory Redemptions to be effected in accordance with the Conditions and this Issue Specific Option V, the Issuer will, on:

(a) the Compulsory Cash Redemption Sale Date (in the case of Redemption pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*) of the General Terms and Conditions); or

(b) the Compulsory Redemption Notice Date (in the case of Redemption pursuant to Condition 9.2 (Compulsory Redemption Events) of the General Terms and Conditions, Condition 9.3

(*Compulsory Redemption for cause*) of the General Terms and Conditions or Condition 9.5 (*Compulsory Redemption on Event of Default*) of the General Terms and Conditions),

sell the Underlying Asset(s) attributable to or forming part of the Secured Property in respect of the Equity-Basket Linked Securities subject to such Compulsory Redemption in an amount equal to the product of (i) the Equity Entitlement of an Equity-Basket Linked Security of such class, and (ii) the number of Equity-Basket Linked Securities subject to Compulsory Redemption, calculated as at the Compulsory Redemption Settlement Date.

The Issuer will transfer the Redemption Amount to the relevant Securityholder on the Compulsory Redemption Settlement Date by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder subject to the Securityholder having delivered the Underlying Assets being Redeemed to the Issuer by either depositing them into an appropriate Relevant Clearing System account (as directed by the Issuer) and giving correct delivery free of payment instructions in a Relevant Clearing System or delivering the certificates in respect of them to the Issuer (or otherwise having delivered such Equity-Basket Linked Securities to the Issuer by agreement with the Issuer) provided that (if applicable) the Securityholder has made Acceptable Delivery.

The obligations of the Issuer in respect of Equity-Basket Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition.

5. REDEMPTION DEDUCTIONS

5.1 On a Redemption of Equity-Basket Linked Securities at the request of a Securityholder, the aggregate amount of the Redemption Deductions (which shall be calculated in respect of each Share comprising the Equity Entitlement in respect of an Equity-Basket Linked Security) shall be notified to the Securityholder at the time that the Redemption Amount is paid to the Securityholder.

5.2 On a Compulsory Redemption of Equity-Basket Linked Securities by the Issuer, the Issuer shall notify the Class of Securityholders whose Equity-Basket Linked Securities are subject to Compulsory Redemption of the aggregate amount of the Redemption Deductions, and their allocation to particular Securityholders pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions.

6. AMENDMENTS TO ISSUE SPECIFIC OPTION V

This issue Specific Option V may be amended in accordance with the Trust Deed and the Conditions. Any amendment to this Issue Specific Option V will be notified to Securityholders by notice under Condition 20 (*NOTICES*) of the General Terms and Conditions, and shall not take effect until at least 30 days following such announcement, save that (i) a reduction in any fees and (ii) minor technical amendments which, in the opinion of the Trustee, are not materially prejudicial to the interests of the Securityholders may take effect on announcement.

7. REBALANCING OF EQUITY-BASKET LINKED SECURITIES

7.1 The Equity Entitlement shall be adjusted as provided in Condition 7 (*REBALANCING OF EQUITY-BASKET LINKED SECURITIES*) (a "**Rebalancing**") of this Issue Specific Option V.

7.2 A Rebalancing may at the election of the Issuer take place following the occurrence of a Rebalancing Basket Disruption Event or if the Issuer, acting in good faith and in a commercially reasonable manner, determines that a Rebalancing is desirable to restore the initial weightings of the basket components or to otherwise adjust the weightings of the basket components or the composition of the basket in accordance with the objective of the basket or (a "**Voluntary Rebalancing**").

7.3 The Issuer shall endeavour to provide holders of Equity-Basket Linked Securities with notice of a Voluntary Rebalancing not less than 5 Business Days prior to the expected Rebalancing Date of that Voluntary Rebalancing.

7.4 The Issuer shall on the Rebalancing Date(s) try to match (to the extent reasonably practicable) the proportions of the Share held in respect of the relevant Equity-Basket Linked Security to the Weights,

which may include the addition of a new type of Share subject to that Share being accepted by a Custodian for custody under the relevant Custody Agreement.

7.5 The Issuer shall accordingly adjust the Equity Entitlement of a Class of Equity-Basket Linked Securities in existence to correspond, to the extent possible, to the number, quantity and type of Shares held in respect of such Class of Equity-Basket Linked Securities immediately following the Rebalancing by applying the Weight Adjustment Factor. If, for whatever reason, the Issuer is unable (in good faith) to calculate the Weight Adjustment Factor, such as in circumstances where the trading activities referenced in Condition 7.4 (*REBALANCING OF EQUITY-BASKET LINKED SECURITIES*) of this Issue Specific Option V above have not completed or settled in full, then the calculation of the Equity Entitlement may be postponed until the Weight Adjustment Factor is able to be calculated by the Issuer.

7.6 No money shall be payable by the Issuer to Securityholders, or by Securityholders to the Issuer, in respect of a Rebalancing.

6.3 Issue Specific Option VI: Equity-Index Linked Securities

DEFINITIONS

For the purposes of this Issue Specific Option VI, as it applies to a Class of Securities that are linked to an individual underlying Share and that are "**Equity-Index Linked Securities**", terms defined in the Conditions have the meanings given to them in the Conditions unless otherwise defined in this Issue Specific Option VI.

The following terms have the meanings given to them below:

"**Adjustment Event**" means any of the following events or circumstances occur in relation to one or several of the Shares:

(a) an Equity Disruption Event;

(b) any Tender Offer;

(c) a Nationalisation;

(d) a Merger Event;

(e) an Insolvency Event;

(f) a Delisting; and

(g) an Index Disruption Event (other than when a Rebalancing Index Disruption Event occurs) or change in the legal and regulatory status of the Index;

"**Asset Entitlement**" means as at any date and in relation to an Equity-Index Linked Security of a Class, the Equity Entitlement and/or payment of any other amount due and less the Redemption Deductions, if applicable, subject to a Permanent Adjustment;

"**Base Currency Equivalent**" means in respect of any amount denominated in the Base Currency, such Base Currency amount and in respect of any amount denominated in a currency other than the Base Currency (the "**Non-Base Currency**"), the amount in the Base Currency determined by the Issuer as being required to purchase such amount of such Non-Base Currency with the Base Currency as at the date of calculation at the rate equal to the spot rate of exchange for the purchase of the Non-Base Currency with the Base Currency available to the Issuer from a foreign exchange broker selected by the Issuer in good faith;

"**Calculation Disruption**" means that the Issuer, acting in good faith, is unable to calculate the Equity Entitlement for that Class of Equity-Index Linked Securities (including, without limitation, if it is not possible to determine the Weight Adjustment Factor in respect of a Rebalancing Date);

"**Capital Adjustment Factor**" means in respect of a Class of Equity-Index Linked Securities, an amount determined by the Issuer that represents fees, expenses and, if "Dividend Payments" is specified as applicable in the relevant Final Terms, distributions or deductions that may arise or be levied by various counterparties, service providers or market participants in connection with the provision of the Programme in respect of that Class of Equity-Index Linked Securities, including but not limited to:

(a) any fees and costs associated with maintaining the Class of Equity-Index Linked Securities;

(b) any fees and costs payable in respect of custody or insurance with respect to the Underlying Assets attributable or forming part of the Secured Property relating to such Class;

(c) any transaction costs;

(d) extraordinary events that may arise with respect to the Underlying Assets, Class of Equity-Index Linked Securities or Index, and

(e) a proportion of the cash amounts received by the Issuer as in connection with the payment of cash dividends and/or other distributions relating to the Shares (if and as "Dividend Payments" is specified as applicable in the relevant Final Terms))

as such amount may be adjusted from time to time;

"**Cash Redemption**" means, if permitted under Condition 3 (*REDEMPTION OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI, in relation to the Redemption of any Equity-Index Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VI;

"**Compulsory Cash Redemption**" means in relation to the Compulsory Redemption of any Equity-Index Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VI;

"**Compulsory Cash Redemption Sale Date**" in relation to any Equity-Index Linked Securities means the second Valuation Date following the Final Redemption Date, or such other Valuation Date(s) as may otherwise be determined by the Issuer, acting reasonably to facilitate an orderly Compulsory Redemption;

"**Compulsory Redemption Notice Date**" means in relation to any Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition and in relation to any Redemption pursuant to Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition;

"**Currency Business Day**" means in respect of a Class of Equity-Index Linked Securities, a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Base Currency or, in the case of euros, a TARGET Settlement Day;

"**Custodial Account**" means the custodial account of the Securityholder which will be held with a Custodian in the name of the Securityholder and used to receive or send Shares;

"**Custodian**" means in relation to any Class of Equity-Index Linked Securities, any person(s) specified in the Final Terms;

"**Custody Agreements**" means the custody agreement between the Custodian and the Issuer entered into on or before the date of the relevant Final Terms and such other custody agreement as may be entered into between the Issuer and Custodian;

"**Delisting**" means that an exchange, on which the Shares are listed, announces that pursuant to the rules of such exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on such exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the exchange (or, where the exchange is within the European Union, in any member state of the European Union);

"**Equity Disruption Event**" means any of the following events in relation to one or several of the Shares comprised in the Index as determined by the Issuer in its reasonable discretion:

(a) the Shares are reclassified or the Share Company is acquired by, or aggregated into, another fund, depositary bank, pooled investment vehicle, collective investment scheme, partnership, trust or other similar legal arrangement, whose mandate, risk-profile and/or benchmarks are different from the mandate, risk-profile and/or benchmark of the Share Company as stated as of the Issue Date;

(b) there is a material change in the Share Company, the constitutional documents of the Share Company, the mandate, risk profile or investment guidelines or objectives of the Share Company as stated as of the Issue Date (whereby such material change in the Share Company may arise, without limitation, due to a corporate split-up);

(c) the director, trustee and/or investment manager of the Share Company, in accordance with the provisions of the constitutional documents of the Share Company, requires the Issuer to redeem or transfer such Shares held by the Issuer or its affiliates or if they were the holders of such Shares;

(d) the currency denomination of the Shares is amended in accordance with the constitutional documents of the Share Company;

(e) any change in the regulatory or tax treatment applicable to the Share Company or the Shares, as applicable, which could have a material effect on the value of the Shares or the rights or remedies of any investor in the Shares;

(f) any change in the treatment of the Shares under section 871(m) of the Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended;

(g) in relation to the events (a) to (e) above, there is an announcement by or on behalf of the Share Company or by an exchange on which the Shares are listed that such an event will occur; or

(h) an illegality occurs or the relevant authorisation or licence is revoked in respect of the directors, the trustee and/or the investment manager of the Share Company and/or the Share Company;

"**Equity Entitlement**" means as at any date and in relation to an Equity-Index Linked Security of a Class, the amount(s) of the Underlying Asset(s) determined in accordance with Condition 2 (*EQUITY ENTITLEMENT*) of this Issue Specific Option VI, subject to a Permanent Adjustment;

"**Equity Equivalent**" means

(i) in respect of an Underlying Asset and any amount denominated in the Shares of such Underlying Asset, such amount of such Shares; and

(ii) in respect of an Underlying Asset and any amount denominated in shares other than the Shares of such Underlying Asset (the "**Share Equivalent**") or in a fiat currency (the "**Fiat Currency Equivalent**"), the amount in the Shares of that Underlying Asset determined by the Issuer as being required to purchase such amount of such Share Equivalent or Fiat Currency Equivalent,

with the Shares of the Underlying Asset as at the date of calculation at the rate equal to the spot price for the purchase of the Share Equivalent or Fiat Currency Equivalent with the Shares of the Underlying Asset available to the Issuer from a broker or stock exchange selected by the Issuer in good faith;

"**Equity-Index Linked Securities**" means securities linked to several underlying Shares of a Class specified in the relevant list in Schedule 7 (*Class of Equity-Index Linked Securities*) of the Trust Deed and any other category of Equity-Index Linked Securities that may be constituted from time to time;

"**Execution Cost**" means a sum that may be charged by the Issuer reflecting costs, expenses or fees actually incurred by the Issuer in connection with a sale or the transfer of the Shares, which may include without limitation:

(a) the costs of enquiries under Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) of the General Terms and Conditions;

(b) the cost of giving notices under Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) of the General Terms and Conditions being not greater than $500;

(c) any costs incurred by the Issuer, the Custodian(s) or any of the Issuer's agents as part of a sale or purchase of Shares;

(d) any banking fees or costs incurred as part of transfer of cash or Shares between accounts of the Issuer and/or any Securityholder;

(e) costs incurred as part of currency conversions which may be necessary to facilitate Redemption;

(f) fees which are incurred as part of transfer of the Shares from one Custodial Account to another Custodial Account;

(g) any costs, fees and expenses of the Trustee incurred in relation to enforcing its security and taking any steps required as a part of a sale, a purchase or the transfer of Shares;

(h) any costs determined by the Issuer and/or the Management and Determination Agent to be part of Execution Costs;

(i) any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax; or

(j) such other amounts as may be Notified pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions;

"**Existing Securities**" shall have the meaning set out in Condition 8 below;

"**Index**" means, in respect of a Class of Equity-Index Linked Securities, the Index specified as such in the Final Terms;

"**Index Sponsor**" means, in respect of an Index and a Class of Equity-Index Linked Securities, the Index Sponsor specified as such in the Final Terms relating to a Class of Equity-Index Linked Securities;

"**Index Cancellation**" means in respect of an Index, the Index Sponsor in respect of that Index permanently cancels such Index and/or the Issuer permanently loses the licence to use the Index;

"**Index Disruption**" means in respect of an Index on any Valuation Date, the Index Sponsor fails to calculate and announce such Index;

"**Index Disruption Event**" means an Index Cancellation, Index Disruption and/or Index Modification;

"**Index Modification**" means in respect of an Index that the Index Sponsor announces that it shall make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent assets and capitalisation and other routine events);

"**Individual Equity Entitlement**" or "**IEE**" shall have the meaning set out in Condition 2.1 below;

"**Insolvency Event**" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company, (A) all the Shares of the Share Company are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of the Share Company become legally prohibited from transferring them, or (C) the Share Company has been liquidated or terminated or does no longer exist;

"**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer;

"**Merger Event**" means any change offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the respective Merger Date is on or before the Final Trading Date;

"**Nationalisation**" means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

"**New Securities**" shall have the meaning set out in Condition 8 below;

"**Optional Redemption Settlement Date**" means in respect of an Optional Redemption:

(a) if Physical Redemption applies, the second Valuation Date following the applicable Redemption Notice

Date, provided that if the Issuer determines, acting reasonably, that the relevant Shares will not be deposited in the relevant Securityholder Account on such date, the Optional Redemption Settlement Date will be such later date which is a Valuation Date on which settlement is completed; and

(b) if Cash Redemption applies, the second Payment Business Day following the date on which the Issuer has received in full cleared funds in an Issuer Cash Account the proceeds of the sale of the relevant Underlying Asset in respect of the Equity-Index Linked Securities;

"**Physical Redemption**" means in relation to the Redemption of any Equity-Index Linked Securities, settlement of the Redemption Obligations in respect thereof by delivery of the relevant Underlying Assets in accordance with Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option VI;

"**Rebalancing**" means an adjustment to the Equity Entitlement of a Class of Equity-Index Linked Securities, in accordance with Condition 7 (*REBALANCING OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI;

"**Rebalancing Date**" means:

(a) In respect of a Required Rebalancing, the date(s) on which the Index rebalances in accordance with its methodology, or if such date is not a Valuation Date, the following Valuation Date; and

(b) in respect of a Voluntary Rebalancing, the date(s) so notified to Securityholders by the Issuer,

and the period during which such Rebalancing takes place, being the "**Rebalancing Period**";

"**Rebalancing Index Disruption Event**" means the occurrence of an Index Disruption Event that the Issuer, acting in good faith and in a commercially reasonable manner, determines necessitates an adjustment to the Equity Entitlement in respect of a Class of Equity-Index Linked Securities pursuant to the Voluntary Rebalancing in accordance with Condition 7 (*REBALANCING OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI;

"**Redemption**" means the redemption of Equity-Index Linked Securities by the Issuer in accordance with the Conditions (and "**Redeem**" shall be construed accordingly);

"**Redemption Amount**" means, with respect to an Optional Redemption or Compulsory Redemption of Equity-Index Linked Securities of a Class, as applicable, and a Securityholder,

(a) in the case of a Physical Redemption:

(i) the product of:

(A) the Equity Entitlement with respect to Shares Linked Security of that Class; and

(B) the number of Equity-Index Linked Securities subject to the Optional Redemption or Compulsory Redemption, as applicable, held by that holder,

less

(ii) the aggregate of the Equity Equivalent of the Redemption Deductions in respect of each of the Shares comprising the Equity Entitlement of the Equity-Index Linked Securities of that Class held by that Securityholder,

(b) in the case of a Cash Redemption or a Compulsory Cash Redemption:

(i) the quotient of:

(A) the aggregate of the Base Currency Equivalent of the net proceeds actually realised from of the sale of an amount of Underlying Assets attributable or forming part of the Secured Property equal to the Equity Entitlement of the Equity-Index Linked Securities of that Class that are subject to Cash Redemption or Compulsory Cash Redemption (as the case may be); and

(B) the proportion of Equity-Index Linked Securities of such Class held by such

Securityholder and subject to Cash Redemption or Compulsory Cash Redemption (as the case may be) relative to the total number of Equity-Index Linked Securities of such Class that are subject to Cash Redemption or Compulsory Cash Redemption;

less

(ii) the aggregate of the Base Currency Equivalent of the Redemption Deductions in respect of each of the Shares comprising the Equity Entitlement of the Equity-Index Linked Securities of that Class held by that Securityholder,

in each case, calculated as at the Optional Redemption Settlement Date or Compulsory Redemption Settlement Date, as applicable, and to the precision as specified by the Delivery Precision Level,

taking into account any Permanent Adjustment, and

in each case unless "**Agreed Pricing**" is applicable, whereby, in such case, the Redemption Amount shall be the amount equal to the Asset Entitlement, (i) as previously agreed between the relevant Authorised Participant and the Issuer, (ii) as determined in accordance with (a) above in the case of Physical Redemption, or (b) above in the case of Cash Redemption and (iii) in each case taking into account the interests of Securityholders and in a commercially reasonable manner;

"**Redemption Deductions**" means the Execution Costs and/or any other applicable fees in connection with the redemption of Equity-Index Linked Securities as may be specified in accordance with the Conditions and this issue Specific Option VI;

"**Redemption Delivery Procedures**" means the physical redemption as set out in Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option VI;

"**Redemption Notice Date**" means a Business Day on which a valid Redemption Form is received provided that a Redemption Form received after such time as set out in the Operating Memorandum on a Business Day will be treated as having been received on the next Business Day;

"**Redemption Obligations**" means the obligation of the Issuer on Redemption of an Equity-Index Linked Security to deliver the relevant Underlying Asset(s) (or if applicable, make payment) to the relevant Securityholder in accordance with the Conditions;

"**Redemption Payment Procedures**" means (i) in the case of Cash Redemption, as set out at Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VI, or (ii) in the case of Compulsory Cash Redemption, as set out at Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VI, as applicable;

"**Register**" means with respect to each Class of Equity-Index Linked Securities, the register of Securityholders of that class kept and maintained by the Registrar;

"**Registrar**" means with respect to a Class of Equity-Index Linked Securities, such person as may be appointed by the Issuer from time to time to maintain the Register;

"**Required Rebalancing**" means, with respect to an Equity-Index Linked Security, a Rebalancing necessitated by and carried out in conjunction with a rebalancing of the Index, as set out in Condition 7.2 of this Issue Specific Option VI (*REBALANCING OF EQUITY- INDEX LINKED SECURITIES*);

"**Secured Custody Accounts**" means, with respect to an Equity-Index Linked Security, an account or accounts, being the custodial account to which the Shares for such Equity-Index Linked Security are deposited, in each case established in the name of the Issuer with the Custodians pursuant to the Custody Agreements;

"**Securityholder Account**" means:

(a) in relation to any Equity-Index Linked Securities to be Redeemed by Physical Redemption, a Custodial Account;

(b) in relation to any payment specified to be due by the Issuer to a Securityholder under the conditions of this Issue Specific Option, an account in the currency of the relevant Base Currency,

which, in the case of an Authorised Participant, shall be notified in writing for such purposes by the Authorised Participant to the Issuer and the Trustee from time to time, and in the case of a Securityholder who is not an Authorised Participant, shall be as specified in the Redemption Form.

"**Share**" means any of the shares comprised in the Index specified as Underlying Asset in the Final Terms and "**Shares**" shall be construed accordingly;

"**Share Company**" means the respective company which issued the Shares;

"**Suspended Day**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VI;

"**Suspension Period**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VI (and "**Suspended Period**" shall be construed accordingly);

"**Threshold Redemption Event**" occurs if on any Business Day falling on or after the 60th calendar day following a Threshold Event Date, the market value (as determined by the Issuer) of the Equity Entitlement per Equity-Index Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such Securities specified in the relevant Final Terms;

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company, as determined by the Issuer, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Issuer deems relevant;

"**Tracking Error**" means the divergence between the performance of a Class of Equity-Index Linked Securities and the performance of the specified Index;

"**Underlying Asset(s)**" has the meaning given to it in the Final Terms for the relevant Class of Equity-Index Linked Securities;

"**Valuation Date**" means with respect to a Class of Equity-Index Linked Securities, a day which is a (i) Business Day, (ii) a Relevant Clearing System Business Day (iii) a day on which the relevant Underlying Asset(s) can be traded in the relevant market and (iv) a day on which the relevant Custodian(s) is/are open for dealings in the Underlying Assets, or as may otherwise be set out on the Issuer's Website;

"**Voluntary Rebalancing**" means a Rebalancing other than a Required Rebalancing, which may be triggered (without limitation) (i) upon the Issuer, acting in good faith and in a commercially reasonable manner determining that a Rebalancing is desirable to help reduce the Tracking Error with the Index; or (ii) following the occurrence of a Rebalancing Index Disruption Event, as set out in Condition 7.2 (*REBALANCING OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI, whereby, in case of an Index Cancellation, this shall include the substitution of the Index with an economically comparable Index provided by another Index Sponsor;

"**Weight Adjustment Factor**" means, in respect of a Class of Equity-Index Linked Securities and a relevant day, an amount determined by the Issuer that represents a change in the Individual Equity Entitlement for a Share comprised in the Equity Entitlement for that Class of Equity-Index Linked Securities to reflect the quantities of such Share held in respect of the Equity-Index Linked Securities following a Rebalancing (as described in A Condition 7 (*REBALANCING OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI (which includes execution costs, slippage and other costs involved in the Rebalancing), which shall be zero on any day other than a Rebalancing Date; and

"**Weights**" means, for a Required Rebalancing and a Voluntary Rebalancing, the effective percentage weights of the Equity-Index Linked Securities in the Index derived by the Issuer for the purposes of that Required Rebalancing or Voluntary Rebalancing.

1. STATUS OF PHYSICAL EQUITY-INDEX LINKED SECURITIES

1.1 Equity-Index Linked Securities do not bear interest and have no final maturity date.

1.2 The Issuer shall at all times publish on the Issuer's Website the Classes of Equity-Index Linked Securities which are in issue or available to be issued.

2. EQUITY ENTITLEMENT

2.1 Each Class of Equity-Index Linked Security will have a separate Equity Entitlement as follows:

(a) The initial Equity Entitlement on the Issue Date for the first Tranche of Equity-Index Linked Securities of a Class will be as set out in the Final Terms for that Tranche of that Class of Equity-Index Linked Securities.

(b) For any day following the Issue Date of the first Tranche of each Class of Equity-Index Linked Securities, subject to various adjustments as set out in (d) below, the Equity Entitlement for each Class of Equity-Index Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\mathbf{EE}(\boldsymbol{i},\boldsymbol{t}) = \sum \boldsymbol{IEE}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t})}$$

*W*here:

EE	refers to the Equity Entitlement;
i	refers to the relevant Class of Equity-Index Linked Security;
j	refers to each Share comprised in the Equity Entitlement for the relevant Class of Equity-Index Linked Securities on day t;
t	refers to the applicable day (with t-1 being the previous day); and
$IEE_{(i,j,t)}$	is the Individual Equity Entitlement for each Share comprised in the Equity Entitlement for the relevant Class of Equity-Index Linked Securities on day t, calculated pursuant to the formula set out in (c) below.

(c) For any day following the Issue Date of the first Tranche of each Class of Equity-Index Linked Securities, subject to various adjustments as set out in (d) below, the Individual Equity Entitlement in respect of each Share comprising the Equity Entitlement for an Equity-Index Linked Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level in accordance with the following formula:

$$\boldsymbol{IEE}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t})} = \boldsymbol{IEE}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t}-\mathbf{1})} \times \left[\left(\mathbf{1} - \boldsymbol{TER}_{(\boldsymbol{i},\boldsymbol{t})}\right)^{\boldsymbol{1/N}} + \boldsymbol{CA}_{(\boldsymbol{i},\boldsymbol{t})}\right] \times \left(\mathbf{1} - \boldsymbol{WA}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t}-\mathbf{1})}\right)$$

Where:

i	refers to the relevant Class of Equity-Index Linked Security;
j	refers to each Share comprising the Equity Entitlement in respect of that Class of Equity-Index Linked Securities on day t;
t	refers to the applicable day (with t-1 being the previous day);
$IEE_{(i,j,t)}$	is the Individual Equity Entitlement for each Share comprising the Equity Entitlement in respect of that Class of Equity-Index Linked Securities for day t;
$IEE_{(i,j,t-1)}$	is the Individual Equity Entitlement for each Share comprising the Equity Entitlement in respect of that Class of Equity-Index Linked Securities on the day preceding day t;
$TER_{(i,t)}$	means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;

$CA_{(i,j,t)}$ is the per annum Capital Adjustment Factor in respect of each Share comprising the Equity Entitlement in respect of that Class of Equity-Index Linked Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050);

$WA_{(i,j,t)}$ is the Weight Adjustment Factor applicable in respect of each Share comprising the Equity Entitlement in respect of that Class of Equity-Index Linked Securities on day t (which shall be zero in respect of any Equity-Index Linked Securities, on any day that is not a Rebalancing Date);

$WA_{(i,j,t-1)}$ is $WA_{(i,j,t)}$ on the day preceding day t; and

N means 365 (or 366 when the relevant calendar day is in a leap year).

(d) For any day following the Issue Date of the first Tranche of each Class of Equity-Index Linked Securities, subject to various adjustments as detailed in (e) below, the Individual Equity Entitlement in respect of each Share comprising the Equity Entitlement for an Equity-Index Backed Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{IEE_{(i,t)} = IEE_{(i,t-1)} \times \left(\left[\left(1 - \boldsymbol{TER}_{(i,t)}\right)^{1/N} + \boldsymbol{CA}_{(i,t)}\right] \times \left(1 - \boldsymbol{Coupon}_{(i,j,CPD)}\right)^{n/N}\right) \times \left(1 - \boldsymbol{WA}_{(i,j,t-1)}\right)}$$

where, in addition to the definitions set out above, the following definitions shall apply:

CPD refers to a coupon payment date (as specified in the Final Terms);

Coupon refers to, if the business day t is equal to a CPD, the percentage level specified in the Final Terms or, if the business day t is not a CPD, 0 per cent;

n refers to the number of calendar days from and excluding the immediately preceding CPD to and including the current CPD;

Coupon Business Day Convention means modified following; and

Coupon Business Day shall have the meaning as further specified in the Final Terms.

(e) The Equity Entitlement or Individual Equity Entitlement, as applicable, set out above may be subject to the adjustments based on the following:

(i) Condition 7 (*REBALANCING OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI; and/or

(ii) Condition 18.3 (*Further Securities; Other Pools; Transfers To New Pools*) of the General Terms and Conditions; and/or

(iii) a Permanent Adjustment.

3. REDEMPTION OF EQUITY-INDEX LINKED SECURITIES

3.1 Entitlement on Redemption

Each Equity-Index Linked Security shall carry:

(a) a right on an Optional Redemption under Condition 3 (*REDEMPTION OF EQUITY-INDEX LINKED SECURITIES)* of this Issue Specific Option VI:

(i) if Physical Redemption applies, to delivery of Underlying Assets in the Redemption Amount in accordance with the Redemption Delivery Procedures; and

(ii) if Cash Redemption applies, to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures,

on the applicable Optional Redemption Settlement Date;

(b) a right on a Compulsory Redemption under Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VI to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures on the applicable Compulsory Redemption Settlement Date.

3.2 **Redemptions by Authorised Participants**

A Securityholder who is also an Authorised Participant may require the Issuer to effect an Optional Redemption of Equity-Index Linked Securities in accordance with Condition 8.2 (*Redemption by Authorised Participants*) of the General Terms and Conditions.

Physical Redemption shall apply to all Optional Redemptions by a Securityholder who is also an Authorised Participant save that Cash Redemption will apply in the circumstances specified in Condition 3.6(a)(ii) (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VI.

3.3 **Redemptions by Non-AP Securityholders**

A Non-AP Securityholder may require the Issuer to effect an Optional Redemption of Equity-Index Linked Securities in accordance with Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions. Cash Redemption shall apply to all Optional Redemptions by a Non-AP Securityholder to the extent the relevant Non-AP Securityholder has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset.

3.4 **Redemption Notice**

(a) In addition to the requirements as set out at Condition 8.4 (*Redemption Form*) of the General Terms and Conditions, in the case of a Non-AP Securityholder, a Redemption Form must specify a Securityholder Account.

(b) If the Redemption Form does not meet the requirements of Condition 3.4(a) (*Redemption Notice*) of this Issue Specific Option VI, then the Redemption Form shall be invalid.

3.5 **Delivery of Shares upon Optional Redemption**

(a) Where Equity-Index Linked Securities of a Class held by a Securityholder are required to be Redeemed by Physical Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such Equity-Index Linked Securities, instruct the relevant Custodian(s) to transfer the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such Equity-Index Linked Securities in an amount equal to the Redemption Amount with respect to those Equity-Index Linked Securities, from the relevant Secured Custody Accounts to the relevant Securityholder Account, to be delivered to such account on the Optional Redemption Settlement Date.

(b) From the Optional Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount in respect of each Equity-Index Linked Security shall pass to the holder of such Equity-Index Linked Securities. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Custodian to effect a delivery of Underlying Assets in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Securityholder its claims in relation to such Underlying Assets in satisfaction of all claims of such Securityholder in respect of the Equity-Index Linked Securities to be Redeemed and the Securityholder shall have no further claims against the Issuer, the Trustee or the Secured Property.

(c) The obligations of the Issuer in respect of Equity-Index Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of

Condition 3.5 (*Delivery of Shares upon Optional Redemption*) of this Issue Specific Option VI.

3.6 **Payment of Cash upon Optional Redemption**

(a) Cash Redemption will apply if:

(i) a Non-AP Securityholder Redeems all or part of its holding of Securities and has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset in accordance with Condition 8.3(a) (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions;

(ii) in case of an AP Securityholder, the Underlying Asset(s) to which the Securityholder is entitled on Redemption is not successfully delivered to the Securityholder (unless this results from the fault of the Issuer) and is not claimed by such Securityholder by the 30th calendar day after the Redemption Settlement Date (whereupon the Equity Entitlement per Security will be determined as of the first Business Day following the expiry of such 30 day period).

(b) Where Equity-Index Linked Securities are required to be Redeemed by Cash Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such Equity-Index Linked Securities sell the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such Equity-Index Linked Securities in an amount equal to the product of (i) the Equity Entitlement of an Equity-Index Linked Security of such Class; and (ii) the number of Equity-Index Linked Securities subject to Redemption.

(c) The Issuer will transfer the aggregate Redemption Amount with respect to the Equity-Index Linked Securities on the Optional Redemption Settlement Date to the relevant Securityholder by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder.

(d) The obligations of the issuer in respect of Equity-Index Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VI.

3.7 **Suspension of Redemptions**

If on any Valuation Date (a "**Threshold Event Date**") the Issuer determines that the prevailing market value of the Equity Entitlement in respect of an Equity-Index Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such an Equity-Index Linked Security specified in the relevant Final Terms:

(i) the Issuer may at any time after the Threshold Event Date, for so long as the Issuer determines that the prevailing market value of the Equity Entitlement of an Equity-Index Linked Security of that Class continues to be less than the percentage level of the Principal Amount of an Equity-Index Linked Security of that Class specified in the relevant Final Terms, suspend the right to request redemption of such Equity-Index Linked Securities pursuant to Condition 3 (*REDEMPTION OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI; and

(ii) the Issuer shall give notice convening a meeting of Securityholders of such Class on a date not more than 30 calendar days after the Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of an Equity-Index Linked Security of that Class to an amount the Issuer determines in its discretion.

Subject as provided in Condition 3 (*REDEMPTION OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI, the Issuer may at its discretion terminate any such suspension at any time.

3.8 **Suspension of Optional Redemptions**

The following provisions shall apply where Optional Redemptions have been suspended:

(a) Agreed Pricing may continue;

(b) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the parties to the Programme Documents and, where Securityholders other than Authorised Participants are entitled to redeem Equity-Index Linked Securities pursuant to Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions, the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;

(c) any such suspension may continue for a period of up to 60 days, and may continue thereafter at the discretion of the Issuer in the case of a suspension pursuant to Condition 3.9 (*Disruption Events*) of this Issue Specific Option VI, if the Extraordinary Resolution referred to in Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option VI above has not been passed; and

(d) any suspension that has been implemented in accordance with Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option VI shall not affect any redemption pursuant to an Redemption Form, received (or deemed to have been received) on a prior date to that on which the suspension commenced, but any Redemption Form in respect of Equity-Index Linked Securities submitted or deemed to be received on a Valuation Date when the right to request redemption of the Equity-Index Linked Securities pursuant to Condition 3 (*REDEMPTION OF EQUITY-INDEX LINKED SECURITIES*) of this Issue Specific Option VI is suspended pursuant to this Condition 3.9 (*Disruption Events*) of this Issue Specific Option VI shall be invalid.

3.9 **Disruption Events**

The Issuer 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 with respect to a Class of Equity-Index Linked Securities (each such event a "**Disruption Event**"):

(a) Trading Disruption;

(b) Service Provider Disruption - Custodian;

(c) Secured Accounts Disruption;

(d) Calculation Disruption; and/or

(e) Adjustment Events.

3.10 **Determination of Disruption Events and Suspension**

(a) If the Issuer determines that a Disruption Event has occurred or exists with respect to a Class of Equity-Index Linked Securities on any day, it may (but shall not be obliged to) by the immediately following Business Day give notice of the postponement and/or suspension of:

(i) any validated and/or non-validated Subscription and/or Redemption Orders and any request for the Redemption of Equity-Index Linked Securities of such Class;

(ii) the settlement of any Redemption of Equity-Index Linked Securities of such Class; and/or

(iii) any Compulsory Redemption Settlement Date, Optional Redemption Settlement Date and/or delivery of any of the Shares or the payment of any amount in connection therewith,

to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), 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 and/or events set out in Conditions 3.10(a)(i) to 3.10(a)(iii) of this Issue Specific Option VI will be postponed and/or suspended on such Suspended Day or during such Suspended Period, as applicable (and, in determining this, the Issuer shall consider whether the relevant Disruption Event would disrupt the actions required to be performed by it, the Management and Determination Agent, any Authorised Participant and/or any other Programme Party in connection with Redemption of Equity-Index Linked Securities, and/or any Compulsory Redemption of the Equity-Index Linked Securities),

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

In addition, if the Issuer determines that a Secured Accounts Disruption has occurred or exists with respect to a Class of Equity-Index Linked Securities on any day, it may (but shall not be obliged to) by the Business Day immediately following a definitive determination give notice of a Permanent Adjustment to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), specifying the amount of that Permanent Adjustment.

(b) The Issuer is not under any obligation to monitor whether or not a Disruption Event has occurred or is continuing with respect to a Class of Equity-Index Linked Securities on any day unless a Suspension Notice has been given in respect of a Suspension Period in which case the Issuer'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 at the end of the Suspension Period in accordance with Condition 3.10(a) of this Issue Specific Option VI). The Issuer shall have no liability to the Trustee, any Custodian, any Securityholder, any Authorised Participant or any other person for any determination or non-determination that it makes in respect of the occurrence or existence of a Disruption Event.

(c) The Issuer shall, as soon as reasonably practicable after receipt by it of a Suspension Notice give notice thereof to the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

3.11 **Postponement relating to the Redemption of the Equity-Index Linked Securities**

(a) If, in respect of a Disruption Event, the Issuer has specified in the related Suspension Notice that the Compulsory Redemption Settlement Date, Final Redemption Date and/or Optional Redemption Settlement Date (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 30th Business Day following such Disruption Postponable Date, the Issuer, acting in good faith and in consultation with the Management and Determination Agent, may determine an appropriate method for Redeeming the Equity-Index Linked Securities and determining the Final Redemption Date and/or Optional Redemption Settlement Date, as applicable, for the purposes of such redemption of such Equity-Index Linked Securities (a "**Disrupted Redemption Method**"). For the avoidance of doubt, (i) if multiple days are specified as Disruption Postponable Dates, such Disruption Postponable Dates shall be deemed to have been postponed consistently to ensure that the same number of days passes between these multiple

days as would pass if no Disruption Event had occurred, and (ii) if any Disruption Postponable Date is postponed in accordance with this Issue Specific Option VI, 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.

(b) The Issuer shall, as soon as reasonably practicable following determination of any Disrupted Redemption Method, notify each Programme Party and the Securityholders of the details of such Disrupted Redemption Method in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

(c) No additional amount shall be payable or deliverable to any Authorised Participant or any Securityholder in connection with any postponement to the timing, or any amendment to the method, in each case in accordance with Condition 3.10(a) of this Issue Specific Option VI, of Compulsory Redemption or Optional Redemption of the Equity-Index Linked Securities.

3.12 **Timings for Redemption of the Equity-Index Linked Securities**

A Redemption Form that is lodged by the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as lodged on that Business Day. A Redemption Form that is lodged after the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as having been lodged on the following Business Day.

4. COMPULSORY REDEMPTION BY THE ISSUER

In relation to all Compulsory Redemptions to be effected in accordance with the Conditions and this Issue Specific Option VI, the Issuer will, on:

(a) the Compulsory Cash Redemption Sale Date (in the case of Redemption pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*) of the General Terms and Conditions); or

(b) the Compulsory Redemption Notice Date (in the case of Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions, Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions or Condition 9.5 (*Compulsory Redemption on Event of Default*) of the General Terms and Conditions),

sell the Underlying Asset(s) attributable to or forming part of the Secured Property in respect of the Equity-Index Linked Securities subject to such Compulsory Redemption in an amount equal to the product of (i) the Equity Entitlement of an Equity-Index Linked Security of such class, and (ii) the number of Equity-Index Linked Securities subject to Compulsory Redemption, calculated as at the Compulsory Redemption Settlement Date.

The Issuer will transfer the Redemption Amount to the relevant Securityholder on the Compulsory Redemption Settlement Date by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder subject to the Securityholder having delivered the Underlying Assets being Redeemed to the Issuer by either depositing them into an appropriate Relevant Clearing System account (as directed by the Issuer) and giving correct delivery free of payment instructions in a Relevant Clearing System or delivering the certificates in respect of them to the Issuer (or otherwise having delivered such Equity-Index Linked Securities to the Issuer by agreement with the Issuer) provided that (if applicable) the Securityholder has made Acceptable Delivery.

The obligations of the Issuer in respect of Equity-Index Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition.

5. REDEMPTION DEDUCTIONS

5.1 On a Redemption of Equity-Index Linked Securities at the request of a Securityholder, the aggregate amount of the Redemption Deductions (which shall be calculated in respect of each Share comprising

the Equity Entitlement in respect of an Equity-Index Linked Security) shall be notified to the Securityholder at the time that the Redemption Amount is paid to the Securityholder.

5.2 On a Compulsory Redemption of Equity-Index Linked Securities by the Issuer, the Issuer shall notify the Class of Securityholders whose Equity-Index Linked Securities are subject to Compulsory Redemption of the aggregate amount of the Redemption Deductions, and their allocation to particular Securityholders pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions.

6. AMENDMENTS TO ISSUE SPECIFIC OPTION VI

This issue Specific Option VI may be amended in accordance with the Trust Deed and the Conditions. Any amendment to this Issue Specific Option VI will be notified to Securityholders by notice under Condition 20 (*NOTICES*) of the General Terms and Conditions, and shall not take effect until at least 30 days following such announcement, save that (i) a reduction in any fees and (ii) minor technical amendments which, in the opinion of the Trustee, are not materially prejudicial to the interests of the Securityholders may take effect on announcement.

7. REBALANCING OF EQUITY-INDEX LINKED SECURITIES

7.1 The Equity Entitlement shall be adjusted as provided in this Condition 7 (*REBALANCING OF EQUITY-INDEX LINKED SECURITIES*) (a "**Rebalancing**") of this Issue Specific Option VI.

7.2 A Rebalancing will take place whenever the Index is rebalanced in accordance with its methodology (a "**Required Rebalancing**"), and may at the election of the Issuer take place on other occasions if the Issuer, acting in good faith and in a commercially reasonable manner, determines that a Rebalancing is desirable to help reduce tracking error with the Index or following the occurrence of a Rebalancing Index Disruption Event (a "**Voluntary Rebalancing**").

7.3 The Issuer shall endeavour to provide holders of Equity-Index Linked Securities with notice of a Voluntary Rebalancing not less than 5 Business Days prior to the expected Rebalancing Date of that Voluntary Rebalancing.

7.4 The Issuer shall on the Rebalancing Date(s) try to match (to the extent reasonably practicable) the proportions of the Shares held in respect of the relevant Equity-Index Linked Security to the Weights, which may include the addition of a new type of Share subject to that Share being accepted by a Custodian for custody under the relevant Custody Agreement.

7.5 The Issuer shall accordingly adjust the Equity Entitlement of a Class of Equity-Index Linked Securities in existence to correspond, to the extent possible, to the number, quantity and type of Shares held in respect of such Class of Equity-Index Linked Securities immediately following the Rebalancing by applying the Weight Adjustment Factor. If, for whatever reason, the Issuer is unable (in good faith) to calculate the Weight Adjustment Factor, such as in circumstances where the trading activities referenced in Condition 7.4 of this Issue Specific Option VI above have not completed or settled in full, then the calculation of the Equity Entitlement may be postponed until the Weight Adjustment Factor is able to be calculated by the Issuer.

7.6 No money shall be payable by the Issuer to Securityholders, or by Securityholders to the Issuer, in respect of a Rebalancing.

6.4 Issue Specific Option VII: ETP Linked Securities

DEFINITIONS

For the purposes of this Issue Specific Option VII, as it applies to a Class of Securities that are linked to an individual underlying Debt Security or Fund-Share, as applicable, and that are "**ETP Linked Securities**", terms defined in the Conditions have the meanings given to them in the Conditions unless otherwise defined in this Issue Specific Option VII.

The following terms have the meanings given to them below:

"**Adjustment Event**" means the Adjustment Event Debt Securities and/or the Adjustment Event Fund Shares, as applicable;

"**Adjustment Event Debt Securities**" means any of the following events or circumstances occur in relation to the Debt Security:

(a) a Debt Security Disruption Event;

(b) any Tender Offer;

(c) a Merger Event; and

(d) a Delisting;

"**Adjustment Event Fund Shares**" means any of the following events or circumstances occur in relation to the Fund and Fund-Shares:

(a) the initiation or implementation of regulatory measures in relation to the activities of the Fund Manager or the Fund with regard to the alleged infringement of legal, regulatory or other provisions in connection with the operations of the Fund Manager or the Fund by the competent governmental agency, regulatory authority or other competent authority;

(b) a subdivision, consolidation or reclassification of the Fund-Shares;

(c) a material change in the investment programme, investment targets, investment policy, investment strategy, investment procedure or investment guidelines of the Fund;

(d) the Fund Manager or the Fund is charged with a criminal offence within the context of its function or deliberately gives substantially false information in a document;

(e) the Fund Manager or the Fund applies for the appointment of an administrator, provisional liquidator, insolvency administrator, trustee, custodian or any other person with a similar function to act on behalf of it or whose authority the Fund Manager or the Fund shall be subordinated to;

(f) the initiation or implementation of a dissolution, winding up, official liquidation (e.g. within the framework of an insolvency) or a similar event of the Fund Manager or the Fund;

(g) the Fund Manager, the custodian, the trustee or any person with a similar function in relation to the Fund ceases to act in its capacity as custodian, trustee or other similar function;

(h) the merger, transfer, consolidation, dissolution or termination of the Fund Manager or the Fund;

(i) the final or temporary (objective, local or other kind of) revocation or limitation of the admission or the sales permission of the Fund Manager or the Fund;

(j) the final or temporary withdrawal of the right of the Fund Manager to manage the Fund or, in the case of share classes, individual share classes;

(k) the Fund Manager's or Fund's violation against legal or other existing reporting requirements (e.g. price per share of the Fund, composition of the Fund, other financial ratios);

(l) the temporary suspension or withdrawal of shares of the Fund for at least 10 days;

(m) the redemption or the compulsory redemption of Fund-Shares by the Fund Manager or the Fund;

(n) the imposition of limitations, fees or costs in relation to a redemption or issue of Fund-Shares by the Fund Manager or the Fund (excluding such limitations, fees, costs which have already existed on the Issue Date);

(o) material changes of the Fund, such as changes with regard to its foundation documents, or the occurrence of a change or an event with material effects on the Fund, such as the interruption, suspension or failure of the calculation of prices of the Fund-Share, unless the interruption or the failure is remedied within 10 days;

(p) a change of the currency in which the Fund-Shares are calculated;

(q) a substantial violation against the provisions of the Fund Documents or other relevant documents of the Fund, the subscription agreements, the strategy or investment guidelines or other agreements concluded by the Fund and/or the Fund Manager, which can be assumed with high probability that it will have a negative impact on the value of the Fund;

(r) the change of tax law applicable to the Fund and/or Fund-Share or any other change of fiscal status of the Fund or Fund-Share, which either may have a similar effect as the above-mentioned events on the value of the Fund or the Fund-Share or which is comparable to the above-mentioned events;

(s) an event, which probably makes the determination of the reference price of the Fund-Share impossible within the term of the ETP Linked Securities;

(t) a Delisting of the Fund;

(u) a nationalisation of the Fund Manager or the Fund;

(v) any other similar event in relation to the Fund Manager, the Fund or the Fund-Share, which may either have a similar effect on the value of the Fund or the Fund-Share or which is comparable to the above-mentioned events;

"**Asset Entitlement**" means as at any date and in relation to an ETP Linked Security of a Class, the ETP Entitlement and/or payment of any other amount due and less the Redemption Deductions, if applicable, subject to a Permanent Adjustment;

"**Base Currency Equivalent**" means in respect of any amount denominated in the Base Currency, such Base Currency amount and in respect of any amount denominated in a currency other than the Base Currency (the "**Non-Base Currency**"), the amount in the Base Currency determined by the Issuer as being required to purchase such amount of such Non-Base Currency with the Base Currency as at the date of calculation at the rate equal to the spot rate of exchange for the purchase of the Non-Base Currency with the Base Currency available to the Issuer from a foreign exchange broker selected by the Issuer in good faith;

"**Capital Adjustment Factor**" means in respect of a Class of ETP Linked Securities, an amount determined by the Issuer that represents fees, expenses and, if "Distribution Payments" is specified as applicable in the relevant Final Terms, distributions or deductions that may arise or be levied by various counterparties, service providers or market participants in connection with the provision of the Programme in respect of that Class of ETP Linked Securities, including but not limited to:

(a) any fees and costs associated with maintaining the Class of ETP Linked Securities;

(b) any fees and costs payable in respect of custody or insurance with respect to the Underlying Assets attributable or forming part of the Secured Property relating to such Class;

(c) any transaction costs;

(d) extraordinary events that may arise with respect to the Underlying Assets or Class of ETP Linked Securities; and

(e) a proportion of the cash amounts received by the Issuer as in connection with the payment of cash distributions and/or other distributions relating to the Debt Securities or Fund-Shares, as applicable (if

and as "Distribution Payments" is specified as applicable in the relevant Final Terms))

as such amount may be adjusted from time to time;

"**Cash Redemption**" means, if permitted under Condition 3 (*REDEMPTION OF ETP LINKED SECURITIES*) of this Issue Specific Option VII, in relation to the Redemption of any ETP Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 3.6 (*Payment of Cash upon Optional Redmption*) of this Issue Specific Option VII;

"**Compulsory Cash Redemption**" means in relation to the Compulsory Redemption of any ETP Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VII;

"**Compulsory Cash Redemption Sale Date**" in relation to any ETP Linked Securities means the second Valuation Date following the Final Redemption Date, or such other Valuation Date(s) as may otherwise be determined by the Issuer, acting reasonably to facilitate an orderly Compulsory Redemption;

"**Compulsory Redemption Notice Date**" means in relation to any Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition and in relation to any Redemption pursuant to Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition;

"**Currency Business Day**" means in respect of a Class of ETP Linked Securities, a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Base Currency or, in the case of euros, a TARGET Settlement Day;

"**Custodial Account**" means the custodial account of the Securityholder which will be held with a Custodian in the name of the Securityholder and used to receive or send Debt Securities or Fund-Shares, as applicable;

"**Custodian**" means in relation to any Class of ETP Linked Securities, any person(s) specified in the Final Terms;

"**Custody Agreements**" means the custody agreement between the Custodian and the Issuer entered into on or before the date of the relevant Final Terms and such other custody agreement as may be entered into between the Issuer and Custodian;

"**Debt Security**" means, in respect of a Class of ETP Linked Securities with a debt security as Underlying Asset, the debt security specified as such Underlying Asset in the Final Terms;

"**Debt Security Disruption Event**" means any of the following events as determined by the Issuer in its reasonable discretion:

(a) any change in the regulatory or tax treatment applicable to the Debt Securities, which could have a material effect on the value of the Debt Securities or the rights or remedies of any investor in the Debt Securities;

(b) any change in the treatment of the Debt Securities under section 871(m) of the Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended; or

(c) any event that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the Debt Securities on the exchange on which the Debt Securities are listed or to effect transactions in, or obtain market values for, futures or options contracts relating to the Debt Securities on any related exchange;

"**Delisting**" means that an exchange, on which the Debt Securities, Fund or the Funds-Shares are listed, announces that pursuant to the rules of such exchange, the Debt Securities, Fund or the Funds-Shares (as applicable) cease (or will cease) to be listed, traded or publicly quoted on such exchange for any reason (other than a merger, transfer, consolidation, dissolution or termination of the Debt Securities, Fund or the Funds-

Shares, as applicable) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the exchange (or, where the exchange is within the European Union, in any member state of the European Union);

"**ETP**" means, in respect of a Class of ETP Linked Securities, the exchange traded product (such as, in case of ETP Linked Securities with a fund as Underlying Asset, the Fund or, in case of ETP Linked Securities with debt securities as Underlying Asset, the Debt Security) specified as Underlying Asset in the Final Terms;

"**ETP Entitlement**" means as at any date and in relation to an ETP Linked Security of a Class, the amount(s) of the Underlying Asset(s) determined in accordance with Condition 2 (*ETP ENTITLEMENT*) of this Issue Specific Option VII, subject to a Permanent Adjustment;

"**ETP Equivalent**" means

(i) in respect of an Underlying Asset and any amount denominated in the Debt Securities or Fund-Shares, as applicable, of such Underlying Asset, such amount of such Debt Securities or Fund-Shares, as applicable; and

(ii) in respect of an Underlying Asset and any amount denominated in debt securities or fund-share other than the Debt Securities or Fund-Shares of such Underlying Asset (the "**Debt Security/ETP Equivalent**") or in a fiat currency (the "**Fiat Currency Equivalent**"), the amount in the Debt Securities or Fund-Shares, as applicable, of that Underlying Asset determined by the Issuer as being required to purchase such amount of such Debt Security/ETP Equivalent or Fiat Currency Equivalent,

with the Debt Securities or Fund-Shares, as applicable, of the Underlying Asset as at the date of calculation at the rate equal to the spot price for the purchase of the Debt Security/ETP Equivalent or Fiat Currency Equivalent with the Debt Securities or Fund-Shares, as applicable, of the Underlying Asset available to the Issuer from a broker or stock exchange selected by the Issuer in good faith;

"**ETP Linked Securities**" means securities linked to underlying Debt Securities or Fund-Shares, as applicable, of a Class specified in the relevant list in Schedule 7 (*Class of ETP Linked Securities*) of the Trust Deed and any other category of ETP Linked Securities that may be constituted from time to time;

"**Execution Cost**" means a sum that may be charged by the Issuer reflecting costs, expenses or fees actually incurred by the Issuer in connection with a sale or the transfer of the Debt Securities or Fund-Shares, as applicable, which may include without limitation:

(a) the costs of enquiries under Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) of the General Terms and Conditions;

(b) the cost of giving notices under Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) of the General Terms and Conditions being not greater than $500;

(c) any costs incurred by the Issuer, the Custodian(s) or any of the Issuer's agents as part of a sale or purchase of Debt Securities or Fund-Shares, as applicable;

(d) any banking fees or costs incurred as part of transfer of cash, Debt Securities or Fund-Shares, as applicable, between accounts of the Issuer and/or any Securityholder;

(e) costs incurred as part of currency conversions which may be necessary to facilitate Redemption;

(f) fees which are incurred as part of transfer of the Debt Securities or Fund-Shares, as applicable, from one Custodial Account to another Custodial Account;

(g) any costs, fees and expenses of the Trustee incurred in relation to enforcing its security and taking any steps required as a part of a sale, a purchase or the transfer of the Debt Securities or Fund-Shares, as applicable;

(h) any costs determined by the Issuer and/or the Management and Determination Agent to be part of Execution Costs;

(i) any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on

behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax; or

(j) such other amounts as may be notified pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions;

"**Fund**" means, in respect of a Class of ETP Linked Securities with a fund as Underlying Asset, the fund specified as such Underlying Asset in the Final Terms;

"**Fund Documents**" means, in relation to the Fund, the foundation documents in the form of a prospectus, an information memorandum, a trust deed or a similar document, each as amended from time to time, which regulate the provisions, conditions and rights in relation to the Fund and the individual Fund-Shares;

"**Fund Manager**" means the company specified in the Final Terms that manages the Fund;

"**Fund-Share**" means a share of the Fund and "**Fund-Shares**" shall be construed accordingly;

"**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer;

"**Merger Event**" means any change offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Debt Securities of the Debt Securities issuer that results in a transfer of or an irrevocable commitment to transfer all such Debt Securities (other than such Debt Securities owned or controlled by such other entity or person), or consolidation, amalgamation, merger or binding debt security exchange of the Debt Securities issuer or its subsidiaries with or into another entity in which the Debt Securities issuer is the continuing entity and which does not result in a reclassification or change of all such Debt Securities outstanding but results in the outstanding Debt Securities (other than Debt Securities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Debt Securities immediately following such event, in each case if the respective Merger Date is on or before the Final Trading Date;

"**Optional Redemption Settlement Date**" means in respect of an Optional Redemption:

(a) if Physical Redemption applies, the second Valuation Date following the applicable Redemption Notice Date, provided that if the Issuer determines, acting reasonably, that the relevant Debt Securities or Fund-Shares, as applicable will not be deposited in the relevant Securityholder Account on such date, the Optional Redemption Settlement Date will be such later date which is a Valuation Date on which settlement is completed; and

(b) if Cash Redemption applies, the second Payment Business Day following the date on which the Issuer has received in full cleared funds in an Issuer Cash Account the proceeds of the sale of the relevant Underlying Asset in respect of the ETP Linked Securities;

"**Physical Redemption**" means in relation to the Redemption of any ETP Linked Securities, settlement of the Redemption Obligations in respect thereof by delivery of the relevant Underlying Assets in accordance with Condition 3.5 (*Delivery of Debt Securities or Fund-Shares upon Optional Redemption*) of this Issue Specific Option VII;

"**Redemption**" means the redemption of ETP Linked Securities by the Issuer in accordance with the Conditions (and "**Redeem**" shall be construed accordingly);

"**Redemption Amount**" means, with respect to an Optional Redemption or Compulsory Redemption of ETP Linked Securities of a Class, as applicable, and a Securityholder,

(a) in the case of a Physical Redemption:

(i) the product of:

(A) the ETP Entitlement with respect to ETP Linked Security of that Class; and

(B) the number of ETP Linked Securities subject to the Optional Redemption or Compulsory Redemption, as applicable, held by that holder,

less

(ii) the aggregate of the ETP Equivalent of the Redemption Deductions in respect of the Debt Securities or Fund-Shares comprising the ETP Entitlement of the ETP Linked Securities of that Class held by that Securityholder,

(b) in the case of a Cash Redemption or a Compulsory Cash Redemption:

(i) the quotient of:

(A) the aggregate of the Base Currency Equivalent of the net proceeds actually realised from of the sale of an amount of Underlying Assets attributable or forming part of the Secured Property equal to the ETP Entitlement of the ETP Linked Securities of that Class that are subject to Cash Redemption or Compulsory Cash Redemption (as the case may be); and

(B) the proportion of ETP Linked Securities of such Class held by such Securityholder and subject to Cash Redemption or Compulsory Cash Redemption (as the case may be) relative to the total number of ETP Linked Securities of such Class that are subject to Cash Redemption or Compulsory Cash Redemption;

less

(ii) the aggregate of the Base Currency Equivalent of the Redemption Deductions in respect of the Debt Securities or Fund-Shares comprising the ETP Entitlement of the ETP Linked Securities of that Class held by that Securityholder,

in each case, calculated as at the Optional Redemption Settlement Date or Compulsory Redemption Settlement Date, as applicable, and to the precision as specified by the Delivery Precision Level,

taking into account any Permanent Adjustment, and

in each case unless "**Agreed Pricing**" is applicable, whereby, in such case, the Redemption Amount shall be the amount equal to the Asset Entitlement, (i) as previously agreed between the relevant Authorised Participant and the Issuer, (ii) as determined in accordance with (a) above in the case of Physical Redemption, or (b) above in the case of Cash Redemption and (iii) in each case taking into account the interests of Securityholders and in a commercially reasonable manner;

"**Redemption Deductions**" means the Execution Cost and/or any other applicable fees in connection with the redemption of ETP Linked Securities as may be specified in accordance with the Conditions and this issue Specific Option VII;

"**Redemption Delivery Procedures**" means the physical redemption as set out in Condition 3.5 (*Delivery of Debt Securities or Fund-Shares upon Optional Redemption*) of this Issue Specific Option VII;

"**Redemption Notice Date**" means a Business Day on which a valid Redemption Form is received provided that a Redemption Form received after such time as set out in the Operating Memorandum on a Business Day will be treated as having been received on the next Business Day;

"**Redemption Obligations**" means the obligation of the Issuer on Redemption of an ETP Linked Security to deliver the relevant Underlying Asset(s) (or if applicable, make payment) to the relevant Securityholder in accordance with the Conditions;

"**Redemption Payment Procedures**" means (i) in the case of Cash Redemption, as set out at Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VII, or (ii) in the case of Compulsory Cash Redemption, as set out at Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VII, as applicable;

"**Register**" means with respect to each Class of ETP Linked Securities, the register of Securityholders of that class kept and maintained by the Registrar;

"**Registrar**" means with respect to a Class of ETP Linked Securities, such person as may be appointed by the

Issuer from time to time to maintain the Register;

"**Reset Event**" means the occurrence of an event where the ETP(s) constituting the ETP Entitlement (i) can no longer be made available by the issuer or (ii) are no longer available due to the Share(s) reaching their maturity date (if any) or are otherwise cancelled or terminated;

"**Securityholder Account**" means:

(a) in relation to any ETP Linked Securities to be Redeemed by Physical Redemption, a Custodial Account;

(b) in relation to any payment specified to be due by the Issuer to a Securityholder under the conditions of this Issue Specific Option, an account in the currency of the relevant Base Currency,

which, in the case of an Authorised Participant, shall be notified in writing for such purposes by the Authorised Participant to the Issuer and the Trustee from time to time, and in the case of a Securityholder who is not an Authorised Participant, shall be as specified in the Redemption Form;

"**Secured Custody Accounts**" means, with respect to an ETP Linked Security, an account or accounts, being the custodial account to which the Debt Securities or Fund-Shares, as applicable, for such ETP Linked Security are deposited, in each case established in the name of the Issuer with the Custodians pursuant to the Custody Agreements;

"**Suspended Day**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VII;

"**Suspension Period**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VII (and "**Suspended Period**" shall be construed accordingly);

"**Tender Offer**" means a tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. And less than 100 per cent. Of the outstanding Debt Securities, as determined by the Issuer;

"**Threshold Redemption Event**" occurs if on any Business Day falling on or after the 60th calendar day following a Threshold Event Date, the market value (as determined by the Issuer) of the ETP Entitlement per ETP Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such Securities specified in the relevant Final Terms;

"**Underlying Asset**" has the meaning given to it in the Final Terms for the relevant Class of ETP Linked Securities;

"**US Broker-Dealer**" means Foreside Fund Services, LLC or any other broker-dealer that controls, is controlled by, or is under common control with Foreside Fund Services, LLC, including Foreside Funds Distributors, LLC, Foreside Financial Services, LLC, IMST Distributors, LLC or Quasar Distributors, LLC. Each entity is a broker-dealer registered under the U.S. Securities Exchange Act of 1934 as amended and a member of the Financial Industry Regulatory Authority; and

"**Valuation Date**" means with respect to a Class of ETP Linked Securities, a day which is a (i) Business Day, (ii) a Relevant Clearing System Business Day (iii) a day on which the relevant Underlying Asset(s) can be traded in the relevant market and (iv) a day on which the relevant Custodian(s) is/are open for dealings in the Underlying Assets, or as may otherwise be set out on the Issuer's Website.

1. STATUS OF PHYSICAL ETP LINKED SECURITIES

1.1 ETP Linked Securities do not bear interest and have no final maturity date.

1.2 The Issuer shall at all times publish on the Issuer's Website the Classes of ETP Linked Securities which are in issue or available to be issued.

2. ETP ENTITLEMENT

2.1 Each Class of ETP Linked Security will have a separate ETP Entitlement as follows:

(a) The initial ETP Entitlement on the Issue Date for the first Tranche of ETP Linked Securities of a Class will be as set out in the Final Terms for that Tranche of that Class of ETP Linked Securities.

(b) For any day following the Issue Date of the first Tranche of each Class of ETP Linked Securities, subject to various adjustments as detailed in (c) below, the ETP Entitlement for each Class of ETP Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{EE_{(i,t)}} = \boldsymbol{EE_{(i,t-1)}} \times \left[\left(1 - TER_{(i,t)}\right)^{\frac{1}{N}} + CA_{(i,t)}\right]$$

where:

i	refers to the relevant Class of ETP Linked Security;
t	refers to the applicable day (with t-1 being the previous day);
$EE_{(i,t)}$	is the ETP Entitlement in respect of that Class of ETP Linked Securities for day t;
$EE_{(i,t-1)}$	is the ETP Entitlement in respect of that Class of ETP Linked Securities on the day preceding day t;
$TER_{(i,t)}$	means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;
$CA_{(i,t)}$	is the per annum Capital Adjustment Factor in respect of the Fund-Shares comprising the ETP Entitlement in respect of that Class of ETP Linked Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050); and
N	means 365 (or 366 when the relevant calendar day is in a leap year).

(c) For any day following the Issue Date of the first Tranche of each Class of ETP Linked Securities, subject to various adjustments as detailed in (d) below, the ETP Entitlement for each Class of ETP Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{EE_{(i,t)}} = \boldsymbol{EE_{(i,t-1)}} \times \left(\left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)}\right] \times \left(\mathbf{1} - \boldsymbol{Coupon_{(i,CPD)}}\right)^{\boldsymbol{n/N}}\right)$$

where, in addition to the definitions set out above, the following definitions shall apply:

CPD	refers to a coupon payment date (as specified in the Final Terms);
Coupon	refers to, if the business day t is equal to a CPD, the percentage level specified in the Final Terms or, if the business day t is not a CPD, 0 per cent;
n	refers to the number of calendar days from and excluding the immediately preceding CPD to and including the current CPD;

Coupon Business Day Convention means modified following; and

Coupon Business Day shall have the meaning as further specified in the Final Terms.

(d) The ETP Entitlement set out above may be subject to the adjustments based on the following:

(i) Condition 18.3 (*Further Securitites; Other Pools; Transfers To New Pools*) of the General Terms and Conditions; and/or

(ii) a Permanent Adjustment.

3. REDEMPTION OF ETP LINKED SECURITIES

3.1 Entitlement on Redemption

Each ETP Linked Security shall carry:

(a) a right on an Optional Redemption under Condition 3 (*REDEMPTION OF ETP LINKED SECURITIES)* of this Issue Specific Option VII:

(i) if Physical Redemption applies, to delivery of Underlying Assets in the Redemption Amount in accordance with the Redemption Delivery Procedures; and

(ii) if Cash Redemption applies, to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures,

on the applicable Optional Redemption Settlement Date;

(b) a right on a Compulsory Redemption under Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VII to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures on the applicable Compulsory Redemption Settlement Date.

3.2 Redemptions by Authorised Participants

A Securityholder who is also an Authorised Participant may require the Issuer to effect an Optional Redemption of ETP Linked Securities in accordance with Condition 8.2 (*Redemption by Autorised Participants*) of the General Terms and Conditions.

Physical Redemption shall apply to all Optional Redemptions by a Securityholder who is also an Authorised Participant save that Cash Redemption will apply in the circumstances specified in Condition 3.6(a)(ii) (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VII.

3.3 Redemptions by Non-AP Securityholders

A Non-AP Securityholder may require the Issuer to effect an Optional Redemption of ETP Linked Securities in accordance with Condition 8.3 (*Redemption by Non-AP Securities*) of the General Terms and Conditions. Cash Redemption shall apply to all Optional Redemptions by a Non-AP Securityholder to the extent the relevant Non-AP Securityholder has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset.

3.4 Redemption Notice

(a) In addition to the requirements as set out at Condition 8.4 (*Redemption Form*) of the General Terms and Conditions, in the case of a Non-AP Securityholder, a Redemption Form must specify a Securityholder Account.

(b) If the Redemption Form does not meet the requirements of Condition 3.4(a) (*Redemption Notice*) of this Issue Specific Option VII, then the Redemption Form shall be invalid.

3.5 Delivery of Debt Securities or Fund-Shares upon Optional Redemption

(a) Where ETP Linked Securities of a Class held by a Securityholder are required to be Redeemed by Physical Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such ETP Linked Securities, instruct the relevant Custodian(s) to transfer the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such ETP Linked Securities in an amount equal to the Redemption Amount with respect to those ETP Linked Securities, from the relevant Secured Custody Accounts to the relevant Securityholder Account, to be delivered to such account on the Optional Redemption Settlement Date.

(b) From the Optional Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount in respect of each ETP Linked Security shall pass to the

holder of such ETP Linked Securities. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Custodian to effect a delivery of Underlying Assets in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Securityholder its claims in relation to such Underlying Assets in satisfaction of all claims of such Securityholder in respect of the ETP Linked Securities to be Redeemed and the Securityholder shall have no further claims against the Issuer, the Trustee or the Secured Property.

(c) The obligations of the Issuer in respect of ETP Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.5 (*Delivery of Debt Securities or Fund-Shares upon Optional Redemption*) of this Issue Specific Option VII.

3.6 **Payment of Cash upon Optional Redemption**

(a) Cash Redemption will apply if:

(i) a Non-AP Securityholder Redeems all or part of its holding of Securities and has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset in accordance with Condition 8.3(a) (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions;

(ii) in case of an AP Securityholder, the Underlying Asset(s) to which the Securityholder is entitled on Redemption is not successfully delivered to the Securityholder (unless this results from the fault of the Issuer) and is not claimed by such Securityholder by the 30th calendar day after the Redemption Settlement Date (whereupon the ETP Entitlement per Security will be determined as of the first Business Day following the expiry of such 30 day period).

(b) Where ETP Linked Securities are required to be Redeemed by Cash Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such ETP Linked Securities sell the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such ETP Linked Securities in an amount equal to the product of (i) the ETP Entitlement of an ETP Linked Security of such Class; and (ii) the number of ETP Linked Securities subject to Redemption.

(c) The Issuer will transfer the aggregate Redemption Amount with respect to the ETP Linked Securities on the Optional Redemption Settlement Date to the relevant Securityholder by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder.

(d) The obligations of the issuer in respect of ETP Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VII.

3.7 **Suspension of Redemptions**

If on any Valuation Date (a "**Threshold Event Date**") the Issuer determines that the prevailing market value of the ETP Entitlement in respect of an ETP Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such an ETP Linked Security specified in the relevant Final Terms:

(i) the Issuer may at any time after the Threshold Event Date, for so long as the Issuer determines that the prevailing market value of the ETP Entitlement of an ETP Linked Security of that Class continues to be less than the percentage level of the Principal Amount of an ETP Linked Security of that Class specified in the relevant Final Terms, suspend the right to request redemption of such ETP Linked Securities pursuant to Condition 3 (*REDEMPTION OF ETP LINKED SECURITIES*) of this Issue Specific Option VII; and

(ii) the Issuer shall give notice convening a meeting of Securityholders of such Class on a date not more than 30 calendar days after the Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of an ETP Linked Security of that Class to an amount the Issuer determines in its discretion.

Subject as provided in Condition 3 (*REDEMPTION OF ETP LINKED SECURITIES*) of this Issue Specific Option VII, the Issuer may at its discretion terminate any such suspension at any time.

3.8 **Suspension of Optional Redemptions**

The following provisions shall apply where Optional Redemptions have been suspended:

(a) Agreed Pricing may continue;

(b) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the parties to the Programme Documents and, where Securityholders other than Authorised Participants are entitled to redeem ETP Linked Securities pursuant to Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions, the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;

(c) any such suspension may continue for a period of up to 60 days, and may continue thereafter at the discretion of the Issuer in the case of a suspension pursuant to Condition 3.9 (*Disruption Events*) of this Issue Specific Option VII, if the Extraordinary Resolution referred to in Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option VII above has not been passed; and

(d) any suspension that has been implemented in accordance with Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option VII shall not affect any redemption pursuant to an Redemption Form, received (or deemed to have been received) on a prior date to that on which the suspension commenced, but any Redemption Form in respect of ETP Linked Securities submitted or deemed to be received on a Valuation Date when the right to request redemption of the ETP Linked Securities pursuant to Condition 3 (*REDEMPTION OF ETP LINKED SECURITIES*) of this Issue Specific Option VII is suspended pursuant to this Condition 3.9 (*Disruption Events*) of this Issue Specific Option VII shall be invalid.

3.9 **Disruption Events**

The Issuer 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 with respect to a Class of ETP Linked Securities (each such event a "**Disruption Event**"):

(a) Trading Disruption;

(b) Service Provider Disruption - Custodian;

(c) Secured Accounts Disruption; and/or

(d) Adjustment Events.

3.10 **Determination of Disruption Events and Suspension**

(a) If the Issuer determines that a Disruption Event has occurred or exists with respect to a Class of ETP Linked Securities on any day, it may (but shall not be obliged to) by the immediately following Business Day give notice of the postponement and/or suspension of:

(i) any validated and/or non-validated Subscription and/or Redemption Orders and any request for the Redemption of ETP Linked Securities of such Class;

(ii) the settlement of any Redemption of ETP Linked Securities of such Class; and/or

(iii) any Compulsory Redemption Settlement Date, Optional Redemption Settlement Date and/or delivery of the Debt Securities or Fund-Shares or the payment of any amount in connection therewith,

to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), 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 and/or events set out in Conditions 3.10(a)(i) to 3.10(a)(iii) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VII will be postponed and/or suspended on such Suspended Day or during such Suspended Period, as applicable (and, in determining this, the Issuer shall consider whether the relevant Disruption Event would disrupt the actions required to be performed by it, the Management and Determination Agent, any Authorised Participant and/or any other Programme Party in connection with Redemption of ETP Linked Securities, and/or any Compulsory Redemption of the ETP Linked Securities),

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

In addition, if the Issuer determines that a Secured Accounts Disruption has occurred or exists with respect to a Class of ETP Linked Securities on any day, it may (but shall not be obliged to) by the Business Day immediately following a definitive determination give notice of a Permanent Adjustment to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), specifying the amount of that Permanent Adjustment.

(b) The Issuer is not under any obligation to monitor whether or not a Disruption Event has occurred or is continuing with respect to a Class of ETP Linked Securities on any day unless a Suspension Notice has been given in respect of a Suspension Period in which case the Issuer'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 at the end of the Suspension Period in accordance with Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VII). The Issuer shall have no liability to the Trustee, any Custodian, any Securityholder, any Authorised Participant or any other person for any determination or non-determination that it makes in respect of the occurrence or existence of a Disruption Event.

(c) The Issuer shall, as soon as reasonably practicable after receipt by it of a Suspension Notice give notice thereof to the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

3.11 **Postponement relating to the Redemption of the ETP Linked Securities**

(a) If, in respect of a Disruption Event, the Issuer has specified in the related Suspension Notice that the Compulsory Redemption Settlement Date, Final Redemption Date and/or Optional Redemption Settlement Date (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 30th Business Day following such Disruption Postponable Date, the Issuer, acting in good

faith and in consultation with the Management and Determination Agent, may determine an appropriate method for Redeeming the ETP Linked Securities and determining the Final Redemption Date and/or Optional Redemption Settlement Date, as applicable, for the purposes of such redemption of such ETP Linked Securities (a "**Disrupted Redemption Method**"). For the avoidance of doubt, (i) if multiple days are specified as Disruption Postponable Dates, such Disruption Postponable Dates shall be deemed to have been postponed consistently to ensure that the same number of days passes between these multiple days as would pass if no Disruption Event had occurred, and (ii) if any Disruption Postponable Date is postponed in accordance with this Issue Specific Option VII, 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.

(b) The Issuer shall, as soon as reasonably practicable following determination of any Disrupted Redemption Method, notify each Programme Party and the Securityholders of the details of such Disrupted Redemption Method in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

(c) No additional amount shall be payable or deliverable to any Authorised Participant or any Securityholder in connection with any postponement to the timing, or any amendment to the method, in each case in accordance with Condition 3.11(a) (*Postponement relating to the Redemption of the ETP Linked Securities*) of this Issue Specific Option VII, of Compulsory Redemption or Optional Redemption of the ETP Linked Securities.

3.12 **Timings for Redemption of the ETP Linked Securities**

A Redemption Form that is lodged by the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as lodged on that Business Day. A Redemption Form that is lodged after the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as having been lodged on the following Business Day.

4. COMPULSORY REDEMPTION BY THE ISSUER

In relation to all Compulsory Redemptions to be effected in accordance with the Conditions and this Issue Specific Option VII, the Issuer will, on:

(a) the Compulsory Cash Redemption Sale Date (in the case of Redemption pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*) of the General Terms and Conditions); or

(b) the Compulsory Redemption Notice Date (in the case of Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions, Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions or Condition 9.5 (*Compulsory Redemption on Event of Default*) of the General Terms and Conditions),

sell the Underlying Asset(s) attributable to or forming part of the Secured Property in respect of the ETP Linked Securities subject to such Compulsory Redemption in an amount equal to the product of (i) the ETP Entitlement of an ETP Linked Security of such class, and (ii) the number of ETP Linked Securities subject to Compulsory Redemption, calculated as at the Compulsory Redemption Settlement Date.

The Issuer will transfer the Redemption Amount to the relevant Securityholder on the Compulsory Redemption Settlement Date by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder subject to the Securityholder having delivered the Underlying Assets being Redeemed to the Issuer by either depositing them into an appropriate Relevant Clearing System account (as directed by the Issuer) and giving correct delivery free of payment instructions in a Relevant Clearing System or delivering the certificates in respect of them to the Issuer (or otherwise having delivered such ETP Linked Securities to the Issuer by agreement with the Issuer) provided that (if applicable) the Securityholder has made Acceptable Delivery.

The obligations of the Issuer in respect of ETP Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition.

5. REDEMPTION DEDUCTIONS

5.1 On a Redemption of ETP Linked Securities at the request of a Securityholder, the aggregate amount of the Redemption Deductions (which shall be calculated in respect of each Fund-Share comprising the ETP Entitlement in respect of an ETP Linked Security) shall be notified to the Securityholder at the time that the Redemption Amount is paid to the Securityholder.

5.2 On a Compulsory Redemption of ETP Linked Securities by the Issuer, the Issuer shall notify the Class of Securityholders whose ETP Linked Securities are subject to Compulsory Redemption of the aggregate amount of the Redemption Deductions, and their allocation to particular Securityholders pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions.

6. AMENDMENTS TO ISSUE SPECIFIC OPTION VII

This issue Specific Option VII may be amended in accordance with the Trust Deed and the Conditions. Any amendment to this Issue Specific Option VII will be notified to Securityholders by notice under Condition 20 (*NOTICES*) of the General Terms and Conditions, and shall not take effect until at least 30 days following such announcement, save that (i) a reduction in any fees and (ii) minor technical amendments which, in the opinion of the Trustee, are not materially prejudicial to the interests of the Securityholders may take effect on announcement.

7. RESET OF ETP ENTITLEMENT

7.1 The ETP Entitlement shall be adjusted as provided in Condition 7 (*RESET OF ETP ENTITLEMENT*) of this Issue Specific Option VII (a "**Reset**").

7.2 The occurrence of a Reset Event may result in the ETPs attributable to or forming part of the Secured Property in respect of a Class of ETP Linked Securities being fully or partially unavailable. In such case the Issuer may, acting in good faith and in a commercially reasonable manner, opt to (but shall be under no obligation to) replace the ETP Entitlement for the relevant ETP(s) held in the Secured Property with an ETP Entitlement consisting of (i) solely the additional exchange traded product(s) or (ii) the ETP(s) and the additional exchange traded product(s), whereby, in each case (i) and (ii):

(a) such additional exchange traded product(s) shall contain substantially the same economic terms and payout features as the ETP(s) originally constituting the ETP Entitlement;

(b) such additional exchange traded product(s) shall constitute Underlying Assets in respect of such Class of ETP Linked Securities;

(c) the ETP Entitlement shall correspond to the ETP Entitlement relating to each Security before the Reset Event; and

(d) the Issuer shall notify the Trustee and the Securityholders in writing pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions not less than 5 Business Days prior to occurrence of the expected Reset Event, whereby such notification shall set out the facts leading to the occurrence of the Reset Event and the decision of the Issuer to replace the ETP Entitlement according to (i) or (ii) above, as applicable.

6.5 Issue Specific Option VIII: ETP-Basket Linked Securities

DEFINITIONS

For the purposes of this Issue Specific Option VIII, as it applies to a Class of Securities that are linked to a basket of underlying Debt Securities or Fund-Shares, as applicable, and that are "**ETP-Basket Linked Securities**", terms defined in the Conditions have the meanings given to them in the Conditions unless otherwise defined in this Issue Specific Option VIII.

The following terms have the meanings given to them below:

"**Adjustment Event**" means the Adjustment Event Debt Securities and/or the Adjustment Event Fund Shares, as applicable;

"**Adjustment Event Debt Securities**" means any of the following events or circumstances occur in relation to the Debt Security:

(a) a Debt Security Disruption Event;

(b) any Tender Offer;

(c) a Merger Event; and

(d) a Delisting;

"**Adjustment Event Fund Shares**" means any of the following events or circumstances occur in relation to one or several of the Funds and Fund-Shares:

(a) the initiation or implementation of regulatory measures in relation to the activities of the Fund Manager or the Fund with regard to the alleged infringement of legal, regulatory or other provisions in connection with the operations of the Fund Manager or the Fund by the competent governmental agency, regulatory authority or other competent authority;

(b) a subdivision, consolidation or reclassification of the Fund-Shares;

(c) a material change in the investment programme, investment targets, investment policy, investment strategy, investment procedure or investment guidelines of the Fund;

(d) the Fund Manager or the Fund is charged with a criminal offence within the context of its function or deliberately gives substantially false information in a document;

(e) the Fund Manager or the Fund applies for the appointment of an administrator, provisional liquidator, insolvency administrator, trustee, custodian or any other person with a similar function to act on behalf of it or whose authority the Fund Manager or the Fund shall be subordinated to;

(f) the initiation or implementation of a dissolution, winding up, official liquidation (e.g. within the framework of an insolvency) or a similar event of the Fund Manager or the Fund;

(g) the Fund Manager, the custodian, the trustee or any person with a similar function in relation to the Fund ceases to act in its capacity as custodian, trustee or other similar function;

(h) the merger, transfer, consolidation, dissolution or termination of the Fund Manager or the Fund;

(i) the final or temporary (objective, local or other kind of) revocation or limitation of the admission or the sales permission of the Fund Manager or the Fund;

(j) the final or temporary withdrawal of the right of the Fund Manager to manage the Fund or, in the case of share classes, individual share classes;

(k) the Fund Manage"s or Fund's violation against legal or other existing reporting requirements (e.g. price per share of the Fund, composition of the Fund, other financial ratios);

(l) the temporary suspension or withdrawal of shares of the Fund for at least 10 days;

(m) the redemption or the compulsory redemption of Fund-Shares by the Fund Manager or the Fund;

(n) the imposition of limitations, fees or costs in relation to a redemption or issue of Fund-Shares by the Fund Manager or the Fund (excluding such limitations, fees, costs which have already existed on the Issue Date);

(o) material changes of the Fund, such as changes with regard to its foundation documents, or the occurrence of a change or an event with material effects on the Fund, such as the interruption, suspension or failure of the calculation of prices of the Fund-Share, unless the interruption or the failure is remedied within 10 days;

(p) a change of the currency, in which the Fund-Shares are calculated;

(q) a substantial violation against the provisions of the Fund Documents or other relevant documents of the Fund, the subscription agreements, the strategy or investment guidelines or other agreements concluded by the Fund and/or the Fund Manager, which can be assumed with high probability that it will have a negative impact on the value of the Fund;

(r) the change of tax law applicable to the Fund and/or Fund-Share or any other change of fiscal status of the Fund or Fund-Share, which either may have a similar effect as the above-mentioned events on the value of the Fund or the Fund-Share or which is comparable to the above-mentioned events;

(s) an event, which probably makes the determination of the reference price of the Fund-Share impossible within the term of the ETP-Basket Linked Securities;

(t) a Delisting of the Fund;

(u) a nationalisation of the Fund Manager or the Fund;

(v) any other similar event in relation to the Fund Manager, the Fund or the Fund-Share, which may either have a similar effect on the value of the Fund or the Fund-Share or which is comparable to the above-mentioned events;

"**Asset Entitlement**" means as at any date and in relation to an ETP-Basket Linked Security of a Class, the ETP Entitlement and/or payment of any other amount due and less the Redemption Deductions, if applicable, subject to a Permanent Adjustment;

"**Base Currency Equivalent**" means in respect of any amount denominated in the Base Currency, such Base Currency amount and in respect of any amount denominated in a currency other than the Base Currency (the "**Non-Base Currency**"), the amount in the Base Currency determined by the Issuer as being required to purchase such amount of such Non-Base Currency with the Base Currency as at the date of calculation at the rate equal to the spot rate of exchange for the purchase of the Non-Base Currency with the Base Currency available to the Issuer from a foreign exchange broker selected by the Issuer in good faith;

"**Basket Disruption Event**" means, in respect of a Basket, a material modification of the initial weightings of the basket;

"**Calculation Disruption**" means that the Issuer, acting in good faith, is unable to calculate the ETP Entitlement for that Class of ETP-Basket Linked Securities (including, without limitation, if it is not possible to determine the Weight Adjustment Factor in respect of a Rebalancing Date);

"**Capital Adjustment Factor**" means in respect of a Class of ETP-Basket Linked Securities, an amount determined by the Issuer that represents fees, expenses and, if "Distribution Payments" is specified as applicable in the relevant Final Terms, distributions or deductions that may arise or be levied by various counterparties, service providers or market participants in connection with the provision of the Programme in respect of that Class of ETP-Basket Linked Securities, including but not limited to:

(a) any fees and costs associated with maintaining the Class of ETP-Basket Linked Securities;

(b) any fees and costs payable in respect of custody or insurance with respect to the Underlying Assets attributable or forming part of the Secured Property relating to such Class;

(c) any transaction costs;

(d) extraordinary events that may arise with respect to the Underlying Assets or Class of ETP-Basket Linked Securities; and

(e) a proportion of the cash amounts received by the Issuer as in connection with the payment of cash distributions and/or other distributions relating to the Debt Securities or Fund-Shares, as applicable (if and as "Distribution Payments" is specified as applicable in the relevant Final Terms))

as such amount may be adjusted from time to time;

"**Cash Redemption**" means, if permitted under Condition 3 (*REDEMPTION OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII, in relation to the Redemption of any ETP-Basket Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VIII;

"**Compulsory Cash Redemption**" means in relation to the Compulsory Redemption of any ETP-Basket Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VIII;

"**Compulsory Cash Redemption Sale Date**" in relation to any ETP-Basket Linked Securities means the second Valuation Date following the Final Redemption Date, or such other Valuation Date(s) as may otherwise be determined by the Issuer, acting reasonably to facilitate an orderly Compulsory Redemption;

"**Compulsory Redemption Notice Date**" means in relation to any Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition and in relation to any Redemption pursuant to Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition;

"**Currency Business Day**" means in respect of a Class of ETP-Basket Linked Securities, a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Base Currency or, in the case of euros, a TARGET Settlement Day;

"**Custodial Account**" means the custodial account of the Securityholder which will be held with a Custodian in the name of the Securityholder and used to receive or send Debt Securities or Fund-Shares, as applicable;

"**Custodian**" means in relation to any Class of ETP-Basket Linked Securities, any person(s) specified in the Final Terms;

"**Custody Agreements**" means the custody agreement between the Custodian and the Issuer entered into on or before the date of the relevant Final Terms and such other custody agreement as may be entered into between the Issuer and Custodian;

"**Debt Security**" means, in respect of a Class of ETP Linked Securities with a debt security as Underlying Asset, the debt security specified as such Underlying Asset in the Final Terms;

"**Debt Security Disruption Event**" means any of the following events as determined by the Issuer in its reasonable discretion:

(a) any change in the regulatory or tax treatment applicable to the Debt Securities, which could have a material effect on the value of the Debt Securities or the rights or remedies of any investor in the Debt Securities;

(b) any change in the treatment of the Debt Securities under section 871(m) of the Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended; or

(c) ay event that disrupts or impairs the ability of market participants in general to effect transactions in, or

obtain market values for the Debt Securities on the exchange on which the Debt Securities are listed or to effect transactions in, or obtain market values for, futures or options contracts relating to the Debt Securities on any related exchange;

"**Delisting**" means that an exchange, on which the Debt Securities, Fund or the Fund-Shares are listed, announces that pursuant to the rules of such exchange, the Debt Securities, Fund or the Fund-Shares cease (or will cease) to be listed, traded or publicly quoted on such exchange for any reason (other than a merger, transfer, consolidation, dissolution or termination of the Debt Securities, Fund or the Fund-Shares, as applicable) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the exchange (or, where the exchange is within the European Union, in any member state of the European Union);

"**ETP**" means, in respect of a Class of ETP-Basket Linked Securities, any of the exchange traded products (such as, in case of ETP Linked Securities with a funds as Underlying Assets, the Funds or, in case of ETP Linked Securities with debt securities as Underlying Assets, the Debt Securities) specified as such in the Frinal Terms, "**ETPs**" shall be construed accordingly and "**Basket**" means a basket of the ETPs specified as such in the Final Terms;

"**ETP-Basket Linked Securities**" means securities linked to several underlying Fund-Shares of a Class specified in the relevant list in Schedule 7 (*Class of ETP-Basket Linked Securities*) of the Trust Deed and any other category of ETP-Basket Linked Securities that may be constituted from time to time;

"**ETP Entitlement**" means as at any date and in relation to an ETP-Basket Linked Security of a Class, the amount(s) of the Underlying Asset(s) determined in accordance with Condition 2 (*ETP ENTITLEMENT*) of this Issue Specific Option VIII, subject to a Permanent Adjustment;

"**ETP Equivalent**" means

(i) in respect of an Underlying Asset and any amount denominated in the Debt Securities or Fund-Shares, as applicable, of such Underlying Asset, such amount of such Debt Securities or Fund-Shares, as applicable; and

(ii) in respect of an Underlying Asset and any amount denominated in debt securities or fund-share other than the Debt Securities or Fund-Shares of such Underlying Asset (the "**Debt Security/ETP Equivalent**") or in a fiat currency (the "**Fiat Currency Equivalent**"), the amount in the Debt Securities or Fund-Shares, as applicable, of that Underlying Asset determined by the Issuer as being required to purchase such amount of such Debt Security/ETP Equivalent or Fiat Currency Equivalent,

with the Debt Securities or Fund-Shares, as applicable, of the Underlying Asset as at the date of calculation at the rate equal to the spot price for the purchase of the Debt Security/ETP Equivalent or Fiat Currency Equivalent with the Debt Securities or Fund-Shares, as applicable, of the Underlying Asset available to the Issuer from a broker or stock exchange selected by the Issuer in good faith;

"**Execution Cost**" means a sum that may be charged by the Issuer reflecting costs, expenses or fees actually incurred by the Issuer in connection with a sale or the transfer of the Debt Securities or Fund-Shares, as applicable, which may include without limitation:

(a) the costs of enquiries under Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) of the General Terms and Conditions;

(b) the cost of giving notices under Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) of the General Terms and Conditions being not greater than $500;

(c) any costs incurred by the Issuer, the Custodian(s) or any of the Issuer's agents as part of a sale or purchase of Debt Securities or Fund-Shares, as applicable;

(d) any banking fees or costs incurred as part of transfer of cash, Debt Securities or Fund-Shares, as applicable, between accounts of the Issuer and/or any Securityholder;

(e) costs incurred as part of currency conversions which may be necessary to facilitate Redemption;

(f) fees which are incurred as part of transfer of the Debt Securities or Fund-Shares, as applicable, from

one Custodial Account to another Custodial Account;

(g) any costs, fees and expenses of the Trustee incurred in relation to enforcing its security and taking any steps required as a part of a sale, a purchase or the transfer of the Debt Securities or Fund-Shares, as applicable;

(h) any costs determined by the Issuer and/or the Management and Determination Agent to be part of Execution Costs;

(i) any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax; or

(j) such other amounts as may be notified pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions;

"**Fund**" means, in respect of a Class of ETP-Basket Linked Securities with funds as Underlying Assets, any of the funds specified as such Underlying Assets in the Final Terms, "**Funds**" shall be construed accordingly;

"**Fund Documents**" means, in relation to a Fund, the foundation documents in the form of a prospectus, an information memorandum, a trust deed or a similar document, each as amended from time to time, which regulate the provisions, conditions and rights in relation to such Fund and the individual Fund-Shares;

"**Fund Manager**" means the company specified in the Final Terms that manages a Fund;

"**Fund-Share**" means a share of any of the Funds and "**Fund-Shares**" shall be construed accordingly;

"**Individual ETP Entitlement**" or "**IEE**" shall have the meaning set out in Condition 2.1 below;

"**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer;

"**Merger Event**" means any change offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Debt Securities of the Debt Securities issuer that results in a transfer of or an irrevocable commitment to transfer all such Debt Securities (other than such Debt Securities owned or controlled by such other entity or person), or consolidation, amalgamation, merger or binding debt security exchange of the Debt Securities issuer or its subsidiaries with or into another entity in which the Debt Securities issuer is the continuing entity and which does not result in a reclassification or change of all such Debt Securities outstanding but results in the outstanding Debt Securities (other than Debt Securities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Debt Securities immediately following such event, in each case if the respective Merger Date is on or before the Final Trading Date;

"**Optional Redemption Settlement Date**" means in respect of an Optional Redemption:

(a) if Physical Redemption applies, the second Valuation Date following the applicable Redemption Notice Date, provided that if the Issuer determines, acting reasonably, that the relevant Debt Securities or Fund-Shares, as applicable will not be deposited in the relevant Securityholder Account on such date, the Optional Redemption Settlement Date will be such later date which is a Valuation Date on which settlement is completed; and

(b) if Cash Redemption applies, the second Payment Business Day following the date on which the Issuer has received in full cleared funds in an Issuer Cash Account the proceeds of the sale of the relevant Underlying Asset in respect of the ETP-Basket Linked Securities;

"**Physical Redemption**" means in relation to the Redemption of any ETP-Basket Linked Securities, settlement of the Redemption Obligations in respect thereof by delivery of the relevant Underlying Assets in accordance with Condition 3.5 (*Delivery of Debt Securities or Fund-Shares upon Optional Redemption*) of this Issue Specific Option VIII;

"**Rebalancing**" means an adjustment to the ETP Entitlement of a Class of ETP-Basket Linked Securities, in accordance with Condition 7 (*REBALANCING OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII;

"**Rebalancing Date**" means the date(s) so notified to Securityholders by the Issuer, and the period during which such Rebalancing takes place, being the "**Rebalancing Period**";

"**Rebalancing Basket Disruption Event**" means the occurrence of a Basket Disruption Event that the Issuer, acting in good faith and in a commercially reasonable manner, determines necessitates an adjustment to the ETP Entitlement in respect of a Class of ETP-Basket Linked Securities pursuant to the Voluntary Rebalancing in accordance with Condition 7 (*REBALANCING OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII;

"**Redemption**" means the redemption of ETP-Basket Linked Securities by the Issuer in accordance with the Conditions (and "**Redeem**" shall be construed accordingly);

"**Redemption Amount**" means, with respect to an Optional Redemption or Compulsory Redemption of ETP-Basket Linked Securities of a Class, as applicable, and a Securityholder,

(a) in the case of a Physical Redemption:

(i) the product of:

(A) the ETP Entitlement with respect to ETP-Basket Linked Security of that Class; and

(B) the number of ETP-Basket Linked Securities subject to the Optional Redemption or Compulsory Redemption, as applicable, held by that holder,

less

(ii) the aggregate of the ETP Equivalent of the Redemption Deductions in respect of each of the Debt Securities or Fund-Shares comprising the ETP Entitlement of the ETP-Basket Linked Securities of that Class held by that Securityholder,

(b) in the case of a Cash Redemption or a Compulsory Cash Redemption:

(i) the quotient of:

(A) the aggregate of the Base Currency Equivalent of the net proceeds actually realised from of the sale of an amount of Underlying Assets attributable or forming part of the Secured Property equal to the ETP Entitlement of the ETP-Basket Linked Securities of that Class that are subject to Cash Redemption or Compulsory Cash Redemption (as the case may be); and

(B) the proportion of ETP-Basket Linked Securities of such Class held by such Securityholder and subject to Cash Redemption or Compulsory Cash Redemption (as the case may be) relative to the total number of ETP-Basket Linked Securities of such Class that are subject to Cash Redemption or Compulsory Cash Redemption;

less

(ii) the aggregate of the Base Currency Equivalent of the Redemption Deductions in respect of each of the Debt Securities or Fund-Shares comprising the ETP Entitlement of the ETP-Basket Linked Securities of that Class held by that Securityholder,

in each case, calculated as at the Optional Redemption Settlement Date or Compulsory Redemption Settlement Date, as applicable, and to the precision as specified by the Delivery Precision Level,

taking into account any Permanent Adjustment, and

in each case unless "**Agreed Pricing**" is applicable, whereby, in such case, the Redemption Amount shall be the amount equal to the Asset Entitlement, (i) as previously agreed between the relevant

Authorised Participant and the Issuer, (ii) as determined in accordance with (a) above in the case of Physical Redemption, or (b) above in the case of Cash Redemption and (iii) in each case taking into account the interests of Securityholders and in a commercially reasonable manner;

"**Redemption Deductions**" means the Execution Cost and/or any other applicable fees in connection with the redemption of ETP-Basket Linked Securities as may be specified in accordance with the Conditions and this issue Specific Option VIII;

"**Redemption Delivery Procedures**" means the physical redemption as set out in Condition 3.5 (*Delivery of Debt Securities or Fund-Shares upon Optional Redemption*) of this Issue Specific Option VIII;

"**Redemption Notice Date**" means a Business Day on which a valid Redemption Form is received provided that a Redemption Form received after such time as set out in the Operating Memorandum on a Business Day will be treated as having been received on the next Business Day;

"**Redemption Obligations**" means the obligation of the Issuer on Redemption of an ETP-Basket Linked Security to deliver the relevant Underlying Asset(s) (or if applicable, make payment) to the relevant Securityholder in accordance with the Conditions;

"**Redemption Payment Procedures**" means (i) in the case of Cash Redemption, as set out at Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option, or (ii) in the case of Compulsory Cash Redemption, as set out at Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option, as applicable;

"**Register**" means with respect to each Class of ETP-Basket Linked Securities, the register of Securityholders of that class kept and maintained by the Registrar;

"**Registrar**" means with respect to a Class of ETP-Basket Linked Securities, such person as may be appointed by the Issuer from time to time to maintain the Register;

"**Secured Custody Accounts**" means, with respect to an ETP-Basket Linked Security, an account or accounts, being the custodial account to which the Debt Securities or Fund-Shares, as applicable, for such ETP-Basket Linked Security are deposited, in each case established in the name of the Issuer with the Custodians pursuant to the Custody Agreements;

"**Securityholder Account**" means:

(a) in relation to any ETP-Basket Linked Securities to be Redeemed by Physical Redemption, a Custodial Account;

(b) in relation to any payment specified to be due by the Issuer to a Securityholder under the conditions of this Issue Specific Option, an account in the currency of the relevant Base Currency,

which, in the case of an Authorised Participant, shall be notified in writing for such purposes by the Authorised Participant to the Issuer and the Trustee from time to time, and in the case of a Securityholder who is not an Authorised Participant, shall be as specified in the Redemption Form;

"**Suspended Day**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VIII;

"**Suspension Period**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VIII (and "**Suspended Period**" shall be construed accordingly);

"**Tender Offer**" means a tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding Debt Securities, as determined by the Issuer;

"**Threshold Redemption Event**" occurs if on any Business Day falling on or after the 60th calendar day following a Threshold Event Date, the market value (as determined by the Issuer) of the ETP Entitlement per ETP-Basket Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of

such Securities specified in the relevant Final Terms;

"**Underlying Asset(s)**" has the meaning given to it in the Final Terms for the relevant Class of ETP-Basket Linked Securities;

"**US Broker-Dealer**" means Foreside Fund Services, LLC or any other broker-dealer that controls, is controlled by, or is under common control with Foreside Fund Services, LLC, including Foreside Funds Distributors, LLC, Foreside Financial Services, LLC, IMST Distributors, LLC or Quasar Distributors, LLC. Each entity is a broker-dealer registered under the U.S. Securities Exchange Act of 1934 as amended and a member of the Financial Industry Regulatory Authority;

"**Valuation Date**" means with respect to a Class of ETP-Basket Linked Securities, a day which is a (i) Business Day, (ii) a Relevant Clearing System Business Day, (iii) a day on which the relevant Underlying Asset(s) can be traded in the relevant market and (iv) a day on which the relevant Custodian(s) is/are open for dealings in the Underlying Assets, or as may otherwise be set out on the Issuer's Website;

"**Voluntary Rebalancing**" means a Rebalancing, which may be triggered (without limitation) (i) upon the Issuer, acting in good faith and in a commercially reasonable manner, determining that a Rebalancing is desirable to restore the initial weightings of the basket components or to otherwise adjust the weightings of the basket components or the composition of the basket in accordance with the objective of the basket or (ii) following the occurrence of a Rebalancing Basket Disruption Event as set out in Condition 7.2 (*REBALANCING OF ETP-BASKET LINKED SECURITIES*) of the Issue Specific Option VIII;

"**Weight Adjustment Factor**" means, in respect of a Class of ETP-Basket Linked Securities and a relevant day, an amount determined by the Issuer that represents a change in the Individual ETP Entitlement for an ETP comprised in the ETP Entitlement for that Class of ETP-Basket Linked Securities to reflect the quantities of such ETP held in respect of the ETP-Basket Linked Securities following a Rebalancing (as described in Condition 7 (*REBALANCING OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII (which includes execution costs, slippage and other costs involved in the Rebalancing), which shall be zero on any day other than a Rebalancing Date; and

"**Weights**" means, in respect of a Voluntary Rebalancing, the effective percentage weights of the ETP-Basket Linked Currencies in the Basket derived by the Issuer for the purposes of that Voluntary Rebalancing.

1. STATUS OF PHYSICAL ETP-BASKET LINKED SECURITIES

1.1 ETP-Basket Linked Securities do not bear interest and have no final maturity date.

1.2 The Issuer shall at all times publish on the Issuer's Website the Classes of ETP-Basket Linked Securities which are in issue or available to be issued.

2. ETP ENTITLEMENT

2.1 Each Class of ETP-Basket Linked Security will have a separate ETP Entitlement as follows:

(a) The initial ETP Entitlement and Individual ETP Entitlements for each Debt Security or Fund-Share, as applicable, comprised in the ETP Entitlement on the Issue Date for the first Tranche of ETP-Basket Linked Securities of a Class will be as set out in the Final Terms for that Tranche of that Class of ETP-Basket Linked Securities.

(b) For any day following the Issue Date of the first Tranche of each Class of ETP-Basket Linked Securities, subject to various adjustments as detailed in (d) below, the ETP Entitlement for each Class of ETP-Basket Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{EE(i,t) = \sum IEE_{(i,j,t)}}$$

Where:

EE refers to the ETP Entitlement;

i refers to the relevant Class of ETP-Basket Linked Security;

j refers to each Debt Security or Fund-Share, as applicable, comprised in the ETP Entitlement for the relevant Class of ETP-Basket Linked Securities on day t;

t refers to the applicable day (with t-1 being the previous day); and

$IEE_{(i,j,t)}$ is the Individual ETP Entitlement for each Debt Security or Fund-Share, as applicable, comprised in the ETP Entitlement for the relevant Class of ETP-Basket Linked Securities on day t, calculated pursuant to the formula set out in (c) below.

(c) For any day following the Issue Date of the first Tranche of each Class of ETP-Basket Linked Securities, subject to various adjustments as detailed in (d) below, the Individual ETP Entitlement in respect of each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement for an ETP-Basket Linked Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level in accordance with the following formula:

$$\boldsymbol{IEE_{(i,j,t)} = IEE_{(i,j,t-1)} \times \left[\left(1 - TER_{(i,t)}\right)^{\frac{1}{N}} + CA_{(i,t)}\right] + WA_{(i,j,t-1)}}$$

Where:

i refers to the relevant Class of ETP-Basket Linked Security;

j refers to each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Basket Linked Securities on day t;

t refers to the applicable day (with t-1 being the previous day);

$IEE_{(i,j,t)}$ is the Individual ETP Entitlement for each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Basket Linked Securities for day t;

$IEE_{(i,j,t-1)}$ is the Individual ETP Entitlement for each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Basket Linked Securities on the day preceding day t;

$TER_{(i,t)}$ means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;

$CA_{(i,j,t)}$ is the per annum Capital Adjustment Factor in respect of each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Basket Linked Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050);

$WA_{(i,j,t)}$ is the Weight Adjustment Factor applicable in respect of each ETP comprising the ETP Entitlement in respect of that Class of ETP-Basket Linked Securities on day t (which shall be zero in respect of any ETP-Basket Linked Securities, on any day that is not a Rebalancing Date);

$WA_{(i,j,t-1)}$ is $WA_{(i,j,t)}$ on the day preceding day t; and

N means 365 (or 366 when the relevant calendar day is in a leap year).

(d) For any day following the Issue Date of the first Tranche of each Class of ETP-Basket Linked Securities, subject to various adjustments as detailed in (e) below, the Individual ETP Entitlement in respect of each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement for an ETP-Basket Linked Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the

following formula:

$$IEE_{(i,j,t)} = IEE_{(i,j,t-1)} \times \left(\left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)} \right] \times \left(1 - Coupon_{(i,j,CPD)}\right)^{n/N} \right) \times \left(1 - WA_{(i,j,t-1)}\right)$$

where, in addition to the definitions set out above, the following definitions shall apply:

CPD refers to a coupon payment date (as specified in the Final Terms);

Coupon refers to, if the business day t is equal to a CPD, the percentage level specified in the Final Terms or, if the business day t is not a CPD, 0 per cent;

n refers to the number of calendar days from and excluding the immediately preceding CPD to and including the current CPD;

Coupon Business Day Convention means modified following; and

Coupon Business Day shall have the meaning as further specified in the Final Terms.

(e) The ETP Entitlement or Individual ETP Entitlement, as applicable, set out above may be subject to the adjustments based on the following:

(i) Condition 7 (*REBALANCING OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII; and/or

(ii) Condition 18.3 (*Further Securities; Other Pools; Transfers To New Pools*)) of the General Terms and Conditions; and/or

(iii) a Permanent Adjustment.

3. REDEMPTION OF ETP-BASKET LINKED SECURITIES

3.1 Entitlement on Redemption

Each ETP-Basket Linked Security shall carry:

(a) a right on an Optional Redemption under Condition 3 (*REDEMPTION OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII:

(i) if Physical Redemption applies, to delivery of Underlying Assets in the Redemption Amount in accordance with the Redemption Delivery Procedures; and

(ii) if Cash Redemption applies, to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures,

on the applicable Optional Redemption Settlement Date;

(b) a right on a Compulsory Redemption under Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option VIII to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures on the applicable Compulsory Redemption Settlement Date.

3.2 Redemptions by Authorised Participants

A Securityholder who is also an Authorised Participant may require the Issuer to effect an Optional Redemption of ETP-Basket Linked Securities in accordance with Condition 8.2 (*Redemption by Authorised Participants*) of the General Terms and Conditions.

Physical Redemption shall apply to all Optional Redemptions by a Securityholder who is also an Authorised Participant save that Cash Redemption will apply in the circumstances specified in

Condition 3.6(a)(ii) (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VIII.

3.3 **Redemptions by Non-AP Securityholders**

A Non-AP Securityholder may require the Issuer to effect an Optional Redemption of ETP-Basket Linked Securities in accordance with Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions. Cash Redemption shall apply to all Optional Redemptions by a Non-AP Securityholder to the extent the relevant Non-AP Securityholder has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset.

3.4 **Redemption Notice**

(a) In addition to the requirements as set out at Condition 8.4 (*Redemption Form*) of the General Terms and Conditions, in the case of a Non-AP Securityholder, a Redemption Form must specify a Securityholder Account.

(b) If the Redemption Form does not meet the requirements of Condition 3.4(a) (*Redemption Notice*) of this Issue Specific Option VIII, then the Redemption Form shall be invalid.

3.5 **Delivery of Debt Securities or Fund-Shares upon Optional Redemption**

(a) Where ETP-Basket Linked Securities of a Class held by a Securityholder are required to be Redeemed by Physical Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such ETP-Basket Linked Securities, instruct the relevant Custodian(s) to transfer the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such ETP-Basket Linked Securities in an amount equal to the Redemption Amount with respect to those ETP-Basket Linked Securities, from the relevant Secured Custody Accounts to the relevant Securityholder Account, to be delivered to such account on the Optional Redemption Settlement Date.

(b) From the Optional Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount in respect of each ETP-Basket Linked Security shall pass to the holder of such ETP-Basket Linked Securities. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Custodian to effect a delivery of Underlying Assets in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Securityholder its claims in relation to such Underlying Assets in satisfaction of all claims of such Securityholder in respect of the ETP-Basket Linked Securities to be Redeemed and the Securityholder shall have no further claims against the Issuer, the Trustee or the Secured Property.

(c) The obligations of the Issuer in respect of ETP-Basket Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.5 (*Delivery of Debt Securities or Fund-Shares upon Optional Redemption*) of this Issue Specific Option VIII.

3.6 **Payment of Cash upon Optional Redemption**

(a) Cash Redemption will apply if:

(i) a Non-AP Securityholder Redeems all or part of its holding of Securities and has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset in accordance with Condition 8.3(a)(*Redemption by Non-AP Securityholders*) of the General Terms and Conditions;

(ii) in case of an AP Securityholder, the Underlying Asset(s) to which the Securityholder is entitled on Redemption is not successfully delivered to the Securityholder (unless this results from the fault of the Issuer) and is not claimed by such Securityholder by the 30th calendar day after the Redemption Settlement Date (whereupon the ETP Entitlement per Security will be determined as of the first Business Day following the expiry of such 30

day period).

(b) Where ETP-Basket Linked Securities are required to be Redeemed by Cash Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such ETP-Basket Linked Securities sell the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such ETP-Basket Linked Securities in an amount equal to the product of (i) the ETP Entitlement of an ETP-Basket Linked Security of such Class; and (ii) the number of ETP-Basket Linked Securities subject to Redemption.

(c) The Issuer will transfer the aggregate Redemption Amount with respect to the ETP-Basket Linked Securities on the Optional Redemption Settlement Date to the relevant Securityholder by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder.

(d) The obligations of the issuer in respect of ETP-Basket Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option VIII.

3.7 **Suspension of Redemptions**

If on any Valuation Date (a "**Threshold Event Date**") the Issuer determines that the prevailing market value of the ETP Entitlement in respect of an ETP-Basket Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such an ETP-Basket Linked Security specified in the relevant Final Terms:

(i) the Issuer may at any time after the Threshold Event Date, for so long as the Issuer determines that the prevailing market value of the ETP Entitlement of an ETP-Basket Linked Security of that Class continues to be less than the percentage level of the Principal Amount of an ETP-Basket Linked Security of that Class specified in the relevant Final Terms, suspend the right to request redemption of such ETP-Basket Linked Securities pursuant to Condition 3 (*REDEMPTION OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII; and

(ii) the Issuer shall give notice convening a meeting of Securityholders of such Class on a date not more than 30 calendar days after the Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of an ETP-Basket Linked Security of that Class to an amount the Issuer determines in its discretion.

Subject as provided in Condition 3 (*REDEMPTION OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII, the Issuer may at its discretion terminate any such suspension at any time.

3.8 **Suspension of Optional Redemptions**

The following provisions shall apply where Optional Redemptions have been suspended:

(a) Agreed Pricing may continue;

(b) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the parties to the Programme Documents and, where Securityholders other than Authorised Participants are entitled to redeem ETP-Basket Linked Securities pursuant to Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions, the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;

(c) any such suspension may continue for a period of up to 60 days, and may continue thereafter at the discretion of the Issuer in the case of a suspension pursuant to Condition 3.9 (*Disruption Events*) of this Issue Specific Option VIII, if the Extraordinary Resolution referred to in Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option VIII above has not been passed; and

(d) any suspension that has been implemented in accordance with Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option VIII shall not affect any redemption pursuant to an Redemption Form, received (or deemed to have been received) on a prior date to that on which the suspension commenced, but any Redemption Form in respect of ETP-Basket Linked Securities submitted or deemed to be received on a Valuation Date when the right to request redemption of the ETP-Basket Linked Securities pursuant to Condition 3 (*REDEMPTION OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII is suspended pursuant to this Condition 3.9 (*Disruption Events*) of this Issue Specific Option VIII shall be invalid.

3.9 **Disruption Events**

The Issuer 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 with respect to a Class of ETP-Basket Linked Securities (each such event a "**Disruption Event**"):

(a) Trading Disruption;

(b) Service Provider Disruption - Custodian;

(c) Secured Accounts Disruption;

(d) Calculation Disruption; and/or

(e) Adjustment Events.

3.10 **Determination of Disruption Events and Suspension**

(a) If the Issuer determines that a Disruption Event has occurred or exists with respect to a Class of ETP-Basket Linked Securities on any day, it may (but shall not be obliged to) by the immediately following Business Day give notice of the postponement and/or suspension of:

(i) any validated and/or non-validated Subscription and/or Redemption Orders and any request for the Redemption of ETP-Basket Linked Securities of such Class;

(ii) the settlement of any Redemption of ETP-Basket Linked Securities of such Class; and/or

(iii) any Compulsory Redemption Settlement Date, Optional Redemption Settlement Date and/or delivery of any of the Debt Securities or Fund-Shares or the payment of any amount in connection therewith,

to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), 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 and/or events set out in Conditions 3.10(a)(i) to 3.10(a)(iii) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VIII will be postponed and/or suspended on such Suspended Day or during such Suspended Period, as applicable (and, in determining this, the Issuer shall consider whether the relevant Disruption Event would disrupt the actions required to be performed by it, the Management and Determination Agent, any Authorised Participant and/or any other Programme Party in connection with Redemption of ETP-Basket Linked Securities, and/or any Compulsory Redemption of the ETP-Basket Linked Securities),

such notice, a "**Suspension Notice**". If the Suspension Notice is in respect of a Suspension Period, such period will end when the Issuer notifies the Management and Determination

Agent, the Authorised Participants and the Trustee that such suspension and/or postponement is over.

In addition, if the Issuer determines that a Secured Accounts Disruption has occurred or exists with respect to a Class of ETP-Basket Linked Securities on any day, it may (but shall not be obliged to) by the Business Day immediately following a definitive determination give notice of a Permanent Adjustment to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), specifying the amount of that Permanent Adjustment.

(b) The Issuer is not under any obligation to monitor whether or not a Disruption Event has occurred or is continuing with respect to a Class of ETP-Basket Linked Securities on any day unless a Suspension Notice has been given in respect of a Suspension Period in which case the Issuer'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 at the end of the Suspension Period in accordance with Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option VIII). The Issuer shall have no liability to the Trustee, any Custodian, any Securityholder, any Authorised Participant or any other person for any determination or non-determination that it makes in respect of the occurrence or existence of a Disruption Event.

(c) The Issuer shall, as soon as reasonably practicable after receipt by it of a Suspension Notice give notice thereof to the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

3.11 **Postponement relating to the Redemption of the ETP-Basket Linked Securities**

(a) If, in respect of a Disruption Event, the Issuer has specified in the related Suspension Notice that the Compulsory Redemption Settlement Date, Final Redemption Date and/or Optional Redemption Settlement Date (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 30th Business Day following such Disruption Postponable Date, the Issuer, acting in good faith and in consultation with the Management and Determination Agent, may determine an appropriate method for Redeeming the ETP-Basket Linked Securities and determining the Final Redemption Date and/or Optional Redemption Settlement Date, as applicable, for the purposes of such redemption of such ETP-Basket Linked Securities (a "**Disrupted Redemption Method**"). For the avoidance of doubt, (i) if multiple days are specified as Disruption Postponable Dates, such Disruption Postponable Dates shall be deemed to have been postponed consistently to ensure that the same number of days passes between these multiple days as would pass if no Disruption Event had occurred, and (ii) if any Disruption Postponable Date is postponed in accordance with this Issue Specific Option VIII, 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.

(b) The Issuer shall, as soon as reasonably practicable following determination of any Disrupted Redemption Method, notify each Programme Party and the Securityholders of the details of such Disrupted Redemption Method in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

(c) No additional amount shall be payable or deliverable to any Authorised Participant or any Securityholder in connection with any postponement to the timing, or any amendment to the method, in each case in accordance with Condition 3.11(a) (*Postponement relating to the Redemption of the ETP-Basket Linked Securities*) of this Issue Specific Option VIII, of Compulsory Redemption or Optional Redemption of the ETP-Basket Linked Securities.

3.12 **Timings for Redemption of the ETP-Basket Linked Securities**

A Redemption Form that is lodged by the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as lodged on that Business Day. A Redemption Form that is lodged after the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as having been lodged on the following Business Day.

4. COMPULSORY REDEMPTION BY THE ISSUER

In relation to all Compulsory Redemptions to be effected in accordance with the Conditions and this Issue Specific Option VIII, the Issuer will, on:

(a) the Compulsory Cash Redemption Sale Date (in the case of Redemption pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*) of the General Terms and Conditions); or

(b) the Compulsory Redemption Notice Date (in the case of Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions, Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions or Condition 9.5 (*Compulsory Redemption on Event of Default*) of the General Terms),

sell the Underlying Asset(s) attributable to or forming part of the Secured Property in respect of the ETP-Basket Linked Securities subject to such Compulsory Redemption in an amount equal to the product of (i) the ETP Entitlement of an ETP-Basket Linked Security of such class, and (ii) the number of ETP-Basket Linked Securities subject to Compulsory Redemption, calculated as at the Compulsory Redemption Settlement Date.

The Issuer will transfer the Redemption Amount to the relevant Securityholder on the Compulsory Redemption Settlement Date by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder subject to the Securityholder having delivered the Underlying Assets being Redeemed to the Issuer by either depositing them into an appropriate Relevant Clearing System account (as directed by the Issuer) and giving correct delivery free of payment instructions in a Relevant Clearing System or delivering the certificates in respect of them to the Issuer (or otherwise having delivered such ETP-Basket Linked Securities to the Issuer by agreement with the Issuer) provided that (if applicable) the Securityholder has made Acceptable Delivery.

The obligations of the Issuer in respect of ETP-Basket Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition.

5. REDEMPTION DEDUCTIONS

5.1 On a Redemption of ETP-Basket Linked Securities at the request of a Securityholder, the aggregate amount of the Redemption Deductions (which shall be calculated in respect of each Fund-Share comprising the ETP Entitlement in respect of an ETP-Basket Linked Security) shall be notified to the Securityholder at the time that the Redemption Amount is paid to the Securityholder.

5.2 On a Compulsory Redemption of ETP-Basket Linked Securities by the Issuer, the Issuer shall notify the Class of Securityholders whose ETP-Basket Linked Securities are subject to Compulsory Redemption of the aggregate amount of the Redemption Deductions, and their allocation to particular Securityholders pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions.

6. AMENDMENTS TO ISSUE SPECIFIC OPTION VIII

This issue Specific Option VIII may be amended in accordance with the Trust Deed and the Conditions. Any amendment to this Issue Specific Option VIII will be notified to Securityholders by notice under Condition 20 (*NOTICES*) of the General Terms and Conditions, and shall not take effect until at least 30 days following such announcement, save that (i) a reduction in any fees and (ii) minor technical amendments which, in the opinion of the Trustee, are not materially prejudicial to the interests of the Securityholders may take effect on announcement.

7. REBALANCING OF ETP-BASKET LINKED SECURITIES

7.1 The ETP Entitlement shall be adjusted as provided in Condition 7 (*REBALANCING OF ETP-BASKET LINKED SECURITIES*) (a "**Rebalancing**") of this Issue Specific Option VIII.

7.2 A Rebalancing may at the election of the Issuer take place following the occurrence of a Rebalancing Basket Disruption Event or if the Issuer, acting in good faith and in a commercially reasonable manner, determines that a Rebalancing is desirable to restore the initial weightings of the basket components or to otherwise adjust the weightings of the basket components or the composition of the basket in accordance with the objective of the basket or (a "**Voluntary Rebalancing**").

7.3 The Issuer shall endeavour to provide holders of ETP-Basket Linked Securities with notice of a Voluntary Rebalancing not less than 5 Business Days prior to the expected Rebalancing Date of that Voluntary Rebalancing.

7.4 The Issuer shall on the Rebalancing Date(s) try to match (to the extent reasonably practicable) the proportions of the ETP held in respect of the relevant ETP-Basket Linked Security to the Weights, which may include the addition of a new type of ETP subject to that ETP being accepted by a Custodian for custody under the relevant Custody Agreement.

7.5 The Issuer shall accordingly adjust the ETP Entitlement of a Class of ETP-Basket Linked Securities in existence to correspond, to the extent possible, to the number, quantity and type of Debt Securities or Fund-Shares held in respect of such Class of ETP-Basket Linked Securities immediately following the Rebalancing by applying the Weight Adjustment Factor. If, for whatever reason, the Issuer is unable (in good faith) to calculate the Weight Adjustment Factor, such as in circumstances where the trading activities referenced in Condition 7.4 (*REBALANCING OF ETP-BASKET LINKED SECURITIES*) of this Issue Specific Option VIII above have not completed or settled in full, then the calculation of the ETP Entitlement may be postponed until the Weight Adjustment Factor is able to be calculated by the Issuer.

7.6 No money shall be payable by the Issuer to Securityholders, or by Securityholders to the Issuer, in respect of a Rebalancing.

6.6 Issue Specific Option IX: ETP-Index Linked Securities

DEFINITIONS

For the purposes of this Issue Specific Option IX, as it applies to a Class of Securities that are linked to an individual underlying Debt Security or Fund-Share, as applicable, and that are "**ETP-Index Linked Securities**", terms defined in the Conditions have the meanings given to them in the Conditions unless otherwise defined in this Issue Specific Option IX.

The following terms have the meanings given to them below:

"**Adjustment Event**" means the Adjustment Event Debt Securities and/or the Adjustment Event Fund Shares, as applicable;

"**Adjustment Event Debt Securities**" means any of the following events or circumstances occur in relation to the Debt Security:

(a) a Debt Security Disruption Event;

(b) any Tender Offer;

(c) a Merger Event; and

(d) a Delisting;

"**Adjustment Event Fund Shares**" means any of the following events or circumstances occur in relation to one or several of the Funds and Fund-Shares:

(a) the initiation or implementation of regulatory measures in relation to the activities of the Fund Manager or the Fund with regard to the alleged infringement of legal, regulatory or other provisions in connection with the operations of the Fund Manager or the Fund by the competent governmental agency, regulatory authority or other competent authority;

(b) a subdivision, consolidation or reclassification of the Fund-Shares;

(c) a material change in the investment programme, investment targets, investment policy, investment strategy, investment procedure or investment guidelines of the Fund;

(d) the Fund Manager or the Fund is charged with a criminal offence within the context of its function or deliberately gives substantially false information in a document;

(e) the Fund Manager or the Fund applies for the appointment of an administrator, provisional liquidator, insolvency administrator, trustee, custodian or any other person with a similar function to act on behalf of it or whose authority the Fund Manager or the Fund shall be subordinated to;

(f) the initiation or implementation of a dissolution, winding up, official liquidation (e.g. within the framework of an insolvency) or a similar event of the Fund Manager or the Fund;

(g) the Fund Manager, the custodian, the trustee or any person with a similar function in relation to the Fund ceases to act in its capacity as custodian, trustee or other similar function;

(h) the merger, transfer, consolidation, dissolution or termination of the Fund Manager or the Fund;

(i) the final or temporary (objective, local or other kind of) revocation or limitation of the admission or the sales permission of the Fund Manager or the Fund;

(j) the final or temporary withdrawal of the right of the Fund Manager to manage the Fund or, in the case of share classes, individual share classes;

(k) the Fund Manager's or Fund's violation against legal or other existing reporting requirements (e.g. price per share of the Fund, composition of the Fund, other financial ratios);

(l) the temporary suspension or withdrawal of shares of the Fund for at least 10 days;

(m) the redemption or the compulsory redemption of Fund-Shares by the Fund Manager or the Fund;

(n) the imposition of limitations, fees or costs in relation to a redemption or issue of Fund-Shares by the Fund Manager or the Fund (excluding such limitations, fees, costs which have already existed on the Issue Date);

(o) material changes of the Fund, such as changes with regard to its foundation documents, or the occurrence of a change or an event with material effects on the Fund, such as the interruption, suspension or failure of the calculation of prices of the Fund-Share, unless the interruption or the failure is remedied within 10 days;

(p) a change of the currency in which the Fund-Shares are calculated;

(q) a substantial violation against the provisions of the Fund Documents or other relevant documents of the Fund, the subscription agreements, the strategy or investment guidelines or other agreements concluded by the Fund and/or the Fund Manager, which can be assumed with high probability that it will have a negative impact on the value of the Fund;

(r) the change of tax law applicable to the Fund and/or Fund-Share or any other change of fiscal status of the Fund or Fund-Share, which either may have a similar effect as the above-mentioned events on the value of the Fund or the Fund-Share or which is comparable to the above-mentioned events;

(s) an event, which probably makes the determination of the reference price of the Fund-Share impossible within the term of the ETP-Index Linked Securities;

(t) a Delisting of the Fund;

(u) an Index Disruption Event (other than when a Rebalancing Index Disruption Event occurs) or change in the legal and regulatory status of the Index;

(v) a nationalisation of the Fund Manager or the Fund;

(w) any other similar event in relation to the Fund Manager, the Fund or the Fund-Share, which may either have a similar effect on the value of the Fund or the Fund-Share or which is comparable to the above-mentioned events;

"**Asset Entitlement**" means as at any date and in relation to an ETP-Index Linked Security of a Class, the ETP Entitlement and/or payment of any other amount due and less the Redemption Deductions, if applicable subject to a Permanent Adjustment;

"**Base Currency Equivalent**" means in respect of any amount denominated in the Base Currency, such Base Currency amount and in respect of any amount denominated in a currency other than the Base Currency (the "**Non-Base Currency**"), the amount in the Base Currency determined by the Issuer as being required to purchase such amount of such Non-Base Currency with the Base Currency as at the date of calculation at the rate equal to the spot rate of exchange for the purchase of the Non-Base Currency with the Base Currency available to the Issuer from a foreign exchange broker selected by the Issuer in good faith;

"**Calculation Disruption**" means that the Issuer, acting in good faith, is unable to calculate the ETP Entitlement for that Class of ETP-Index Linked Securities (including, without limitation, if it is not possible to determine the Weight Adjustment Factor in respect of a Rebalancing Date);

"**Capital Adjustment Factor**" means in respect of a Class of ETP-Index Linked Securities, an amount determined by the Issuer that represents fees, expenses and, if "Distribution Payments" is specified as applicable in the relevant Final Terms, distributions or deductions that may arise or be levied by various counterparties, service providers or market participants in connection with the provision of the Programme in respect of that Class of ETP-Index Linked Securities, including but not limited to:

(a) any fees and costs associated with maintaining the Class of ETP-Index Linked Securities;

(b) any fees and costs payable in respect of custody or insurance with respect to the Underlying Assets attributable or forming part of the Secured Property relating to such Class;

(c) any transaction costs;

(d) extraordinary events that may arise with respect to the Underlying Assets, Class of ETP-Index Linked Securities or Index; and

(e) a proportion of the cash amounts received by the Issuer as in connection with the payment of cash distributions and/or other distributions relating to the Debt Securities or Fund-Shares, as applicable (if and as "Distribution Payments" is specified as applicable in the relevant Final Terms))

as such amount may be adjusted from time to time;

"**Cash Redemption**" means, if permitted under Condition 3 (*REDEMPTION OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX, in relation to the Redemption of any ETP-Index Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IX;

"**Compulsory Cash Redemption**" means in relation to the Compulsory Redemption of any ETP-Index Linked Securities, settlement of the Redemption Obligations in respect thereof by payment of the Redemption Amount in cash and in accordance with Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option IX;

"**Compulsory Cash Redemption Sale Date**" in relation to any ETP-Index Linked Securities means the second Valuation Date following the Final Redemption Date, or such other Valuation Date(s) as may otherwise be determined by the Issuer, acting reasonably to facilitate an orderly Compulsory Redemption;

"**Compulsory Redemption Notice Date**" means in relation to any Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition and in relation to any Redemption pursuant to Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions the date specified by the Issuer as such in accordance with that Condition;

"**Currency Business Day**" means in respect of a Class of ETP-Index Linked Securities, a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Base Currency or, in the case of euros, a TARGET Settlement Day;

"**Custodial Account**" means the custodial account of the Securityholder which will be held with a Custodian in the name of the Securityholder and used to receive or send Debt Securities or Fund-Shares, as applicable;

"**Custodian**" means in relation to any Class of ETP-Index Linked Securities, any person(s) specified in the Final Terms;

"**Custody Agreements**" means the custody agreement between the Custodian and the Issuer entered into on or before the date of the relevant Final Terms and such other custody agreement as may be entered into between the Issuer and Custodian;

"**Debt Security**" means, in respect of a Class of ETP-Index Linked Securities with a debt security as Underlying Asset, the debt security specified as such Underlying Asset in the Final Terms;

"**Debt Security Disruption Event**" means any of the following events as determined by the Issuer in its reasonable discretion:

(a) any change in the regulatory or tax treatment applicable to the Debt Securities, which could have a material effect on the value of the Debt Securities or the rights or remedies of any investor in the Debt Securities;

(b) any change in the treatment of the Debt Securities under section 871(m) of the Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended; or

(c) ay event that disrupts or impairs the ability of market participants in general to effect transactions in, or

obtain market values for the Debt Securities on the exchange on which the Debt Securities are listed or to effect transactions in, or obtain market values for, futures or options contracts relating to the Debt Securities on any related exchange;

"**Delisting**" means that an exchange, on which the Debt Securities, Fund or the Fund-Shares are listed, announces that pursuant to the rules of such exchange, the Debt Securities, Fund or the Fund-Shares cease (or will cease) to be listed, traded or publicly quoted on such exchange for any reason (other than a merger, transfer, consolidation, dissolution or termination of the Debt Securities, Fund or the Fund-Shares, as applicable) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the exchange (or, where the exchange is within the European Union, in any member state of the European Union);

"**ETP**" means, in respect of a Class of ETP-Index Linked Securities, any of the exchange traded products (such as, in case of ETP-Index Linked Securities with funds as Underlying Assets, the Funds or, in case of ETP-Index Linked Securities with debt securities as Underlying Assets, the Debt Securities) specified as Underlying Assets in the Final Terms;

"**ETP Entitlement**" means as at any date and in relation to an ETP-Index Linked Security of a Class, the amount(s) of the Underlying Asset(s) determined in accordance with Condition 2 (*ETP ENTITLEMENT*) of this Issue Specific Option IX, subject to a Permanent Adjustment;

"**ETP Equivalent**" means

(i) in respect of an Underlying Asset and any amount denominated in the Debt Securities or Fund-Shares, as applicable, of such Underlying Asset, such amount of such Debt Securities or Fund-Shares, as applicable; and

(ii) in respect of an Underlying Asset and any amount denominated in debt securities or fund-share other than the Debt Securities or Fund-Shares of such Underlying Asset (the "**Debt Security/ETP Equivalent**") or in a fiat currency (the "**Fiat Currency Equivalent**"), the amount in the Debt Securities or Fund-Shares, as applicable, of that Underlying Asset determined by the Issuer as being required to purchase such amount of such Debt Security/ETP Equivalent or Fiat Currency Equivalent,

with the Debt Securities or Fund-Shares, as applicable, of the Underlying Asset as at the date of calculation at the rate equal to the spot price for the purchase of the Debt Security/ETP Equivalent or Fiat Currency Equivalent with the Debt Securities or Fund-Shares, as applicable, of the Underlying Asset available to the Issuer from a broker or stock exchange selected by the Issuer in good faith;

"**ETP-Index Linked Securities**" means securities linked to several underlying Debt Securities or Fund-Shares, as applicable, of a Class specified in the relevant list in Schedule 7 (*Class of ETP-Index Linked Securities*) of the Trust Deed and any other category of ETP-Index Linked Securities that may be constituted from time to time;

"**Execution Cost**" means a sum that may be charged by the Issuer reflecting costs, expenses or fees actually incurred by the Issuer in connection with a sale or the transfer of the Debt Securities or Fund-Shares, as applicable, which may include without limitation:

(a) the costs of enquiries under Condition 11 (*ENQUIRIES AS TO STATUS OF SECURITYHOLDERS*) of the General Terms and Conditions;

(b) the cost of giving notices under Condition 9 (*COMPULSORY REDEMPTION BY THE ISSUER*) of the General Terms and Conditions being not greater than $500;

(c) any costs incurred by the Issuer, the Custodian(s) or any of the Issuer's agents as part of a sale or purchase of Debt Securities or Fund-Shares, as applicable;

(d) any banking fees or costs incurred as part of transfer of cash, Debt Securities or Fund-Shares, as applicable, between accounts of the Issuer and/or any Securityholder;

(e) costs incurred as part of currency conversions which may be necessary to facilitate Redemption;

(f) fees which are incurred as part of transfer of the Debt Securities or Fund-Shares, as applicable, from

one Custodial Account to another Custodial Account;

(g) any costs, fees and expenses of the Trustee incurred in relation to enforcing its security and taking any steps required as a part of a sale, a purchase or the transfer of the Debt Securities or Fund-Shares, as applicable;

(h) any costs determined by the Issuer and/or the Management and Determination Agent to be part of Execution Costs;

(i) any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax; or

(j) such other amounts as may be notified pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions;

"**Existing Securities**" shall have the meaning set out in Condition 8 below;

"**Fund**" means, in respect of a Class of ETP-Index Linked Securities with funds as Underlying Assets, any of the funds comprised in the Index specified as Underlying Assets in the Final Terms and "**Funds**" shall be construed accordingly;

"**Fund Documents**" means, in relation to a Fund, the foundation documents in the form of a prospectus, an information memorandum, a trust deed or a similar document, each as amended from time to time, which regulate the provisions, conditions and rights in relation to such Fund and the individual Fund-Shares;

"**Fund Manager**" means the company specified in the Final Terms that manages a Fund;

"**Fund-Share**" means a share of any of the Funds and "**Fund-Shares**" shall be construed accordingly;

"**Index**" means, in respect of a Class of ETP-Index Linked Securities, the Index specified as such in the Final Terms;

"**Index Cancellation**" means in respect of an Index, the Index Sponsor in respect of that Index permanently cancels such Index and/or the Issuer permanently loses the licence to use the Index;

"**Index Disruption**" means in respect of an Index on any Valuation Date, the Index Sponsor fails to calculate and announce such Index;

"**Index Disruption Event**" means an Index Cancellation, Index Disruption and/or Index Modification;

"**Index Modification**" means in respect of an Index that the Index Sponsor announces that it shall make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent assets and capitalisation and other routine events);

"**Index Sponsor**" means, in respect of an Index and a Class of ETP-Index Linked Securities, the Index Sponsor specified as such in the Final Terms relating to a Class of ETP-Index Linked Securities;

"**Individual ETP Entitlement**" or "**IEE**" shall have the meaning set out in Condition 2.1 below;

"**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer;

"**Merger Event**" means any change offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Debt Securities of the Debt Securities issuer that results in a transfer of or an irrevocable commitment to transfer all such Debt Securities (other than such Debt Securities owned or controlled by such other entity or person), or consolidation, amalgamation, merger or binding debt security exchange of the Debt Securities issuer or its subsidiaries with or into another entity in which the Debt Securities issuer is the continuing entity and which does not result in a reclassification or change of all such Debt Securities outstanding but results in the outstanding Debt Securities (other than Debt Securities

owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Debt Securities immediately following such event, in each case if the respective Merger Date is on or before the Final Trading Date;

"**New Securities**" shall have the meaning set out in Condition 8 below;

"**Optional Redemption Settlement Date**" means in respect of an Optional Redemption:

(a) if Physical Redemption applies, the second Valuation Date following the applicable Redemption Notice Date, provided that if the Issuer determines, acting reasonably, that the relevant Debt Securities or Fund-Shares, as applicable, will not be deposited in the relevant Securityholder Account on such date, the Optional Redemption Settlement Date will be such later date which is a Valuation Date on which settlement is completed; and

(b) if Cash Redemption applies, the second Payment Business Day following the date on which the Issuer has received in full cleared funds in an Issuer Cash Account the proceeds of the sale of the relevant Underlying Asset in respect of the ETP-Index Linked Securities;

"**Physical Redemption**" means in relation to the Redemption of any ETP-Index Linked Securities, settlement of the Redemption Obligations in respect thereof by delivery of the relevant Underlying Assets in accordance with Condition 3.5 (*Delivery of Fund-Shares upon Optional Redemption*) of this Issue Specific Option IX;

"**Rebalancing**" means an adjustment to the ETP Entitlement of a Class of ETP-Index Linked Securities, in accordance with Condition 7 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX;

"**Rebalancing Date**" means:

(a) In respect of a Required Rebalancing, the date(s) on which the Index rebalances in accordance with its methodology, or if such date is not a Valuation Date, the following Valuation Date; and

(b) in respect of a Voluntary Rebalancing, the date(s) so notified to Securityholders by the Issuer,

and the period during which such Rebalancing takes place, being the "**Rebalancing Period**";

"**Rebalancing Index Disruption Event**" means the occurrence of an Index Disruption Event that the Issuer, acting in good faith and in a commercially reasonable manner, determines necessitates an adjustment to the ETP Entitlement in respect of a Class of ETP-Index Linked Securities pursuant to the Voluntary Rebalancing in accordance with Condition 7 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX;

"**Redemption**" means the redemption of ETP-Index Linked Securities by the Issuer in accordance with the Conditions (and "**Redeem**" shall be construed accordingly);

"**Redemption Amount**" means, with respect to an Optional Redemption or Compulsory Redemption of ETP-Index Linked Securities of a Class, as applicable, and a Securityholder,

(a) in the case of a Physical Redemption:

(i) the product of:

(A) the ETP Entitlement with respect to ETP-Index Linked Security of that Class; and

(B) the number of ETP-Index Linked Securities subject to the Optional Redemption or Compulsory Redemption, as applicable, held by that holder,

less

(ii) the aggregate of the ETP Equivalent of the Redemption Deductions in respect of each of the Debt Securities or Fund-Shares comprising the ETP Entitlement of the ETP-Index Linked Securities of that Class held by that Securityholder,

(b) in the case of a Cash Redemption or a Compulsory Cash Redemption:

(i) the quotient of:

(A) the aggregate of the Base Currency Equivalent of the net proceeds actually realised from of the sale of an amount of Underlying Assets attributable or forming part of the Secured Property equal to the ETP Entitlement of the ETP-Index Linked Securities of that Class that are subject to Cash Redemption or Compulsory Cash Redemption (as the case may be); and

(B) the proportion of ETP-Index Linked Securities of such Class held by such Securityholder and subject to Cash Redemption or Compulsory Cash Redemption (as the case may be) relative to the total number of ETP-Index Linked Securities of such Class that are subject to Cash Redemption or Compulsory Cash Redemption;

less

(ii) the aggregate of the Base Currency Equivalent of the Redemption Deductions in respect of each of the Debt Securities or Fund-Shares comprising the ETP Entitlement of the ETP-Index Linked Securities of that Class held by that Securityholder,

in each case, calculated as at the Optional Redemption Settlement Date or Compulsory Redemption Settlement Date, as applicable, and to the precision as specified by the Delivery Precision Level,

taking into account any Permanent Adjustment, and

in each case unless "**Agreed Pricing**" is applicable, whereby, in such case, the Redemption Amount shall be the amount equal to the Asset Entitlement, (i) as previously agreed between the relevant Authorised Participant and the Issuer, (ii) as determined in accordance with (a) above in the case of Physical Redemption, or (b) above in the case of Cash Redemption and (iii) in each case taking into account the interests of Securityholders and in a commercially reasonable manner;

"**Redemption Deductions**" means the Execution Cost and/or any other applicable fees in connection with the redemption of ETP-Index Linked Securities as may be specified in accordance with the Conditions and this issue Specific Option IX;

"**Redemption Delivery Procedures**" means the physical redemption as set out in Condition 3.5 (*Delivery of Fund-Shares upon Optional Redemption*) of this Issue Specific Option IX;

"**Redemption Notice Date**" means a Business Day on which a valid Redemption Form is received provided that a Redemption Form received after such time as set out in the Operating Memorandum on a Business Day will be treated as having been received on the next Business Day;

"**Redemption Obligations**" means the obligation of the Issuer on Redemption of an ETP-Index Linked Security to deliver the relevant Underlying Asset(s) (or if applicable, make payment) to the relevant Securityholder in accordance with the Conditions;

"**Redemption Payment Procedures**" means (i) in the case of Cash Redemption, as set out at Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IX, or (ii) in the case of Compulsory Cash Redemption, as set out at Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option IX, as applicable;

"**Register**" means with respect to each Class of ETP-Index Linked Securities, the register of Securityholders of that class kept and maintained by the Registrar;

"**Registrar**" means with respect to a Class of ETP-Index Linked Securities, such person as may be appointed by the Issuer from time to time to maintain the Register;

"**Required Rebalancing**" means, with respect to an ETP-Index Linked Security, a Rebalancing necessitated by and carried out in conjunction with a rebalancing of the Index, as set out in Condition 7.2 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX;

"**Secured Custody Accounts**" means, with respect to an ETP-Index Linked Security, an account or accounts,

being the custodial account to which the Debt Securities or Fund-Shares, as applicable, for such ETP-Index Linked Security are deposited, in each case established in the name of the Issuer with the Custodians pursuant to the Custody Agreements;

"**Securityholder Account**" means:

(a) in relation to any ETP-Index Linked Securities to be Redeemed by Physical Redemption, a Custodial Account;

(b) in relation to any payment specified to be due by the Issuer to a Securityholder under the conditions of this Issue Specific Option, an account in the currency of the relevant Base Currency,

which, in the case of an Authorised Participant, shall be notified in writing for such purposes by the Authorised Participant to the Issuer and the Trustee from time to time, and in the case of a Securityholder who is not an Authorised Participant, shall be as specified in the Redemption Form;

"**Suspended Day**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IX;

"**Suspension Period**" has the meaning given to it in Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IX (and "**Suspended Period**" shall be construed accordingly);

"**Tender Offer**" means a tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding Debt Securities, as determined by the Issuer;

"**Threshold Redemption Event**" occurs if on any Business Day falling on or after the 60th calendar day following a Threshold Event Date, the market value (as determined by the Issuer) of the ETP Entitlement per ETP-Index Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such Securities specified in the relevant Final Terms;

"**Tracking Error**" means the divergence between the performance of a Class of ETP-Index Linked Securities and the performance of the specified Index;

"**Underlying Asset(s)**" has the meaning given to it in the Final Terms for the relevant Class of ETP-Index Linked Securities;

"**US Broker-Dealer**" means Foreside Fund Services, LLC or any other broker-dealer that controls, is controlled by, or is under common control with Foreside Fund Services, LLC, including Foreside Funds Distributors, LLC, Foreside Financial Services, LLC, IMST Distributors, LLC or Quasar Distributors, LLC. Each entity is a broker-dealer registered under the U.S. Securities Exchange Act of 1934 as amended and a member of the Financial Industry Regulatory Authority;

"**Valuation Date**" means with respect to a Class of ETP-Index Linked Securities, a day which is a (i) Business Day, (ii) a Relevant Clearing System Business Day, (iii) a day on which the relevant Underlying Asset(s) can be traded in the relevant market and (iv) a day on which the relevant Custodian(s) is/are open for dealings in the Underlying Assets, or as may otherwise be set out on the Issuer's Website;

"**Voluntary Rebalancing**" means a Rebalancing other than a Required Rebalancing, which may be triggered (without limitation) (i) upon the Issuer, acting in good faith and in a commercially reasonable manner determining that a Rebalancing is desirable to help reduce the Tracking Error with the Index; or (ii) following the occurrence of a Rebalancing Index Disruption Event, as set out in Condition 7.2 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX, whereby, in case of an Index Cancellation, this shall include the substitution of the Index with an economically comparable Index provided by another Index Sponsor;

"**Weight Adjustment Factor**" means, in respect of a Class of ETP-Index Linked Securities and a relevant day, an amount determined by the Issuer that represents a change in the Individual ETP Entitlement for a Share comprised in the ETP Entitlement for that Class of ETP-Index Linked Securities to reflect the quantities of such Share held in respect of the ETP-Index Linked Securities following a Rebalancing (as described in A Condition

7 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX (which includes execution costs, slippage and other costs involved in the Rebalancing), which shall be zero on any day other than a Rebalancing Date; and

"**Weights**" means, for a Required Rebalancing and a Voluntary Rebalancing, the effective percentage weights of the ETP-Index Linked Securities in the Index derived by the Issuer for the purposes of that Required Rebalancing or Voluntary Rebalancing.

1. STATUS OF PHYSICAL ETP-INDEX LINKED SECURITIES

1.1 ETP-Index Linked Securities do not bear interest and have no final maturity date.

1.2 The Issuer shall at all times publish on the Issuer's Website the Classes of ETP-Index Linked Securities which are in issue or available to be issued.

2. ETP ENTITLEMENT

2.1 Each Class of ETP-Index Linked Security will have a separate ETP Entitlement as follows:

(a) The initial ETP Entitlement on the Issue Date for the first Tranche of ETP-Index Linked Securities of a Class will be as set out in the Final Terms for that Tranche of that Class of ETP-Index Linked Securities.

(b) For any day following the Issue Date of the first Tranche of each Class of ETP-Index Linked Securities, subject to various adjustments as detailed in (d) below, the ETP Entitlement for each Class of ETP-Index Linked Security will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\mathbf{EE}(\boldsymbol{i},\boldsymbol{t}) = \sum \boldsymbol{IEE}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t})}$$

*W*here:

EE refers to the ETP Entitlement;

i refers to the relevant Class of ETP-Index Linked Security;

j refers to each Debt Security or Fund-Share, as applicable, comprised in the ETP Entitlement for the relevant Class of ETP-Index Linked Securities on day t;

t refers to the applicable day (with t-1 being the previous day); and

$IEE_{(i,j,t)}$ is the Individual ETP Entitlement for each Debt Security or Fund-Share, as applicable, comprised in the ETP Entitlement for the relevant Class of ETP-Index Linked Securities on day t, calculated pursuant to the formula set out in (c) below.

(c) For any day following the Issue Date of the first Tranche of each Class of ETP-Index Linked Securities, subject to various adjustments as detailed in (d) below, the Individual ETP Entitlement in respect of each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement for an ETP-Index Linked Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level in accordance with the following formula:

$$\boldsymbol{IEE}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t})} = \boldsymbol{IEE}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t}-\mathbf{1})} \times \left[\left(\mathbf{1} - \boldsymbol{TER}_{(\boldsymbol{i},\boldsymbol{t})}\right)^{\frac{\mathbf{1}}{\boldsymbol{N}}} + \boldsymbol{CA}_{(\boldsymbol{i},\boldsymbol{t})}\right] + \boldsymbol{WA}_{(\boldsymbol{i},\boldsymbol{j},\boldsymbol{t}-\mathbf{1})}$$

Where:

i refers to the relevant Class of ETP-Index Linked Security;

j refers to each Debt Security or Fund-Share, as applicable, comprising the ETP

Entitlement in respect of that Class of ETP-Index Linked Securities on day t;

t refers to the applicable day (with t-1 being the previous day);

$IEE_{(i,j,t)}$ is the Individual ETP Entitlement for each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Index Linked Securities for day t;

$IEE_{(i,j,t-1)}$ is the Individual ETP Entitlement for each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Index Linked Securities on the day preceding day t;

$TER_{(i,t)}$ means the Total Expense Ratio as of the relevant calendar day, expressed as a decimal;

$CA_{(i,j,t)}$ is the per annum Capital Adjustment Factor in respect of each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Index Linked Securities on day t, expressed as a decimal (so that by way of example 50 basis points per annum is expressed as 0.0050);

$WA_{(i,j,t)}$ is the Weight Adjustment Factor applicable in respect of each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement in respect of that Class of ETP-Index Linked Securities on day t (which shall be zero in respect of any ETP-Index Linked Securities, on any day that is not a Rebalancing Date);

$WA_{(i,j,t-1)}$ is $WA_{(i,j,t)}$ on the day preceding day t; and

N means 365 (or 366 when the relevant calendar day is in a leap year).

(d) For any day following the Issue Date of the first Tranche of each Class of ETP-Index Linked Securities, subject to various adjustments as detailed in (e) below, the Individual ETP Entitlement in respect of each Debt Security or Fund-Share, as applicable, comprising the ETP Entitlement for an ETP-Index Backed Security of a Class will be calculated daily to the applicable Asset Entitlement Precision Level (as specified in the Final Terms) as per the following formula:

$$\boldsymbol{IEE_{(i,t)} = IEE_{(i,t-1)} \times \left(\left[\left(1 - TER_{(i,t)}\right)^{1/N} + CA_{(i,t)}\right] \times \left(1 - Coupon_{(i,j,CPD)}\right)^{n/N}\right) \times \left(1 - WA_{(i,j,t-1)}\right)}$$

where, in addition to the definitions set out above, the following definitions shall apply:

CPD refers to a coupon payment date (as specified in the Final Terms);

Coupon refers to, if the business day t is equal to a CPD, the percentage level specified in the Final Terms or, if the business day t is not a CPD, 0 per cent;

n refers to the number of calendar days from and excluding the immediately preceding CPD to and including the current CPD;

Coupon Business Day Convention means modified following; and

Coupon Business Day shall have the meaning as further specified in the Final Terms.

(e) The ETP Entitlement or Individual ETP Entitlement, as applicable, set out above may be subject to the adjustments based on the following:

(i) Condition 7 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX; and/or

(ii) Condition 18.3 (*Further Securities; Other Pools; Transfers To New Pools*) of the General Terms and Conditions; and/or

(iii) a Permanent Adjustment.

3. REDEMPTION OF ETP-INDEX LINKED SECURITIES

3.1 Entitlement on Redemption

Each ETP-Index Linked Security shall carry:

(a) a right on an Optional Redemption under Condition 3 (*REDEMPTION OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX:

(i) if Physical Redemption applies, to delivery of Underlying Assets in the Redemption Amount in accordance with the Redemption Delivery Procedures; and

(ii) if Cash Redemption applies, to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures,

on the applicable Optional Redemption Settlement Date;

(b) a right on a Compulsory Redemption under Condition 4 (*COMPULSORY REDEMPTION BY THE ISSUER*) of this Issue Specific Option IX to payment of the Redemption Amount in the Base Currency in accordance with the Redemption Payment Procedures on the applicable Compulsory Redemption Settlement Date.

3.2 Redemptions by Authorised Participants

A Securityholder who is also an Authorised Participant may require the Issuer to effect an Optional Redemption of ETP-Index Linked Securities in accordance with Condition 8.2 (*Redemption by Authorised Participants*) of the General Terms and Conditions.

Physical Redemption shall apply to all Optional Redemptions by a Securityholder who is also an Authorised Participant save that Cash Redemption will apply in the circumstances specified in Condition 3.6(a)(ii) (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IX.

3.3 Redemptions by Non-AP Securityholders

A Non-AP Securityholder may require the Issuer to effect an Optional Redemption of ETP-Index Linked Securities in accordance with Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions. Cash Redemption shall apply to all Optional Redemptions by a Non-AP Securityholder to the extent the relevant Non-AP Securityholder has requested Cash Redemption in fulfilment of its delivery claim to the Underlying Asset.

3.4 Redemption Notice

(a) In addition to the requirements as set out at Condition 8.4 (*Redemption Form*) of the General Terms and Conditions, in the case of a Non-AP Securityholder, a Redemption Form must specify a Securityholder Account.

(b) If the Redemption Form does not meet the requirements of Condition 3.4(a) (*Redemption Notice*) of this Issue Specific Option IX, then the Redemption Form shall be invalid.

3.5 Delivery of Fund-Shares upon Optional Redemption

(a) Where ETP-Index Linked Securities of a Class held by a Securityholder are required to be Redeemed by Physical Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such ETP-Index Linked Securities, instruct the relevant Custodian(s) to transfer the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such ETP-Index Linked Securities in an amount equal to the Redemption Amount with respect to those ETP-Index Linked Securities, from the relevant

Secured Custody Accounts to the relevant Securityholder Account, to be delivered to such account on the Optional Redemption Settlement Date.

(b) From the Optional Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount in respect of each ETP-Index Linked Security shall pass to the holder of such ETP-Index Linked Securities. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Custodian to effect a delivery of Underlying Assets in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Securityholder its claims in relation to such Underlying Assets in satisfaction of all claims of such Securityholder in respect of the ETP-Index Linked Securities to be Redeemed and the Securityholder shall have no further claims against the Issuer, the Trustee or the Secured Property.

(c) The obligations of the Issuer in respect of ETP-Index Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.5 (*Delivery of Fund-Shares upon Optional Redemption*) of this Issue Specific Option IX.

3.6 **Payment of Cash upon Optional Redemption**

(a) Cash Redemption will apply if:

(i) a Non-AP Securityholder Redeems all or part of its holding of Securities and has requested Cash Redemption in fulfillment of its delivery claim to the Underlying Asset in accordance with Condition 8.3(a) (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions;

(ii) in case non AP Securityholder, the Underlying Asset(s) to which the Securityholder is entitled on Redemption is not successfully delivered to the Securityholder (unless this results from the fault of the Issuer) and is not claimed by such Securityholder by the 30th calendar day after the Redemption Settlement Date (whereupon the ETP Entitlement per Security will be determined as of the first Business Day following the expiry of such 30 day period).

(b) Where ETP-Index Linked Securities are required to be Redeemed by Cash Redemption, the Issuer shall upon receipt of the relevant valid Redemption Form and Acceptable Delivery of such ETP-Index Linked Securities sell the relevant Underlying Asset(s) attributable to or forming part of the Secured Property in respect of such ETP-Index Linked Securities in an amount equal to the product of (i) the ETP Entitlement of an ETP-Index Linked Security of such Class; and (ii) the number of ETP-Index Linked Securities subject to Redemption.

(c) The Issuer will transfer the aggregate Redemption Amount with respect to the ETP-Index Linked Securities on the Optional Redemption Settlement Date to the relevant Securityholder by transfer to the Securityholder's bank account or cheque made payable to the Securityholder and sent by post at the risk of the Securityholder.

(d) The obligations of the issuer in respect of ETP-Index Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of Condition 3.6 (*Payment of Cash upon Optional Redemption*) of this Issue Specific Option IX.

3.7 **Suspension of Redemptions**

If on any Valuation Date (a "**Threshold Event Date**") the Issuer determines that the prevailing market value of the ETP Entitlement in respect of an ETP-Index Linked Security of a Class is less than 0.6x times the percentage level of the Principal Amount of such an ETP-Index Linked Security specified in the relevant Final Terms:

(i) the Issuer may at any time after the Threshold Event Date, for so long as the Issuer determines

that the prevailing market value of the ETP Entitlement of an ETP-Index Linked Security of that Class continues to be less than the percentage level of the Principal Amount of an ETP-Index Linked Security of that Class specified in the relevant Final Terms, suspend the right to request redemption of such ETP-Index Linked Securities pursuant to Condition 3 (*REDEMPTION OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX; and

(ii) the Issuer shall give notice convening a meeting of Securityholders of such Class on a date not more than 30 calendar days after the Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of an ETP-Index Linked Security of that Class to an amount the Issuer determines in its discretion.

Subject as provided in Condition 3 (*REDEMPTION OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX, the Issuer may at its discretion terminate any such suspension at any time.

3.8 **Suspension of Optional Redemptions**

The following provisions shall apply where Optional Redemptions have been suspended:

(a) Agreed Pricing may continue;

(b) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the parties to the Programme Documents and, where Securityholders other than Authorised Participants are entitled to redeem ETP-Index Linked Securities pursuant to Condition 8.3 (*Redemption by Non-AP Securityholders*) of the General Terms and Conditions, the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;

(c) any such suspension may continue for a period of up to 60 days, and may continue thereafter at the discretion of the Issuer in the case of a suspension pursuant to Condition 3.9 (*Disruption Events*) of this Issue Specific Option IX, if the Extraordinary Resolution referred to in Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option IX above has not been passed; and

(d) any suspension that has been implemented in accordance with Condition 3.7 (*Suspension of Redemptions*) of this Issue Specific Option IX shall not affect any redemption pursuant to an Redemption Form, received (or deemed to have been received) on a prior date to that on which the suspension commenced, but any Redemption Form in respect of ETP-Index Linked Securities submitted or deemed to be received on a Valuation Date when the right to request redemption of the ETP-Index Linked Securities pursuant to Condition 3 (*REDEMPTION OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX is suspended pursuant to this Condition 3.9 (*Disruption Events*) of this Issue Specific Option IX shall be invalid.

3.9 **Disruption Events**

The Issuer 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 with respect to a Class of ETP-Index Linked Securities (each such event a "**Disruption Event**"):

(a) Trading Disruption;

(b) Service Provider Disruption - Custodian:;

(c) Secured Accounts Disruption;

(d) Calculation Disruption; and/or

(e) Adjustment Events.

3.10 **Determination of Disruption Events and Suspension**

(a) If the Issuer determines that a Disruption Event has occurred or exists with respect to a Class

of ETP-Index Linked Securities on any day, it may (but shall not be obliged to) by the immediately following Business Day give notice of the postponement and/or suspension of:

(i) any validated and/or non-validated Subscription and/or Redemption Orders and any request for the Redemption of ETP-Index Linked Securities of such Class;

(ii) the settlement of any Redemption of ETP-Index Linked Securities of such Class; and/or

(iii) any Compulsory Redemption Settlement Date, Optional Redemption Settlement Date and/or delivery of any of the Fund-Shares or the payment of any amount in connection therewith,

to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), 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 and/or events set out in Conditions 3.10(a)(i) to 3.10(a)(iii) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IX will be postponed and/or suspended on such Suspended Day or during such Suspended Period, as applicable (and, in determining this, the Issuer shall consider whether the relevant Disruption Event would disrupt the actions required to be performed by it, the Management and Determination Agent, any Authorised Participant and/or any other Programme Party in connection with Redemption of ETP-Index Linked Securities, and/or any Compulsory Redemption of the ETP-Index Linked Securities),

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

In addition, if the Issuer determines that a Secured Accounts Disruption has occurred or exists with respect to a Class of ETP-Index Linked Securities on any day, it may (but shall not be obliged to) by the Business Day immediately following a definitive determination give notice of a Permanent Adjustment to the Management and Determination Agent, the Authorised Participants, the Trustee, and the relevant Custodian(s), specifying the amount of that Permanent Adjustment.

(b) The Issuer is not under any obligation to monitor whether or not a Disruption Event has occurred or is continuing with respect to a Class of ETP-Index Linked Securities on any day unless a Suspension Notice has been given in respect of a Suspension Period in which case the Issuer'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 at the end of the Suspension Period in accordance with Condition 3.10(a) (*Determination of Disruption Events and Suspension*) of this Issue Specific Option IX). The Issuer shall have no liability to the Trustee, any Custodian, any Securityholder, any Authorised Participant or any other person for any determination or non-determination that it makes in respect of the occurrence or existence of a Disruption Event.

(c) The Issuer shall, as soon as reasonably practicable after receipt by it of a Suspension Notice give notice thereof to the Securityholders in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

3.11 **Postponement relating to the Redemption of the ETP-Index Linked Securities**

(a) If, in respect of a Disruption Event, the Issuer has specified in the related Suspension Notice

that the Compulsory Redemption Settlement Date, Final Redemption Date and/or Optional Redemption Settlement Date (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 30th Business Day following such Disruption Postponable Date, the Issuer, acting in good faith and in consultation with the Management and Determination Agent, may determine an appropriate method for Redeeming the ETP-Index Linked Securities and determining the Final Redemption Date and/or Optional Redemption Settlement Date, as applicable, for the purposes of such redemption of such ETP-Index Linked Securities (a "**Disrupted Redemption Method**"). For the avoidance of doubt, (i) if multiple days are specified as Disruption Postponable Dates, such Disruption Postponable Dates shall be deemed to have been postponed consistently to ensure that the same number of days passes between these multiple days as would pass if no Disruption Event had occurred, and (ii) if any Disruption Postponable Date is postponed in accordance with this Issue Specific Option IX, 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.

(b) The Issuer shall, as soon as reasonably practicable following determination of any Disrupted Redemption Method, notify each Programme Party and the Securityholders of the details of such Disrupted Redemption Method in accordance with Condition 20 (*NOTICES*) of the General Terms and Conditions.

(c) No additional amount shall be payable or deliverable to any Authorised Participant or any Securityholder in connection with any postponement to the timing, or any amendment to the method, in each case in accordance with Condition 3.11(a) (*Postponement relating to the Redemption of the ETP-Index Linked Securites*) of this Issue Specific Option IX, of Compulsory Redemption or Optional Redemption of the ETP-Index Linked Securities.

3.12 **Timings for Redemption of the ETP-Index Linked Securities**

A Redemption Form that is lodged by the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as lodged on that Business Day. A Redemption Form that is lodged after the Notice Deadline set out in the relevant Final Terms on a Business Day will be treated as having been lodged on the following Business Day.

4. COMPULSORY REDEMPTION BY THE ISSUER

In relation to all Compulsory Redemptions to be effected in accordance with the Conditions and this Issue Specific Option IX, the Issuer will, on:

(a) the Compulsory Cash Redemption Sale Date (in the case of Redemption pursuant to Condition 9.1 (*Compulsory Redemption on Termination – Issuer Call Redemption Event*) of the General Terms and Conditions); or

(b) the Compulsory Redemption Notice Date (in the case of Redemption pursuant to Condition 9.2 (*Compulsory Redemption Events*) of the General Terms and Conditions, Condition 9.3 (*Compulsory Redemption for cause*) of the General Terms and Conditions or Condition 9.5 (*Compulsory Redemption on Event of Default*) of the General Terms and Conditions),

sell the Underlying Asset(s) attributable to or forming part of the Secured Property in respect of the ETP-Index Linked Securities subject to such Compulsory Redemption in an amount equal to the product of (i) the ETP Entitlement of an ETP-Index Linked Security of such class, and (ii) the number of ETP-Index Linked Securities subject to Compulsory Redemption, calculated as at the Compulsory Redemption Settlement Date.

The Issuer will transfer the Redemption Amount to the relevant Securityholder on the Compulsory Redemption Settlement Date by transfer to the Securityholder's bank account or cheque made payable

to the Securityholder and sent by post at the risk of the Securityholder subject to the Securityholder having delivered the Underlying Assets being Redeemed to the Issuer by either depositing them into an appropriate Relevant Clearing System account (as directed by the Issuer) and giving correct delivery free of payment instructions in a Relevant Clearing System or delivering the certificates in respect of them to the Issuer (or otherwise having delivered such ETP-Index Linked Securities to the Issuer by agreement with the Issuer) provided that (if applicable) the Securityholder has made Acceptable Delivery.

The obligations of the Issuer in respect of ETP-Index Linked Securities being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition.

5. REDEMPTION DEDUCTIONS

5.1 On a Redemption of ETP-Index Linked Securities at the request of a Securityholder, the aggregate amount of the Redemption Deductions (which shall be calculated in respect of each Fund-Share comprising the ETP Entitlement in respect of an ETP-Index Linked Security) shall be notified to the Securityholder at the time that the Redemption Amount is paid to the Securityholder.

5.2 On a Compulsory Redemption of ETP-Index Linked Securities by the Issuer, the Issuer shall notify the Class of Securityholders whose ETP-Index Linked Securities are subject to Compulsory Redemption of the aggregate amount of the Redemption Deductions, and their allocation to particular Securityholders pursuant to Condition 20 (*NOTICES*) of the General Terms and Conditions.

6. AMENDMENTS TO ISSUE SPECIFIC OPTION IX

This issue Specific Option IX may be amended in accordance with the Trust Deed and the Conditions. Any amendment to this Issue Specific Option IX will be notified to Securityholders by notice under Condition 20 (*NOTICES*) of the General Terms and Conditions, and shall not take effect until at least 30 days following such announcement, save that (i) a reduction in any fees and (ii) minor technical amendments which, in the opinion of the Trustee, are not materially prejudicial to the interests of the Securityholders may take effect on announcement.

7. REBALANCING OF ETP-INDEX LINKED SECURITIES

7.1 The ETP Entitlement shall be adjusted as provided in this Condition 7 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) (a "**Rebalancing**") of this Issue Specific Option IX.

7.2 A Rebalancing will take place whenever the Index is rebalanced in accordance with its methodology (a "**Required Rebalancing**"), and may at the election of the Issuer take place on other occasions if the Issuer, acting in good faith and in a commercially reasonable manner, determines that a Rebalancing is desirable to help reduce tracking error with the Index or following the occurrence of a Rebalancing Index Disruption Event (a "**Voluntary Rebalancing**").

7.3 The Issuer shall endeavour to provide holders of ETP-Index Linked Securities with notice of a Voluntary Rebalancing not less than 5 Business Days prior to the expected Rebalancing Date of that Voluntary Rebalancing.

7.4 The Issuer shall on the Rebalancing Dates try to match (to the extent reasonably practicable) the proportions of the Fund-Shares held in respect of the relevant ETP-Index Linked Security to the Weights, which may include the addition of a new type of Share subject to that Fund-Share being accepted by a Custodian for custody under the relevant Custody Agreement.

7.5 The Issuer shall accordingly adjust the ETP Entitlement of a Class of ETP-Index Linked Securities in existence to correspond, to the extent possible, to the number, quantity and type of Fund-Shares held in respect of such Class of ETP-Index Linked Securities immediately following the Rebalancing by applying the Weight Adjustment Factor. If, for whatever reason, the Issuer is unable (in good faith) to calculate the Weight Adjustment Factor, such as in circumstances where the trading activities referenced in Condition 7.4 (*REBALANCING OF ETP-INDEX LINKED SECURITIES*) of this Issue Specific Option IX above have not completed or settled in full, then the calculation of the ETP Entitlement may be postponed until the Weight Adjustment Factor is able to be calculated by the Issuer.

7.6 No money shall be payable by the Issuer to Securityholders, or by Securityholders to the Issuer, in respect of a Rebalancing.

7. Form of the Securities

The Securities of each Class will be in either bearer form or registered form. Bearer Securities and Registered Securities will be issued outside the United States in reliance on Regulation S under the Securities Act ("**Regulation S**").

Bearer Securities

Each Class of Bearer Securities will be in bearer form and will initially be issued in the form of a temporary global security (a "**Temporary Global Security**") which will:

(a) if the Bearer Securities are intended to be issued in new global note ("**NGN**") form, as stated in the Final Terms relating to such Class, be delivered on or prior to the original issue date of the Securities to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking SA ("**Clearstream, Luxembourg**");

(b) if the Bearer Securities are not intended to be issued in NGN form and the Relevant Clearing Systems are Euroclear and Clearstream, Luxembourg, as stated in the Final Terms relating to such Class, be delivered on or prior to the original issue date of the Securities to a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg; and

(c) if the Bearer Securities are not intended to be issued in NGN form and the Relevant Clearing System is Clearstream Banking AG, Eschborn ("**Clearstream, Frankfurt**"), as stated in the Final Terms relating to such Class, be delivered on or prior to the original issue date of the Securities to Clearstream, Frankfurt.

On 13 June 2006 the European Central Bank (the "**ECB**") announced that Securities in NGN form are in compliance with the 'standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "**Eurosystem"**), ***provided that*** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Securities in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

Where the Bearer Securities issued in respect of any Class are in NGN form, the Final Terms for such Class will also indicate whether such Bearer Securities are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Securities are to be so held does not necessarily mean that the Bearer Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

On or after the date (the "**Exchange Date**") which is 40 days after the Temporary Global Security is issued, interests in a Temporary Global Security will, upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Security, be exchangeable, in whole or in part, for interests in a permanent Global Security (the "**Permanent Global Security**") or for definitive Bearer Securities of the same Class ("**Definitive Securities**"), each as described in the Temporary Global Security. The Permanent Global Security in respect of any Class will be exchangeable for Definitive Securities as described in the Permanent Global Security. Each Bearer Security (and any interest therein), whether represented by a Temporary Global Security, Permanent Global Security or Definitive Security, may only be offered and sold to non U.S. persons in offshore transactions satisfying the requirements of Regulation S.

Whilst any Bearer Security is represented by a Temporary Global Security, payments of principal and any other amount payable in respect of the Securities due prior to the Exchange Date will be made (against presentation of the Temporary Global Security if the Temporary Global Security is not intended to be issued in NGN form)

only to the extent that certification (in the form set out in the Temporary Global Security) to the effect that the beneficial owners of interests in the Temporary Global Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and/or Clearstream Frankfurt and Euroclear and/or Clearstream, Luxembourg and/or Clearstream, Frankfurt, as applicable, has given a like certification (based on the certifications it has received) to the relevant Issuing and Paying Agent.

Payments of principal or any other amounts on a Permanent Global Security will be made through Euroclear and/or Clearstream, Luxembourg and/or Clearstream, Frankfurt, as applicable, (against presentation or surrender (as the case may be) of the Permanent Global Security if the Permanent Global Security is not intended to be issued in NGN form) without any requirement for certification.

Each Temporary Global Security or Permanent Global Security relating to Bearer Securities shall be exchangeable in whole but not in part for Definitive Securities if so specified in the relevant Final Terms only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that Euroclear or Clearstream, Luxembourg or Clearstream, Frankfurt or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention to cease business permanently or does in fact do so.. The Issuer shall bear the cost and expense of such exchange.

On or after any Exchange Date, the bearer of a Temporary Global Security or Permanent Global Security may surrender it to or to the order of the Issuing and Paying Agent. In exchange for a Temporary Global Security or Permanent Global Security, the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Securities in an aggregate number equal to the number of Securities represented by the Bearer Security submitted for exchange, security printed substantially in the form set out in the Trust Deed. On exchange in full of the Temporary Global Security or Permanent Global Security, such Temporary Global Security or Permanent Global Security will be cancelled.

The following legend will appear on all Bearer Securities (other than Temporary Global Securities) where TEFRA D is specified in the applicable Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Securities, receipts or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Securities.

Securities which are represented by a Bearer Security will only be transferable in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg or Clearstream, Frankfurt, as the case may be.

Registered Securities

The Registered Securities of each Class will initially be represented by a global Security in registered form (a "**Global Registered Certificate**"). The Global Registered Certificate in respect of such Registered Securities will be registered in the name of a nominee for, and shall be deposited on its issue date with the Relevant Clearing System or, in case of Euroclear and Clearstream, Luxembourg, with a Common Depositary on behalf of Euroclear or Clearstream, Luxembourg.

Payments of principal and any other amount in respect of the Global Registered Certificate will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in the Conditions) as the registered holder of the Global Registered Certificate. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made

on account of beneficial ownership interests in the Global Registered Certificate or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Securities in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in the Conditions) immediately preceding the due date for payment in the manner provided in the Conditions.

Interests in a Global Registered Certificate will be exchangeable in whole but not in part for Registered Security certificates in definitive form ("**Individual Certificates**") at the cost and expense of the Issuer only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that Euroclear or Clearstream, Luxembourg or Clearstream, Frankfurt or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention to cease business permanently or does in fact do so.

Registered Securities represented by a Global Registered Certificate shall be exchangeable and transferable only in accordance with, and subject to, the provisions of such Global Registered Certificate and the Agency Agreement, any applicable law and the rules and operating procedures for the time being of Euroclear, Clearstream, Luxembourg or Clearstream, Frankfurt, including the requirement that all Individual Certificates issued in exchange for a Global Registered Certificate shall bear a legend in the same form mutatis mutandis as that set out on the Global Registered Certificate.

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or Clearstream, Frankfurt shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

8. Purpose of Final Terms

In this section 8. the expression "necessary information" means, in relation to any Tranche of Securities of any Class, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Securities. In relation to any Securities which may be issued under the Programme, the Issuer has endeavoured to include in this Prospectus and the relevant Issue Specific Option all of the necessary information except for information relating to such Securities which is not known at the date of this Prospectus and the relevant Issue Specific Option and which can only be determined at the time of an individual issue of a Tranche of Securities.

Any information relating to any Securities which is not included in this Prospectus and the relevant Issue Specific Option and which is required in order to complete the necessary information in relation to a Tranche of Securities will be contained in the relevant Final Terms.

In respect of each Tranche of Securities, the related Final Terms must, for the purposes of that Tranche only, be read in conjunction with this Prospectus, the General Terms and Conditions and the relevant Issue Specific Terms and Conditions. The terms and conditions applicable to any particular Tranche of Securities are the Conditions as completed by the related Final Terms.

9. Form of Final Terms

Final Terms dated: [ ]

HANETF MULTI-ASSET ETC ISSUER PLC

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended), with registered number 146066)
(the "**Issuer**")

Legal Entity Identifier (LEI): 213800UWDRB36DW8O432

Issue of
[*number*] [*Class*] Securities

[Class No.: **[ ]**]
[Tranche: **[ ]**]

pursuant to

the Programme for the issuance of Exchange Traded Securities linked to and secured by Multiple Assets of the Issuer
(the "**Securities**")

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that for the offer jurisdictions: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].**]**[1]

[MIFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ECPS TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that for the offer jurisdictions: (i) the target market for the Securities is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); EITHER[2] [and (ii) all channels for distribution of the Securities are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] OR[3] [(ii) all channels for distribution to eligible counterparties and professional clients are

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1 Include legend in case MiFID II target market assessment in respect of the Securities is "Professional Investors and Eligible Counterparties only."

2 Include for Securities that are not ESMA complex pursuant to the Guidelines on complex debt instruments and structured deposits (ESMA/2015/1787) (the "**ESMA Guidelines**").

3 Include for Securities that are ESMA complex pursuant to the ESMA Guidelines. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability and appropriateness will be necessary. In addition, if the Securities constitute "complex" products, pure execution services to retail clients are not permitted without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable][4].**]**[5]

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES [ONLY] TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.**]**

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES AND RETAIL INVESTORS TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**") and retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][Insert further details on target market, client categories etc.**]**

PART A - CONTRACTUAL TERMS

Terms used herein shall have the meanings given to them in the terms and conditions (the "**Conditions**") set forth in the prospectus dated [ ] 2024 (the "**Prospectus**") [and the supplement(s) to it dated [ ]] which [together] constitute[s] a base prospectus for the purposes of UK version of Regulation (EU) No 2017/1129, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 of the UK (the "**UK Prospectus Regulation**"). This document constitutes the Final Terms of the Securities described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Prospectus in order to obtain all the relevant information.

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 Prospectus. The Prospectus (together with any supplement thereto) is available on

4 If there are advised sales, a determination of suitability will be necessary.

5 Include legend in case MiFID II target market assessment in respect of the Securities is "Retail Investor Target Market."

the website of the Issuer at http://www.hanetf.com.

The particulars in relation to this issue of Securities are as follows:

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs. Italics denote guidance for completing the Final Terms.]

1.	Class of Securities to which these Final Terms apply:	[●]/[●][*Name of Security*][ ]
2.	Principal Amount:	[ ]
3.	Base Currency:	[USD] / [EUR] / [CHF] / [GBP] / [SEK]/[●]
4.	Number of Securities to which these Final Terms apply:	[ ]
5.	Trade Date:	[ ]
6.	Issue Date:	[ ]
7.	Trading Method:	[Units] [ ]
8.	Interest:	[Yes] [Zero coupon]
9.	Default Interest:	[Yes] [Not applicable]
10.	Issue Specific Option:	Option [IV: Equity-Linked Securities] / [V: Equity-Basket Linked Securities] / [VI: Equity-Index Linked Securities] / [VII: ETP Linked Securities] / [VIII: ETP-Basket Linked Securities] / [IX: ETP-Index Linked Securities]
11.	Underlying Asset[s]:	[ ] [*in case of single asset underlyings, where applicable, insert names, names of the issuer, brief description (including the principal terms and conditions) of underlying assets, Regulated Stock Exchange or (if applicable) other trading venue of the underlying (including a description and standing of the market, market regulator), date of establishment of the underlying asset, weblink to documents of the underlying on trading venue, pricing information (frequency of publication and weblink to where published), securities codes including ISIN and primary listing/trading venues of relevant index, share or debt security/fund, as applicable*] [*in case of underlying baskets, basket components, insert names, securities codes including ISIN and primary listing/trading venues of each basket component along with their weightings.*[6]] [*specify type of fund and Fund Manager for each relevant fund*]
12.	Index Security:	[Applicable] [Not applicable]

[6] *The individual weighting of each basket component will be determined in items 13. – 17. below (as applicable) on the basis of their respective initial asset entitlement.*

	[Index: [*description and website*]] Index Sponsor: [ ], which is included in the register of administrators pursuant to Article 36 of the Benchmark Regulation (EU) 2016/1011.] [Leveraged Index/Non-Leveraged Index]/ [Not applicable]
13. Asset Entitlement Precision Level:	[ ]
14. Equity Entitlement on Issue Date:	[ ] / [Not applicable] [*if these final terms relate to basket-linked securities, set out the individual entitlements to each relevant class of securities*]
15. ETP Entitlement on Issue Date:	[ ] / [Not applicable] [*if these final terms relate to basket-linked securities, set out the individual entitlements to each relevant fund*]
16. Delivery Precision Level:	[ ]
17. Notice Deadline for Redemption Forms:	[ ]
18. Timeframe for Delivery of Securities:	[ ]
19. Subscription Minimum:	[ ] [not applicable]
20. Subscription Maximum:	1,000,000,000,000
21. Specified Denominations	The Securities may be traded in integral multiples of [one].
22. Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "Yes" simply means that the securities are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the securities will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] / [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
23. Form of Securities:	[Bearer Securities in [NGN Form / CGN Form]: [Temporary Global Security exchangeable for a Permanent Global Security which is exchangeable

	for Definitive Securities upon an Exchange Event]
	[Temporary Global Security exchangeable for Definitive Securities on and after the Exchange Date]
	[Permanent Global Securities exchangeable for Definitive Securities upon an Exchange Event]
	[Registered Securities in CGN Form: Global Registered Certificates registered in the name of [a nominee for a common depositary for Euroclear and Clearstream, Luxembourg / Clearstream, Frankfurt]]
	[Uncertificated Registered Securities]
24. Total Expense Ratio on Issue Date:	[ ]
25. Relevant Stock Exchange:	[Nasdaq First North Stockholm] / [Frankfurt Stock Exchange] / [Paris Stock Exchange] / [London Stock Exchange] / [ ]
26. Authorised Participants:	[*Name and address of relevant entity, Legal Entity Identifier (LEI) of relevant entity*]
27. Custodian(s):	[ ]
28. US Broker-Dealer(s):	[Not applicable][Insert relevant entity(ies)]
29.	
30. Loan Arrangements: [Not applicable] [Dividend payments are permitted,[*details of the dividend payments and any fees received by the Issuer in connection to those dividend payments*]]	[Not Applicable] [Loan arrangements are permitted] [*details of the loan arrangement payments and any fees received by the Issuer in connection to those dividend payments*]
31. Dividend: [Not applicable] [Dividend payments are permitted,[*details of the dividend payments and any fees received by the Issuer in connection to those dividend payments*]]	[Not Applicable] [Accumulating] [Distributing – see Dividend Payments]
32. Dividend Payments:	[Not applicable] [Dividend payments are permitted,[*details of the dividend payments and any fees received by the Issuer in connection to those dividend payments*]]
33. Distribution Payments:	[Not applicable] [Distribution payments are permitted,[*details of the distribution payments and any fees received by the Issuer in connection to those distribution payments*]]
34. Threshold Redemption Event - Level for compulsory redemptions	[*insert relevant percentage level*]
35. Threshold Redemption Event – Level for suspension of redemptions	[*insert relevant percentage level*]

36. Leverage Factor [+1/+2/+3/+4/+5/-1/-2/ -3/-4/-5]/[Not applicable]

The Issuer accepts the responsibility for the information contained in these Final Terms. [[ ] has been extracted from [ ]. The Issuer confirms that such additional information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading].

PART B OF FINAL TERMS - OTHER INFORMATION

1.	**Listing and admission to trading**:	[Application [will be] made to the [London Stock Exchange] / [and] [*other*] for the Securities to which these Final Terms apply to be admitted to trading on the regulated market thereof.] [The earliest trading date is expected to be [].]]
2.	**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]
3.	**Distribution:**	[*N.B. Consider any local regulatory requirements necessary to be fulfilled as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the prospectus (and any supplement) has been notified/passported*]
	Additional Selling Restrictions:	[Not Applicable]
4.	**Categories of potential investors:**	[Retail investors] [and] [Professional investors]
5.	**Reasons for the offer and use of proceeds:**	[*insert reasons for offer of Securities and/or admission to trading of Securities on a regulated market*]
	Estimated total expenses of the issue/offer:	[Not applicable] / [give details]
	Estimated net amount of proceeds:	[Not applicable] / [give details]
6.	**Total expenses related to the admission to trading:**	[Not applicable] / [give details]
7.	**Information about the past and future performance of the Underlying Asset and its volatility:**	[*Include type of Underlying Asset and details of where information about the past and future performance of the Underlying Asset and its volatility can be obtained free of charge with respect to the individual Underlying Asset. In case of Baskets, include such information for each individual Eligible Programme Underlyings comprised in the Basket as of the Issue Date. In case of Indices, include reference to the Index methodology*.]
8.	**Operational Information**	
	ISIN Code:	[ ]
	Relevant Stock Exchange security number:	[ ]
	Agents:	[*insert names and details of Registrar, Issuing and Paying Agent and other agents, as applicable*]
	Names and addresses of additional Paying Agent(s) and/or listing agent(s)(if any):	[ ]

9. Terms and Conditions of the Offer[7]

Offer Jurisdictions:	[give details]
Offer Period:	[ ]
Offer /Issue Price:	[*specify*]
Conditions to which the offer is subject:	[Not Applicable] / [*insert any applicable additional conditions to offer*] / [Offers of the Securities are conditional upon their issue and, as between the Authorised Participants and their customers, any further conditions as may be agreed between them]
Description of the application process:	[Not applicable] / [give details]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not applicable] / [give details]
Details of the minimum and/or maximum amount of application:	[Not applicable] / [give details]
Details of the method and time limited for paying up and delivering the Securities:	[Not applicable] / [The Securities will be issued on the Issue Date against payment to the Issuer of the Asset Entitlement]
Manner in and date on which results of the offer are to be made public:	[Not applicable] / [give details]
Whether tranche(s) have been reserved for certain countries:	[Not applicable] / [Offers may be made by offerors authorised to do so by the Issuer in [ ] to any person [ ].
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not applicable] / [*give details*]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not applicable] / [*give details*]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[None] / [*give details*]
Name and address of financial intermediary/ies authorised to use the Prospectus, as completed by these Final Terms (the "**Authorised Offerors**"):	[ ] [and] [each Authorised Participant expressly named as an Authorised Offeror on the Issuer's website (http://www.hanetf.com])]

10. Resolutions, authorisations and approvals by virtue of which the Securities will be created: [give details]

[7] *Only applicable to non-exempt offers; otherwise this section 9 will be deleted.*

10. Annex to Final Terms - Issue Specific Summary

[*Issue specific summary of the Securities to be inserted if (i) the Securities are to be listed on a regulated market in the EEA or (ii) publicly offered in a member state of the EEA*]

11. Summary of the Programme Documents

The following are summaries of certain provisions of the principal agreements entered into by the Issuer in relation to the Programme which are qualified in its entirety by reference to the detailed provisions of each such agreement. The following summaries do not purport to be complete, and prospective investors must refer to each programme agreement for detailed information regarding such agreement.

Capitalised terms used in the summaries below but not defined therein shall have the meanings given to such terms in the Conditions.

11.1 Trust Deed

The Securities of each Class shall be constituted by the Trust Deed, which shall comprise the principal trust deed dated on 12 February 2024 and made between the Issuer and the Trustee (as amended, supplemented, novated and/or replaced from time to time, the "**Principal Trust Deed**"), as supplemented and amended by a supplemental trust deed relating to that Class and made between the Issuer and the Trustee. The Principal Trust Deed and any supplemental trust deed in respect of each Class of Securities are referred to together as the "**Trust Deed**". Each Trust Deed will be governed by English law.

The relevant Trust Deed contains the provisions setting out the obligations of the Issuer with respect to the relevant Class of Securities, and will set out the covenants given by the Issuer in relation to such Class, including, without limitation, its covenant to pay, provisions relating to its duty to provide various persons with information, to prepare and display certain information, only to do such things as are contemplated within the applicable Trust Deed (most importantly, in relation to the issue and performance of the Securities) and its duties with respect to its obligations under the Securities. Each Trust Deed will also set out the basis for the remuneration and indemnification of the Trustee in respect of its duties, the conditions for the Trustee's appointment, retirement and removal and contains provisions which are supplemental to certain statutory provisions and which set out the powers of the Trustee and the extent of its duties.

Any trustee in respect of a Class of Securities may retire upon giving not less than three months' prior written notice to the Issuer, and the relevant Class of Securityholders may by Extraordinary Resolution remove any trustee or trustees of that Class, *provided that* the retirement or removal of a sole trust corporation will not be effective until a trust corporation is appointed as successor trustee. If a sole trust corporation in respect of a Class of Securities gives notice of retirement or an Extraordinary Resolution is passed for its removal, the Issuer will use all reasonable endeavours to procure that another trust corporation is appointed as trustee for such Class but if it fails to do so before the expiry of such three months' notice period, the Trustee will have the power to appoint a new trustee.

Pursuant to the Trust Deed in respect of a Class of Securities, the obligations of the Issuer relating to that Class shall be secured in favour of the Trustee, for its benefit and the benefit of the Securityholders of that Class of Securities, by the security over the Secured Property.

The Principal Trust Deed is available in electronic format on the Issuer's website: https://etp.hanetf.com/multi-asset-etc-documents.

11.2 Security Document(s)

In relation to each Class of Securities, the Issuer and the Trustee will enter into a Security Document pursuant to which the Secured Obligations of the Issuer relating to the Custody Agreement(s) shall be secured in favour of the Trustee, for its benefit and the benefit of the Securityholders by security over the Secured Property.

The Issuer has entered a New York Law governed financial assets pledge and security

agreement dated 12 February 2024 made between the Issuer and the Trustee (as amended, supplemented, novated and/or replaced from time to time, the "**US Security Agreement**"), taking security over all of the Issuer's custody subaccounts held with Interactive Brokers LLC holding the Underlying Assets deposited and has granted the Trustee a security interest in, all of the Issuer's right, title and interest in and in each case, as to each type of property, whether now existing or hereafter acquired by the Issuer held in the custody subaccounts.

11.3 Custody Agreement(s)

In relation to each Class of Securities, the Issuer will enter into a Custody Agreement with each Custodian pursuant to which the relevant Custodian(s) acknowledge(s) the security created in favour of the Trustee and agree(s) that once any relevant Underlying Asset(s) are deposited in the Secured Custody Accounts, and, excluding certain circumstances, it may only be removed after approval from the Issuer (or the Trustee following an Event of Default or an Issuer Insolvency Event). See below description of the Custodians with which the Issuer has or will be entering a Custodian Agreement.

Interactive Brokers (U.K.) Limited and Interactive Brokers LLC

Interactive Brokers (U.K.) Limited ("**IBUK**") is authorised and regulated by the Financial Conduct Authority with firm reference number is 208159 to conduct investment business in the United Kingdom with its address at Level 20 Heron Tower, 110 Bishopsgate, London, EC2N 4AY United Kingdom. Interactive Brokers LLC ("**IBLLC**") with its address at One Pickwick Plaza, Greenwich, Connecticut 06830, United States of America, is an affiliate of IBUK, is registered as a broker-dealer with the U.S. Securities and Exchange Commission, as a futures commission merchant with the U.S. Commodity Futures Trading Commission and is a member of the New York Stock Exchange in the United States. IBLLC is a subsidiary of Interactive Brokers Group LLC, the sole managing member of Interactive Brokers Group, Inc, a listed public company trading on U.S. NASDAQ exchange under the symbol "IBKR". Underlying Assets held by IBLLC are maintained in client accounts that located in the US.

The Issuer has entered a client agreement dated 12 February 2024 between the Issuer, IBUK and IBLLC (as amended, supplemented, novated and/or replaced from time to time, the "**IB Custody Agreement**") governing, amongst other things, the custody accounts held by the Issuer with IBLLC

European Depositary Bank S.A., Dublin Branch

European Depositary Bank S.A., Dublin Branch, is a branch of European Depositary Bank S.A which is a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg as a credit institution, having its registered office at 3, Rue Gabriel Lippmann, L-5365 Munsbach, Luxembourg and registered with the Luxembourg Register of Trade and Companies under number B10700 and registered with the Companies Registration Office under number 909107 as an external company with a branch in Ireland, at 2nd Floor, Block 5, Irish Life Centre, Abbey Street Lower, Dublin, D01 P767, Ireland.

Société Générale S.A., Dublin Branch

Société Générale S.A., Dublin Branch (the "**Société Générale**") is a branch of Société Générale S.A., a French public limited company founded in 1864 and which is one of France's leading commercial and investment banking institutions with operations throughout the world and with its head office at 29, boulevard Haussmann, 75009 Paris, France. The Société Générale is registered with the Paris Trade and Companies Register under number 552 120 222, is an establishment approved by the French Prudential Control and Resolution Authority (ACPR) and supervised by the French Financial Markets Authority (AMF). Société Générale S.A. is actively engaged in asset management, private banking and corporate and investment financial

services throughout the world. Société Générale S.A. provides global custody services to retail, institutional, industrial and corporate clients. In 2023, it had approximately EUR 4,671 billion in assets under custody.

11.4 Authorised Participant Agreement

The Issuer may enter into Authorised Participant Agreements with Authorised Participants in relation to each Class of Securities. These agreements will set out the terms on which each Authorised Participant will act as Authorised Participant in relation to a Class of Securities issued by the Issuer under the Programme.

The Authorised Participant Agreement sets out the procedure by which Subscription and Redemption Orders of the Securities are to be made. The Authorised Participant Agreement includes an indemnity from the Issuer relating to the representations and warranties given by the Issuer in such agreement.

11.5 Management and Determination Agent Agreement

The Issuer and the Management and Determination Agent have entered into an English law governed management and determination agent agreement dated 12 February 2024 (as amended, supplemented, novated and/or replaced from time to time, the "**Management and Determination Agent Agreement**") setting out the principal terms on which the Management and Determination Agent may be appointed to act as the Management and Determination Agent in respect of a Class of Securities.

The Management and Determination Agent Agreement sets out the duties and obligations of the Management and Determination Agent in relation to (i) recommending potential service providers such as Custodian and/or Authorised Participants to the Issuer and arranging for such counterparties to enter into transactions with the Issuer including negotiation of the terms of such transactions; (ii) making such non-discretionary calculations and give such notices of the outcome thereof as expressly required to be performed by it under the Programme Documents; (iii) deciding on whether to include or vary the potential costs of maintaining a particular Class of Securities (including the Capital Adjustment Factor, as set out in the relevant Issue Specific Option); and (iv) as soon as practicable on each date on which or at such time at which the Management and Determination Agent is expressly required under the Programme Documents to calculate any amount, price, rate or value or to give any notice relating thereto, making such calculations and delivering such notices expressly required to be given by it (in its capacity as Management and Determination Agent) in accordance with the Programme Documents and obtaining any quotation, rate or value required in connection therewith as soon as reasonably practicable or as otherwise specified in the Programme Documents.

The Management and Determination Agent Agreement also sets out the terms for the appointment, resignation (by at least 90 calendar days' prior notice to the Issuer and the Programme Parties (other than the Authorised Participants)) and termination of the appointment of the Management and Determination Agent (by at least 90 calendar days' prior notice from the Issuer or on the occurrence of certain events, such as where such agent becomes incapable of acting, is dissolved, is adjudged bankrupt or insolvent, files for bankruptcy, makes a general assignment, arrangement or composition for the benefit of its creditors, consents to the appointment of a receiver, administrator or similar official or a resolution is passed for its winding up, official management, liquidation or dissolution).

11.6 Administration Agreement

The administrator Apex Fund Services (Ireland) Limited (the "**Administrator**") is a limited liability company incorporated in Ireland with the Companies Registration Office number 433608 and was authorised and is regulated by the Central Bank of Ireland, with the reference number C46570. Its registered office is at 2nd Floor, Block 5, Irish Life Centre, Abbey Street

Lower, Dublin, D01 P767, Ireland.

The Issuer has entered into an Irish law governed administration agreement dated 12 February 2024 (as amended, supplemented, novated and/or replaced from time to time, the "**Administration Agreement**") with the Administrator relating to the provision of administration services in respect of the Programme and the relevant Class of Securities.

The Administration Agreement sets out the duties and obligations of the Administrator in relation to the Programme and relevant Securities and the basis for its remuneration, liability and indemnification. It also sets out the standard of service expected of the Administrator, the procedure for the remediation of any breaches and the compensation payable by the Administrator in respect of such breaches.

Services provided by the Administrator under the terms of the Administration Agreement include but is not limited to:

i. transaction processing services (including account opening, customer due diligence and the processing of Subscriptions); and

ii. valuation services (including calculation of the Asset Entitlement for the relevant Security and the reduction of the Asset Entitlement for the relevant Securities each day by the deduction of the Total Expense Ratio).

Under the Administration Agreement, the Administrator is required to provide its services with reasonable skill, care and diligence.

Each of the Issuer and the Administrator may terminate the Administration Agreement on 180 days' prior written notice.

On the termination of the Administration Agreement by the Administrator, the Administrator will cooperate with the Issuer and any replacement service provider, acting in good faith, and provide such reasonable assistance and information as may be necessary or appropriate in order to facilitate and implement an orderly transition of the administration services.

11.7 Account Bank Agreement

The Issuer has entered into an account bank agreement with the Trustee and The Bank of New York Mellon, London Branch, in its capacity as account bank (the "**Account Bank**") dated 12 February 2024 (as amended, supplemented, novated and/or replaced from time to time, the "**Account Bank Agreement**").

Under and in accordance with the terms of the Account Bank Agreement, the Account Bank has opened and will maintain accounts for the Issuer for the purpose of receiving proceeds from the sale of the Underlying Asset(s) attributable to or forming part of the Secured Property in respect of the relevant class of Securities in the event of an Optional Redemption by way of Cash Redemption or Compulsory Cash Redemption. Such accounts constitute Secured Property under the Security Documents.

The Account Bank Agreement can be terminated by any party upon not less than 60 days' written notice.

The Bank of New York Mellon, a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its Head Office situated at 240 Greenwich Street, New York, New York 10286, USA. The Bank of New York Mellon, London Branch is registered in England & Wales with FC No 005522 and BR No 000818 with its principal office in the United Kingdom situated at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom. The Bank of New York Mellon

is supervised and regulated by the New York State Department of Financial Services and the Federal Reserve and authorised by the Prudential Regulation Authority. The Bank of New York Mellon, London Branch is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

11.8 Agency Agreement

The Issuer has entered into an agency agreement dated 12 February 2024 with The Bank of New York Mellon, London Branch as issue and paying agent, The Bank of New York Mellon SA/NV, Dublin Branch, as registrar and transfer agent, the Trustee and HANetf Limited as management and determination agent (as amended, supplemented, novated and/or replaced from time to time, the "**Agency Agreement**").

Under and in accordance with the terms of the Agency Agreement, the respective agents are appointed by the Issuer and their duties and obligations include: (i) acting as the paying agent of the Issuer with respect to such payments on Redemption or any other payments in respect of each Class of Securities notified to the Issuer; (ii) maintaining independent records of securities; (iii) communicating information to the relevant International Central Securities Depositary; (iv) issuing and authenticating new securities for transfer of securities as a result of a subscription; and (v) maintaining ownership record for registered notes.

HANetf Limited as management and determination agent is providing operational support services to the Issuer in relation to the Programme, such as certain calculations and determinations in relation to the Securities and acting on behalf of the Issuer in connection with giving instructions to and receiving confirmations of payment form the paying agent.

At the date of this Prospectus, The Bank of New York Mellon, London Branch has been appointed as the Issuing and Paying Agent. The Bank of New York Mellon, a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated with limited liability by Charter under the laws of the State of New York by Special Act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its Head Office situated at 240 Greenwich Street, New York, New York 10286, USA. The Bank of New York Mellon, London Branch is registered in England & Wales with FC No 005522 and BR No 000818 with its principal office in the United Kingdom situated at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom. The Bank of New York Mellon is supervised and regulated by the New York State Department of Financial Services and the Federal Reserve and authorised by the Prudential Regulation Authority. The Bank of New York Mellon, London Branch is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

12. Description of the Issuer

The Issuer accepts responsibility for the information contained in this section 12. "Description of the Issuer" of this Prospectus. No other Programme Party has verified, or accepts any liability whatsoever for the accuracy of such information and investors contemplating purchasing any of the Securities should make their own independent investigations and enquiries into the Issuer.

12.1 General

The Issuer was incorporated as a public company in Jersey on 9 November 2022 for an indefinite period under the Companies (Jersey) Law 1991 (as amended) with the name "*HANETF MULTI-ASSET ETC ISSUER PLC*". The Issuer operates under the aforementioned law and secondary legislation made thereunder. The Issuer is registered in Jersey under number 146066.

The Issuer has been established as a special purpose vehicle for the purposes of issuing multi asset-backed Securities. The registered office of the Issuer is at IFC 5, St. Helier, Jersey, JE1 1ST. The telephone number of the Issuer is +44 1534 847000. The Issuer's Legal Entity Identifier (LEI) is 213800UWDRB36DW8O432. The Issuer's website is available at http://www.hanetf.com. The information on the website does not form part of this Prospectus unless that information is incorporated by reference into the Prospectus.

12.2 Share Capital and Shareholders

As at the date of this Prospectus, the authorised share capital of the Issuer is £2, divided into 2 limited shares of £1 each. The issued shares of the Issuer are held by Apex Financial Services (Nominees) and Apex Financial Services (Nominees 2) Limited as nominees subject to the orphan trust HANetf Multi-Asset Purpose Trust where Apex Financial Services (Trust Company) Limited acts as trustee (the "**Share Trustee**") in its capacity as trustee of the HANetf Multi-Asset Purpose Trust the Share Trustee holds the shares of the Issuer on trust for charitable purposes. The nominees and Share Trustee have no beneficial interest in and derives no benefit (other than its fees for acting as Share Trustee) from their holding of the shares in the Issuer.

The Issuer does not have any subsidiary undertakings.

The Issuer is neither directly or indirectly owned or controlled by any other party to the Programme.

A copy of the Issuer's register of members is available for inspection at its registered office.

12.3 Business

The Conditions contain restrictions on the activities in which the Issuer may engage. Pursuant to these restrictions, the business of the Issuer is limited to issuing Securities up to a maximum number of Securities outstanding equal to 10,000,000,000 of each Class of Securities, entering into agreements and performing its obligations and exercising its rights thereunder and entering into other related transactions, and issuing debt securities linked to various Underlying Assets, as contemplated in Condition 4 of the General Conditions.

The assets of the Issuer will consist of the issued and paid-up capital of the Issuer and fees. The only assets of the Issuer available to meet claims of Securityholders and other secured creditors are the assets comprised in the relevant collection of benefits, rights and other assets comprising the security for the relevant Class of Securities.

The Issuer will be paid a fee for agreeing to issue the relevant Securities. Other than the fees paid to the Issuer, its share capital and any income derived therefrom, there is no intention that the Issuer accumulates surpluses. The Securities of each Class are direct, limited recourse

obligations of the Issuer alone and not of the shareholders of the Issuer, the Trustee, officers, members, directors, employees, or any Securityholders. Furthermore, they are not obligations of, or guaranteed in any way by, any of the Authorised Participants or their respective successors or assigns.

12.4 Directors

The Directors of the Issuer are:

Vinod Raiput

Vinod is a fellow of the Association of Chartered Certified Accountants. Vinod has worked in the financial services industry for more than twenty years, mainly corporate structure and funds. Vinod and his team at Apex Group's corporate services division, based in Jersey, provide administration services to a wide variety of clients ranging from London Stock Exchange Prime and AIM listed companies, and regulated and unregulated funds to large private structures. Vinod specialises in administration of offshore corporate structures, and has experience in the areas of accounting, corporate, funds, listings and investment work.

Paul Monahan

Paul is Head of Corporate Services for Jersey at Apex Group and brings over 15 years of experience in the Jersey finance industry. Prior to Apex, Paul was an Executive Director at Langham Hall where he spent over 7 years leading and growing an offshore administration business that specialised in alternative investment structures for corporate and institutional clients. Before this, Paul was a Manager in the Funds Authorisation team at the Jersey Financial Services Commission. Before the JFSC, Paul spent 6 years working in real estate fund administration.

Paul is approved as a principal person by the JFSC and has a diverse range of board experience across regulated and unregulated fund and SPV boards of client companies. Paul holds the Institute of Chartered Secretaries and Administrators' Certificate and Diploma in Offshore Finance and Administration.

Vinod Raiput and Paul Monahan (as at the date of this Prospectus) are both employees of Apex Financial Services (Jersey) Limited and their business address is IFC5, St. Helier, Jersey, JE1 1ST.

12.5 Secretary

The company secretary of the Issuer is Apex Financial Services (Secretaries) Limited, IFC5, St. Helier, Jersey JE1 1ST, a trust company regulated in Jersey under the Financial Services (Jersey) Law 1998.

12.6 Trend Information

There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for the current financial year.

12.7 Material Contracts

As at the date of this Prospectus, the Issuer has not entered into any material contracts that are not in the ordinary course of the Issuer's business.

12.8 Material Adverse Change in the Prospects

There has been no material adverse change in the financial position or prospects of the Issuer since the date of its last published audited financial statements for the year ending 31 December 2023, dated 25 April 2024.

12.9 Significant Change in the Financial Performance

There has been no significant change in the financial performance of the group of which the Issuer the date of its last published audited financial statements for the year ending 31 December 2023, dated 25 April 2024.

12.10 Significant Change in the Financial Position

There has been no significant change in the financial position of the group of which the Issuer the date of its last published audited financial statements for the year ending 31 December 2023, dated 25 April 2024.

12.11 Borrowing and Funding

There have been no material changes in the borrowing and funding structure of the Issuer since the Issuer's last financial year to the Prospectus date.

12.12 Legal and Arbitration Proceedings

Since 9 November 2022, the date on which the Issuer was incorporated, there have been no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer and/or the group.

12.13 Conflicts of Interest

Mr. Rajput and Mr. Monahan (who are employees of Apex Financial Services (Jersey) Limited) are directors of Apex entities and/or clients administered by Apex. While these roles could potentially lead to conflicts of interest, the Directors do not believe that, as at the Prospectus date, there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interests and/or other duties which they have. The Apex Group and HANetf Limited have in place conflicts of interest policies that are designed to prevent conflicts of interest arising and mitigate the effect of conflicts of interest, should they arise.

Except employment of Apex Financial Services (Jersey) Limited whereby Mr. Rajput and Mr. Monahan provide administration services for clients of Apex Financial Services (Jersey) Limited in their corporate services department none of the principal activities performed by the Directors outside the Issuer are significant with respect to the Issuer and they have no interests that are material to the Programme.

12.14 Auditors

The Issuer's auditors are Baker Tilly Channel Islands at First Floor, 46-50 Kensington Chambers, Kensington Place, Channel Islands, St. Helier JE4 0ZE, Jersey. Baker Tilly Channel Islands is a branch of Baker Tilly International. Baker Tilly Channel Islands is registered on the Register of Recognised Auditors maintained by the Registrar of Companies in Jersey pursuant to the Companies (Jersey) Law 1991 and the Companies (Audit) (Jersey) Order 2010.

13. Financial Information

The Issuer was incorporated on 9 November 2022.

Company law requires the directors to prepare financial statements for each financial period. Under that law they have elected to prepare the financial statements in accordance with International Financial Reporting Standards ("**IFRSs**") as issued by the International Accounting Standards Board ("**IASB**") and applicable law.

The fiscal year of the Issuer commences on 1 January and ends on 31 December.

The Issuer's annual audited financial statements for the year ended 31 December 2023, dated 25 April 2024 ("**Annual Financial Statements**") as well as the Issuer's interim unaudited financial statements (together with the Annual Financial Statements, the "**Financial Statements**") are incorporated into this Prospectus by reference.

The Annual Financial Statements have been audited and an unqualified auditor's report has been issued.

The next annual audited financial statements of the Issuer will be prepared as of and for the year ended 31 December 2024.

Upon the Issuer launching the first Class of Securities under this Prospectus, interim unaudited financial statements will generally be published within two months of the mid-year end, currently 30 June in each year. The Issuer's interim unaudited financial statements will not be audited or reviewed by the auditors of the Issuer.

The Issuer's Financial Statements will be made available at: https://etp.hanetf.com/multi-asset-etc-documents.

14. Tax Considerations

Prospective investors should be aware that the acquisition, holding, transfer or disposal of the Securities, and/or receipt of payments under Securities may result in tax consequences to any investor, which may arise in, but are not limited to, the jurisdiction of the Issuer or the jurisdiction of residence, domicile, citizenship or incorporation of the relevant investor. Prospective investors should consult their own professional advisers concerning such possible tax consequences.

The summaries below are not intended to constitute a complete analysis of all tax consequences relating to the ownership of Securities and the Issuer has only investigated the tax position in the jurisdictions set out below. Prospective security holders should consult their own tax advisers concerning the consequences of their own particular situation.

14.1 Taxation in Jersey

14.1.1 General

The following paragraphs summarise certain aspects of the Jersey taxation treatment of holding Securities. The statements are intended only as a general guide. and should be treated with appropriate caution. They are based on current Jersey law and practice, possibly with retrospective effect. A prospective investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from the purchase, holding, sale and redemption of the Securities and the receipt of payments thereon.

14.1.2 Income tax

The Issuer will be regarded as resident in Jersey under the Income Tax (Jersey) Law 1961 (as amended) (the "**Jersey Income Tax Law**") and will (except as noted below) be subject to Jersey income tax at a rate of 0 per cent. Securityholders (other than residents of Jersey) should not be subject to any tax in Jersey in respect of the holding, sale, redemption or other disposition of Securities. Redemption payments (other than to residents of Jersey) will not be subject to withholding for or on account of Jersey tax.

14.1.3 Stamp Duty

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Securities. In the event of the death of an individual sole holder of Securities, duty at rates of up to 0.75 per cent. of the value of the Securities held, subject to a cap of £100,000, may be payable on registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Securities held by the deceased individual sole holder thereof.

14.1.4 Goods and services tax

The Issuer is an "international services entity" for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the "**GST Law**"). Consequently, the Issuer is not required to: (a) register as a taxable person pursuant to the GST Law; (b) charge goods and services tax in Jersey in respect of any supply made by it; or (c) (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

14.1.5 Intergovernmental Agreement between Jersey and the United States

The United States Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the United States known as the Foreign Account Tax Compliance Act ("**FATCA**"). Under FATCA, a 30 per cent. withholding tax may be imposed on payments of United States source income and certain payments of proceeds from the sale of property that

could give rise to United States source income, unless the Issuer complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect United States holders of Securities issued by the Issuer to the United States Internal Revenue Service ("**IRS**") or to the relevant Jersey authority for onward transmission to the IRS. A holder of Securities issued by the Issuer that fails to provide the required information to the Issuer may be subject to the 30 per cent. withholding tax with respect to any payments directly or indirectly attributable to United States sources and the Issuer might be required to redeem any Securities held by such holder. On 13 December 2013 an intergovernmental agreement was entered into between Jersey and the US in respect of FATCA which agreement was enacted into Jersey law as of 18 June 2014 by the Taxation (Implementation) (International Tax Compliance) (United States of America) (Jersey) Regulations 2014. Although the Issuer will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Issuer will be able to satisfy such obligations. If the Issuer becomes subject to a withholding tax as a result of FATCA, the return on some or all Securities issued by the Issuer may be materially and adversely affected. In certain circumstances, the Issuer may compulsorily redeem some or all of the Securities held by one or more holders and/or may reduce the redemption proceeds payable to any holder of Securities.

14.1.6 Organisation for Economic Co-operation and Development ("OECD")

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standards ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

Jersey has implemented the CRS by the Taxation (Implementation) (International Tax Compliance) (Common Reporting Standard) (Jersey) Regulations 2015. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey.

Securityholders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Securities.

14.1.7 Base Erosion and Profit Shifting

The law and any other rules or customary practice relating to tax, or its interpretation in relation to the Issuer, its assets and any investment of the Issuer may change during its life. In particular, both the level and basis of taxation may change. In particular, the outcome of the on-going global Base Erosion and Profit Shifting (BEPS) project could substantially affect the tax treatment of the Issuer. Additionally, the interpretation and application of tax rules and customary practice to the Issuer, its assets and investors by any taxation authority or court may differ from that anticipated by the Issuer. Both could significantly affect returns to Securityholders.

14.2 Taxation in United Kingdom

14.2.1 General

This section summarises certain limited aspects of the UK tax treatment of holding the Securities. They are based on current UK law and HM Revenue & Customs practice, both of

which are subject to change, possibly with retrospective effect. Unless otherwise stated, this summary relates solely to Securityholders (i) who are individuals acting in a private capacity and domiciled and resident in the UK for tax purposes, (ii) which are within the charge to UK corporation tax and holding the Securities as an investment or (iii) which are UK open-ended investment companies or authorised unit trust schemes. The statements in this summary are intended only as a general guide, and they should be treated with appropriate caution. Any person who is contemplating acquiring the Securities (whether or not pursuant to the Programme) is strongly recommended to consult their independent professional adviser immediately.

14.2.2 The Issuer

The Directors intend that the affairs of the Issuer should be managed and conducted so that it should not become resident in the UK for UK tax purposes. Accordingly, and provided that the Issuer does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Issuer within the charge to UK income tax, the Issuer will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Issuer are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

14.2.3 Withholding tax

Any payments made by the Issuer to Securityholders will not be interest, annual payments, or royalties and so the requirement to withhold UK tax from them does not arise. Consequently, no payments made by the Issuer to Securityholders in respect of the Securities should be required to be made under deduction or withholding for or on account of UK tax.

14.2.4 Capital gains tax (for individual Securityholders)

If the Securities are not treated as deeply discounted securities for UK tax purposes (otherwise than by relying on the exemption for "excluded indexed securities"), any gains accruing to a Securityholder upon the sale, redemption or other disposal of the Securities will be taxed as income and not as a capital gain, unless the Issuer achieves certification as a "reporting fund".

Based on HM Revenue & Customs practice, the Issuer has grounds to believe that the Securities should not be treated as "deeply discounted securities" for UK tax purposes (otherwise than by relying on the exemption for "excluded indexed securities"), however investors should obtain their own tax advice in relation to this.

The Issuer has received certification from HM Revenue & Customs as a "reporting fund" with effect for its first accounting period. While it is expected that certification as a "reporting fund" will be obtained and maintained for all accounting periods, this cannot be guaranteed.

Note that, under the reporting fund rules, the Issuer is required to report to Securityholders all of the net income attributable to the Securities. Depending on the nature of their Underlying Assets, reportable income may arise in respect of the Securities.

A copy of the annual report required to be made to Securityholders under the reporting fund rules will be provided by the Issuer on the following website: https://www.hanetf.com.

14.2.5 Income tax (for individual Securityholders)

If the Securities are treated as "deeply discounted securities" for UK tax purposes, any profit arising to an individual Securityholder on transfer or redemption of a Security will be subject to income tax and not to capital gains tax.

Whereas, if the Securities are not treated as deeply discounted securities for UK tax purposes (otherwise than by relying on the exemption for "excluded indexed securities") and the Issuer maintains its certification as a "reporting fund", an individual Securityholder will be subject to income tax on only the reportable income arising in respect of the Securities (irrespective of whether that income is distributed to the Securityholder).

14.2.6 Corporation tax

In general, a Securityholder which is subject to UK corporation tax will be treated for tax purposes as realising profits, gains or losses in respect of the Securities on a basis reflecting the treatment in its statutory accounts, in accordance with generally accepted accounting practice. These profits, gains or losses (which will include any profits, gains or losses on a disposal or redemption of the Securities and which may include fluctuations in value relating to foreign exchange gains and losses) will be treated as income profits or losses for the purposes of a Securityholder's corporation tax computation.

14.2.7 UK open-ended investment companies and authorised unit trust schemes

Although UK open-ended investment companies and authorised unit trust schemes are generally subject to UK corporation tax (currently at the basic income tax rate of 20 per cent.), they are exempt from tax on capital gains. Part 2 of The Authorised Investment Funds (Tax) Regulations 2006 (S.I. No. 2006/964) provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes (other than qualified investor schemes which do not meet the genuine diversity of ownership condition) on creditor loan relationships and derivative contracts. In this respect, capital profits, gains or losses are those which, in accordance with UK generally accepted accounting practice, fall to be dealt with in the statement of total return (under the heading of "net capital gains/losses") in accordance with the relevant Statement of Recommended Practice. In addition, Part 2B of those Regulations treats all capital profits, gains and losses (determined in accordance with UK generally accepted accounting practice, as described above) arising to a UK open-ended investment company or authorised unit trust, which meets the genuine diversity of ownership condition, from an "investment transaction" (which includes loan relationships and derivative contracts) as a non-trading transaction and thus not taxable as income. These Parts of the Regulations will determine whether any profits, gains or losses arising to a Securityholder which is a UK open-ended investment company or authorised unit trust scheme (other than a qualified investor scheme which does not meet the genuine diversity of ownership condition) in respect of the Securities will be exempt from tax.

14.2.8 Stamp duty and stamp duty reserve tax (SDRT)

Provided that the Register is not kept by or on behalf of the Issuer in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, the Securities in Uncertificated Form.

In the case of the Securities held in Certificated Form, provided that (i) the Register is not kept by or on behalf of the Issuer in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to any property situated or to any matter or thing done or to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of the Securities.

No stamp duty or SDRT will be payable on the issue or subsequent transfer of any Securities issued in bearer form, provided that those Securities are not issued in the UK.

The Redemption of the Securities will not give rise to stamp duty or SDRT.

14.2.9 Inheritance tax (for individual Securityholders)

For the purposes of inheritance tax, a Security may form part of the value of the estate of a Securityholder who is an individual domiciled (or treated as domiciled) in the UK, and inheritance tax may (subject to certain exemptions and reliefs) become payable in respect of the value of a Security on a gift of that Security by, or on the death of, such a Securityholder. Such a tax charge may be subject to appropriate provisions in any applicable double taxation treaty.

14.3 Taxation in Switzerland

The following discussion is a summary of certain material Swiss tax considerations relating to (i) Products issued by the Issuer where the holder is a tax resident in Switzerland or has a tax presence in Switzerland or (ii) Products where the issuing and paying agent, Custodian or securities dealer is located in Switzerland. The discussion is based on legislation as of the date of this Prospectus. It does not aim to be a comprehensive description of all the Swiss tax considerations that may be relevant for a decision to invest in Products. The tax treatment for each investor depends on the particular situation. All investors are advised to consult with their professional tax advisers as to the respective Swiss tax consequences of the purchase, ownership, disposition, lapse, exercise or redemption of Products (or options embedded therein) in light of their particular circumstances.

Swiss Withholding Tax

Payments on a Product are currently not subject to Swiss federal withholding tax *provided that* the respective issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

On November 4, 2015 the Swiss Federal Council announced a mandate to the Swiss Federal Finance Department to institute a group of experts tasked with the preparation of a new proposal for a reform of the Swiss withholding tax system. The new proposal is expected to include in respect of interest payments the replacement of the existing debtor-based regime by a paying agent-based regime for Swiss withholding tax similar to the one published on December 17, 2014 by the Swiss Federal Council and repealed on June 24, 2015 following the negative outcome of the legislative consultation with Swiss official and private bodies. Under such a new paying agent-based regime, if enacted, a paying agent in Switzerland may be required to deduct Swiss withholding tax on any payments or any securing of payments of interest in respect of a Product for the benefit of the beneficial owner of the payment unless certain procedures are complied with to establish that the owner of the Product is not an individual resident in Switzerland. The Swiss Federal Council decided on June 26, 2019, to resume the reform of the withholding tax, which was pending until then. The objectives and guidelines of this reform were adopted at this occasion. The purpose of the reform is to strengthen the Swiss third-party capital market and extend the withholding tax guarantee function at the national level. A draft for consultation should be issued in the fall of 2019.

Income Taxation

Products held as Private Assets by a Swiss resident holder

Structured Notes

If a Product classifies as a structured note, its income taxation depends on whether the bond and the derivative financial instrument(s) embedded therein are recorded separately from each other and whether the Product is classified as a structured note with or without a predominant one-time interest payment (a structured note is classified as a note with a predominant one-time interest payment if the one-time interest payment exceeds the sum of the periodic interest payments):

Non-transparent derivative financial instruments: If the bond is not recorded separately from

the embedded derivative financial instrument(s), the Product is classified as a non-transparent structured note and any return over the initial investment is classified as a taxable interest payment. Non-transparent derivative financial instruments generally include a predominant one-time interest payment and are taxed in accordance with the principles set forth below under "—Transparent derivative financial instruments with a predominant one-time interest payment".

Transparent derivative financial instruments without a predominant one-time interest payment: If the bond component and the incomes derived therefrom are recorded separately from the embedded derivative financial instrument(s) component and incomes, and the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment (see below "—Transparent derivative financial instruments with a predominant one-time interest payment"), then any such periodic interest payment and the non-predominant one-time interest payment, if any, is taxed when paid to the holder of the Product. A gain, including interest accrued, a loss, respectively, realised on the sale of a Product is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively (see below "Capital Gains Taxation - Products held as Private Assets by a Swiss resident holder"). The same applies if the Product is redeemed except that interest accrued is taxed when paid.

Transparent derivative financial instruments with a predominant one-time interest payment: If the bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments, then any periodic interest payments and, on the sale or redemption of the Product, the difference between the value of the bond at redemption or sale, as applicable, and its value at issuance or secondary market purchase, as applicable, converted, in each case, into Swiss Francs at the exchange rate prevailing at the time of redemption or sale, issuance or purchase, respectively (modified differential taxation method) constitutes taxable income. A value decrease on the bond respectively realised on the sale or redemption of the Product may be offset against any gains (including periodic interest payments) realised within the same taxation period from all instruments with a predominant one-time interest payment. Any residual return realised on the embedded derivative financial instrument(s) is a tax-free private capital gain, and any residual loss is a non-tax-deductible private capital loss, respectively (see below "Capital Gains Taxation - Products held as Private Assets by a Swiss resident holder").

Bonds

Bonds without a predominant one-time interest payment: If a Product is classified as a pure bond without a predominant one-time interest payment (the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment), Swiss resident private investors will be taxed on the periodic and any one-time interest payments, if any, converted into Swiss Francs at the exchange rate prevailing at the time of payment. A gain, including interest accrued, a loss, respectively, realised on the sale of a Product is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively (see below "Capital Gains Taxation - Products held as Private Assets by a Swiss resident holder").

Bonds with a predominant one-time interest payment: If a Product is classified as a pure bond with a predominant one-time interest payment (the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), Swiss resident private investors will be taxed on any periodic interest payments and on any gains, including capital and foreign exchange gains, realised on the Products (differential taxation method).

Pure Derivative Financial Products

Periodic and one-time dividend equalisation payments realised on a Product which is classified as a pure derivative financial instrument (such as pure call and put options, including low

exercise price options with a maturity not exceeding one year, pure futures, static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right) and which is held as part of a holder's private assets constitute taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below "Capital Gains Taxation - Products held as Private Assets by a Swiss resident holder").

Low Exercise Price Options

Low exercise price options are call options on shares with a low exercise price. According to the current practice of the Swiss Federal Tax Administration, LEPOs exist if the underlying value has been pre-financed by at least 50% at the time of issuance.

For low exercise price options with a maturity exceeding one year, the interest component of the low exercise price option (i.e. issue discount) constitutes a taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below "Capital Gains Taxation - Products held as Private Assets by a Swiss resident holder").

Fund-like Products

A Product classified as a fund-like instrument will be considered a pass-through instrument for Swiss tax purposes if dividend and interest income (less attributable costs) from, and capital gains and losses (less costs attributable) realised on, the underlying investments, are reported and distributed separately. Under such conditions, an individual holding a fund-like Product as part of private assets only receives taxable income (which he or she must report annually) over such portion of the distributions (in case the fund is distributing the income realised on the underlying investments) or earnings credits (in case the fund is reinvesting the income realised on the underlying investment) as derive from dividends and interest (less attributable costs) on the underlying instruments. Any distributions or credits deriving from capital gains realised on the underlying investments constitute a tax-free private capital gain and any respective loss on the underlying investments is a non-tax-deductible private capital loss. Any gain realised within a taxation period on the sale of a fund-like instrument (including accrued dividends and interests) is exempt from income taxation as a private capital gain, and, conversely, any loss realised a non-tax-deductible capital loss (see below "Capital Gains Taxation - Products held as Private Assets by a Swiss resident holder").

Products held as Assets of a Swiss Business

Corporate entities and individuals who hold Products as part of a trade or business in Switzerland, in the case of residents abroad carried on through a permanent establishment or a fixed place of business in Switzerland, are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Products (irrespective of their classification) in their income statement for the respective taxation period and will be taxed on any net taxable earnings for such period.

The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, qualify as "professional securities dealers" for reasons of, *inter alia*, frequent dealing and leveraged investments in securities.

Capital Gains Taxation

Products held as Private Assets by a Swiss resident Holder

A gain, a loss, respectively, realised by an individual resident in Switzerland for tax purposes upon the sale or other disposal of a Product held as part of his or her private assets is a tax-free private capital gain, a non-tax deductible capital loss, respectively, unless such individual is classified, for income tax purposes, as a "professional securities dealer" for reasons of, *inter alia*, frequent dealing and leveraged investments in securities. If an individual is classified as a

"professional securities dealer" he or she will be taxed in accordance with the principles set forth above under "Products held as Assets of a Swiss Business". In relation to the bifurcation of a tax-exempt capital gains component, non-tax deductible capital loss component, respectively, from taxable income components of a Product, see the bifurcation principles set forth above with regard to the different instruments under "Income Taxation, Products held as Private Assets by a Swiss resident holder").

Products held as Assets of a Swiss Business

Capital gains realised on Products held as Assets of a Swiss Business are taxed in accordance with the taxation principles set forth above under "Income Taxation, Products held as Swiss Business Assets").

Stamp Taxes

Swiss Federal Issue Stamp Tax

The Products are not subject to Swiss federal stamp tax on the issuance of securities.

Swiss Federal Securities Turnover Tax

Dealings in Products which are classified as pure derivative financial instruments (such as pure call and put options, including low exercise price options with a maturity not exceeding twelve months, pure futures with a maximal pre-financing of 25%, static certificates replicating an index or a basket of at least five shares and with a fixed maturity on an annual redemption right) are not subject to the Swiss federal securities turnover tax.

Dealings in Products which have been issued by an issuer outside of Switzerland and which are classified as structured notes, share-like instruments (including low exercise price warrants on shares with a maturity exceeding twelve months) or fund-like instruments are subject to Swiss federal securities turnover tax of 0.3% on the consideration paid, however, only if a Swiss securities dealer (as defined in the Swiss federal stamp tax act) is a party or intermediary to the transaction and no exemption applies.

Dealings in bonds and structured notes with a maturity not exceeding one year are exempt from Swiss federal turnover tax.

The delivery of an underlying taxable security at exercise or redemption to the holder of the Product is subject to Swiss federal securities turnover tax of 0.3% if a Swiss domestic securities dealer (as defined in the Swiss federal stamp tax act) is a party or intermediary to the transaction and no exemption applies.

Gift, Inheritance and Estate Taxes

Subject to an applicable tax treaty in an international scenario, transfers of Products may be subject to cantonal and/or communal inheritance tax, estate tax or gift tax if the deceased person has had his or her last domicile in Switzerland, if the donor is resident in Switzerland, respectively, or in the case of a foreign deceased or resident person the transfer involves an unincorporated business in Switzerland and Products are held as part of such business. No such taxes exist at the federal level. Rates depend upon the existing relationship (i.e. the relationship between the deceased and the heirs, or between the donor and the donee) and the size of the inheritance or gift. Interspousal gifts and gifts to descendants and inheritances collected by the surviving spouse and descendants are frequently exempt or taxed at very low rates (up to 7%). Gifts and inheritances received from unrelated persons attract rates ranging from 20% to 40%. The taxable base is usually the market value of the property transferred.

Net Worth and Capital Taxes

A holder of Products who is an individual resident in Switzerland for tax purposes or is a non-Swiss resident holding Products as part of a Swiss business operation or a Swiss permanent

establishment is required to report Products as part of private wealth or as part of Swiss business assets, as the case may be, and is subject to annual cantonal and/or communal private wealth tax on any net taxable wealth (including the Products), in the case of non-Swiss resident individual holding Products as part of a Swiss business operation or a Swiss permanent establishment to the extent the aggregate taxable wealth is allocable to Switzerland. Incorporated holders of Products are subject to cantonal and communal capital tax on net taxable equity, in the case of non-Swiss resident person holding Products as part of a Swiss permanent establishment, to the extent the aggregate taxable equity is allocable to Switzerland. No net worth and capital taxes exist at the federal level.

Non-Swiss resident holders

A holder of a Product who is not resident in Switzerland for tax purposes and who during the taxation year has not engaged in trade or business carried on through a business operation or permanent establishment in Switzerland, will neither be subject to income tax and capital gains tax nor net wealth or capital tax in Switzerland.

Automatic Exchange of Information in Tax Matters

On November 19, 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "**MCAA**"). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "**AE01**"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "**AE01 Act**") entered into force on January 1, 2017. The AE01 Act is the legal basis for the implementation of the AE01 standard in Switzerland.

The AE01 is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Switzerland has concluded a multilateral AE01 agreement with the EU (replacing the EU savings tax agreement) and has concluded bilateral AE01 agreements with several non-EU countries.

Based on such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland began to collect data in respect of financial assets, including, as the case may be, Warrants, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in a EU member state or in a treaty state.

Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland.

14.4 Taxation in Germany

The following is a brief summary of some important principles of German tax law that may be of relevance for Securityholders acquiring, redeeming, holding or selling Securities. The summary does not fully cover all aspects of German tax law that may be of relevance to Securities. The summary is based on German tax law as of the date of this Prospectus. It should

also be noted that the taxation of Securityholders may change at any time as a result of new legislation, court practice or decrees issued by the relevant tax authorities, potentially with retroactive effect.

German Securityholders interested in acquiring the Securities should consult their tax advisors with regard to any tax consequences that may be involved in acquiring, redeeming, holding, selling or otherwise transferring the Securities. Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.

Tax residents

Natural and legal persons who are resident, have their habitual abode, have their statutory seat or principal place of management in Germany are subject to resident taxation in Germany (*unbeschränkte Steuerpflicht*).

Securities with commodities and other non-capital assets (e.g. currencies) as underlying assets

No current income

There will be no current income in the form of interest or similar payments under the Securities.

Taxation of capital gains derived from the disposition of Securities or from the redemption of Securities held as personal assets

Private individuals who are tax-resident in Germany and who hold the Securities as personal assets (*Privatvermögen*) are subject to German personal income tax (*Einkommensteuer*) with regard to income derived from the Securities as follows:

There is currently no case law or administrative guidance on the tax treatment of capital gains on the disposition or redemption of Securities so that the tax consequences are unclear. However, the German Federal Fiscal Court (*Bundesfinanzhof*, "BFH") rendered a number of decisions on the tax treatment of certificates representing the right to acquire a certain amount of gold. Basically the court stipulated that in case of these instruments the holder should be treated as if he had acquired the gold directly and that he should not be taxed on capital investment income (*Einkünfte aus Kapitalvermögen*) but rather on private capital gains which are generally tax-exempt if the asset is held more than 12 months. There are some arguments to analogously apply the case law on gold certificates to Securities. The relevant provision sec. 23 para. 1 sent. 1 no. 2 sent. 1 EStG which is applicable to gold certificates according to the court's case law does not differentiate between tangible and intangible assets so that it should not be harmful that asset entitlement is – in contrast to gold – an intangible or digital asset. Furthermore, private individuals can opt for delivery as payment in kind which typically should not fall under definition of income from capital investment.

On 12 May 2015 the BFH rendered decisions (VIII R 35/14, Federal Tax Gazette (*Bundessteuerblatt*) II 2015, p. 834; VIII R 4/15, Federal Tax Gazette II 2015, p. 835; VIII R 19/14, BFH/NV 2015, p. 1559) stating that the disposition or redemption of gold securities is not subject to the German flat tax regime for investment income (*Abgeltungsteuer*). These decisions of the 8. Chamber (*Senat*) of the BFH were confirmed by a subsequent decision of the 9. Chamber on 6 February 2018 (IX R 33/17, BFH / NV 2018, p. 574). Furthermore, on 16 June 2020 the same Chamber of the BFH ruled that its former decisions shall continue to be applicable even if the private individuals were entitled to demand payment of the proceeds from the sale of the gold instead of delivery in order to fulfil the delivery claim (VIII R 7/17).

The BFH has expressly stipulated that this qualification is not jeopardised if in particular situations – e.g. in case of regulatory restrictions for the acquisition of gold – only a claim for repayment of money is available.

The BFH also mentions that it is not relevant whether or not the gold securities are traded on a

regulated stock exchange or whether they are privately traded.

The tax administration has endorsed this position in the general decree on the application of the flat tax on investment income (decree of the Federal Ministry of Finance (*Bundesfinanzministerium*, "**BMF**") of 19 May 2022, IV C 1 – S 2252/19/10003 :009), Federal Tax Gazette I 2022, p. 742 ss,, the "**Decree**"). According to the Decree the gold entitlement would only qualify as a regular claim for repayment of a certain amount of money (*Kapitalforderung*), which would be subject to the flat tax on investment income, provided that these claims are not covered by gold or if the terms and conditions of such gold (or other raw material) securities provide that the Issuer can either settle the claim by delivery of gold or by payment of a certain amount of money. The German tax administration has also confirmed that it will apply the case law on physical gold certificates to certificates representing an entitlement to a certain amount of virtual currencies or other token provided that the holder has a claim for delivery of the underlying assets, BMF of 10 May 2022, IV C 1-S 2256 / 19 / 10003, Federal Tax Gazette I 2022, P. 668, marginal number 85 ss. In marginal number 86, the BMF states that payments made on such certificates constitute other income within the meaning of sec. 22 no. 3 German Income Tax Act (*Einkommensteuergesetz, EStG*). The BMF letter has been published in the Federal Tax Gazette Part I. Pursuant to sec. 44 para. 1 sent. 3 EStG, this published legal opinion of the tax authorities is binding for the German custody banks with regard to the German withholding tax.

On the basis of the above described arguments we expect Securities to be treated the same as gold securities.

Income

If the above-mentioned case law of the BFH on gold securities can be applied accordingly on Securities their sale in general qualifies as a taxable event for the investor in case such sale of the Securities occurs within 12 months after their purchase, sec. 23 para. 1 sent. 1 no. 2 sent. 1 EStG (so-called *privates Veräußerungsgeschäft*). If a Securityholder has purchased more than one Security at different dates, the Security first purchased will be deemed to be first sold. A sale after the end of the 12-month holding period will not be a taxable transaction and profits therefore will be tax-free, but losses are not tax-deductible against other sources of income.

According to the case law of the BFH, the delivery of gold in case of redemption of the gold securities does not qualify as a taxable disposition of the gold securities (dec. of 6 February 2018, IX R 33/17, BFH/NV 2018, p. 578). The BFH takes the view that a disposition within the meaning of sec. 23 EStG requires the transfer of an asset for consideration. In case of the redemption, according to the view of the BFH, there is no such transfer for consideration because the investor only receives gold already attributed to him under the terms and conditions of the gold securities. Commercially, the Securityholder is in the same position as before the redemption. A taxation of any appreciation of the gold would thus not be justified.

A profit arising during the holding period will not be taxed if – after offsetting with profits or losses from other transactions falling under sec. 23 EStG – it does not exceed EUR 600. Losses from transactions falling under sec. 23 EStG can only be offset against profits resulting from other transactions falling under this provision in the same calendar year. Under certain conditions a carry back of losses exceeding that threshold to previous years can be achieved.

Withholding tax

Proceeds resulting from transactions falling under sec. 23 EStG are not subject to withholding tax.

Tax assessment

Taxable profits resulting from transactions falling under sec. 23 EStG need to be reported by the investor in his personal tax return. The applicable tax rate is determined according to the

progressive income tax schedule which reaches 45% in the highest bracket (plus up to 5.5% solidarity surcharge thereon and, if applicable, church tax).

Risk of non-applicability of case law of BFH

Should the case law of the BFH on gold securities not be applicable on Securities the capital gains from the sale and redemption of Securities would be expected to be taxed as investment income (sec. 20 para. 2 no. 7 EStG) at a 25% flat tax plus up to 5.5% solidarity surcharge thereon and, if applicable to the individual investor, church tax at a rate of 8% or 9% (for further details with respect to the taxation of investment income see below "*Securities with equity and ETP (capital assets) as underlying assets*").

Taxation of capital gains derived from the sale of Securities or from the redemption of Securities held as business assets

In case of tax-resident Securityholders (private individuals and legal persons) which hold the Securities as business assets (*Betriebsvermögen*) any capital gain will be subject to personal income tax (up to 45% plus solidarity surcharge of up to 5.5% thereon and, church tax if applicable) or corporate income tax at a rate of 15% (plus solidarity surcharge of 5.5% thereon) irrespective of any holding period. In addition, trade tax (*Gewerbesteuer*) might be levied. The trade tax rate depends on a local multiplier which is assessed by the competent municipality.

Securities with equity and ETP (capital assets) as underlying assets

There are some arguments that the above described taxation principles for non-capital assets etc. backed assets (see above "*Securities with commodities and other non-capital assets (e.g. currencies) as underlying assets")* should also apply to capital assets, in particular as Securityholders can opt for a delivery as a payment in kind claim which, in turn, should typically not fall under definition of income from capital investment. However, the German tax authorities may claim that the Securityholders should be treated as if they had acquired the capital asset directly and that they are the beneficial owners of the underlying capital assets (as the Securityholders economically bear the risk and chances arising from the Securities) which are capital assets/investments.

In this case, the capital gains from the sale and redemption of Securities held by a private investor would be expected to be taxed as investment income (sec. 20 para. 2 no. 7 EStG) at a 25% flat tax plus up to 5.5% solidarity surcharge thereon and, if applicable to the individual investor, church tax at a rate of 8% or 9%. Further particularities have to be considered, if an investment fund backed ETP should be qualified as a fund investment and in case of a delivery of capital assets other than shares.

The flat tax is generally collected by way of withholding and the tax withheld shall generally satisfy the individual investor's tax liability with respect to the Securities. If, however, no or insufficient tax was withheld, the investor will have to include the income received with respect to the Securities in its annual income tax return. The flat tax will then be collected by way of tax assessment. The investor may also opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the investor's aggregated flat tax liability on investment income (e.g. because of available losses carried forward or foreign tax credits). If the investor's individual progressive income tax rate, which is applicable on all taxable income including the investment income, is lower than 25%, the investor may opt to be taxed at individual progressive rates with respect to its investment income.

Capital losses from the sale or redemption of the Securities held as private assets should generally be tax-recognised irrespective of the holding period of the Securities. However, if the losses result from the full or partial non recoverability of the repayment claim, such losses together with other losses of such kind of the same year and loss carry forwards of previous years can only be offset up to an amount of EUR 20,000. Any exceeding loss amount can be

carried forward and offset against future capital investment income, but again subject to the EUR 20,000 limitation. This loss deduction will not be applied by the respective domestic paying agent, but has to be declared in the investor's income tax return. Further, any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods.

Individual investors are entitled to a saver's lump sum tax allowance for investment income of up to EUR 1,000 per year (EUR 2,000 jointly assessed investors). The saver's lump sum tax allowance is also taken into account for purposes of withholding tax if the investor has filed a withholding tax exemption request (*Freistellungsauftrag*) with the respective domestic paying agent. The deduction of related expenses for tax purposes is not permitted.

Corporate and business investors (subject to certain formal requirements as the case may be) should in general not be subject to the withholding tax on gains from the disposition or redemption of the Securities. However, any capital gain in the hands of such investors will be subject to personal income tax (up to 45% plus solidarity surcharge of up to 5.5% thereon and, church tax if applicable) or corporate income tax at a rate of 15% (plus solidarity surcharge of 5.5% thereon). In addition, trade tax (*Gewerbesteuer*) might be levied.

Non-resident Taxation

Profits derived by a non-resident Securityholder from the disposition of the Securities, from the redemption of the Securities or from the disposition of non-capital assets will not be taxed in Germany unless (i) the Securities or non-capital assets belong to the assets of a permanent establishment (including a permanent representative) or another fixed place of business maintained by the non-resident Securityholder in Germany or (ii) the income can be attributed to other German-sourced income (e.g. rent income derived from domestic property). Particularities could apply with respect to the disposition of certain underlying assets (e.g. equity).

Should a non-resident Securityholder be subject to German taxation, the same principles applicable to tax-resident Securityholders would apply.

Gift or inheritance tax

A transfer of the Securities by way of gift or on death will be subject to German inheritance or gift tax if the Securityholder, or its heir, donee or other beneficiary, is a German resident for German gift or inheritance tax purposes according to the specific rules of the German Gift and Inheritance Tax Act (*Erbschaftsteuergesetz*). This may in particular be the case if the Securityholder, heir, donee or other beneficiary is:

(a) an individual having at the time of the donation or death his or her residence or habitual abode in Germany or if the individual is a German citizen who has not been living abroad for more than five years without having a residence in Germany; or

(b) a corporation having its seat or central place of management in Germany; or

(c) the Securities constitute business assets attributable to a permanent establishment or a permanent representative in Germany.

Other taxes

No stamp, issue, registration or similar direct or indirect taxes or duties will be payable in Germany in connection with the issue, delivery or execution of the Securities or any interest therein. Under certain circumstances, however, entrepreneurs may opt for value added tax with regard to the sale of the Securities to other entrepreneurs. With respect to VAT, further particularities could apply with respect to the sale or redemption of certain underlying assets

(e.g. commodities). No net asset tax is currently levied in Germany.

OECD Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions and automatically exchange with exchange partners on an annual basis financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges are expected to begin in 2017.

Germany has enacted a law implementing the CRS, which has entered into force on 1 January 2016 and provides for the exchange of information in relation to the calendar year 2016 and later.

In the event that Securityholders hold the Securities through a German financial institution (as meant in the German implementation of the CRS), Securityholders may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the German implementation of the CRS.

14.5 Taxation in Italy

General

The information set out below is a summary of certain limited aspects of the Italian tax consequences of the acquisition, ownership and disposition of the Securities and it does not purport to be a comprehensive description of all the tax issues that may be relevant to a decision to purchase the Securities. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than Italy. This summary is based on the tax laws of Italy as in effect on the date of this Prospectus, as well as current regulations, Italian Tax Authority ("Agenzia delle Entrate") positions, rulings and decisions of other authorities available on or before such date and now in effect.

All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of this summary. Because it is a general summary, holders of the Securities should consult their own tax advisers as to the Italian or other tax consequences of the purchase, holding and disposition of the Securities including, in particular, the application to their specific situations of the tax aspects discussed below, as well as the application of state, local, EU, foreign or other tax laws.

This summary assumes that (i) the Issuer is not a tax resident nor deemed to be a tax resident of Italy according to Article 73, paragraph 3 of Presidential Decree No. 917 of 22 December 1986 (Testo Unico delle Imposte sui Redditi, also known as "**TUIR**") and that (ii) the Issuer does not have (and will not have at any time) a permanent establishment in Italy as defined under Article 162 of TUIR.

With Ruling No. 72/E of 12 July 2010 the Agenzia delle Entrate has established that Exchange Traded Commodities (ETC) should be treated as **derivative financial instruments** for Italian tax purposes, because they are characterised by the following aspects: (i) value is dependent on an underlying asset, group of assets, or benchmark; (ii) price derives from fluctuations in the underlying asset; and (iii) settlement could be carried out through the delivery of the underlying asset, rather than in cash.

Tax on income and capital gains deriving from "derivative financial instruments"

For the purposes of Italian tax law and based on current tax authorities' approach, The Securities are subject to the tax regime of derivative financial instruments (or bundles of derivative financial instruments) as defined by art. 67, par. 1, lett. c-quater of TUIR.

Italian tax regime applicable to derivative financial instruments received by a Securityholder is determined according to the following criteria: (i) net cash proceeds received from a redemption or sale of the Securities, (ii) the sum paid at the time of subscription or purchase and (iii) the legal nature of the Securityholder.

If the Securityholder is (a) an Italian resident corporations or similar commercial entity, or (b) an Italian individuals engaged in entrepreneurial activities to which the Securities are effectively connected, (c) a permanent establishments in Italy non-Italian resident to which the Securities are effectively connected (as well as unrealised gains reported in the statutory financial statement), proceeds from the sale or redemption of the Securities received shall be included in the relevant holder's taxable income, which is subject to corporate income tax ("Imposta sul reddito delle società – IRES", currently applicable at an ordinary rate of 24 per cent., increased by 3.5 per cent for insurance companies, banks and some financial intermediaries, including, without limitation, parent companies of banking groups, fund management companies and investment firms, while the above-specified ordinary rate is reduced to 12 per cent for companies that start activities in the "Special Economic Zones – ZES" of Italy, as determined by the Italian government) for cases (a) and (c) or to personal income taxation (as business income), for case (b), according to the ordinary rules.

In addition, in certain cases, depending on the status and the type of activity of the holder (e.g. securities trading activity), proceeds from the sale or redemption of the Securities may also be relevant for the purpose regional income tax on productive activities ("Imposta regionale sulle attività produttive – IRAP");

If the Securityholder is (a) Italian resident individuals not engaged in entrepreneurial activities to which the Securities are effectively connected or (b) a non-commercial entities according to Article 5 of Legislative Decree no. 461 of 21 November 1997, as defined under the combined provisions of Articles 67 of TUIR and Article 3 of Law Decree no. 66 of 2014, gains realised upon the sale for consideration or redemption of the Securities are considered as "other income" (redditi diversi) and are generally subject to a substitute tax (imposta sostitutiva) currently at the rate of 26 per cent.

Italian tax law provides for the application of a substitute tax of 26% (as final taxation) on gains of a financial nature through three alternative regimes:

(a) The so-called "Regime della dichiarazione", as required by Article 5 of Legislative Decree no. 461 of 21 November 1997, the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity.

Imposta sostitutiva on capital gains is applied, on a cumulative basis, on all capital gains realised in a fiscal year, net of any incurred capital loss. In regard with the sum of capital gain or loss, it is evident that all disposals of the Securities and other financial instruments triggering have to be subject to the same tax regime.

In addition, these individuals and non-commercial entities must report the overall capital gains realised, net of any relevant incurred capital loss, in the annual Italian tax return and file it to the Italian tax authorities. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years;

(b) The so-called "Regime del Risparmio Amministrato", according to Article 6 of Legislative Decree no. 461 of 21 November 1997, is carried out through the provision of non-discretionary administration/Backing Issuer services to the relevant taxpayer

and allows to pay the imposta sostitutiva separately on the capital gains realised upon each sale or redemption of the Securities under this regime.

Such a separate taxation of each capital gain is allowed only if: (a) the Securities being deposited with an Italian bank, or an investment firm as a Società di Intermediazione Mobiliare (SIM) or with one of certain other authorised financial intermediaries, (b) each relevant capital gain being realised through such intermediary, and (c) an express election for the Risparmio Amministrato regime being timely made in writing by the relevant Securityholder. The financial intermediary, on the basis of the information provided by the taxpayer, accounts for imposta sostitutiva in respect of capital gains realised on each sale or redemption of the Securities (as well as in respect of capital gains realised at revocation of its mandate and upon other specific circumstances which are deemed to trigger an assignment under this regime), net of any incurred capital loss, and is required to pay the relevant amount of tax to the Italian fiscal authorities on behalf of the taxpayer, deducting a corresponding amount from proceeds to be credited to the Securities holder.

Under the Regime del Risparmio Amministrato, where a sale or redemption of the Securities results in a capital loss, such loss may be used to reduce the subsequent capital gains realised in the same tax year and up to the following fourth.

All gains that have been subject to the Regime del Risparmio Amministrato do not have to be included in the yearly income tax return of the holder of the Securities;

(c) The so-called "Regime del Risparmio Gestito", according to Article 7 of Legislative Decree no. 461 of 21 November 1997, is performed through the management of an authorised Italian financial intermediary, providing discretionary portfolio management services, who directly applies the imposta sostitutiva.

The tax base is represented by the computation of the annual increase in value of the managed assets accrued, which include the increase or decrease in the fair market value of the Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities, even if not realised, at year end.

Under the Regime del Risparmio Gestito, any depreciation of the managed assets accrued at year end may be carried forward and deducted against future increase in value of the managed assets in the four succeeding years. All gains that have been subject to the Regime del Risparmio Gestito do not have to be included in the yearly income tax return of the holder of Securities.

Capital gains in respect of the Securities realised upon sale, transfer or redemption by Italian resident individuals not engaged in entrepreneurial activities to which the Securities are effectively connected could also be exempted from taxation, including the 26 per cent imposta sostitutiva, if the Securities are included in a long-term individual savings account ("Piano Individuale di Risparmio a lungo termine – PIR" or also "Alternative PIR") that, combining the Securities with PIR eligible financial instruments, comply with (i) Article 1 (paragraphs 100 – 114) of Law no. 232 of 2016, as last amended by the Law Decree no 124 of 2020, converted into Law no. 157 of 2020, and/or with (ii) the Law Decree no 34 of 2020, converted into Law no. 77 of 2020. For the avoidance of doubts, the Securities are not, per se, PIR eligible financial instruments, but may be entitled to the tax exemption only if the Securities are included in a bucket of non-PIR eligible financial instruments that doesn't exceed 30% of the total assets within the PIR and do not exceed the threshold for individual securities in a PIR;

If the Securityholder is an Italian resident collective investment schemes (e.g. UCITS), the increase or decrease in the fair market value of the Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities, other than real estate investment funds, and hedge funds are not subject to taxation at the fund's level;

If the Securityholder is an Italian pension funds (subject to the regime provided for by Articles 14, 14-ter and 14-quater, paragraph 1, of Legislative Decree 21 April 1993, no. 124 as further substituted by Legislative Decree no. 252 of 5 December 2005), the increase or decrease in the fair market value of the Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities are included in the determination of the yearly NAV accrued appreciation or depreciation of the assets under management that is subject to a substitute tax (imposta sostitutiva) currently at a rate of 20 per cent, reduced to 12.50 per cent for the portion of the appreciation of the assets under management attributable to bonds issued by Italy or "white list" countries;

If the Securityholder is a Non-Italian resident without a permanent establishment in Italy to which the Securities are effectively connected, it is not subject to income tax in Italy on the proceeds realised on the sale of the Securities, provided that:

(a) the Securities have not been deposited in Italy; or

(b) the Securities have been deposited in Italy and are traded on a regulated market; or

(c) the Securities have been deposited in Italy but are not traded on a regulated market and the beneficial owner of the proceeds from the Securities: (i) complies with certain filing requirements; and (ii) is a resident of a country which is included in the list of jurisdictions allowing exchange of information with the Italian tax authorities as provided under the relevant list which is contained in a specific Ministerial Decree and in the following periodical updating.

Inheritance and gift taxes

Law no. 286 of 24 November 2006, which has converted into law, with amendments, Law Decree no. 262 of 3 October 2006, has introduced inheritance and gift tax to be paid at the transfer of assets (such as the Securities) and rights by reason of death or gift.

As regards the inheritance and gift tax to be paid at the transfer of the Securities by reason of death or gift, the following rates apply:

(a) transfers in favour of spouses and direct descendants or direct relatives are subject to an inheritance and gift tax of 4 per cent. on the value of the inheritance or the gift exceeding EUR 1,000,000.00 for each beneficiary;

(b) transfers in favour of brothers and sisters are subject to an inheritance and gift tax of 6 per cent. on the value of the inheritance or the gift exceeding EUR 1000,000.00 for each beneficiary;

(c) transfers in favour of relatives up to the fourth degree or relatives-in-law to the third degree, are subject to an inheritance and gift tax of 6 per cent. on the entire value of the inheritance or the gift;

(d) any other transfer is subject to an inheritance and gift tax of 8 per cent. on the entire value of the inheritance or the gift; and

(e) transfers in favour of seriously disabled persons are subject to an inheritance and gift tax at the relevant rate as described above on the value of the inheritance or the gift exceeding EUR 1,500,000.00 for each beneficiary.

The payment of the gift and inheritance taxes should be made directly by the relevant taxpayer and not by means of withholding by a tax agent.

Moreover, an anti-avoidance rule is provided by Law no. 383 of 18 October 2001 for any gift of assets (such as the Securities) which, if sold for consideration, would give rise to capital gains subject to the imposta sostitutiva provided for by Legislative Decree no. 461 of 21

November 1997 (see section 15.66 above). In particular, if the beneficiary of the gift sells the Securities for consideration within five years from the receipt thereof as a gift, the same beneficiary is required to pay the relevant imposta sostitutiva on capital gains as if the gift had never taken place.

Securities Transfer and Registration Tax

According to Article 37 of Law Decree no. 248 of 31 December 2007, as converted with amendments into Law no. 31 of 28 February 2008, the transfer of the Securities is not subject to Italian stock exchange tax.

Contracts relating to the transfer of the Securities are subject to the following registration tax: (i) public deeds and notarised deeds are subject to a fixed registration tax at a rate of €200.00; (ii) private deeds are subject to registration tax at a rate of €200.00 only if they are voluntary registered or if the so-called "caso d'uso" or "enunciazione" occurs.

Financial Transaction Tax (Tobin tax)

Having regard to Article 1, paragraphs 491 to 499 of the Law No 228 of 24 December 2012 and to Decree of the Minister of Economy and Finance of 21 February 2013, the transfer of the Securities is not subject to the application of the tax Financial Transaction Tax.

Stamp Duty

Pursuant to Article 19(1) of Law Decree No. 201 of 6 December 2011 ("**Decree 201**"), as converted into Law no. 214 of 22 December 2011, a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries, carrying out their business activity within the Italian territory, to their clients for the Securities deposited therewith. The stamp duty applies at the current rate of 0.2 per cent. This stamp duty is determined on the basis of the market value or, if no market value figure is available, the nominal value or redemption amount of the Securities held. The stamp duty has a cap of euro 14.000 if the taxpayer is different from a natural person.

Wealth Tax on securities deposited abroad

Pursuant to Article 19, paragraph 18, of Decree 201, Italian (a) resident individuals, (b) non-commercial entities (e.g. trusts, foundations, etc.) and (c) non-commercial partnerships (i.e. Società Semplice) holding the Securities outside the Italian territory are required to pay a wealth tax ("Imposta sul valore delle attività finanziarie detenute all'estero – IVAFE") at the current rate of 0.2 per cent.

The IVAFE's tax base is the market value of the Securities at the end of the relevant year or at the end of the holding period, if on 31 December the Securities are no longer held. When market value figure is not available, IVAFE is calculated on the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the IVAFE due).

Tax Monitoring

Pursuant to Law Decree no 167 of 28 June 1990, converted into Law no. 227 of 4 August 1990, as amended, Italian (a) tax resident individuals, (b) non-commercial entities (e.g. trusts, foundations, etc.) and (c) non-commercial partnerships (i.e. Società Semplice), whose, during the fiscal year, hold the Securities abroad must disclose to the Italian tax authorities filling the Italian tax return.

Tax monitoring is not due when the Securities are placed in custody or administration with an authorised Italian financial intermediary (e.g. Italian banks, fiduciary companies). In this event

also IVAFE is not due, as Stamp Duty (see. Par. 15.77) becomes applicable.

OECD Common Reporting Standards

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in 2017.

Italy has enacted Law No. 95 of 18 June 2015 ("**Law 95/2015**"), implementing the CRS (and the amended EU Directive on Administrative Cooperation), which has entered into force on 1 January 2016 and provides for the exchange of information from the calendar year 2016 onwards.

In the event that the Securities are held through an Italian financial institution (as meant in the Ministerial Decree of 28 December 2015 implementing Law 95/2015), the holders of the Securities may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the Italian implementation of the CRS.

15. General Information

15.1 Incorporation by reference

The following document(s) are incorporated by reference into and shall form part of this Prospectus:

- The Issuer's Directors' report and audited financial statements for the period 09 November 2022 to 31 December 2023, dated 25 April 2024.

The document(s) incorporated by reference can be found on the following website: https://etp.hanetf.com/multi-asset-etc-documents.

Unless specifically stated otherwise, no documents form part of this Prospectus for purposes of the Prospectus Regulation. Other than in relation to the documents which are deemed to be incorporated by reference, any website mentioned in this Prospectus does not form part of the Prospectus.

15.2 Documents Available for Inspection

For the duration of the Programme or so long as any Securities remain outstanding, copies of the following documents listed at (a) – (j) below are available free of charge during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer at IFC5, St. Helier, JE1 1ST, Jersey:

(a) the Memorandum and up to date Articles of Association of the Issuer;

(b) the Trust Deed (including any supplemental trust deeds);

(c) the Security Documents;

(d) the Custody Agreements;

(e) the Administration Agreement;

(f) the Authorised Participant Agreements;

(g) the Agency Agreement;

(h) the Management and Determination Agent Agreement;

(i) the annual audited financial statements and interim unaudited financial statements of the Issuer; and

(j) the Prospectus, any relevant Issue Specific Option and Final Terms.

Copies of the documents listed at (a) – (d) and (f) – (j) above will be available for inspection by holders of Securities in electronic format at https://etp.hanetf.com/multi-asset-etc-documents (in each case, once and to the extent available) with the exception of this Prospectus, which shall instead be available at https://etp.hanetf.com/multi-asset-etc-documents. The Issuer reserves the right to redact certain provisions related to sensitive commercial matters and certain procedures for security reasons.

15.3 Authorisation

The establishment of the Programme has been authorised by a resolution dated 19 October 2023. The issuance of any Class of Securities under this Prospectus must be separately approved by separate resolutions.

15.4 Listing and Trading

The Issuer will apply for the Securities to be admitted to listing on each Relevant Stock Exchange specified in the Final Terms for such Securities.

As of the date of the relevant Final Terms, no application will be made for the Securities to be admitted to listing or trading on any other exchange or market as specified in the Final Terms for such Securities, but the Issuer may cause such application to be made in respect of the Securities of any or all classes on any such exchanges or markets in its discretion.

15.5 Clearing

Securities may be accepted for clearance through any Relevant Clearing System including CREST, Euroclear and Clearstream, Luxembourg and Clearstream, Frankfurt (which are the entities in charge of keeping the records). Securities will be cleared through the Relevant Clearing System in whole numbers of Securities only (for these purposes a Security may be referred to as a unit by the Relevant Clearing System).

The address of CREST is Euroclear UK & Ireland Limited, 33 Cannon Street, London, EC4M 5SB.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium.

The address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg.

The address of Clearstream, Frankfurt is Mergenthalerallee 61, 65760 Eschborn, Germany.

15.6 Third-party information - Sources

Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

15.7 Publication of Asset Entitlement

Each Business Day the Issuer will publish the Asset Entitlement of each Class of Securities on the Issuer's Website as described under the heading Asset Entitlement in the section 3. "*Economic Overview of the Securities*" of this Prospectus. Save as aforesaid the Issuer does not intend to provide post-issuance information.

15.8 Determination of issue/offer price and issue size

The issue/offer price and the amount of the relevant Securities will be determined before filing of the applicable Final Terms of each Class based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any of the Classes of Securities except in relation to the Asset Entitlement as set out under 15.7 above.

16. Jersey Regulatory Notices

If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser. It should be remembered that the price of securities and the income from them can go down as well as up.

A copy of this Prospectus has been delivered to the Registrar of Companies in Jersey in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002 ahead of the launch of the first Class of Securities to be issued under this Prospectus, and he has given, and has not withdrawn, his consent to its circulation.

The JFSC given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958, as amended, to the issue of securities by the Issuer. The Jersey Financial Services Commission is protected by the Control of Borrowing (Jersey) Law, 1947, as amended, against liability arising from the discharge of its functions under that law. It must be distinctly understood that, in giving these consents, neither the Registrar of Companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions expressed, with regard to it.

Nothing in this document or anything communicated to holders or potential holders of Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for Securities or the exercise of any rights attached thereto for the purposes of the Financial Services (Jersey) Law 1998, as amended.

The Securities may only be issued or allotted exclusively to:

(a) a person whose ordinary activities involve him in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of his business or who is responsible to expect will acquire, hold, arrange or dispose of investments (as principal or agent) for the purposes of his business; or

(b) a person who has received and acknowledged a warning to the effect that (i) the Securities are only suitable for acquisition by a person who (x) has a significantly substantial asset base such as would enable him to sustain any loss that might be incurred as a result of acquiring the Securities and (y) is sufficiently financially sophisticated to be reasonably expected to know the risks involved in acquiring the Securities and (ii) neither the Issuer nor the activities of any functionary with regard to the issue of the Securities are subject to all of the provisions of the Financial Services (Jersey) Law 1998.

Each person who acquires Securities will be deemed, by such acquisition, to have represented that he or it is one of the foregoing persons.

17. Selling Restrictions

General

Any person subsequently offering, selling or recommending the Securities shall comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Securities or possesses, distributes or publishes this Prospectus or any other offering material relating to the Securities.

Persons into whose hands this Prospectus comes are required by the Issuer to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Securities or possess, distribute or publish this Prospectus or any other offering material relating to the Securities, in all cases at their own expense.

European Economic Area

Unless the relevant Final Terms in respect of any Securities specify "*Prohibition of Sales to EEA Retail Investors*" as "*Not Applicable*" the Securities are not intended to be offered and shall not be offered to any retail investors in the European Economic Area.

For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"); and

(b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

If the relevant Final Terms in respect of any Securities specify "*Prohibition of Sales to European Economic Area Retail Investors*" as "*Not Applicable*", in relation to each Member State of the EEA (each, a "**Member State**"), any relevant person has represented that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Securities to the public in that Member State:

(i) if the relevant final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus

Regulation;

(iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or

(iv) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (ii) to (iv) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision the expression an "offer of Securities to the public" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 as amended.

United Kingdom

Unless the relevant Final Terms in respect of any Securities specify "*Prohibition of Sales to UK Retail Investors"* as "*Not Applicable*", the Securities are not intended to be offered and shall not be offered to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (8) of Article 2(1) of Commission Delegated Regulation (EU) 2017/565 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018, as amended by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018; or

(ii) a customer within the meaning of Article 68(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, where that customer would not qualify as a professional client as defined in point (8) of Article 2(28) of Regulation (EU) No 600/2014 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018, as amended by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1129 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"); and

(b) the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

If the relevant Final Terms in respect of any Securities specify "*Prohibition of Sales to UK Retail Investors"* as "*Not Applicable"*, any relevant person has represented that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Securities to the public in the United Kingdom:

(i) if the relevant final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1(4) of the UK Prospectus Regulation in the United Kingdom (a "**Non-exempt Offer**"),

following the date of publication of a prospectus in relation to such Securities which has been approved by the Financial Conduct Authority provided that any such prospectus has subsequently been completed by final terms contemplating such Non-exempt Offer, in accordance with the UK Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(ii) at any time to any legal entity which is a qualified investor as defined in the UK Prospectus Regulation;

(iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the UK Prospectus Regulation) subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or

(iv) at any time in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation,

provided that no such offer of Securities referred to in (ii) to (iv) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation and/or section 87G of FSMA.

For the purposes of this provision the expression "**offer of Securities to the public"** in relation to any Securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

United Kingdom - Other regulatory restrictions

Any person subsequently offering, selling or recommending the Securities has to ensure that:

(c) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(d) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

United States

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), The Issuer has not been and will not be registered under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). The Securities may not be offered, sold or delivered within the United States of America (the "**United States"**) or to or for the account or benefit of, US Persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the registration requirements of the Investment Company Act. The Securities are being offered and sold only in "offshore transactions" (as defined in Regulation S under the Securities Act) in reliance upon Regulation S under the Securities Act. Any person acting as a distributor of the Securities exclusively outside the United States has represented and agreed that neither it nor any persons acting on its behalf has offered, sold or delivered or will offer, sell or deliver any Securities within the United

States. In addition, each such distributor has represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Securities offered in reliance on Regulation S. Terms used in this subparagraph have the meaning given to them by Regulation S.

Switzerland

Any person subsequently offering, selling or recommending the Securities will be required to confirm, represent and agree that:

(a) it has only made and will only make an offer of the Securities to the public in Switzerland, other than pursuant to an exemption under Article 36(1) Swiss Financial Services Act ("**FinSA**") or where such offer does not qualify as a public offer in Switzerland, if the applicable Final Terms in respect of any Securities published according to Article 64 FinSA specify "Swiss Non-exempt Offer" as applicable, in the offer period specified in the applicable Final Terms, and if consent has been granted to use the Prospectus and the applicable Final Terms for a public offer in Switzerland in accordance with Article 36(4) FinSA; or

(b) it has not offered and will not offer, directly or indirectly, Securities to the public in Switzerland, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in Switzerland, this Prospectus, the applicable Final Terms or any other offering material relating to the Securities, other than pursuant to an exemption under Article 36(1) FinSA or where such offer or distribution does not qualify as a public offer in Switzerland.

For these purposes "public offer" refers to the respective definitions in Article 3(g) and (h) FinSA and as further detailed in the implementing Swiss Federal Financial Services Ordinance ("**FinSO**").

If Securities qualifying as debt instruments with a "derivative character" (as such expression is understood under FinSA) are offered to private clients within the meaning of FinSA in Switzerland a key information document under Article 58 FinSA (Basisinformationsblatt für Finanzinstrumente) or Article 59(2) FinSA in respect of such Securities must be prepared and published. According to Article 58(2) FinSA, no key information document is required if Securities are acquired for private clients under an asset management agreement. For this purpose, a private client means a person who is not one (or more) of the following: (i) a professional client as defined in Article 4(3) FinSA (not having opted-in on the basis of Article 5(5) FinSA) or Article 5(1) FinSA; or (ii) an institutional client as defined in Article 4(4) FinSA; or (iii) a private client with an asset management agreement according to Article 58(2) FinSA. For these purposes "offer" refers to the interpretation of such term in Article 58 FinSA.

The Securities do not constitute a participation in a collective investment scheme in the meaning of the Swiss Federal Act on Collective Investment Schemes ("**CISA**") and are not subject to the supervision by the FINMA, and investors will not benefit from the specific investor protection under the CISA.

18. Data Protection

18.1 Data Protection Notice

Introduction

By completing the subscription or the Redemption Order, you are providing personal data to the Issuer. This Data Protection Notice is intended to ensure that you are aware of what personal data the Issuer, as data controller, holds in relation to you and how that data is used. The Issuer will use your personal data only for the purposes and in the manner set forth below which describes the steps taken to ensure our processing of your personal data is in compliance with the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") and the Data Protection (Jersey) Law 2018 ("**Data Protection Legislation**").

The Issuer has designated HANetf EU Limited as its representative in the EU pursuant to Article 27 of the General Data Protection Regulation, and HANetf Limited as its representative in the UK pursuant to the Data Protection Act 2018.

Please note: you have the right to object to the processing of your personal data where that processing is carried out for our legitimate interests.

Scope

This Data Protection Notice applies to you and to third parties whose information you provide to us in connection with our relationship with you. Please ensure that you provide a copy of this Data Protection Notice to any third parties whose personal data you provide to us. This Data Protection Notice applies to all personal data processed by us regardless of the media on which it is stored. The Issuer may update this Data Protection Notice at any time and will notify you in writing of any changes.

Nature, Purpose & Legal Basis for Processing

Personal data is any data relating to a living person who can be identified directly from that data, or indirectly in conjunction with other information. The Issuer will hold some or all of the following types of personal data: name, address, bank details, email address, telephone number. This personal data will be used for the purposes of administration, transfer agency, statistical analysis and research, in particular:

1. to manage and administer the investor's holding in the Issuer and any related accounts on an ongoing basis;

2. to carry out statistical analysis and market research.

Personal data will only be processed to the extent necessary for the purposes set out above for the Issuer's legitimate business interests. The Issuer will also process personal data as necessary to comply with legal obligations. The Issuer will inform you in advance if we intend to further process your personal data for a purpose other than as set out above. The Issuer may also seek your specific consent to the processing of personal data for other specific purposes. You will have the right to withdraw such consent at any time.

Where you do not provide your Personal Data

If you do not provide us with your personal data, the Issuer may not be able to process your investor application. The Issuer will tell you when we ask for information which is a contractual requirement or needed to comply with our legal obligations.

Recipients of Investor Personal Data

Your personal data will be disclosed to, and processed by, the Management and Determination

Agent (who will be a Data Processor of your personal data, as defined in Data Protection Legislation) for the purposes of carrying out the services of administrator and registrar of the Issuer and to comply with legal obligations including under company law and anti-money laundering legislation or foreign regulatory requirements. The Management and Determination Agent may in turn disclose your personal data to agents or other third parties where necessary to carry out these purposes.

The Issuer may also disclose your personal data to:

- the money laundering reporting officer, the Management and Determination Agent, and our or their duly authorised agents and related, associated or affiliated companies;
- agents of the Management and Determination Agent who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements.
- other third parties including financial advisors, regulatory bodies, auditors, technology providers.

The Issuer takes all reasonable steps, as required by Data Protection Legislation, to ensure the safety, privacy and integrity of your personal data and where appropriate, enter into contracts with such third parties to protect the privacy and integrity of such data and any information supplied.

Transfers of Personal Data outside the EEA

The Issuer may transfer your personal data to countries outside of Jersey (including the U.S.) which may not have the same data protection laws as Jersey. The Issuer will take all steps reasonably necessary to ensure that your personal data is treated securely, and that appropriate safeguards are in place to protect the privacy and integrity of such personal data, in accordance with Data Protection Legislation. Please contact the Issuer if you wish to obtain information concerning such safeguards (see 'Contact Us' below).

Security, Storage and Retention of Personal Data

The Issuer takes all reasonable steps as required by Data Protection Legislation to ensure the safety, privacy and integrity of your personal data. The Issuer will retain your personal data only for so long as is necessary to carry out the purposes set out above and to comply with any legal obligations.

Your Rights

You have a right to obtain a copy of, and the right to rectify any inaccuracies in, the personal data we hold about you by making a request to us in writing. You also have the right to request erasure, restriction, portability or object to the processing of your personal data or not to be subject to a decision based on automated processing, including profiling. You should inform us of any changes to your personal data. Any requests made under this section can be made using the details set out at 'Contact Us' below. We will respond to your request in writing, or orally if requested, as soon as practicable and in any event not more than one month after receipt of your request.

You may have the right to complain to The Jersey Office of the Information Commissioner or a regulator/authority in another jurisdiction.

The Jersey Office of the Information Commissioner in Jersey can be contacted at:

By mail: 2nd Floor, 5 Castle St, St. Helier, Jersey JE2 3BT

Email: enquiries@jerseyoic.org

Telephone: +44 (0) 1534 716530

Contact Us

If you have any queries regarding this data protection notice, please contact the Issuer at feedback@hanetf.com.

19. Directors, Secretary, Service Providers and Advisers

ISSUER

HANETF MULTI-ASSET ETC ISSUER PLC
IFC 5
St. Helier
JE1 1ST
Jersey

TRUSTEE

The Law Debenture Trust Corporation p.l.c.
Eighth Floor, 100 Bishopsgate
London EC2N 4AG
United Kingdom

CUSTODIAN IN CONNECTION WITH STRUCTURED PRODUCTS AS UNDERLYING ASSETS

European Depositary Bank S.A., Dublin Branch
Registered address: 3, Rue Gabriel Lippmann,
L-5365 Munsbach, Luxembourg

Ireland branch address: 2nd Floor, Block 5, Irish Life Centre,
Abbey Street Lower,
Dublin, D01 P767, Ireland

CUSTODIAN IN CONNECTION WITH STRUCTURED PRODUCTS AS UNDERLYING ASSETS

Société Générale S.A., Dublin Branch
Registered address: 29, boulevard Haussmann,
75009 Paris, France

CUSTODIAN IN CONNECTION WITH EQUITIES AS UNDERLYING ASSETS

Interactive Brokers (U.K.) Limited
Level 20 Heron Tower
110 Bishopsgate
London, EC2N 4AY
United Kingdom

Interactive Brokers LLC
One Pickwick Plaza, Greenwich, Connecticut 06830,
United States of America

US BROKER-DEALER

Foreside Fund Services, LLC
Foreside Funds Distributors LLC
Foreside Financial Services, LLC
IMST Distributors, LLC
Three Canal Plaza, Suite 100

Portland Maine 04101
United States of America

Quasar Distributors, LLC
111 East Kilbourn Ave, Suite 2200
Milwaukee, Wisconsin 53202
United States of America

REGISTRAR AND TRANSFER AGENT

The Bank of New York Mellon SA/NV, Dublin Branch
Riverside Two
Sir John Rogerson's Quay
Grand Canal Dock
Dublin 2
Ireland

ISSUING AND PAYING AGENT

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

MANAGEMENT AND DETERMINATION AGENT

HANetf Limited
City Tower, 40 Basinghall Street
London EC2V 5DE
United Kingdom

AUDITORS

Baker Tilly
First Floor, 46-50 Kensington Chambers
Kensington Place, Channel Islands
St. Helier
JE4 0ZE
Jersey

ADMINISTRATOR

Apex Fund Services (Ireland) Limited
2nd Floor, Block 5, Irish Life Centre
Abbey Street Lower
Dublin, D01 P767
Ireland

CORPORATE SERVICES PROVIDER

Apex Financial Services (Jersey) Limited
IFC 5, St. Helier
JE1 S1ST
Jersey

LEGAL ADVISORS AS TO ENGLISH LAW

To the Issuer

White & Case LLP
5 Old Broad Street
London EC2N 1DW
United Kingdom

To the Trustee

Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom

LEGAL ADVISERS AS TO JERSEY LAW

Appleby (Jersey) LLP
13-14 Esplanade
St. Helier
Jersey
JE1 1BD

20. Commonly Asked Questions

Item	Question	Answer
1.	**What are the Securities?**	The Securities are undated limited recourse debt obligations of the Issuer which are intended to provide investors with a return equivalent to holding the relevant Underlying Asset(s), less fees. The Securities issued under this Prospectus may be linked to and secured by quantities of the relevant Underlying Assets including (i) an individual underlying share, (ii) a basket of underlying shares, (iii) an index of underlying shares, (iv) an individual underlying fund, (v) a basket of underlying funds and (vi) an index of underlying funds. All Securities are secured on the relevant Underlying Asset(s) which are deposited with one or more Custodians appointed by the Issuer for the storage of such Underlying Asset(s), in accordance with the Issue Specific Option and relevant Custody Agreement.
2.	**Are the Securities guaranteed?**	No. The Securities issued under the Programme will not be guaranteed by, or be the responsibility of, any entity other than the Issuer. Aside from the Issuer, no other person is required to make payments on Securities of any Class. Specifically, the Securities: (a) will not have the status of a bank deposit and will not be within the scope of any deposit protection scheme; and (b) are not insured or guaranteed by any government, government agency or other body.
3.	**Who is the Trustee and its role?**	The Trustee is The Law Debenture Trust Corporation p.l.c. ("**Law Debenture**"), an independent entity whose role is to act as trustee on behalf of Securityholders in accordance with the Trust Deed and to act as security trustee on behalf of Securityholders and the other Secured Parties in accordance with the Security Document. The Trustee holds its rights on behalf of Securityholders and in its capacity as security trustee on behalf of Secured Parties. In exercising any discretion or making any determination required to be made by the Trustee, it will take into account the interest of the Securityholders of each Class of Securities as whole, but it is not required to take into account the interests of any individual Securityholder.
4.	**Who are the Authorised Participants?**	Authorised Participants are experienced financial institutions who meet certain eligibility requirements and who have

Item	Question	Answer
		entered into an Authorised Participant Agreement with the Issuer.
5.	**What is the role of an Authorised Participant?**	Authorised Participants play a crucial role in intermediating between end investors and the Issuer by making Securities available On-Exchange and in the OTC Market, which enables end investors to buy and sell Securities using their ordinary brokerage accounts, without having to handle the Underlying Assets. To facilitate these transactions, the Authorised Participants are entitled to: (a) subscribe for new Securities directly with the Issuer by delivering the relevant Underlying Asset; and (b) redeem Securities directly with the Issuer by receiving the relevant Underlying Asset from the Issuer. Only Authorised Participants are allowed to subscribe for Securities directly with the Issuer. Any Securityholder may Redeem Securities directly with the Issuer. A Securityholder may Redeem Securities by submitting a valid Redemption Form to require the Redemption of the Securities it holds for delivery of the relevant Underlying Asset (or, in limited circumstances, cash) in an amount equal to the Asset Entitlement of such Securities (as calculated on the Trade Date) into the applicable Securityholder Account on the applicable Redemption Settlement Date.
6.	**Who are the Administrators and what do they do?**	The Administrator is Apex Fund Services (Ireland) Limited. Among other things, the Administrator provide the following services: • Maintaining the register of Securities and the number of outstanding Securities • Publishing the daily Asset Entitlement per Security • Providing the authorised signatories needed to transfer the relevant Underlying Assets from the Issuer's relevant Secured Custody Account The Administrators are part of the Apex Group, a global financial services organisation and the fifth largest fund administrator in the world, which retains a focus on high client service levels delivered locally and administers circa

Item	Question	Answer
		$650bn in assets. Globally, the Apex Group administers over 6,000 structures.
7.	**How do investors buy and sell Securities**	Investors can buy and sell Securities on any of the stock exchanges on which they are admitted to trading, or in private transactions (in the OTC Market), in the same way as they buy and sell other listed securities. Transactions in Securities other than those directly with the Issuer can be done at any point during an exchange trading hours. Such purchases of Securities will generally be done at an "offer/issue price" and any sales of Securities intraday will generally be done at a "bid price". The bid and offer/issue prices of a Security are expected to be close to the fair value of the relevant class of Security on a particular day, however, they will not match exactly the fair value because bid and offer/issue prices also take account of other market conditions such as market liquidity (supply and demand) of both the Securities and the Underlying Allowances at the time that the investor is looking to buy or sell their Securities.
8.	**Are there transaction costs for buying and selling Securities On-Exchange or in the OTC Market?**	Investors who buy and sell Securities On- Exchange or in the OTC Market may be charged additional costs by other parties (for example brokerage fees) in respect of those transactions, in addition to any bid-offer spread.
9.	**How is the Asset Entitlement per Security calculated?**	The initial Asset Entitlement on the Issue Date is set out in the respective Final Terms of the Securities. The details and mechanics for the calculation of the relevant Asset Entitlement for each relevant day is set out in the relevant Issue Specific Option and is based on the specified amount(s) of the Underlying Asset(s) (the "**Underlying Specific Entitlement**") including any other amounts due and less any applicable Redemption Deductions, whereby the Asset Entitlement (as further set out in the relevant Issue Specific Option) reduces each day from the first day of listing and trading by the total expense ratio ("**TER**") in respect of the relevant Class of Securities.
10.	**What is the Total Expense Ratio ("TER")?**	The Total Expense Ratio is in respect of each Class is an "all-in" operational fee charged to Securityholders in respect of a Security. This fee is charged to Securityholders by reducing the Asset Entitlement Per Security on a daily basis.
11.	**Effects of the TER over time?**	Based on the ongoing reduction of the Asset Entitlement(s) caused by the TER, the value of the Securities and, thus, of the Securityholders investments will decline over time, if such

Item	Question	Answer
		reduction through the TER is not exceeded by the performance of the Underlying Asset(s). Therefore, the value of the Securityholders' investments will decline, even if the value of the Underlying Asset(s) remains unchanged.
12.	**How does a Securityholder redeem its Securities?**	A Securityholder can exercise its right of redemption by completing a Redemption Form and sending it to the Administrator (who acts for and on behalf of the Issuer), and, once the Administrator has confirmed the Redemption Form is valid and delivering up the Securities to the Issuer Free-Of-Payment in order to be redeemed. In the case of a Non-AP Securityholder, the right of redemption is subject to certain qualifications (such as the Securityholder passes the Issuer's KYC checks, performed by the Administrator, pays the applicable redemption fees, and is not prohibited by law from holding the Underlying Assets).
13.	**Who are Non-AP Securityholders?**	A "Non-AP Securityholder" is any Securityholder who is not an Authorised Participant. A retail investor, for example, would qualify as a "Non-AP Securityholder".
14.	**Who is the "holder" of the Securities?**	If the Securities are held through a clearing system or by a bank's or broker's nominee (which will usually be the case), the legal "holder" will either be the entity nominated by the clearing system as the depositary for the Securities or the person entered in the register as the Securityholder. An investor's rights in relation to the Securities will be governed by the contract the investor has with their broker, custodian or other entity through which the investor holds their interest in the Securities and the contracts they have with the clearing system and any intermediaries in between. Accordingly, where this Prospectus describes a right as being owed to, or exercisable by, a Securityholder then an investor's ability to benefit from or exercise such right will be dependent on the terms of the contracts in such chain.
15.	**What is the minimum investment?**	The minimum investment in the secondary market is one Security. Subscriptions by Authorised Participants will be subject to a Subscription Minimum.
16.	**Can an investor lose more than its investment?**	No. Although an investor could experience a fall in the value of his investment owing to a fall in the price of the Underlying Assets, they cannot lose more than their initial investment.

Item	Question	Answer
17.	**Are investors charged a fee for holding Securities?**	Yes, Securityholders are charged a fee in respect of the holding of the Securities. The Asset Entitlement Per Security is reduced each day by the Total Expense Ratio. The deduction of the Total Expense Ratio is used to pay for the expenses incurred in relation to the relevant Class of Securities, including the Management Fee due to HANetf under the Management and Determination Agent Agreement.
18.	**Do Securities have a set maturity date?**	No, they do not. Securities are undated securities and have no set maturity date.
19.	**Are there any circumstances where the Securities may be redeemed early?**	Yes, the Securities may be redeemed early if the Issuer determines that a Compulsory Redemption Event has occurred in respect of the Securities.
20.	**What is Capital Adjustment Factor?**	Capital Adjustment Factor is an amount determined by the Issuer that represents fees, expenses and/or, if applicable distributions or deductions that may arise or be levied by various counterparties, service providers or market participants in connection with the relevant Class of Securities.
21.	**What is Weight Adjustment Factor?**	Weight Adjustment Factor is an amount determined by the Issuer that represents a change in the individual asset entitlement for the relevant asset comprised in the Asset Entitlement for that Class of Securities to reflect the quantities of the individual asset held in respect of the Class of Securities following a Rebalancing.
22.	**What is Voluntary Rebalancing?**	Voluntary Rebalancing is where the Issuer may remove or replace a component of a basket, acting in good faith and in a commercially reasonable manner, in order to restore the initial weightings of the basket components or the composition of a basket in accordance with the objective of the basket or to help reduce a tracking error in respect of an Index (as applicable) or following the occurrence of certain disruption events.
23.	**Is an investment in a leveraged ETP Underlying Asset the same as investing in the leveraged assets?**	An investment in an leveraged ETP Underlying Asset is not the same as investing directly in the leveraged assets. Importantly, an investment in a leveraged ETP Underlying Asset does not give any ownership interest, right or entitlement to any or the leveraged assets. Any amounts payable on the Class of leveraged Securities will be in cash, and the Securityholders of the Class of leveraged Securities will have no right to receive delivery of any leveraged asset at any time.

Item	Question	Answer
24.	**What are the risks associated with holding a Class of leveraged Security for periods greater than one day?**	A Class of leveraged Securities provide an exposure to either an unleveraged, short or leveraged daily percentage change in a leveraged asset by holding a leveraged ETP Underlying Asset. Over periods of greater than one day, the change in price of a Class of leverage Security may not match the unleveraged, short or leveraged percentage change in the relevant leveraged ETP Underlying Asset over such longer period and it is possible that they outperform or underperform the unleveraged, short or leveraged percentage change in the relevant leveraged ETP Underlying Asset over such longer period. The leveraged daily percentage change may result in a up to +5x increase/gain or up to -5x decrease/lost in value of a Class of leveraged Securities. However, Securityholders will not loose more than their initial investment or be liable to make any additional payments in the case of a up to -5x decrease/lost.