

DATED: 24 OCTOBER 2016

Second Master Trust Deed Supplement

between

Boost Issuer Public Limited Company
as Issuer

Boost Management Limited
as Manager

and

The Law Debenture Trust Corporation p.l.c.
as Trustee

modifying the Master Trust Deed dated 30 November
2012 (as modified and/or supplemented thereafter)
relating to the Issuer's Collateralised ETP Securities
Programme

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THIS SECOND MASTER TRUST DEED SUPPLEMENT is dated 24 October 2016 and made

BETWEEN:

- (1) **BOOST ISSUER PUBLIC LIMITED COMPANY**, a company incorporated under the laws of Ireland under company number 515981 and having its registered office at 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (the “**Issuer**”);
- (2) **BOOST MANAGEMENT LIMITED**, (which expression shall, where the context admits, include any successor Manager appointed by the Issuer), of 12 Castle Street, St Helier, Jersey JE2 3RT (the “**Manager**”); and
- (3) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**, (which expression shall, where the context admits, include any successor trustee or additional trustee appointed hereunder) of Fifth Floor, 100 Wood Street, London EC2V 7EX (the “**Trustee**”).

BACKGROUND:

- (A) This Second Master Trust Deed Supplement is supplemental to the Master Trust Deed dated 30 November 2012 (the “**Original Master Trust Deed**”) as supplemented by the First Master Trust Deed Supplement dated 22 November 2013 (the “**First Master Trust Deed Supplement**”) (together the “**Master Trust Deed**”) made between the Issuer, the Manager and the Trustee and relating to the Issuer's Collateralised ETP Securities Programme (the “**Programme**”).
- (B) On or around the date hereof, the Issuer will publish an updated Base Prospectus relating to the Programme (the “**Base Prospectus**”).
- (C) The Issuer and the Trustee are entering into this Second Master Trust Deed Supplement in order to make modifications to the Master Trust Deed to reflect the modifications to the Base Prospectus referred to in Recital (B) above.

NOW THIS SECOND SUPPLEMENT TO THE MASTER TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. **Interpretation**

- 1.1 Capitalised terms used in this Second Master Trust Deed Supplement but not otherwise defined shall have the meanings given to them in the Master Trust Deed.
- 1.2 Clauses and Schedules shall be construed as references to, respectively, the Clauses and Schedules to this Second Master Trust Deed Supplement.
- 1.3 Headings shall be ignored in construing this Second Master Trust Deed Supplement.
- 1.4 The Schedule is part of this Second Master Trust Deed Supplement and has effect accordingly.

2. **Modifications to Master Trust Deed**

- 2.1 The provisions of the Master Trust Deed are hereby modified in relation only to all ETP Securities issued on or after the date hereof other than any such ETP Securities issued so as to be consolidated and form a single Class with any ETP Securities issued prior to the date hereof by the deletion in their entirety of the Terms and Conditions of the ETP Securities set out in Schedule 6 thereto and the substitution therefor of the Terms and Conditions of the ETP Securities set out in Schedule 1 hereto.

- 2.2 The Master Trust Deed and this Second Master Trust Deed Supplement shall henceforth be read and construed together as one trust deed.
- 2.3 A memorandum of this Second Master Trust Deed Supplement shall be endorsed by the Trustee on the original of the Master Trust Deed and by the Issuer on its duplicate of the Master Trust Deed.

3. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to the Master Trust Deed (as modified by this Second Master Trust Deed Supplement) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Second Master Trust Deed Supplement or the relevant Supplemental Trust Deed except and to the extent (if any) that the relevant Supplemental Trust Deed expressly provides for such Act to apply to any of the terms of this Second Master Trust Deed Supplement and such Supplemental Trust Deed.

4. **Governing Law and Submission to Jurisdiction**

- 4.1 This Second Master Trust Deed Supplement, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with English law.
- 4.2 The courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Second Master Trust Deed Supplement and accordingly any legal action or proceedings arising out of or in connection with this Second Master Trust Deed Supplement (“**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 ETP 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).

5. **Counterparts**

This Second Master Trust Deed Supplement may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Second Master Trust Deed Supplement may enter into the same by executing and delivering a counterpart.

IN WITNESS whereof this Second Master Trust Deed Supplement has been executed as a deed by the Issuer, the Manager and the Trustee and delivered on the date stated on page 1.

SCHEDULE 1: TERMS AND CONDITIONS OF THE ETP SECURITIES

TERMS AND CONDITIONS OF THE ETP SECURITIES

*The following is the text of the terms and conditions which, subject to completion by the Final Terms relating to a particular Class or Tranche of ETP Securities, will be applicable to the ETP Securities of such Class or Tranche and which will be attached to or endorsed on such ETP Securities in definitive form (or, in the case of Registered Securities, on the Individual Certificates relating to such Registered Securities). Unless the context requires otherwise, references in these terms and conditions to "**ETP Securities**" are to the ETP Securities of one Class only, not to all ETP Securities which may be issued under the Programme from time to time.*

The ETP Securities are issued under the Collateralised ETP Securities Programme of the Issuer (the "**Programme**"). In respect of a Class of ETP Securities, the ETP Securities of such Class will be constituted by (i) a supplemental trust deed dated the Issue Date of the first Tranche of ETP Securities of such Class and made between, among others, 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 holders of the ETP Securities and the other persons specified therein (as amended, supplemented, novated and/or replaced from time to time, the "**Supplemental Trust Deed**"; and (ii) a master trust deed dated on or about the Programme Effective Date and made between the Issuer, the Manager and the Trustee (the "**Original Trust Deed**"), which was amended and supplemented by a first master trust deed supplement dated 22 November 2013 and a second master trust deed supplement dated 24 October 2016 between the Issuer, the Manager and the Trustee (as further amended, supplemented, novated and/or replaced from time to time, the "**Master Trust Deed**"). The Master Trust Deed and the Supplemental Trust Deed in respect of each Class of ETP Securities are referred to together as the "**Trust Deed**". These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed.

In connection with the ETP Securities, the Issuer has entered into one or more index-linked swap transactions (each, a "**Swap Transaction**") with one or more Swap Providers (as defined below), in each case under the swap agreement entered into by the Issuer and such Swap Provider in the form of an ISDA 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc. (the "**ISDA 2002 Master Agreement**") together with a Schedule thereto and Credit Support Document (as defined below) (each, as amended and/or supplemented from time to time, and together with each confirmation of a Swap Transaction entered into thereunder, a "**Swap Agreement**"). Under each Swap Transaction, the relevant Swap Provider will make certain payments to the Issuer which the Issuer will use to fund amounts due on or in respect of the ETP Securities (if any).

The obligations of the Issuer under the ETP Securities of a particular Class are secured by the Trust Deed in respect of such Class. In addition, the obligations of the Issuer under each Class of ETP Securities in relation to which a Swap Transaction has been entered into with the same Swap Provider under the same Swap Agreement are secured by a security deed in respect of the assets comprising the Swap Provider Collateral Pool (as defined below) that relates to the Swap Agreement with that Swap Provider between, among others, the Issuer, The Law Debenture Trust Corporation p.l.c. acting in the capacity of security trustee (the "**Security Trustee**", which expression shall include all persons for the time being the security trustee or security trustees under the applicable Collateral Pool Security Deed (as defined below) and the relevant Swap Provider (each, as amended, supplemented, novated and/or replaced from time to time, a "**Collateral Pool Security Deed**").

An agency agreement dated on or about the Programme Effective Date (as amended, supplemented novated and/or replaced from time to time, the "**Agency Agreement**") has been entered into in relation to the ETP Securities between the Issuer, the Trustee, the Manager, Capita International Financial Services (Ireland) Limited as initial issuing and paying agent and Capita IRG Trustees Limited as Registrar.

The Issuer, the Security Trustee, each Swap Provider and The Bank of New York Mellon (the "**Collateral Administrator**") will enter into a collateral administration agreement (each, as amended, supplemented, novated and/or replaced from time to time, a "**Collateral Administration Agreement**") for the administration of the assets comprising the Swap Provider Collateral Pool in respect of that Swap Provider.

An operating procedures agreement dated on or about the Programme Effective Date (as amended, supplemented, novated and/or replaced from time to time, the "**Operating Procedures Agreement**") has been entered into in order to establish certain operation procedures in relation to ETP Securities issued under the Programme (other than APAC ETP Securities) between, among others, the Issuer, the Initial Swap

Provider (as defined below) and the Initial Authorised Participant (as defined below), to which each Additional Authorised Participant has acceded.

Further, an operating procedures agreement dated as of 5 July 2013 (as amended, supplemented, novated and/or replaced from time to time, the "**Revised Operating Procedures Agreement**") **has been entered into in relation to ETP Securities issued under the Programme over any Class** specified in Annex 1 to the Revised Operating Procedures Agreement (each, a Class of "**APAC ETP Securities**") in order to establish certain operating procedures in relation to such APAC ETP Securities between, among others, the Issuer, the Initial Swap Provider (as defined below) and the Initial Authorised Participant (as defined below), to which certain of the Additional Authorised Participants have acceded. Copies of the Master Trust Deed, the Supplemental Trust Deed, each Collateral Pool Security Deed, the Swap Agreement with the Initial Swap Provider, the Agency Agreement, the Collateral Administration Agreement, the Operating Procedures Agreement, the Revised Operating Procedures Agreement, the Authorised Participant Agreement (as defined below) with the Initial Authorised Participant and the Master Definitions Schedule (as defined below) are available for inspection during usual business hours at the registered office of the Trustee and at the registered office of the Issuer.

The ETP Securityholders are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Swap Agreement, each Collateral Pool Security Deed, the Agency Agreement, each Collateral Administration Agreement, the Operating Procedures Agreement, the Revised Operating Procedures Agreement, the Master Definitions Schedule (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 ETP Securities held by such ETP Securityholders.

The terms and conditions of a Class of ETP Securities will be the conditions set out below as completed by the Final Terms applicable thereto (as defined below). References herein to the "**Conditions**" of the ETP Securities are to these terms and conditions as so completed by the Final Terms applicable to the ETP Securities.

1. **Definitions**

1.1 **Definitions**

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

"Additional Authorised Participant" means any Eligible Authorised Participant (other than the Initial Authorised Participant) that has entered into an Authorised Participant Agreement with the Issuer and has acceded to the Operating Procedures Agreement.

"Additional Swap Provider" means any Eligible Swap Provider, other than the Initial Swap Provider, that has entered into a Swap Provider Agreement with the Issuer and has acceded to the Operating Procedures Agreement.

"Adjustment Event" has the meaning given to it in Condition 10.3.

"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.

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

"Agreed Pricing" means the method prescribed under Condition 8.4 by which a Swap Provider and an Authorised Participant may request a redemption of any ETP Security by submission of a valid Agreed Redemption Order to the Issuer.

"Agreed Redemption Order" means a notice in the form prescribed from time to time by the Issuer requesting redemption of ETP Securities using Agreed Pricing.

"Applicable Product Annex" means Annex A, in the case of Equity Securities, Annex B, in the case of Commodity Securities or Annex C, in the case of Fixed Income Securities and Currency Securities.

"Authorised Participant" means the Initial Authorised Participant and any Additional Authorised Participant.

"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.

"Bearer Securities" has the meaning given to it in Condition 2.

"Benchmark Index" means the underlying, unleveraged Index to which any Class of ETP Securities may be referenced, or from which any Leveraged Index referenced by a Class of ETP Securities is derived.

"Central Bank" means the Central Bank of Ireland in its capacity as the competent authority in Ireland under the Prospectus Directive.

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

"Class" means all ETP 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 ETP Securities, as specified in the relevant Final Terms.

"Class Secured Creditor" means the Trustee and the holders of the ETP Securities.

"Class Secured Obligations" means all present and future obligations of the Issuer to the Class Secured Creditors under the Trust Deed and each ETP Security.

"Class Secured Property" means the assets that are the subject of the security constituted by the Trust Deed and any other Security Document.

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

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

"Collateral Administrator" means The Bank of New York Mellon and any successor or replacement thereto or any other entity appointed as collateral administrator in accordance with the terms of the relevant Collateral Administration Agreement.

"Collateral Administrator Suspension Day" means a day on which any failure by the Collateral Administrator to transfer Eligible Collateral between the Issuer and a Swap Provider when due in accordance with the terms of the relevant Collateral Administration Agreement has occurred and is continuing.

"Collateral Pool Document" means, in respect of a Swap Provider and the related Swap Provider Collateral Pool, the Swap Provider Agreement, any guarantee of a Swap Provider's obligations under a Swap Agreement, the Swap Agreement (including each Credit Support Document in respect of the Swap Agreement), the Collateral Pool Security Deed and the Collateral Administration Agreement

and any agreement pursuant to which a Liquidation Agent is appointed, in each case entered into by the Issuer in respect of such Swap Provider and the related Swap Provider Collateral Pool and "**Collateral Pool Documents**" means all such documents.

"**Collateral Pool Secured Creditor**" means, in respect of each Collateral Pool Security Deed, the Security Trustee, the ETP Securityholders of the Connected Classes and the relevant Swap Provider.

"**Collateral Pool Secured Obligations**" means, in respect of each Collateral Pool Security Deed, all present and future obligations of the Issuer owed to the Collateral Pool Secured Creditors under such Collateral Pool Security Deed, the ETP Securities and the relevant Collateral Pool Documents.

"**Collateral Pool Secured Property**" means the assets that are subject to the security created by the Collateral Pool Security Deed.

"**Commodity Securities**" means any ETP Securities specified as such in the applicable Final Terms.

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

"**Compulsory Redemption**" means a redemption of ETP Securities in accordance with Condition 8.8.

"**Compulsory Redemption Amount**" means an amount per ETP Security calculated by the Determination Agent equal to the greater of:

- (A) the Principal Amount of such ETP Security; and
- (B) such ETP Security's pro rata portion of the amount(s) payable by the Swap Provider(s) to the Issuer pursuant to the applicable Swap Transactions upon termination of such Swap Transactions in connection with the compulsory redemption of such ETP Security.

"**Compulsory Redemption Date**" means, in respect of a Compulsory Redemption Event, the date designated as such in accordance with Condition 8.8.

"**Compulsory Redemption Event**" has the meaning given to it in Condition 8.8.

"**Compulsory Redemption Settlement Date**" means, in respect of a Compulsory Redemption Event, the day that falls three Currency Business Days after the day on which the Issuer has received payment in full from each relevant Swap Provider of the amounts payable in respect of the termination of each Swap Transaction.

"**Connected Class**" means each Class of ETP Securities in connection with which a Swap Transaction has been entered into by the Issuer with a Swap Provider under the same Swap Agreement and the obligations of the Issuer under such Class have been secured pursuant to the same Collateral Pool Security Deed.

"**Connected Class Acceleration Notice**" has the meaning given to it in Condition 13.2.

"**Connected Classes Extraordinary Resolution**" means in relation to Connected Classes of ETP Securities, a resolution passed at a meeting duly convened and held in accordance with schedule 7 of the Master 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 principal amount of the ETP Securities of such Connected Classes taken together who for the time being are entitled to receive notice of a meeting held in accordance with the Master Trust Deed shall, for all purposes, be as valid and effectual as a Connected Classes Extraordinary Resolution passed at a meeting of such ETP Securityholders duly convened and held in accordance with the relevant provisions of the Master Trust Deed.

"**Corporate Administrator**" means, in respect of the Issuer, Capita International Financial Services (Ireland) Limited and any successor or replacement.

"Credit Support Document" means, in respect of a Swap Agreement entered into between the Issuer and a Swap Provider, a 1995 ISDA Credit Support Annex (Transfer – English Law), as published by the International Swaps and Derivatives Association, Inc. (if any) or such other credit support document as may be entered into between the Issuer and such Swap Provider (in each case as amended, supplemented, novated and/or replaced from time to time).

"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 ETP Securities, has the meaning given to it in the Applicable Product Annex.

"Currency Securities" means any ETP Securities specified as such in the applicable Final Terms.

"Daily Redemption Amount" means, in respect of each Redemption Pricing Date, an amount equal to the product of (i) the Redemption Number and (ii) the Price per ETP Security as at such Redemption Pricing Date.

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

"Denomination" means, in respect of an ETP Security, an amount equal to its Principal Amount.

"Determination Agent" means WisdomTree Europe Ltd and any successor or replacement thereto or any other entity appointed as determination agent in accordance with the terms of the Determination Agency Agreement.

"Determination Agency Agreement" means the determination agency agreement (as amended, supplemented, novated and/or replaced from time to time) dated on or about the Programme Effective Date entered into by the Issuer, the Determination Agent, the Trustee and the Manager.

"Determination Agent Breach" has the meaning given to it in Condition 11.6(B).

"Disrupted Day", in respect of a Class of ETP Securities, has the meaning given to it in the Applicable Product Annex.

"Disruption Event", in respect of a Class of ETP Securities, means any event that causes a Valuation Date in respect of that Class to be a Disrupted Day.

"Division Fraction" has the meaning given to it in Condition 17.2(C).

"Early Redemption Pricing Date" means, in respect of a Class of ETP Securities, the date of delivery by the Trustee of an Event of Default Redemption Notice or a Connected Class Acceleration Notice relating to that Class.

"EEA" means the European Economic Area.

"Eligible 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 ETP Securities) incorporated, domiciled and regulated in the EEA that meets the requirements of the Operating Manual.

"Eligible Collateral" means, in respect of any Swap Agreement, securities and/or cash specified as "Eligible Credit Support" in the relevant Credit Support Document relating to such Swap Agreement, as may be amended and/or supplemented from time to time.

"Eligible Swap Provider" means any bank or financial institution (which for these purposes shall include any leading dealer or broker in instruments similar to the ETP Securities) incorporated,

domiciled and regulated in the EEA which is rated, or whose obligations are guaranteed by an entity which is rated, at least the Eligible Swap Provider Threshold Rating.

"Eligible Swap Provider Threshold Rating" means a long-term credit rating of BBB by S&P and/or Baa2 by Moody's and/or BBB by Fitch.

"Equity Securities" means any ETP Securities specified as such in the applicable Final Terms.

"ETP Securities" means the Class of ETP Securities to which these Conditions relates or, as the context may require, any or all securities issued by the Issuer under the Programme.

"ETP Security Type" means Equity Securities, Commodity Securities, Fixed Income Securities or Currency Securities as specified in the Final Terms.

"ETP 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).

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

"Euroclear" means Euroclear Bank S.A./N.V. and any successor thereto.

"Event of Default" has the meaning given to it in Condition 13.1.

"Event of Default Redemption Notice" has the meaning given to it in Condition 13.1.

"Exchange Date" has the meaning given to it in Condition 3.1.

"Exchangeable Bearer Securities" has the meaning given to it in Condition 2.

"Existing Class" has the meaning given to it in Condition 17.2(B).

"Extended Swap Term" has the meaning given to it in Condition 9.3.

"Extraordinary Resolution" means a resolution passed at a meeting duly convened and held in accordance with schedule 7 of the Master 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 ETP Securities who for the time being are entitled to receive notice of a meeting held in accordance with the Master Trust Deed shall, for all purposes, be as valid and effectual as an Extraordinary Resolution passed at a meeting of such ETP Securityholders duly convened and held in accordance with the relevant provisions of the Master Trust Deed.

"Final Redemption Date" means 30 November 2062.

"Final Redemption Settlement Date" means the day that falls three Currency Business Days after the final day of the relevant Redemption Unwind Period in respect of the Final Redemption Date.

"Final Terms" means the final terms specifying the relevant issue details of the ETP Securities.

"Fitch" means Fitch Ratings Limited and any successor thereto.

"Fixed Income Securities" means any ETP Securities specified as such in the applicable Final Terms.

"Further Tranche" means any Tranche of a Class of ETP Securities issued after the Class Issue Date in accordance with Condition 17.

"Further Tranche Issue Date" means the date of issuance of any Further Tranche of a Class of ETP Securities.

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

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

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

"Guarantee" means the guarantee dated 30 November 2012 from BNP Paribas S.A. for the benefit for the time being of the Issuer in respect of the obligations of the Initial Swap Provider under the relevant Swap Agreement;

"Hedging Disruption" has the meaning given to it in the Applicable Product Annex.

"Index" means the Index specified for the ETP Securities in the Final Terms, or any Successor Index.

"Index Business Day" means, in respect of an Index, unless otherwise provided in the Applicable Product Annex, any day on which the Index Sponsor in respect of such Index is scheduled to publish the level of the Index.

"Index Leverage Factor", in respect of an Index, means the leverage factor applied in calculating the Index Price of that Index.

"Index Manual" means, in respect of an Index, the document which sets out the methodology used by the Index Sponsor for the calculation and publication of such Index.

"Index Price", in respect of an Index on any Valuation Date, has the meaning given to it in the Applicable Product Annex.

"Index Pricing" means the method prescribed under Condition 8.3 by which an ETP Securityholder (who may be an Authorised Participant) may request a redemption of any ETP Security by submission of a valid Index Redemption Order to the Issuer.

"Index Redemption Order" means a notice in the form prescribed from time to time by the Issuer for requesting redemption of ETP Securities using Index Pricing.

"Index Sponsor" has the meaning given to it in the Applicable Product Annex.

"Index Unit" has the meaning given to it in the relevant Swap Agreement.

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

"Initial Authorised Participant" means BNP Paribas Arbitrage S.N.C. and any successor thereto;

"Initial Early Redemption Event" has the meaning given to it in Condition 8.8.

"Initial Swap Provider" means BNP Paribas Arbitrage S.N.C. and any successor thereto.

"Initial Swap Term" has the meaning given to it in Condition 9.3.

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

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

"Issue Price" means, in respect of a Tranche of ETP Securities, the amount per ETP Security specified in the Final Terms.

"Issuer" means Boost Issuer Public Limited Company, a public limited liability company incorporated under the laws of Ireland with registration number 515981.

"Issuer Administration Agreement" means the administration agreement dated on or about 30 November 2012 entered into by the Issuer, the Manager and the Corporate Administrator as amended, supplemented, novated or replaced from time to time.

"Issuer Call Redemption Notice" has the meaning given to it in Condition 8.7.

"Issuer Cash Account" means each segregated cash account established by the Issuer with the Collateral Administrator in order to hold Eligible Collateral delivered to the Issuer by a Swap Provider pursuant to a Credit Support Document.

"Issuer Redemption Notice" has the meaning given to it in Condition 8.8(E).

"Issuer's Website" means the website having the following internet address: <http://www.boostetp.com> or such other internet address as may be used by the Issuer and notified to ETP Securityholders and the Trustee in accordance with Condition 18.

"Issuing and Paying Agent" means Capita International Financial Services (Ireland) Limited and any successor or replacement thereto or any other entity appointed as issuing and paying agent pursuant to the Agency Agreement.

"Leveraged Index" means an Index with an Index Leverage Factor (as specified in the Applicable Product Annex) other than +1.

"Liquidation Agent" means any entity appointed to act as liquidation agent pursuant to Condition 6.5(B) and the relevant Collateral Pool Security Deed.

"London Business Day" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London.

"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.

"Manager" means Boost Management Limited, a private limited company incorporated in Jersey with registered number 111057, or any successor thereto.

"Master Definitions Schedule" means the schedule of definitions relating to the Programme dated on or about the Programme Effective Date (as amended, supplemented and/or replaced from time to time).

"Maximum Daily Termination Limit" means, in respect of a Swap Transaction relating to a Class of ETP Securities, a maximum limit (if applicable) on the decrease of the number of Index Units in respect of such Swap Transaction on any Optional Redemption Pricing Date, as may be amended by the relevant Swap Provider from time to time in accordance with the terms of the relevant Swap Provider Agreement and the Operating Procedures Agreement.

"Maximum Daily Termination Payment" means, in respect of a Swap Provider, a maximum limit (if applicable) on the amount payable by that Swap Provider on any Currency Business Day in respect of the termination of one or more Swap Transactions entered into between the Issuer and such Swap Provider relating to the ETP Securities or any Connected Class as a consequence of (i) the final redemption of the ETP Securities pursuant to Condition 8.1; (ii) the exercise by the Issuer of its redemption option pursuant to Condition 8.7; or (iii) the compulsory redemption of the ETP Securities pursuant to Condition 8.8, as may be amended by the relevant Swap Provider from time to time in accordance with the terms of the relevant Swap Provider Agreement.

"Moody's" means Moody's Investors Service Ltd. and any successor thereto.

"Multiple Swap Provider Class" means a Class of ETP Securities in respect of which the Issuer has entered into more than one Swap Transaction with more than one Swap Provider and the obligations of the Issuer under which have been secured on more than one Swap Provider Collateral Pool.

"New Class" has the meaning given to it in Condition 17.2(B).

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

"Non-Disrupted Valuation Date" means a Valuation Date which is not a "Disrupted Day" (as defined in the Applicable Product Annex).

"Non-Leveraged Index" means an Index with an Index Leverage Factor (as specified in the Applicable Product Annex) of +1.

"Notice Deadline" means 2.00p.m. (London) time, provided that the Notice Deadline in respect of any Class of ETP Securities may be adjusted by agreement between the Issuer and the relevant Swap Provider(s) with effect from the fifth calendar day following the date on which notice of such adjustment is given to the holders in accordance with Condition 18.

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

"OECD" means the Organisation for Economic Cooperation and Development and any successor thereto.

"Operating Manual" means the operating manual as set out in the schedule to the Operating Procedures Agreement (as amended, supplemented and/or replaced from time to time) as supplemented and amended, with respect to APAC ETP Securities, by the revised operative procedures set out in the Revised Operating Procedures Agreement.

"Optional Redemption" means the redemption of ETP Securities at the option of one or more ETP Securityholders in accordance with the provisions of Condition 8.2.

"Optional Redemption Amount" means, in relation to a Redemption Order, an amount per ETP Security equal to:

- (A) if Index Pricing applies, an amount calculated by the Determination Agent equal to the product of (i) the Price per ETP Security as at the relevant Optional Redemption Pricing Date; and (ii) one (1) minus the Swap Execution Rate; or
- (B) if Agreed Pricing applies, the amount specified in the applicable Agreed Redemption Order or calculated as specified in the Operating Manual.

"Optional Redemption Pricing Date" means, subject to Condition 10.2, a Valuation Date on which an Index Redemption Order is determined to be valid and accepted by or on behalf of the Issuer in accordance with the terms of the Operating Manual.

"Optional Redemption Settlement Date" means (i) where Index Pricing is applicable, the third currency Business Day following the Optional Redemption Pricing Date; or (ii) where Agreed Pricing is applicable, the date specified as such in the relevant Agreed Redemption Order.

"outstanding" means, for the purposes of the Conditions, any Swap Agreement, Trust Deed and Collateral Pool Security Deed, in relation to the ETP Securities and a Valuation Date, (i) on the Class Issue Date, the ETP Securities issued on such date, and (ii) on any Valuation Date thereafter, all the ETP Securities issued on or prior to such Valuation Date except (a) those that have been redeemed in accordance with Condition 8; (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 ETP Securities; (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 in respect of which a Final Redemption Settlement Date, Compulsory Redemption Settlement Date or Optional Redemption Settlement Date has occurred and in respect of which the Issuer (or the Trustee or the Issuing and Paying Agent, as the case may be) has received in full the related termination payment under the relevant Swap Transaction; (g) those that have been purchased, settled and cancelled as provided in Condition 8.7; (h) those mutilated or defaced Bearer Securities that have been surrendered in exchange for replacement Bearer Securities; (i) (for the purpose only of determining how many ETP 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 ETP Securities have been issued and (j) 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 ETP Securityholders, (2) the determination of how many ETP Securities are outstanding for the purposes of the Conditions, any Swap Agreement, Trust Deed and Collateral Pool Security Deed 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 ETP Securityholders, those ETP 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, ETP Securities (if any) which the Issuer has agreed on or prior to such Valuation Date to redeem but in respect of which the related termination payment under any Swap Transaction has not yet been paid in full to the Issuer (or the Trustee or Issuing and Paying Agent, as applicable) shall be deemed to be "outstanding" on such Valuation Date and ETP 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 11.7, and any successor or replacement thereto.

"Payment Business Day" means, in respect of any ETP Securities, any day (i) on which the Relevant Clearing System is open and (ii) which is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and the financial centre of the Relevant Currency which, in the case of a payment in EUR, is a TARGET Settlement Day.

"Posted Collateral" means, in relation to a Swap Agreement and a Swap Provider, all Eligible Collateral that has been transferred by such Swap Provider to the Issuer (or otherwise received by the Issuer in respect of Eligible Collateral that has been transferred to the Issuer) under the Credit Support Document in respect of such Swap Agreement and not returned to such Swap Provider in accordance with the terms of such Credit Support Document.

"Potential Event of Default" means an event or circumstance that could, with the giving of notice, lapse of time and/or issue of a certificate become an Event of Default.

"Price per ETP Security" has the meaning given to it in the Applicable Product Annex.

"Principal" means the Redemption Amount, the Optional Redemption Amount or the Compulsory Redemption Amount (as applicable).

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

"Proceedings" has the meaning given to it in Condition 21.2.

"Product Leverage Factor" means the factor specified in respect of the ETP Securities in the Applicable Product Annex.

"Programme Document" means each of the Master Trust Deed, the Agency Agreement, the Determination Agency Agreement, the Operating Procedures Agreement, the Revised Operating

Procedures Agreement and each Authorised Participant Agreement and "Programme Documents" means all such documents.

"Programme Effective Date" means 30 November 2012.

"Programme Maximum Number of ETP Securities" means 1,000,000,000.

"Programme Party" means a party to a Programme Document or a Collateral Pool Document (other than the Issuer and ETP Securityholders).

"Prospectus Directive" means Directive 2003/71/EC (as amended by Directive 2010/73/EU).

"Publication Event Redemption Notice" has the meaning given to it in Condition 8.8(D).

"Publication Failure Event" has the meaning given to it in Condition 8.8(D).

"Rating Agency" means any of S&P and/or Moody's and/or Fitch.

"Record Date" means the Clearing System Business Day immediately prior to the date for payment, where "Clearing System Business Day" means Monday to Friday inclusive except 25 December and 1 January.

"Redemption Account" means, in respect of ETP Securities, a bank account to receive payments in the Relevant Currency of the Optional Redemption Amount in respect of the redemption of such ETP Securities, which account shall be:

- (A) for an Authorised Participant, the bank account notified in writing for such purposes by the Authorised Participant to the Issuer, each Swap Provider and the Trustee from time to time; and
- (B) otherwise, the bank account specified in the Redemption Order.

"Redemption Amount" means an amount per ETP Security calculated by the Determination Agent equal to the greater of:

- (A) the Principal Amount of such ETP Security; and
- (B) the product of (i) the Weighted Average Price per ETP Security and (ii) one (1) minus the Swap Execution Rate,

provided that, where the ETP Securities have fallen for redemption following the delivery of an Event of Default Redemption Notice or a Connected Class Acceleration Notice, the Redemption Amount shall be an amount equal to the most recently published Price per ETP Security as at the date of delivery of the Event of Default Redemption Notice or Connected Class Acceleration Notice, as the case may be.

"Redemption Order" means an Index Redemption Order or an Agreed Redemption Order, as the case may be, in the form attached to the Operating Manual, or such other form as may be acceptable to the Issuer in its sole discretion.

"Redemption Limit" means the sum of the Maximum Daily Termination Limits applicable to each Swap Transaction relating to the ETP Securities.

"Redemption Number" means, in respect of each Redemption Pricing Date, a number of ETP Securities calculated by the Determination Agent as follows:

- (A) if the Redemption Unwind Period consists of more than one Redemption Pricing Date:
 - (1) in respect of each Redemption Pricing Date other than the last Redemption Pricing Date, a number (rounded down) equal to (x) the total number of ETP Securities

outstanding as at the Final Redemption Date or Compulsory Redemption Date, as the case may be; divided by (y) the number of days in the Redemption Unwind Period; and

(2) in respect of the last Redemption Pricing Date, a number equal to (a) the total number of ETP Securities outstanding as at the Final Redemption Date or Compulsory Redemption Date, as applicable; minus (b) the sum of the Redemption Numbers in respect of all the other Redemption Pricing Dates; and

(B) if the Redemption Unwind Period consists of one Redemption Pricing Date, a number equal to the total number of ETP Securities outstanding.

"Redemption Pricing Date" means each Valuation Date falling in the Redemption Unwind Period, commencing on and including the Final Redemption Date or Compulsory Redemption Date, as the case may be.

"Redemption Settlement Date" means the Final Redemption Settlement Date or Compulsory Redemption Settlement Date, as the context requires.

"Redemption Unwind Period" means a number of Valuation Dates commencing on and including the Final Redemption Date or Compulsory Redemption Date, as the case may be, equal to the number, rounded up to the nearest whole day, that results from dividing (i) the sum of the products of (x) the number of ETP Securities of each relevant Class being redeemed and (y) the Price per ETP Security of that Class as at the Valuation Date immediately preceding the Final Redemption Date or Compulsory Redemption Date, as applicable; by (ii) the then applicable Redemption Limit.

"Register" means the register maintained in Ireland by the Registrar of persons holding the ETP Securities.

"Registered Securities" has the meaning given to it in Condition 2.

"Registrar" means Capita IRG Trustees Limited or any successor or replacement thereto or any other entity appointed as registrar in accordance with the terms of the Agency Agreement.

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

"Relevant Currency" means the currency of denomination of the ETP Securities, as specified in the Final Terms.

"Relevant Date" has the meaning given to it in Condition 12.

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

"Relevant Stock Exchange" means the London Stock Exchange, the Frankfurt Stock Exchange, the Borsa Italiana and/or any other stock exchange on which ETP Securities of a Class may be listed.

"Replacement Transaction" has the meaning given to it in Condition 9.4(A).

"Restrike Event" has the meaning given to it in the Applicable Product Annex.

"RIS" means a regulated information service for the purposes of giving information relating to the ETP Securities and/or the rules of the Relevant Stock Exchange chosen by the Issuer from time to time, including but not limited to the Regulatory News Service (the "RNS") of the London Stock Exchange.

"**S&P**" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc, and any successor thereto.

"**Scheduled Swap Termination Event**" has the meaning given to it in Condition 9.4(C).

"**Secondary Early Redemption Event**" has the meaning given to it in Condition 8.9.

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

"**Security**" means, as the context requires, the security constituted by the Trust Deed, each Collateral Pool Security Deed and/or any other Security Document.

"**Security Document**" means, any security document relating to the ETP Securities designated as such by Issuer and the Trustee, as amended, supplemented, novated and/or replaced from time to time but, for the avoidance of doubt, not including any Collateral Pool Security Deed or any Trust Deed.

"**Securityholder Notice and Direction**" has the meaning given to it in Condition 8.8(D).

"**Services Agreement**" means the agreement between the Issuer and the Manager dated 30 November 2012 in respect of the provision of services by the Manager to the Issuer in connection with the Programme, as amended and/or supplemented from time to time or any replacement agreement which the Issuer may enter into from time to time, in respect of the provision of such services with any of its Affiliates.

"**Share Trustee**" means Capita Trustee Services Limited and any successor thereto.

"**Sub-custodian**" means any sub-custodian appointed by the Collateral Administrator pursuant to a Collateral Administration Agreement.

"**Subscription Amount**" means, in relation to a Subscription Order, an amount per ETP Security equal to:

- (A) an amount calculated by the Determination Agent equal to the product of (i) the Price per ETP Security as at the relevant Subscription Trade Date; and (ii) one (1) plus the Swap Execution Rate; or
- (B) such other amount as may be agreed in relation to such subscription between the Authorised Participant subscribing for ETP Securities in accordance with the terms of the Operating Manual, and one or more of the Swap Providers for the ETP Securities who have agreed to provide hedging to the Issuer in respect of such newly issued ETP Securities in accordance with Condition 9.1.

"**Subscription Limit**" means any applicable limit on the Issuer's ability to hedge newly issued ETP Securities pursuant to the terms of the Operating Manual or any Swap Provider Agreement, as may be amended from time to time.

"**Subscription Order**" means a request from an Authorised Participant delivered to the Issuer to issue ETP Securities.

"**Subscription Settlement Date**" means the third Valuation Date after the Subscription Trade Date, provided that if such Valuation Date is not a Disrupted Day.

"**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 Determination Agent pursuant to the Operating Manual stating that with effect from the date specified in such notice subscription of the ETP Securities shall be so suspended.

"Subscription Trade Date" means, subject to Condition 10.2, a Valuation Date on which a Subscription Order is determined to be valid and accepted by or on behalf of the Issuer in accordance with the terms of the Operating Manual.

"Successor Index", in respect of a Class of ETP Securities, has the meaning given to it in the Applicable Product Annex.

"Swap Calculation Agent" or **"Calculation Agent"** means the party designated as Calculation Agent in the relevant Swap Agreement(s).

"Swap Execution Rate" means the rate (expressed as a percentage) applicable to the ETP Securities, as set out in the Operating Manual and as may be amended by such Swap Provider from time to time as provided under the Operating Procedures Agreement or the Revised Operating Procedures Agreement, as applicable.

"Swap Provider" means the Initial Swap Provider and any Additional Swap Provider.

"Swap Provider Agreement" means, in respect of a Swap Provider, the swap provider agreement entered into by the Issuer and such Swap Provider, as amended, supplemented, novated and/or replaced from time to time.

"Swap Provider Collateral Account" means, in respect of a Swap Provider, an account or accounts in the name of the Issuer held by the Collateral Administrator or Sub-custodian or other agent on behalf of the Issuer and operated according to the relevant Collateral Administration Agreement, the Operating Procedures Agreement, the Revised Operating Procedures Agreement and the related Credit Support Document.

"Swap Provider Collateral Pool" means, in respect of each Swap Provider, all of the Issuer's right, title, interest and benefit present and future in, to and under:

- (A) the Issuer Cash Account relating to such Swap Provider and any cash balances standing to the credit of such Issuer Cash Account;
- (B) the Swap Provider Collateral Account relating to such Swap Provider and all Eligible Collateral delivered by such Swap Provider to the Issuer pursuant to the Credit Support Document in respect of the Swap Agreement between the Issuer and such Swap Provider and held in such Swap Provider Collateral Account; and
- (C) the Collateral Pool Documents relating thereto.

"Swap Provider Default Redemption Event" has the meaning given to it in Condition 9.4(B).

"Swap Provider Event of Default" means, in respect of a Swap Provider, any Event of Default (as defined in the corresponding Swap Agreement) in respect of which the Swap Provider is the sole Defaulting Party (as defined in such Swap Agreement).

"Swap Provider Termination Event" means, in respect of a Swap Provider and any Swap Transaction(s) entered into under the Swap Agreement between the Issuer and such Swap Provider, any Termination Event (as defined in the corresponding Swap Agreement) in respect of which the Swap Provider is the sole Affected Party (as defined in such Swap Agreement).

"Swap Replacement Period" has the meaning given to it in Condition 9.4(A).

"Swap Transaction Early Termination Event" has the meaning given to it in Condition 9.4(C).

"Swap Transaction Termination Notice" has the meaning given to it in Condition 9.4(B).

"Swap Transferee(s)" has the meaning given to it in Condition 9.2.

"TARGET Settlement Day" means a day on which the TARGET2 System is operating.

"TARGET2 System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system 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.

"Terminated Transaction" has the meaning given to it in Condition 9.4(A).

"Termination" means, in respect of a Swap Transaction, the total or partial close-out of such Swap Transaction in accordance with the terms of the relevant Swap Agreement.

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

"Transfer Agent" means any entity as may be appointed from time to time as transfer agent in accordance with the terms of the Agency Agreement and any successor or replacement thereto.

"Unacceptable Authorised Participant" means an Authorised Participant in respect of which a Swap Provider has given and not withdrawn notice under the relevant Swap Provider Agreement that the Authorised Participant has ceased to be acceptable to such Swap Provider.

"Uncertificated Registered Securities" means ETP Securities issued in dematerialised uncertificated registered form.

"Uncertificated Regulations" means the Uncertificated Securities Regulations 2001 and the Irish Companies Act 1990 (Uncertificated Securities) Regulations 1996 (S.I. No. 68 of 1996), as amended by the Irish Companies Act 1990 (Uncertificated Securities) (Amendment) Regulations 2005 (S.I. No. 693 of 2005) and such other regulations made under section 239 of the Irish Companies Act 1990 having force within Ireland as are applicable to Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) and/or the CREST "relevant system" (as defined in such regulations) and are from time to time in force.

"Valuation Date", in respect of any Class, has the meaning given to it in the Applicable Product Annex.

"Weighted Average Price per ETP Security" means an amount equal to (i) the sum of the Daily Redemption Amounts divided by (ii) the total number of ETP Securities outstanding as at the Final Redemption Date or Compulsory Redemption Date, as the case may be.

1.2 Interpretation

All capitalised terms used but not defined in these Conditions will have the meanings given to them in the Master Trust Deed, the Trust Deed and/or the Master Definitions Schedule.

2. Form and Title

The ETP Securities may be issued in bearer form (including in new global note form ("**NGN**") and in classic global note form ("**CGN**") and serially numbered ("**Bearer Securities**", which expression includes ETP Securities which are specified to be Exchangeable Bearer Securities), in registered form ("**Registered Securities**"), in bearer form exchangeable for Registered Securities ("**Exchangeable Bearer Securities**") or in dematerialised uncertificated registered form which shall not be exchangeable for Bearer Securities ("**Uncertificated Registered Securities**"), in each case in the Denomination(s) and Relevant Currency specified in the Final Terms. If it is stated in the Final Terms that the form of some or all of the ETP Securities is "**Bearer**", such ETP Securities are Bearer Securities. If it is so stated that the form of some or all of the ETP Securities is "**Exchangeable Bearer**", such ETP Securities are Exchangeable Bearer Securities. If it is so stated that the form of some or all of the ETP Securities is "**Registered**", such ETP Securities are Registered Securities. If it is so stated that the form of some or all of the ETP Securities is "**Uncertificated Registered**", such

ETP Securities are Uncertificated Registered Securities. Unless otherwise stated in the Final Terms, the form of all of the ETP 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, Clearstream, Luxembourg and Clearstream, Frankfurt; and (b) if the Bearer Securities are intended to be issued in CGN form, as stated in the Final Terms relating to such Class be delivered on or prior to the original issue date to a common depository for Euroclear, Clearstream, Luxembourg and Clearstream, Frankfurt.

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 depository on behalf of, Euroclear, Clearstream, Luxembourg and Clearstream, Frankfurt.

All Registered Securities of the same Class shall have the same Denomination. Where Exchangeable Bearer Securities are issued, the Registered Securities for which they are exchangeable shall have the same Denomination as the lowest denomination of Exchangeable Bearer Securities. 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 (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 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 CREST and are 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 participating securities: (i) the Register shall be maintained in Ireland 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, the holder (as defined below) of any ETP Security shall be deemed to be and may be treated as the absolute owner of such ETP Security for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such ETP Security 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 holder.

3. **Exchanges of Exchangeable Bearer Securities and Transfers of Registered Securities and Uncertificated Registered Securities**

3.1 **Exchange of Bearer Securities and Exchangeable Bearer Securities**

The Global Bearer Security relating to Bearer Securities is exchangeable (free of charge to the holder) on or after the Exchange Date in whole but not in part for Definitive Securities if the Global Bearer Security is held on behalf of a 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.

"**Exchange Date**" means a day falling not less than 60 calendar days after the date on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located.

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 ETP Securities represented by the Global Bearer Security submitted for exchange, security printed in accordance substantially in the form required under the Trust Deed.

Subject as provided in Condition 3.5, each Exchangeable Bearer Security may be exchanged in whole but not in part for the same aggregate principal amount of Registered Securities represented by an Individual Certificate at the request in writing of the relevant ETP Securityholder and upon surrender of each Exchangeable Bearer Security to be exchanged at the specified office of the Registrar. Registered Securities may not be exchanged for Bearer Securities and Bearer Securities of one Denomination may not be exchanged for Bearer Securities of another Denomination. Bearer Securities which are not Exchangeable Bearer Securities may not be exchanged for Registered Securities.

3.2 Transfer of Registered Securities in definitive form

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 and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder 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 an ETP 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 3.2 to 3.3 will be available for delivery within five business days of surrender of the relevant Exchangeable Bearer Security or, as the case may be, 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. In this Condition 3.4 "**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.

3.5 Exchange and transfer free of charge

Exchange and transfer of ETP Securities on registration or transfer will be effected without charge by or on behalf of the Issuer, the Registrar, but upon payment by the relevant ETP Securityholder (or the giving by the relevant ETP 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 ETP Securityholder may require the transfer of a Registered Security to be registered or an Exchangeable Bearer Security to be exchanged for one or more Registered Security(s) (i) during the period of 15 calendar days ending on the due date for redemption of that ETP Security, (ii) during the period of 15 calendar days prior to any date on which ETP Securities may be redeemed by Optional Redemption pursuant to Condition 3.6 or by the Issuer at its option pursuant to Condition 8.7, (iii) after any such ETP Security has been drawn for redemption in whole or in part or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Security called for redemption may, however, be exchanged for one or more Registered Security(s) in respect of which the Individual Certificate is simultaneously surrendered not later than any Record Date.

3.7 **Exchange of Uncertificated Registered Securities**

All transactions in respect of Uncertificated Registered Securities (including, without limitation, transfers of the ETP Securities) in the open market or otherwise must be effected through an account with EUI. All transfers of the ETP Securities shall be subject to and made in accordance with the Uncertificated Regulations and the rules, procedures and practices in effect of the Registrar and CREST. The Uncertificated Regulations and such rules, procedures and practices may change from time to time. No provision of the Conditions shall (notwithstanding anything to the contrary herein) apply or have effect to the extent that it is in any respect inconsistent with: (i) the holding of title to the ETP Securities in uncertificated form, (ii) the transfer of title to Uncertificated Registered Securities by means of registration in the Register or (iii) the Uncertificated Regulations.

If at any time the ETP Securities cease to be held in uncertificated form and/or accepted for clearance through CREST, or notice is received by or on behalf of the Issuer that the ETP Securities will cease to be held in uncertificated form and cleared through CREST and/or CREST is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or CREST announces an intention permanently to cease business or does in fact do so, the ETP Securities shall continue to be in registered form and the Issuer, the Registrar, the Issuing and Paying Agent 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 ETP Securityholders in accordance with Condition 18.

The provisions of the second paragraph this Condition 3.6 shall apply equally in the case that a holder ceases to be a CREST 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 CREST the rules and procedures of CREST include any closed period in which no ETP Securityholder may require the transfer of an ETP 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 ETP Securities is constituted by the applicable Trust Deed and secured by the applicable Trust Deed and each applicable Collateral Pool Security Deed. The ETP 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 and recourse in respect of which is limited in the manner described in Condition 6.7 and Condition 14.

5. **Price per ETP Security**

The Price per ETP Security in respect of any day shall be calculated in accordance with the terms of the Applicable Product Annex.

6. **Security**

6.1 Security

(A) The Security in respect of the ETP Securities shall be constituted by the Trust Deed and by each applicable Collateral Pool Security Deed, as described below. Additional Security Documents may be entered into in respect of particular Classes if required.

(1) **Trust Deed:** Pursuant to the Trust Deed, the Class Secured Obligations of the Issuer shall be secured by:

(a) an assignment by way of security of all of the Issuer's rights, title, interest and benefit present and future in, to and under the Programme Documents to the extent that they relate to the ETP Securities; and

(b) a first fixed charge over (i) all sums held now or in the future by or on behalf of the Issuer (including, without limitation, by the Issuing and Paying Agent and/or the Registrar) to meet payments due in respect of the obligations and duties of the Issuer under the Trust Deed and the ETP Securities (to the extent that such assets and property are not subject to the security created pursuant to any Collateral Pool Security Deed), (ii) any sums of money, securities, financial instruments or other property received or receivable now or in the future by or on behalf of the Issuer under each relevant Swap Agreement and/or Credit Support Document (to the extent that such assets and property are not subject to the security created pursuant to any Collateral Pool Security Deed) and (iii) all of the Issuer's rights as against the Collateral Administrator and/or any Sub-custodian in respect of any sum or property now or in the future standing to the credit of the relevant accounts of the Issuer with the Collateral Administrator or of the Collateral Administrator (on behalf of the Issuer) with any Sub-custodian relating to the ETP Securities (to the extent that such assets and property are not subject to the security created pursuant to any Collateral Pool Security Deed),

in each case, to the extent that they relate to the ETP Securities, in favour of the Trustee for its benefit and for the benefit of the Class Secured Creditors.

(2) **Collateral Pool Security Deed:** Pursuant to each Collateral Pool Security Deed, the Collateral Pool Secured Obligations of the Issuer relating to the relevant Swap Agreement shall be secured by:

(a) an assignment by way of security of all of the Issuer's rights, title, interest and benefit present and future in, to and under the relevant Collateral Pool Documents; and

(b) a first fixed charge over (i) the assets comprising the relevant Swap Provider Collateral Pool to the extent not assigned pursuant to (a) above, (ii) all sums held now or in the future by or on behalf of the Issuer (including, without limitation, by the Issuing and Paying Agent and/or the Registrar) to meet payments due in respect of the obligation and duties of the Issuer under the relevant Swap Agreement and (iii) all sums, securities and any other property held or received by the Liquidation Agent relating to the relevant Swap Agreement, any other Credit Support Document and the ETP Securities,

in each case, in favour of the Security Trustee for its benefit and the benefit of the Collateral Pool Secured Creditors,

(B) The Security created by the Trust Deed in respect of the ETP Securities is granted to the Trustee as continuing security for the Class Secured Obligations. The Security created by the Collateral Pool Security Deed in respect of a Swap Agreement is granted to the Security Trustee as continuing security for the relevant Collateral Pool Secured Obligations. In accordance with the Trust Deed and each applicable Collateral Pool Security Deed, prior to any enforcement of the Security, the Trustee and the Security Trustee, as applicable, will be deemed to release from such Security without the need for any notice or other formalities:

- (1) sums held by the Issuing and Paying Agent and/or the Registrar, as the case may be, the Collateral Administrator, as applicable, to the extent required for payment of any sum in respect of the ETP Securities and/or under the Programme Documents and/or the Collateral Pool Documents which is due and payable to be duly made (which for the avoidance of doubt shall include, without limitation, amounts payable in respect of Principal to the ETP Securityholders in accordance with these Conditions, amounts payable to a Swap Provider under the relevant Swap Agreement in connection with the increase of the exposure under any Swap Transaction relating to the issue of a further Tranche of the ETP Securities and Optional Redemption Amounts in respect of the ETP Securities payable to any Authorised Participant by the Issuer);
- (2) any part of the Collateral Pool Secured Property to the extent required to effect a transfer of Equivalent Credit Support (as defined in the relevant Swap Agreement) to the relevant Swap Provider in accordance with the terms of the relevant Swap Agreement and/or any other Credit Support Document;
- (3) any part of the Class Secured Property or Collateral Pool Secured Property to the extent required to comply with and subject to the provisions of Conditions 6.7 and 6.8;
- (4) any part of the Collateral Pool Secured Property to the extent required to give effect to the substitution of the Posted Collateral under a relevant Swap Agreement and/or any Credit Support Document in respect of such Swap Agreement in; and
- (5) any part of the Class Secured Property or the Collateral Pool Secured Property to the extent required to give effect to the transfer, novation or assignment of the relevant Swap Agreement in accordance with Conditions 9.2 or 9.4 and such Swap Agreement.

6.2 Money received by the Trustee prior to enforcement of Security

- (A) Pursuant to the terms of the Trust Deed, the Issuer agrees, on any date on which a payment of Principal under these Conditions in respect of any ETP Securities becomes due, unconditionally to pay the Trustee (or to the order of the Trustee) in same day cleared funds, in accordance with the Trust Deed, the Redemption Amount, the Optional Redemption Amount or the Compulsory Redemption Amount, as applicable, in respect of the ETP Securities which is due and payable on that date.

Notwithstanding anything to the contrary in these Conditions or the Trust Deed, (1) payment of Principal due under the ETP Securities pursuant to the Conditions made to the Issuing and Paying Agent and/or the Registrar (as the case may be) as provided in the Agency Agreement shall, to that extent, satisfy the Issuer's obligation to make payments of Principal in respect of the ETP Securities to the Trustee for the account of the ETP Securityholders except to the extent that there is failure by the Issuing and Paying Agent and/or the Registrar (as the case may be) to pass such payment to the relevant ETP Securityholders (whether via payment through the Relevant Clearing System or otherwise) and (2) a payment of Principal made after the due date or as a result of the ETP Securities becoming repayable following an Event of Default or the occurrence of a Compulsory Redemption Event shall be deemed to have been made when the full amount due has been received by the Issuing and Paying Agent and/or the Registrar (as the case may be) or the Trustee and notice to such effect has been given to the ETP Securityholders, except to the extent that there is failure by the Issuing and Paying Agent and/or the Registrar (as the case may be) to pass such payment to the relevant ETP Securityholders (whether via payment through the Relevant Clearing System or otherwise). Under the terms of the Trust Deed, the Trustee holds the benefit of this covenant on trust for itself and the ETP Securityholders according to their respective interests.

- (B) Save for any moneys received in connection with the realisation or enforcement of all or part of the Security, all moneys received by or on behalf of the Trustee in relation to the Issuer's covenant to pay Principal pursuant to Condition 6.2(A) will, despite any appropriation of all or part of them by the Issuer, be held by the Trustee on trust to apply them:
- (1) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities properly incurred by or payable to the Trustee under or pursuant to the Trust Deed (including, without limitation, any Taxes (other than any income, corporation or similar

tax in respect of the Trustee's remuneration) required to be paid by the Trustee in connection with the performance of its obligations under the Trust Deed and the Trustee's remuneration);

- (2) secondly, in payment of any amounts owing to the holders of ETP Securities *pari passu* and rateably; and
- (3) thirdly, in payment of any balance to the Issuer for itself.

If the Trustee holds any moneys in respect of ETP Securities that have become void or in respect of which claims have become prescribed, the Trustee will hold them on trust as described above.

6.3 Enforcement of Security constituted by the Trust Deed or by a Collateral Pool Security Deed

- (A) The Security constituted by the Trust Deed in respect of the ETP Securities shall become enforceable upon the occurrence of an Event of Default pursuant to Condition 13 below, or the occurrence of an event of default pursuant to the terms and conditions of any Connected Class.
- (B) The Security constituted by a Collateral Pool Security Deed shall become enforceable upon the occurrence of an Event of Default pursuant to Condition 13 below, or the occurrence of an event of default pursuant to the terms and conditions of any Connected Class.

6.4 Realisation of Security constituted by the Trust Deed

At any time after the Security constituted by the Trust Deed 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 ETP Securities then outstanding or by an Extraordinary Resolution of the ETP Securityholders, in each case subject to its having been pre-funded and/or secured and/or indemnified to its satisfaction by the ETP Securityholders, enforce the Security constituted by the Trust Deed.

To do this, the Trustee may, at its discretion, (i) enforce and/or terminate any relevant Programme Document relating to the ETP Securities 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 Trust Deed 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 ETP 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 Trust Deed 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, negligence or wilful default.

The Trustee shall not be required to take any action in relation to the Security constituted by the Trust Deed which may (i) be illegal or contrary to any applicable law or regulation or (ii) 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.

6.5 Realisation of Security constituted under each Collateral Pool Security Deed

- (A) At any time after the Security constituted by a Collateral Pool Security Deed has become enforceable, the Security Trustee may, at its discretion, and shall, if so directed in writing by

the relevant Swap Provider or by the holders of at least one-fifth in number of the ETP Securities of any Connected Class or by an Extraordinary Resolution of the ETP Securityholders of any Connected Class, subject to its having been pre-funded and/or secured and/or indemnified to its satisfaction by the ETP Securityholders of the Connected Classes (or, failing which the relevant Swap Provider, provided that, for the avoidance of doubt the relevant Swap Provider shall have no obligation whatsoever to provide any such pre-financing, security or indemnity therefor), enforce the Security constituted by such Collateral Pool Security Deed.

To do this, the Security Trustee may, at its discretion, (i) enforce and/or terminate any relevant Collateral Pool Document in accordance with its or their terms, and/or take action against the relevant Obligor(s) and/or (ii) subject to Condition 6.5(B), take possession of and/or realise all or part of the assets over which the Security constituted by the Collateral Pool Security Deed 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 ETP Securityholders.

The Security Trustee may, in writing, appoint a receiver or receivers over all or part of the assets over which the Security constituted by the Collateral Pool Security Deed 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 Security Trustee nor any receiver appointed by it or any attorney or agent of the Security 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, negligence or wilful default.

The Security Trustee shall not be required to take any action in relation to the Security constituted by a Collateral Pool Security Deed which may (i) be illegal or contrary to any applicable law or regulation or (ii) 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.

- (B) In addition, if the Security constituted by the applicable Collateral Pool Security Deed becomes enforceable in accordance with its terms, the Issuer shall use reasonable endeavours to appoint a Liquidation Agent as soon as is reasonably practicable which shall be the relevant Swap Provider (or, in the case of the Initial Swap Provider, if it so determines, BNP Paribas S.A.) provided that no "Event of Default" (as defined in the applicable Swap Agreement) has occurred under the applicable Swap Agreement where such Swap Provider is the Defaulting Party (as defined in the applicable Swap Agreement) (and provided always that the Issuer shall not be liable for any non-appointment of any Liquidation Agent or for any losses, damages, costs or expenses that result from any such non-appointment) to assist the Issuer in the enforcement of the security granted under the applicable Collateral Pool Security Deed. The Liquidation Agent shall be appointed as agent of the Issuer to realise the Posted Collateral under the Swap Agreement and/or any other Credit Support Document in a timely fashion in accordance with the terms of the Collateral Pool Security Deed and applicable laws. If the Issuer fails to appoint a Liquidation Agent by the close of business in London on the fifth Business Day after the Security constituted by the applicable Collateral Pool Security Deed becomes enforceable in accordance with its terms, the relevant Swap Provider may instruct the Security Trustee to appoint such an agent on the Issuer's behalf which, subject to the conditions set out above where such appointment is made by the Issuer itself, may be such Swap Provider (or, in the case of the Initial Swap Provider, BNP Paribas S.A.) (subject to the Security Trustee having been pre-funded and/or secured and/or indemnified to its satisfaction by the ETP Securityholders of the Connected Classes (or, failing which, the relevant Swap Provider, provided that, for the avoidance of doubt, such Swap Provider shall have no obligation whatsoever to provide any such pre-funding, security or indemnity therefor)

in respect of such appointment). The Issuer shall appoint the relevant Swap Provider (or, in the case of the Initial Swap Provider, BNP Paribas S.A.) as Liquidation Agent by entering into an agreement with such Swap Provider (or, in the case of the Initial Swap Provider, BNP Paribas S.A.) that includes provisions equivalent to those set out in the remainder of this Condition 6.5.

In appointing a Liquidation Agent, the Issuer shall act in good faith and shall seek to appoint a Liquidation Agent of good professional standing, having appropriate relevant experience and charging fees that are no higher than is commercially reasonable. The Issuer is under no obligation to obtain more than one quotation for such role and, where there is more than one candidate, may choose the entity it considers best suited to the role, regardless of whether other potential candidates would have charged lower fees. At any time after the Security constituted by the applicable Collateral Pool Security Deed has become enforceable, the Issuer (or its agent) may authorise and direct the Collateral Administrator and/or direct the Collateral Administrator to procure any Sub-custodian to deliver the Posted Collateral held by the Collateral Administrator or Sub-custodian to, or to the order of, the Liquidation Agent. Pursuant to the terms of the Collateral Pool Security Deed, the Security constituted thereby shall automatically be released without further action on the part of the Security Trustee to the extent necessary to effect the realisation of the Posted Collateral; provided that nothing in this Condition 6.5(B) shall operate to release the charges and other security interests over the proceeds of the enforcement of the Security constituted by the Collateral Pool Security Deed and the realisation of the Posted Collateral.

In realising the Posted Collateral, the Liquidation Agent may take such steps as it considers appropriate in order to effect an orderly realisation in a timely fashion (so far as is practicable in the circumstances), and may affect such realisation at any time or from time to time and may do so in one transaction or in multiple transactions. The Liquidation Agent shall not be liable to the Issuer or to the Security Trustee, the ETP Securityholders or any other person merely because a higher price could have been obtained had all or part of the realisation been delayed or taken place at a different time or had the realisation not been effected in stages.

The Liquidation Agent shall be permitted to deduct its remuneration and any Taxes (other than income, corporation or similar Tax in respect of the Liquidation Agent's remuneration), fees, costs, charges and expenses arising from or connected with the realisation of the Posted Collateral and the enforcement of the Security constituted by the Collateral Pool Security Deed from the proceeds of any realisation of the Posted Collateral. The Liquidation Agent will not be liable (x) to account for anything except the actual proceeds of any realisation received by it (after deduction of the amounts (if any) described above) or (y) for any Taxes (other than income, corporation or similar Tax in respect of the Liquidation Agent's remuneration), fees, costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation or from any act or omission in relation to any realisation or otherwise unless such Taxes, fees, costs, charges, losses, damages, liabilities or expenses were caused by its own fraud or wilful default.

Subject as provided above, in carrying out any realisation, the Liquidation Agent will act in good faith and will sell at a price which it reasonably believes to be representative of the price available in the market for the sale of the relevant amount of Posted Collateral being disposed of in the relevant transaction.

Subject as provided above, in carrying out any realisation, the Liquidation Agent may sell to itself, or any Affiliate of it, provided that either (a) the price offered by the Liquidation Agent or such Affiliate is equal to or higher than the price offered in the market for the sale of the relevant amount of Posted Collateral being disposed of in the relevant transaction; or (b) it is not possible to sell the relevant amount of Posted Collateral being disposed of in the relevant transaction.

6.6 Application of proceeds of enforcement of Security

- (A) **Trust Deed:** Pursuant to the terms of the Trust Deed, the Trustee will apply the proceeds derived from the realisation of the assets that are the subject of the security constituted by

the Trust Deed (whether by way of liquidation or enforcement and after taking account of any Taxes incurred, withheld or deducted by or on behalf of the Issuer) as follows:

- (1) first, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by or payable in respect of the ETP Securities to the Trustee or any receiver under or pursuant to the Trust Deed (which 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 or realising all or some of the Security constituted by the Trust Deed and the Trustee's remuneration);
- (2) secondly, in payment of any amounts owing to the ETP Securityholders *pari passu* and rateably; and
- (3) thirdly, in payment of any balance to the Issuer for itself.

(B) **Collateral Pool Security Deed:** Pursuant to the terms of each Collateral Pool Security Deed, the Security Trustee will apply the proceeds derived from the realisation of the assets that are the subject of the Security constituted by such Collateral Pool Security Deed (whether by way of liquidation or enforcement), after taking account of (x) any Taxes incurred, withheld or deducted by or on behalf of the Issuer and (y) any amounts which the Liquidation Agent is permitted to deduct from the proceeds of the realisation of the Posted Collateral in accordance with Condition 6.5(B) properly incurred by the Liquidation Agent prior to the enforcement of the Security by the Security Trustee (which shall have been certified (including the amounts due to the Liquidation Agent) by the Issuer and the Liquidation Agent to the Security Trustee which certificate shall be conclusive and binding)) as follows:

- (1) first, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by or payable in respect of the ETP Securities of any Connected Class to the Security Trustee or any receiver(s) under or pursuant to such Collateral Pool Security Deed in respect of any Connected Class of ETP Securities (which for the purpose of this Condition 6.6(B) and such Collateral Pool Security Deed shall include, without limitation, any Taxes required to be paid by the Security Trustee (other than any income, corporation or similar Tax in respect of the Security Trustee's remuneration), the costs of enforcing or realising all or some of the Security constituted by such Collateral Pool Security Deed and the Security Trustee's remuneration);
- (2) secondly, in payment of any amounts owing to the relevant Swap Provider that is party to such Collateral Pool Security Deed under the relevant Swap Agreement;
- (3) thirdly, after the proceeds derived from the realisation of the Class Secured Property have been applied in full pursuant to the enforcement waterfall under each relevant Trust Deed in respect of each Connected Class, in payment on a Pro Rata Basis of any amounts which remain outstanding to the ETP Securityholders of each Connected Class; and
- (4) fourthly, in payment of any balance to the Issuer for itself.

(C) **Pro Rata Basis:** Each Collateral Pool Security Deed provides that the proportionate entitlement of each ETP Securityholder of each Connected Class to payments from the proceeds of realisation of the assets comprising the relevant Swap Provider Collateral Pool shall be calculated in accordance with the following formula:

Entitlement = Value of Affected ETP Holding / Value of Affected ETP Securities Outstanding,
where:

"**Value of Affected ETP Holding**" means the sum of the amounts resulting from multiplying (i) the number of ETP Securities of a Connected Class held by such ETP Securityholder by (ii) their respective Price per ETP Security (most recently published as at the date of delivery of the Event of Default Redemption Notice or Connected Class Acceleration Notice) (or, in the case of a Multiple Swap Provider Class, the proportion thereof hedged by Swap

Transaction(s) with the relevant Swap Provider) (converted into euro, if necessary, by applying the prevailing spot exchange rate as at the date of calculation);

"Value of Affected ETP Securities Outstanding" means the sum of the amounts resulting from multiplying (i) the number of ETP Securities outstanding of all Connected Classes by (ii) their respective Price per ETP Security (most recently published as at the date of delivery of the Event of Default Redemption Notice or Connected Class Acceleration Notice) (or, in the case of a Multiple Swap Provider Class, the proportion thereof hedged by Swap Transaction(s) with the relevant Swap Provider) (converted into euro, if necessary, by applying the prevailing spot exchange rate as at the date of calculation); and

the term **"Pro Rata Basis"** means, when used in respect of any payment of any amount to two or more persons or of two or more obligations, the allocation of such payment or of such obligations in accordance with the formula set out above.

6.7 **Shortfall after application of proceeds; Limited recourse and non-petition**

In respect of any claim against the Issuer in relation to the ETP Securities, the Programme Parties and the ETP Securityholders shall have recourse only to the Class Secured Property in respect of such ETP Securities and the Collateral Pool Secured Property in respect of such ETP Securities, subject always to the Security, and not to any other assets of the Issuer. If, following realisation in full of the Class Secured Property and the Collateral Pool Secured Property (whether by way of liquidation or enforcement) and application of available cash sums as provided in this Condition 6, the Trust Deed and any Collateral Pool Security Deed, as applicable, any outstanding claim against the Issuer, whether secured or unsecured, remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following the extinguishment of any such claim, none of the Programme Parties, the ETP Securityholders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Issuer in respect of such further sum.

None of the Programme Parties or the ETP Securityholders or any person acting on behalf of any of them may, at any time, bring, institute or join with any other person in bringing, instituting or joining insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Issuer or any of its assets, and none of them shall have any claim arising with respect to the sums, assets and/or property attributable to any other securities issued by the Issuer (save for any further securities which form a single Class or a Connected Class with the ETP Securities).

The provisions of this Condition 6.7 shall survive notwithstanding any redemption of the ETP Securities or the termination or expiration of any Programme Document.

6.8 **Issuer's rights as beneficial owner of Class Secured Property and Collateral Pool Secured Property**

- (A) Notwithstanding Condition 15.1, at any time before the Security constituted by the Trust Deed becomes enforceable, the Issuer may, without the sanction of an Extraordinary Resolution and without the prior written consent of the Trustee:
- (1) take such action in relation to the Class Secured Property relating to the ETP Securities as may be required by the Programme Documents or Collateral Pool Documents; and
 - (2) exercise any rights incidental to the ownership of the assets which are the subject of the Security constituted by the Trust Deed 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 and, if such direction is given, the Issuer shall act only in accordance with such direction.

- (B) Notwithstanding Condition 15.1, at any time before the Security constituted by the Collateral Pool Security Deed becomes enforceable, the Issuer may, without the sanction of a Connected Classes Extraordinary Resolution and without the prior written consent of the Security Trustee:
- (1) take such action in relation to the Collateral Pool Secured Property as may be required by the Programme Documents or Collateral Pool Documents; and
 - (2) subject to the terms of the relevant Swap Agreement and the relevant Collateral Administration Agreement, exercise any rights incidental to the ownership of the Collateral Pool 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 Security Trustee or by a Connected Classes Extraordinary Resolution and, if such direction is given, the Issuer shall act only in accordance with such direction.

7. **Restrictions**

So long as any of the ETP Securities remain outstanding, the Issuer shall not, without the prior written consent of the Trustee, the Manager and (other than in respect of paragraphs (B), (C) and (F)), each Swap Provider:

- (A) 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):
- (1) issue, enter into, amend, redeem, exchange or repurchase and cancel or reissue or resell all or some only of the ETP Securities of any Class under the Programme as may be provided in these Conditions and the Trust Deed and the Programme Documents and in connection therewith enter into or amend any Programme Documents or Collateral Pool Documents accordingly;
 - (2) acquire and own rights, property or other assets which are to comprise Class Secured Property for a Class of ETP Securities issued under the Programme, and any Collateral Pool Secured Property relating to a Swap Agreement entered into by it in relation to the Programme, so as to enable it to discharge its obligations under such Class, and any relevant Programme Document or Collateral Pool Document relating to such Class;
 - (3) perform its respective obligations under any ETP Securities issued under the Programme, and any relevant Programme Document or Collateral Pool 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 ETP Securities or incidental to the issue and constitution of any Class of ETP Securities issued under the Programme;
 - (4) engage in any activity in relation to the Class Secured Property, Collateral Pool Secured Property, the Posted Collateral, any Swap Agreement, any Credit Support Document or any other Programme Document or Collateral Pool Document contemplated or permitted by the Conditions, a Swap Agreement or such Programme Document or Collateral Pool Document relating to any Class of ETP Securities;
 - (5) subject as provided in the relevant Trust Deed, the applicable Collateral Pool Security Deed and in the Conditions relating to any Class of ETP Securities enforce any of its

rights whether under the relevant Trust Deed, the applicable Collateral Pool Security Deed, any other Programme Document, Collateral Pool Document or otherwise under any agreement entered into in relation to any Class of ETP Securities or any Class Secured Property or Collateral Pool Secured Property relating to any such Class;

- (6) issue unsecured debt securities, on the conditions that (i) the proceeds of such debt securities shall be used by the Issuer to disburse loans to the holder(s) of such debt securities; and (ii) the holder of such debt securities shall have no right to enforce the obligations of the Issuer thereunder; and
 - (7) 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);
- (B) cause or permit a Swap Agreement, any Credit Support Document or the terms of the Security granted under the Trust Deed or the applicable Collateral Pool Security Deed and the order of priority specified in the Conditions, the Trust Deed and the applicable Collateral Pool Security Deed, as applicable, to be amended, terminated or discharged (other than as contemplated by the relevant Trust Deed, Collateral Pool Security Deed, Swap Agreement, Credit Support Document and/or the Conditions relating to such Class of ETP Securities);
 - (C) release any party to any Swap Agreement, any Credit Support Document, the relevant Trust Deed, the applicable Collateral Pool Security Deed or any other relevant Programme Document or Collateral Pool Document relating to a Class of ETP Securities from any existing obligations thereunder (other than as contemplated by the relevant Trust Deed, Collateral Pool Security Deed, Swap Agreement, Credit Support Document and/or the Conditions relating to such Class of ETP Securities);
 - (D) have any subsidiaries;
 - (E) sell, transfer or otherwise dispose of any assets that are the subject of the Security constituted by the Trust Deed or each relevant Collateral Pool Security Deed or any other part of the Class Secured Property in respect of any Class of ETP Securities or Collateral Pool Secured Property in respect of a Swap Agreement or any right or interest therein or thereto or create or allow to exist any charge, lien or other encumbrance over such Class Secured Property or Collateral Pool Secured Property (to the extent it relates to the Issuer) except in accordance with the Conditions of the relevant ETP Securities of any such Class, the relevant Swap Agreement and/or any Credit Support Document relating to any such Class, the relevant Agency Agreement, the relevant Trust Deed for any such Class, the applicable Collateral Pool Security Deed and any other Programme Document or Collateral Pool document relating to any such Class as may be applicable;
 - (F) consent to any variation of, or exercise any powers or consent or waiver pursuant to, the terms of any Swap Agreement, any Credit Support Document, the Conditions, the relevant Trust Deed, any Collateral Pool Security Deed or any other Programme Document or Collateral Pool Document relating to any Class of ETP Securities (other than as contemplated or permitted by the Conditions and the relevant Programme Documents or Collateral Pool Documents);
 - (G) 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 relevant Trust Deed, any Collateral Pool Security Deed and the Conditions for any Class of ETP Securities);
 - (H) have any employees;
 - (I) issue any shares (other than such shares in the capital of the Issuer as were issued at the time of its incorporation and which are held by the Share Trustee) or make any distribution to its shareholders;
 - (J) declare any dividends;

- (K) open or have any interest in any account with a bank or financial institution unless such account (i) relates to a Class of ETP Securities, a Collateral Administration Agreement, a Swap Agreement or a Credit Support Document or any Class Secured Property or Collateral Pool Secured Property relating to a Class of ETP Securities or any party thereto and the Issuer's interest in such account is simultaneously charged in favour of the Trustee or the Security Trustee, as the case may be, so as to form part of the relevant Class Secured Property or Collateral Pool Secured Property relating to such Class of ETP 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;
- (L) purchase, own, or otherwise acquire any real property (including office premises or like facilities);
- (M) 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;
- (N) acquire any securities or shareholdings whatsoever from its shareholders or enter into any agreements whereby it would be acquiring the obligations and/or liabilities of its shareholders;
- (O) except as contemplated by any relevant Programme Document, Collateral Pool Document, the Conditions relating to a Class of ETP Securities, and/or the agreements contemplated by paragraph (A)(6) above, advance or lend any of its moneys or assets, including, but not limited to, the rights, property or other assets comprising the Class Secured Property or Collateral Pool Secured Property for any such Class of ETP Securities, to any other entity or person;
- (P) subject as provided in paragraph (A) above, incur any other indebtedness for borrowed moneys, other than (subject to Conditions 6 and 17) issuing further ETP Securities under the Programme (which may or may not form a single Class with the ETP Securities of any Class and may or may not be guaranteed by a third party) and creating or incurring further obligations relating to such ETP Securities, provided that:
 - (1) if such further ETP Securities are not to form a single Class with any other Class of ETP Securities, such further ETP 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 Trust Deed relating to any other Class of ETP Securities and (ii) the Issuer's share capital;
 - (2) such further ETP Securities and obligations are secured pari passu upon the assets which are the subject of the Security constituted by the relevant Trust Deed relating to the Class of ETP Securities with which such ETP Securities are to form a single Class and the assets which are the subject of the Security constituted by any Collateral Pool Security Deed relating to the Classes of ETP Securities with which such ETP Securities are to form a Connected Class (as such assets may be increased in each case in connection with the issue of such further ETP Securities), all in accordance with Condition 17 of the relevant Class of ETP Securities; and
 - (3) in connection with such issue of further ETP Securities, one or more Swap Provider(s) agree(s) to (a) increase the economic exposure under the relevant Swap Transaction(s) relating to the Class of ETP Securities with which such ETP Securities are to form a single Class or a Connected Class by a pro rata amount and/or (b) enter into new Swap Transaction(s) relating to the Class of ETP Securities with which such ETP Securities are to form a single Class or a Connected Class on equivalent terms to the relevant existing Swap Transaction(s),

provided that the Issuer shall not take any action (even where the prior written consent of the Trustee, the Manager and the Swap Provider(s) is obtained) if such action is, in the opinion of the Issuer, inconsistent with the objects of the Issuer as specified in its memorandum and articles of association.

8. **Redemption**

8.1 **Final Redemption**

Unless previously redeemed in whole as provided below, each ETP Security shall become due and payable on its Final Redemption Settlement Date at its Redemption Amount (provided that such amount may be payable in instalments in accordance with Condition 8.10).

8.2 **Optional Redemption**

- (A) An ETP Securityholder which is also an Authorised Participant may (subject as provided herein) on any Valuation Date require the Issuer to redeem all or part of its holding of ETP Securities at the Optional Redemption Amount by submitting to the Issuer a valid Redemption Order specifying either Index Pricing or Agreed Pricing and otherwise in accordance with the relevant Authorised Participant Agreement and the Operating Procedures Agreement or the Revised Operating Procedures Agreement, as applicable.
- (B) An ETP Securityholder which is not also an Authorised Participant may (subject as provided herein) on any Valuation Date require the Issuer to redeem all or any part of its holding of such ETP Securities at the Optional Redemption Amount (which will, in all cases of Optional Redemption by ETP Securityholders who are not Authorised Participants, be calculated on the basis of Index Pricing) by submitting to the Issuer a valid Index Redemption Order only if the Issuer has notified the ETP Securityholders in accordance with Condition 18 in respect of any Valuation Date that redemption requests from ETP Securityholders which are not Authorised Participants will be permitted and no later notice to the contrary has yet been delivered. Any such announcement may be general or subject to conditions, and any such Index Redemption Order which is not in accordance with any such conditions shall not be valid.
- (C) Any ETP Security that is subject to Optional Redemption in accordance with this Condition 8.2 as a result of the delivery of a Redemption Order, shall become due and payable on the relevant Optional Redemption Settlement Date at its Optional Redemption Amount.

8.3 **Index Pricing**

- (A) An Index Redemption Order shall only be valid if:
 - (1) other than in the limited circumstances set out in Condition 8.2(B), it is delivered by an ETP Securityholder that is an Authorised Participant;
 - (2) it specifies the number and Class of any ETP Securities to be redeemed;
 - (3) it is received by the Issuer between 8.00 a.m. (London time) and the Notice Deadline on any Valuation Date;
 - (4) it specifies the Redemption Account into which the Optional Redemption Amount shall be payable in respect of any ETP Security to be redeemed;
 - (5) the number of ETP Securities to be redeemed would not result in any Maximum Daily Termination Limit, or any other applicable limitation on redemption under the Operating Procedures Agreement or the Revised Operating Procedures Agreement, being exceeded (for the purposes of which, Index Redemption Orders shall be dealt with in order of their actual receipt by the Issuer), unless the relevant Swap Provider(s) nonetheless agree to that Maximum Daily Termination Limit, or other applicable limitation, being exceeded (and if no such Swap Provider does so agree, such Index Redemption Order will be valid under this Condition 8.3(A)(5) in respect of the greatest number of ETP Securities that would not result in any Maximum Daily Termination Limit being exceeded);
 - (6) the Index Redemption Order is received or deemed to have been received before the occurrence of a Compulsory Redemption Event;

- (7) on the day it is received (or deemed to have been received by the Issuer) until the Optional Redemption Pricing Date (if different) none of the following events has occurred and is continuing:
- (a) an event in respect of either the Issuer or a Swap Provider (the Affected Party, as defined in the Swap Agreement with such Swap Provider) which is an Event of Default or Potential Event of Default (as defined in such Swap Agreement) or, in relation to any Swap Transaction, relating to any ETP Securities which are the subject of the Index Redemption Order, an event which is, or with the giving of notice or the lapse of time or both would become, a Termination Event (as defined in such Swap Agreement); or
 - (b) such day being a Collateral Administrator Suspension Day in respect of each Swap Provider with whom the Issuer would need to terminate a Swap Transaction in whole or in part in a respect of any ETP Security which is the subject of such Index Redemption Order; or
 - (c) an Adjustment Event in relation to the applicable Index which is the subject of such Index Redemption Order, and as a result the Issuer is unable to effect the Termination of any Swap Transaction in respect of the ETP Securities;
- (8) it is not invalid pursuant to Condition 8.6; or
- (9) unless the Issuer otherwise agrees in its absolute discretion, such Index Redemption Order is submitted by an Authorised Participant on any day and no other Index Redemption Order has been submitted by that Authorised Participant on or in respect of such day in respect of the same Class.
- (B) If the Issuer determines that an Index Redemption Order is invalid in whole or in part, it shall notify the ETP Securityholder of that fact as soon as reasonably practicable and no ETP Securities may be redeemed pursuant to an Index Redemption Order that the Issuer has determined in its absolute discretion is invalid.
- (C) The Issuer shall not be obliged to redeem any ETP Securities pursuant to an Index Redemption Order where the Swap Provider in respect of the Swap Transaction entered into by the Issuer in connection with the ETP Securities or, in the case of a Multiple Swap Provider Class, one or more of the Swap Providers in respect of the Swap Transaction(s) entered into by the Issuer in connection with the ETP Securities, has not confirmed the Termination of the relevant proportion of such Swap Transaction(s) in accordance with the provisions of the Swap Provider Agreement and the Operating Procedures Agreement or the Revised Operating Procedures Agreement, as applicable.
- (D) Where an Index Redemption Order is received by the Issuer on a Valuation Date after the Notice Deadline, such Index Redemption Order should be void unless the Issuer, in its sole and absolute discretion, to treat such Index Redemption Order as if it had been received by it prior to the Notice Deadline.
- (E) Within one Business Day after the Optional Redemption Pricing Date in respect of any Index Redemption Order, the Issuer shall notify the relevant ETP Securityholder of the Optional Redemption Amount payable in respect of ETP Securities which are the subject of that Index Redemption Order, calculated as provided above.
- (F) The Issuer may change or vary the procedures for the submission of Index Redemption Orders on five calendar days prior notice to the ETP Securityholders in accordance with Condition 18 and these Conditions shall be interpreted accordingly.

8.4 **Agreed Pricing**

- (A) A Swap Provider and an Authorised Participant may submit an Agreed Redemption Order to the Issuer (either in one document or in separate documents). An Agreed Redemption Order is conclusive evidence that the Swap Provider and the Authorised Participant have agreed

that the Issuer shall be required to redeem the number and Class (or Classes) of ETP Securities specified in such Agreed Redemption Order and shall be binding on the Issuer.

(B) If a Swap Provider and an Authorised Participant submit an Agreed Redemption Order in separate documents:

- (1) which are inconsistent with one another in relation to any of the items referred to in Conditions 8.5(D)(1) or 8.5(D)(2); or
- (2) one of which is invalid under Condition 8.4(D),

those documents shall not constitute a valid Agreed Redemption Order and the Issuer shall disregard the documents and advise the Swap Provider and the Authorised Participant accordingly.

(C) Where an Agreed Redemption Order is submitted by an Authorised Participant and a Swap Provider in separate documents, the Issuer shall be deemed to have received the Agreed Redemption Order at the time that it is deemed to have received the second of the two documents.

(D) An Agreed Redemption Order shall only be valid if:

- (1) it sets out the number and Class of any ETP Securities to be redeemed;
- (2) it sets out an Optional Redemption Settlement Date for such ETP Securities, which shall be not earlier than one London Business Day following the day on which the Agreed Redemption Order is received or deemed received by the Issuer;
- (3) all regulatory approvals required by the Issuer in connection with the proposed redemption of ETP Securities have been received within one London Business Day following the date of receipt of such Agreed Redemption Order by the Issuer; and
- (4) on the date it is received or deemed to be received by the Issuer none of the following events has occurred and is continuing:
 - (a) an event in respect of either the Issuer or the relevant Swap Provider (the Affected Party as defined in the Swap Agreement with such Swap Provider) which is an Event of Default or Potential Event of Default (as defined in such Swap Agreement) or, in relation to any Swap Transaction entered into by the Issuer in connection with any ETP Securities which are the subject of the Agreed Redemption Order, an event which is, or with the giving of notice or the lapse of time or both would become, a Termination Event (as defined in such Swap Agreement); or
 - (b) such day being a Collateral Administrator Suspension Day in respect of each Swap Provider with whom the Issuer would need to terminate a Swap Transaction in respect of any ETP Security which is the subject of such Agreed Redemption Order.

8.5 Settlement of Optional Redemptions

The Issuer may at its discretion elect to satisfy requests for the Optional Redemption of ETP Securities by transfer of the appropriate number of ETP Securities to one or more Authorised Participants from ETP Securityholders requesting redemption, and for that purpose the Issuer may authorise any person on behalf of the ETP Securityholder to execute one or more instruments of transfer in respect of the relevant number of ETP Securities provided that the amount payable to the ETP Securityholder shall nonetheless be an amount equal to the relevant Optional Redemption Amount and the relevant Optional Redemption Settlement Date shall be the date of such transfer.

8.6 Suspension of Optional Redemptions

- (A) If on any Valuation Date (a "Threshold Event Date") the Price per ETP Security falls to less than 500 per cent. of the Principal Amount of the ETP Securities:
- (1) the Issuer shall give notice convening a meeting of ETP Securityholders 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 the ETP Securities to an amount which is not less than 2 per cent. of the Price per ETP Security as at the time of suspension of redemptions, in which event the suspension will cease only if such Extraordinary Resolution is passed; and
 - (2) the Issuer may at any time after the Threshold Event Date, for so long as the Price per ETP Security continues to be less than 500 per cent. of the Principal Amount of the ETP Securities, suspend the right to request redemption of ETP Securities on the basis of Index Pricing pursuant to Condition 8.2.
- (B) If a Swap Provider Event of Default has occurred and is continuing under a Swap Transaction entered into by the Issuer in connection with the ETP Securities, the Issuer may at any time and from time to time while such Swap Provider Event of Default is continuing suspend the right to request redemption of the ETP Securities on the basis of Index Pricing or Agreed Pricing pursuant to Condition 8.2.

In each case, subject as provided in this Condition 8.6, the Issuer may at its discretion terminate any such suspension at any time.

The following provisions shall apply where Optional Redemptions have been suspended:

- (i) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the Programme Parties and, only where ETP Securityholders other than Authorised Participants are entitled to require Optional Redemption of ETP Securities pursuant to Condition 8.2(D), the ETP Securityholders in accordance with Condition 18, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;
- (ii) any such suspension may continue for a period of up to 60 calendar days, and may continue thereafter at the discretion of the Issuer (1) in the case of a suspension pursuant to Condition 8.6(A)(2), if the Extraordinary Resolution referred to in Condition 8.6(A)(1) above has not been passed; or (2) in the case of a suspension pursuant to Condition 8.6(B), for so long as the Swap Provider Event of Default is continuing; and
- (iii) any suspension shall not affect any Optional Redemption pursuant to an Index Redemption Order, the Optional Redemption Pricing Date for which had passed before the suspension commenced, but any Redemption Order in respect of ETP Securities submitted or deemed to be received on a Valuation Date when the right to request redemption of the ETP Securities pursuant to Condition 8.2 is suspended pursuant to this Condition 8.6 shall be invalid.

8.7 Issuer Call Redemption Event

The Issuer may, on giving an irrevocable notice to the relevant Swap Provider(s) and the ETP Securityholders in accordance with Condition 18, elect to redeem all or some only of the ETP Securities and designate a Compulsory Redemption Date for such purposes, provided that the date designated as the Compulsory Redemption Date shall not be earlier than the fifth calendar day following the date of the relevant notice (such notice an "**Issuer Call Redemption Notice**"). In the event that only some of the outstanding ETP Securities are called for redemption pursuant to an Issuer Call Redemption Notice, a pro rata portion of each ETP Securityholder's ETP Securities shall be subject to such redemption.

For the purposes of Condition 8.8, a Compulsory Redemption Event in the form of an "**Issuer Call Redemption Event**" will occur on the Compulsory Redemption Date designated in the Issuer Call

Redemption Notice (or if such day is not a Valuation Date on the first following Valuation Date). The Issuer shall give a copy of the Issuer Call Redemption Notice to each of the Programme Parties on the same date as such notice is given to the relevant Swap Provider(s) and the ETP Securityholders.

8.8 Compulsory Redemption Events

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

- (A) *Index Adjustment/Disruption Redemption Event*: a Swap Transaction entered into by the Issuer in connection with the ETP Securities terminates in whole following the occurrence of a Market Disruption Event, a Severe Disruption Event, an Index Component Disruption Event (in the case of Commodity Securities only), an Index Modification, an Index Cancellation, an Index Disruption, a Change in Law, a Hedging Disruption, an Increased Cost of Hedging or a Severe Disruption Event (each, to the extent applicable, as defined in the Applicable Product Annex). For the purposes of Condition 8.8, a Compulsory Redemption Date will occur on the date of termination of such Swap Transaction;
- (B) *Threshold Redemption Event*: if on any Valuation Date falling on or after the 60th calendar day following a Threshold Event Date, the Price per ETP Security is less than 200 per cent. of the Principal Amount of such ETP Securities, the Issuer shall designate a Compulsory Redemption Date in respect of the ETP Securities;
- (C) *Termination of appointment of Agent or Authorised Participants*: any of the Determination Agent, the Issuing and Paying Agent, the Registrar, the Collateral Administrator and/or all of the Authorised Participants in relation to the ETP 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 or Collateral Pool Document, and the Issuer gives notice (an "**Agent Redemption Event Notice**") to the Programme Parties and the ETP Securityholders in accordance with Condition 18. For the purposes of Condition 8.8, a Compulsory Redemption Date will occur on the fifth London Business Day after the date of the Agent Redemption Event Notice;
- (D) *Publication failure*: if the Price per ETP Security in respect of the ETP Securities has not been published by or on behalf of the Issuer for 14 consecutive Non-Disrupted Valuation Dates (a "**Publication Failure Event**") and the Trustee is notified in writing of such Publication Failure Event and directed in writing by holders of at least one-fifth in number of the ETP Securities then outstanding (a "**Securityholder Notice and Direction**") to give a notice under this Condition 8.8(D) to the Issuer, the Trustee will, provided that the Trustee has been pre-funded and/or secured and/or indemnified to its satisfaction, give such notice (a "**Publication Event Redemption Notice**") to the Issuer, copied to each of the Programme Parties. Any such notice and direction given to the Trustee pursuant to this Condition 8.8(D) by ETP Securityholders must be substantially in the form set out in the Agency Agreement which is available from the Issuing and Paying Agent, any Paying Agent and/or the Trustee. For the purposes of Condition 8.8, a Compulsory Redemption Date will occur on the fifth London Business Day following the date of the Publication Event Redemption Notice. The Trustee shall not be responsible for or liable to the Issuer, any ETP Securityholder or any Programme Party for investigating, verifying, determining or monitoring whether a Publication Failure Event has occurred or exists and, unless and until the Trustee receives a Securityholder Notice and Direction, the Trustee shall be entitled to assume that no such event has occurred;
- (E) *Change in Law or Regulation Redemption Event*: 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), the Issuer may give the Programme Parties and the ETP Securityholders in accordance with Condition 18 notice that the ETP Securities are to be redeemed and designate a Compulsory Redemption Date for such purposes, provided that the date designated as the Compulsory Redemption Date shall not be earlier than the

fifth London Business Day following the date of the relevant notice (such notice an "**Issuer Redemption Notice**"), because:

- (1) it has (or reasonably expects that it will) become illegal for the Issuer to (x) hold, acquire or dispose of all of the types of Eligible Collateral, and/or (y) perform its obligations under the ETP Securities and/or any relevant Swap Agreement; or
 - (2) the Issuer would (or would expect to) incur a materially increased cost in performing its obligations under the ETP Securities and/or any relevant Swap Agreement (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);
- (F) *Swap Termination Event*: an Early Termination Date (as defined in the relevant Swap Agreement) occurs or is designated by either the Issuer or the relevant Swap Provider on which a Swap Transaction relating to the ETP Securities is to terminate in whole prior to its scheduled date of termination, and (where applicable) such Swap Transaction is not replaced in accordance with Condition 9.4(A), in circumstances which do not constitute an Event of Default pursuant to Condition 13 and other than as a consequence of the early redemption of the ETP Securities. For the purposes of Condition 8.8, a Compulsory Redemption Date will occur on the Early Termination Date of the relevant Swap Transaction; and
- (G) *Issuer Call Redemption Event*: an Issuer Call Redemption Event occurs pursuant to Condition 8.7.

Notwithstanding anything to the contrary in the Conditions or any Programme Document or Collateral Pool Document, if at any time following the occurrence of a Compulsory Redemption Event (the "**Initial Early Redemption Event**") an event or circumstance which would otherwise constitute or give rise to a Compulsory Redemption Event occurs (the "**Secondary Early Redemption Event**") in respect of which the Compulsory Redemption Date relating thereto occurs (or would occur) prior to the date that would have been the Compulsory Redemption Date in respect of the Initial Early Redemption Event, the Secondary Early Redemption Event shall prevail and all references to the "**Compulsory Redemption Event**" in the Conditions, the Programme Documents and the Collateral Pool Documents shall be construed accordingly.

8.9 **Compulsory Redemption Amount**

If any of the Compulsory Redemption Events listed in Condition 8.8 occur each ETP Security shall become due and payable on the related Compulsory Redemption Settlement Date at its Compulsory Redemption Amount (provided that such amount may be payable in instalments in accordance with Condition 8.10).

The Issuer shall give notice to the ETP Securityholders of the Compulsory Redemption Date, and the Compulsory Redemption Settlement Date of the ETP Securities as soon as reasonably practicable in accordance with Condition 18.

8.10 **Payment of Redemption Amount or Compulsory Redemption Amount in instalments**

The Redemption Amount payable in respect of an ETP Security pursuant to Condition 8.1, or the Compulsory Redemption Amount payable in respect of an ETP Security pursuant to Condition 8.9, may be payable in instalments over a period of successive Currency Business Days commencing on and including the applicable Redemption Settlement Date, each such daily instalment being an amount equal to the Daily Instalment Amount (or, in the case of a Multiple Swap Provider Class, the sum of the Daily Instalment Amounts in respect of each Swap Provider).

"**Daily Instalment Amount**" means, in respect of an ETP Security and a Swap Provider on any day, an amount equal to such ETP Security's pro rata share of the Maximum Daily Termination Payment (if applicable) for that Swap Provider (calculated on the basis of the ratio of (i) the portion of the Redemption Amount or Compulsory Redemption Amount, as the case may be, payable in respect of such ETP Security (converted into euros if necessary) to be funded from payments under Swap Transactions with that Swap Provider; to (ii) the aggregate of the portions of the Redemption Amounts

or Compulsory Redemption Amounts (in each case, converted into euros if necessary), as the case may be, payable in respect of the ETP Securities of all Connected Classes to be funded from payments under Swap Transactions with that Swap Provider (in each case to the extent not previously paid as at such day)).

9. **Swap Agreements, Swap Transactions and Credit Support Documents**

9.1 **Swap Agreements and Swap Transactions**

In connection with the issue of the ETP Securities, the Issuer shall on the Class Issue Date enter into one or more Swap Transactions under a Swap Agreement with one or more Swap Providers pursuant to which the Swap Provider(s) will make certain payments in connection with the amounts payable by the Issuer under the ETP Securities. Pursuant to the Credit Support Document entered into between the Issuer and each Swap Provider, such Swap Provider shall be required to transfer Posted Collateral to the Issuer in respect of the Issuer's total economic exposure to it under all Swap Transactions entered into under the Swap Agreement between them. In connection with the issue of any additional Tranche of ETP Securities issued after the Class Issue Date, the economic exposure under each relevant Swap Transaction will be increased, or new Swap Transaction(s) shall be entered into, in aggregate, in proportion to the increase in the number of outstanding ETP Securities and also any change in the Price per ETP Security.

9.2 **Transfer of Swap Agreement**

At any time prior to the occurrence of a Swap Provider Event of Default or a Swap Provider Termination Event in respect of a Swap Provider, such Swap Provider may novate, assign or otherwise transfer the Swap Agreement (including the Credit Support Document) entered into with that Swap Provider, or one or more of the Swap Transactions thereunder, to one or more Eligible Swap Providers (the "**Swap Transferee(s)**"), provided that:

- (A) the Swap Provider and the Swap Transferee(s) enter into arrangements satisfactory to the Issuer in accordance with the Swap Agreement and the Credit Support Document and any other arrangements required by the Issuer (including, without limitation, the provision of such legal opinion as the Issuer may require);
- (B) each Swap Transferee posts Eligible Collateral with the Issuer in the amount required by the Credit Support Document between the Issuer and such Swap Transferee;
- (C) following such transfer the Swap Agreement(s) and the Credit Support Document(s) with the Swap Transferee(s) are subject to the Security on the same terms mutatis mutandis as the Swap Agreement and the Credit Support Document with the relevant Swap Provider prior to such transfer and shall form part of the Collateral Pool Secured Property; and
- (D) not less than 10 calendar days' prior notice of any such transfer is given to ETP Securityholders in accordance with Condition 18.

To the extent that it relates to the Swap Agreement and/or the Credit Support Document with the Swap Provider, the Security shall be released in connection with any such transfer.

9.3 **Term of the Swap Transaction**

As at the Class Issue Date, each Swap Transaction entered into by the Issuer in relation to that Class shall have a scheduled term which may be shorter than the term of the ETP Securities of such Class (the "**Initial Swap Term**"). No later than the day that falls one year prior to the last day of the Initial Swap Term or Extended Swap Term (as defined below) the Swap Provider will elect (i) to extend the term of the Swap Transaction for a period of its choosing but being a period of not less than one calendar year and not more than the period remaining to the Final Redemption Date (such period, the "**Extended Swap Term**") or (ii) for the Swap Transaction to terminate at the end of the Initial Swap Term or Extended Swap Term, as applicable. If the Swap Provider does not elect to terminate the Swap Transaction, it will be deemed to have elected to extend the term of the Swap Transaction for a period of one year. Each Swap Provider will have the right to terminate a Swap Transaction upon not less than one year's written notice to the Issuer.

9.4 Replacement of Swap Transactions

- (A) If, pursuant to the terms of any Swap Agreement relating to the ETP Securities, (i) a Swap Transaction Early Termination Event or (ii) a Scheduled Swap Termination Event occurs in respect of any one or more Swap Transaction(s) (in part or in whole but other than in connection with a redemption of the ETP Securities pursuant to Condition 8.2, Condition 8.7, Condition 8.8 or Condition 13 or save where the Conditions provide otherwise) (each such Swap Transaction or part thereof, as applicable, a "**Terminated Transaction**"), the Issuer shall be required to use reasonable endeavours to enter into one or more replacement Swap Transactions in respect of the ETP Securities (any such transaction, a "**Replacement Transaction**") with one or more Eligible Swap Providers (i) in the case of a Scheduled Swap Termination Event, prior to the scheduled termination date of the relevant Swap Transaction; and (ii) in the case of a Swap Transaction Early Termination Event, on or prior to the 30th calendar day following the occurrence of such Swap Transaction Early Termination Event (such date, the "**Swap Replacement Period End Date**"), and the Replacement Transactions shall only be effective if (i) the economic terms of the Replacement Transaction(s) are in aggregate materially the same as the economic terms of the Terminated Transaction(s), (ii) the Posted Collateral in respect of the Replacement Transaction(s) is of the same type of Eligible Collateral as comprised in the Posted Collateral in respect of the Terminated Transaction(s), (iii) following such replacement the Swap Agreement(s) and/or Credit Support Document(s), as applicable, that have been entered into with the replacement Swap Provider(s) are subject to the Security on the same terms mutatis mutandis as prior to such replacement and shall form part of the Collateral Pool Secured Property under the Collateral Pool Security Deed between the Issuer and the relevant Swap Provider which has entered into a Replacement Transaction with the Issuer, and (iv) the Issuer pays in full all early termination amounts that are payable by it under any Terminated Transactions on the early termination date thereof, which shall be on or before the effective date of any Replacement Transactions.
- (B) If the Issuer has been unable to enter into one or more Replacement Transactions to replace the Terminated Transactions in full on or prior to the applicable Swap Replacement Period End Date in accordance with the requirements of Condition 9.4(A) above, then in the case of a Multiple Swap Provider Class of ETP Securities, the Issuer shall be entitled to exercise its option under Condition 17.2 to divide the ETP Securities into separate Classes. If, on or before the Swap Replacement Period End Date a Terminated Transaction has not been replaced and, if applicable, after the exercise of the Issuer's option under Condition 17.2, it remains the case that a Swap Transaction in respect of the ETP Securities is a Terminated Transaction, then the Issuer shall give notice as soon as reasonably practicable to the Trustee, the other Programme Parties and the ETP Securityholders of the termination and non-replacement of such Terminated Transaction (such notice, a "**Swap Transaction Termination Notice**").

For the purposes of Condition 13.1, a "**Swap Provider Default Redemption Event**" will occur on the date of any Swap Transaction Termination Notice delivered in connection with an Event of Default (as defined in the relevant Swap Agreement) in respect of which the relevant Swap Provider is the Defaulting Party (as defined in the relevant Swap Agreement).

- (C) For the purposes of this Condition 9.4:
- (1) a "**Swap Transaction Early Termination Event**" will occur if the Issuer is entitled to designate an Early Termination Date (as defined in the relevant Swap Agreement) in respect of one or more relevant Swap Transactions as a result of the occurrence of an Event of Default or a Termination Event (each as defined in the relevant Swap Agreement) having occurred under such Swap Agreement where the sole Defaulting Party or the sole Affected Party (each as defined in the relevant Swap Agreement) as applicable is the relevant Swap Provider; and
- (2) a "**Scheduled Swap Termination Event**" will occur if a Swap Transaction related to the ETP Securities terminates in accordance with its terms (either because such Swap Transaction has reached its scheduled termination date and the relevant Swap Provider has elected not to extend such term, or such Swap Provider has exercised

any right to terminate such Swap Transaction in accordance with the terms thereof) before the Final Redemption Date of the ETP Securities.

9.5 **Substitution of Posted Collateral**

The terms of each Swap Agreement provide that any Eligible Collateral held in the relevant Swap Provider Collateral Pool may be replaced by other Eligible Collateral of equivalent value on a daily basis at the direction of the relevant Swap Provider.

10. **Disrupted Days, adjustments and postponement**

10.1 **Disruption Events and Determination of Index Level**

If the Swap Calculation Agent determines pursuant to the Swap Agreement(s) that a Valuation Date is a Disrupted Day, then:

- (A) the calculation and publication of the Price per ETP Security in respect of such Valuation Date will be postponed to the next following Valuation Date that is not a Disrupted Day;
- (B) the Issuer shall use reasonable efforts, to the extent that all required information is available to it, to publish an indicative price in respect of each ETP Security on the Issuer's Website, solely for information purposes; and
- (C) if each of the eight following Valuation Dates (or, in the case of a Severe Disruption Event, three following Valuation Dates) is a Disrupted Day, the Price per ETP Security in respect of such Valuation Date will be calculated by the Determination Agent using the Index Price calculated in respect of such Valuation Date by the Swap Calculation Agent under the relevant Swap Agreement, notwithstanding that an official closing level for the Index may be published by the Index Sponsor for such Valuation Date.

10.2 **Postponement of Settlement of Subscriptions and Optional Redemptions**

- (A) If a Subscription Order or an Index Redemption Order (which is determined to be valid in accordance with the terms of the Operating Manual) is received by the Issuer on a Valuation Date which is a Disrupted Day, then such Subscription Order or Index Redemption Order shall be deemed to have been received by the Issuer on the day on which the Price per ETP Security is deemed to be determined in respect of that Valuation Date in accordance with the Applicable Product Annex. No additional amount shall be payable to any Authorised Participant (or any ETP Securityholder acquiring ETP Securities from, or selling ETP Securities to, an Authorised Participant) in connection with the postponement of Subscription Settlement Date or Optional Redemption Settlement Date, as applicable.
- (B) A Subscription Order delivered by an Authorised Participant which has been deferred in accordance with Condition 10.2(A) may be withdrawn by that Authorised Participant in accordance with the terms of the Operating Manual. An Index Redemption Order delivered by an Authorised Participant which has been deferred in accordance with Condition 10.2(A) may, if so agreed by that Authorised Participant and each applicable Swap Provider, be replaced by an Agreed Redemption Order on equivalent terms.

10.3 **Adjustments**

- (A) If the Swap Calculation Agent determines that an Index Cancellation, Index Modification or Index Disruption (each as defined in the Applicable Product Annex, and any such event, an "**Adjustment Event**") has occurred, the Issuer will, as soon as reasonably practicable, determine in good faith and in a commercially reasonable manner (i) whether in its opinion it is appropriate to make one or more adjustments to the terms of the Conditions of the ETP Securities to account for the economic effect on the Swap Transaction and the ETP Securities of the relevant Adjustment Event and (ii) the nature and effective date of such adjustment(s), and shall notify the Programme Parties and, in accordance with Condition 18, the ETP Securityholders of the occurrence of such Adjustment Event and the details of such adjustments to the Conditions and any related adjustments to the terms of the Swap

Transaction(s) (including the designation of a Successor Index, if applicable) as soon as reasonably practicable upon making such determinations.

- (B) With effect from the effective date of any such adjustment, the Issuer and the Programme Parties shall take into account the relevant adjustment(s) so notified to it when making any determination and/or calculation it is required to make under the Conditions and the terms of the relevant Programme Documents, as appropriate, and the Conditions of the ETP Securities and the terms of the Programme Documents shall be construed accordingly. Neither the consent of the Trustee nor the consent of the ETP Securityholders will be required for any such adjustment to the Conditions of the ETP Securities, provided that no such adjustment or amendment may be made which would, in the Trustee's opinion, impose more onerous obligations on the Trustee without its consent.

11. **Payments, calculations, Agents and records**

11.1 **Payments net of Taxes**

All payments in respect of the ETP Securities shall be made net of and after allowance for any withholding or deduction for, or on account of, any Taxes. In the event that any withholding or deduction for, or on account of, any Tax applies to payments in respect of the ETP Securities, the ETP Securityholders will be subject to, and shall not be entitled to receive amounts to compensate for, any such Tax or deduction or any other amounts withheld or deducted pursuant to Condition 11.3. No Event of Default shall occur as a result of any such withholding or deduction.

11.2 **Payments**

- (A) Payments of Principal in respect of Definitive Securities will, subject to Conditions 11.2(C) and 11.3, be made against presentation and surrender of the relevant ETP Securities at the specified office of any Paying Agent outside the United States, by a cheque payable in the relevant currency drawn on, or, at the option of the holder, 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 TARGET2 System.
- (B) For as long as the ETP Securities are represented by a Global Security deposited with a Relevant Clearing System and held by the Relevant Clearing System or a common depository, common safekeeper or nominee, as applicable, on behalf of the Relevant Clearing System, the obligations of the Issuer under the Conditions to make payments in respect of the ETP 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 ETP 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 ETP 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 ETP Securities are represented by a Global Security, if any amount payable in respect of such ETP 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:
- (1) 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 ETP Securities in the manner provided above when due;
 - (2) 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

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

11.3 **Payments subject to fiscal laws**

All payments in respect of the ETP 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 11.1 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 11.1). No commission or expenses shall be charged to the ETP Securityholders in respect of such payments.

11.4 **Calculations**

- (A) The Determination Agent will, as soon as reasonably practicable on such date and/or at such time as the Determination Agent is required in accordance with the Determination Agency 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 Determination Agent of any amount, price, rate or value required to be calculated by the 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 ETP Securityholders and the Programme Parties.

11.5 **Calculation by Trustee**

If at any time after the Security has become enforceable pursuant to Condition 6.3 and the Determination Agent does not make any calculation relating to the Price per ETP Security, Redemption Amount, Optional Redemption Amount or Compulsory Redemption Amount when required pursuant to the Conditions and the Programme Documents, then the Trustee may appoint an agent on its behalf to make any calculation in place of the Determination Agent provided that the Trustee shall have been pre-funded and/or secured and/or indemnified to its satisfaction. Any such calculation made on behalf of the Trustee shall for the purposes of the Conditions and the Programme Documents be deemed to have been made by the 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. In the absence of fraud, negligence and wilful default, the Trustee directly or its agent shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, the ETP Securityholders or any Programme Party for any calculation (or any delay in making any calculation) so made.

11.6 **Determination Agent**

- (A) Subject as provided in the Conditions and the Determination Agency Agreement, the Issuer shall use all reasonable efforts to procure that there shall at all times be a Determination Agent for so long as any of the ETP Securities are outstanding. If the 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 Determination Agent under the Relevant Provisions or a leading bank or investment banking firm (acting through its principal London office or any other office actively involved in such market) engaged in the interbank market (or, if appropriate, money, swap, commodity or over-the-counter commodity futures and options or index options market) that the Issuer reasonably determines is capable of making the calculation(s) required to be made by the Determination Agent under the Relevant Provisions to act as such in its place.
- (B) The Determination Agent shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any ETP 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 Determination Agent of its obligations under the Determination Agency Agreement, the Conditions and the other Relevant Provisions provided that nothing shall relieve the Determination Agent from any Loss arising by reason of acts or omissions constituting bad faith, fraud or gross negligence of the Determination Agent (any such act or omission, a "**Determination Agent Breach**").

- (1) If the Determination Agent would, but for the operation of this Condition 11.6(B)(1), be held liable for any Loss arising as the result of a Determination Agent Breach, the Determination Agent shall nevertheless incur no liability to the Issuer, any ETP Securityholder, any other Programme Party or any other person if such 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 Collateral Pool 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 Determination Agent under the Conditions or any relevant Programme Document or Collateral Pool Document.
 - (2) If the Determination Agent would, but for the operation of this Condition 11.6(B)(2), be held liable for any Loss arising as the result of a Determination Agent Breach, the Determination Agent shall nevertheless incur no liability to the Issuer, any ETP Securityholder, any other Programme Party or any other person if such Determination Agent Breach results solely and directly from the reliance by the Determination Agent upon a rate, amount, quotation, value or other calculation or determination notified to the Determination Agent pursuant to the Conditions and/or any relevant Programme Document or Collateral Pool Document which is made by another Programme Party in accordance with the Conditions and the terms of any relevant Programme Document or Collateral Pool Document.
- (C) The Determination Agent has no obligation towards or relationship of agency or trust with any ETP Securityholder.
- (D) The Determination Agent has no duties or responsibilities except those expressly set forth in the Conditions, the Determination Agency Agreement and the other Relevant Provisions and no implied or inferred duties or obligations of any kind will be read into the Determination Agency Agreement against or on the part of the Determination Agent. The 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 or Collateral Pool Document unless otherwise agreed pursuant to the Relevant Provisions.

11.7 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 ETP 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 relevant Agency Agreement, the Determination Agency Agreement and/or a Collateral Administration Agreement, as applicable, to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, the Collateral Administrator or the Determination Agent and to appoint additional or other Paying Agents, Registrars, Transfer Agents, Collateral Administrators or 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 or Collateral Pool Documents, the Issuer shall use reasonable endeavours to at all times maintain (i) an Issuing and Paying Agent and a Registrar, (ii) a Determination Agent, (iii) a Collateral Administrator; and (iv) such other agents as may be required by any stock exchange on which the ETP Securities may be listed, in each case, as approved by the Trustee. Notice of any change of Agent or any change to the specified office of an Agent shall promptly be given to the ETP Securityholders by the Issuer in accordance with Condition 18.

Pursuant to the terms of the Trust Deed, at any time after an Event of Default or a Potential Event of Default has occurred in relation to the ETP Securities, the Trustee may (i) by notice in writing to the

Issuer, the Issuing and Paying Agent and any other Paying Agents, the Registrar, any Transfer Agents and/or the 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 ETP Securities mutatis mutandis on the terms of the Agency Agreement or Determination Agency 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 ETP 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 6.6) to discharge such liability); or (b) deliver the ETP Securities and all moneys, documents and records held by them in respect of the ETP 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 ETP Securities to or to the order of the Trustee and not to the Issuing and Paying Agent and/or the Registrar (as the case may be) with effect from the receipt of any such notice by the Issuer; and from then until such notice is withdrawn, proviso (1) of Condition 6.1(A) shall cease to have effect.

Pursuant to the terms of each Collateral Pool Security Deed, at any time after the Security constituted by such Collateral Pool Security Deed has become enforceable, the Security Trustee may by notice in writing to the Issuer and any Liquidation Agent, require the Liquidation Agent, until notified by the Security Trustee to the contrary, so far as permitted by applicable law to (a) act as agent of the Security Trustee under the applicable Collateral Pool Security Deed, mutatis mutandis on the terms of the agreement pursuant to which the Liquidation Agent is appointed, as applicable (with consequential amendments as necessary) and except that the Security Trustee's liability for the indemnification, remuneration and all other expenses of such agents will be limited to the amounts for the time being held by the Security Trustee in respect of the applicable Collateral Pool Security Deed and which are available (after application in accordance with the relevant order of priority set out in Condition 6.6) to discharge such liability); or (b) deliver assets forming part of, or documents evidencing or representing, the Collateral Pool Secured Property, to the Security Trustee or as the Security Trustee directs in such notice.

11.8 Business day convention and non-Payment Business Days

- (A) If any date for payment in respect of any ETP 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.

11.9 Records

For so long as the ETP Securities are represented by a Global Security in NGN form, the records of the Relevant Clearing Systems (which expression in this Condition 11.9 means the records that each Relevant Clearing System holds for its customers which reflect the amount of such customers' interests in the ETP Securities) shall be conclusive evidence of the number of the ETP 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 ETP Securities represented by the Global Security at any time shall be conclusive evidence of the records of the Relevant Clearing System at that time.

11.10 Negotiability of Global Bearer Security

If the ETP 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 upon redemption or

otherwise payable 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. Prescription

Claims against the Issuer for payment under the Conditions in respect of the ETP Securities shall be prescribed and become void unless made within 10 years from the date on which the payment of Principal in respect of the ETP 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 ETP Securityholders that, upon further presentation of the Security 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 ETP 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.

13. Events of Default

- 13.1 If any of the following events (each, an "**Event of Default**") occurs, the Trustee at its discretion may, or will (i) in the case of an Event of Default under Condition 13.1(H), or (ii) in the case of any other Event of Default, if so directed in writing by holders of at least one-fifth in number of the ETP Securities then outstanding or if so directed by an Extraordinary Resolution (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 the ETP Securities are, and they shall immediately become, due and payable at their Redemption Amount:

- (A) the Issuer defaults in the payment of any sum due in respect of the ETP Securities or any of them for a period of 14 calendar days or more;
- (B) the Issuer does not perform or comply with any one or more of its obligations (other than a payment obligation) under the ETP Securities, the Trust Deed, any other Programme Document or the Collateral Pool Security Deed, 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);
- (C) any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer, save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution;
- (D) an examiner is appointed in respect of the Issuer;
- (E) a Swap Transaction entered into by the Issuer in connection with such ETP Securities terminates following the occurrence of an Event of Default (as defined in the relevant Swap Agreement) with respect to the Issuer as Defaulting Party (as defined in the relevant Swap Agreement);
- (F) a Swap Provider Default Redemption Event occurs in accordance with Condition 9.4(B);
- (G) either (i) an ISDA Credit Derivatives Determinations Committee announces that it has resolved that a Bankruptcy Credit Event (as defined in the 2003 ISDA Credit Derivatives

Definitions) has occurred with respect to the Collateral Administrator or (ii) the Collateral Administrator becomes subject to Bankruptcy (as defined in the ISDA 2002 Master Agreement) proceedings; or

- (H) the Issuer fails to pay any termination payment due and payable by it to a Swap Provider in the event of the replacement of one or more Terminated Transactions pursuant to Condition 9.4.

The Issuer will, as soon as reasonably practicable after receipt of any Event of Default Redemption Notice, give notice thereof to the ETP Securityholders in accordance with Condition 18 and to the Authorised Participant(s).

The Issuer has undertaken in the Trust Deed that, on each anniversary of the issue date of the first Class of ETP Securities issued under the Programme and also within 14 calendar 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 Event of Default, or event or circumstance that could with the giving of notice, lapse of time and/or issue of a certificate become an Event of Default, has occurred.

- 13.2 The Trustee will (provided that 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 "**Connected Class Acceleration Notice**") that the ETP Securities are, and they shall immediately become, due and payable at their Redemption Amount if any Connected Class is declared due and payable prior to its scheduled date of redemption as a result of an event of default pursuant to the terms and conditions thereof. The Issuer will, as soon as reasonably practicable after receipt of any Connected Class Acceleration Notice, give notice thereof to the ETP Securityholders in accordance with Condition 18 and to the Authorised Participant(s).

14. **Enforcement**

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 holders of the ETP Securities against the Issuer whether the same arise under general law, the Trust Deed or the ETP Securities, any other Programme Document 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 ETP Securities then outstanding and it shall have been secured and/or pre-funded and/or indemnified to its satisfaction.

Pursuant to each Collateral Pool Security Deed, only the Security Trustee may, at its discretion, and shall, if so directed in writing by the relevant Swap Provider or by the holders of at least one fifth in Principal Amount of the ETP Securities of the Connected Classes taken together or by a Connected Classes Extraordinary Resolution, subject to its having been pre-funded and/or secured and/or indemnified to its satisfaction by the ETP Securityholders of the Connected Classes (or, failing which, the relevant Swap Provider provided that, for the avoidance of doubt, the relevant Swap Provider shall have no obligation whatsoever to provide any such pre-funding, security or indemnity therefor), enforce the Security constituted by such Collateral Pool Security Deed.

None of the holders of the ETP Securities shall be entitled to proceed directly against the Issuer unless the Security Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so within a reasonable time and such failure is continuing.

None of the Collateral Pool Secured Creditors shall be entitled to proceed directly against the Issuer unless the Security Trustee, having become bound to proceed in accordance with the terms of the applicable Collateral Pool Security Deed, fails or neglects to do so within a reasonable time and such failure is continuing.

The ETP Securityholders acknowledge and agree that only the Trustee or the Security Trustee, as applicable, may enforce the Security over the Class Secured Property and the Collateral Pool Secured Property in accordance with, and subject to the terms of, the Trust Deed and each relevant Collateral Pool Security Deed.

The Trustee and the Security Trustee shall not be required to take any action in relation to the Security constituted by the Trust Deed and any Collateral Pool Security Deed which may (i) be illegal or contrary to any applicable law or regulation or (ii) 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.

15. **Meetings of ETP Securityholders, modification, waiver, substitution and restrictions**

15.1 **Meetings of ETP Securityholders**

The Trust Deed contains provisions for convening meetings of the ETP Securityholders to consider any matter affecting their interests, including modification by Extraordinary Resolution of the ETP Securities (including these Conditions or the provisions of the Trust Deed insofar as the same may apply to such ETP Securities).

The quorum at any such meeting for passing an Extraordinary Resolution will be two or more ETP Securityholders or agents present in person holding or representing in the aggregate more than 50 per cent. of the number of the ETP Securities for the time being outstanding or, at any adjourned such meeting, two or more ETP Securityholders or agents present in person being or representing ETP Securityholders, whatever the number of the ETP Securities so held or represented, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the ETP Securityholders, whether present or not, except that any Extraordinary Resolution proposed, inter alia, (i) to amend the dates of maturity or redemption of the ETP Securities (ii) to reduce or cancel the principal amount payable on redemption of, the ETP Securities, (iii) to change any method of calculating the Redemption Amount, the Optional Redemption Amount or the Compulsory Redemption Amount, (iv) to change the currency or currencies of payment or Denomination of the ETP Securities, (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 ETP Securityholders 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 Collateral Pool Security Deed will only be binding if passed at a meeting of the ETP Securityholders, the quorum at which shall be two or more ETP Securityholders or agents present in person holding or representing in the aggregate not less than 75 per cent. of the number of ETP Securities for the time being outstanding, or at any adjourned meeting, two or more ETP Securityholders or agents present in person being or representing in the aggregate not less than 10 per cent. of the number of the ETP Securities so held or represented (provided that at an adjourned meeting convened for the purpose of reducing the Principal Amount of the ETP Securities following a Threshold Event Date, the quorum shall be two or more ETP Securityholders or agents whatever the number of ETP Securities so held or represented). The Holder of a Bearer Security or Registered Security in global form representing all of the ETP Securities 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 ETP Securities for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of ETP Securityholders.

If a meeting relates to a Collateral Pool Document, references to a meeting of ETP Securityholders shall be to a meeting of ETP Securityholders of the relevant Connected Classes and such Connected Classes shall be deemed for the purposes of such meeting only to be a single class of ETP Securities and include, unless the context otherwise requires, any adjournment of such meeting and references to a number of ETP Securities of a particular Class shall be deemed to be references to the aggregate Principal Amount of ETP Securities of the Connected Classes.

15.2 **Modification of the relevant Programme Documents and Collateral Pool Documents**

- (A) (1) Subject to Condition 15.3(F), the Trustee may agree, without the consent of the ETP Securityholders, to (i) any modification to these Conditions, the Trust Deed and/or any other Programme Document to which the Trustee is a party which is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error, and (ii) 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 the ETP Securityholders. Any such modification, authorisation or waiver will be binding on the ETP Securityholders and, if the Trustee so requires, such modification will be notified by the Issuer to the ETP Securityholders in accordance with Condition 18 as soon as reasonably practicable.

- (2) The Issuer may agree, without of the consent of the Trustee or the ETP Securityholders, to any modification to these Conditions, the Trust Deed and/or any other Programme Document (whether or not the Trustee is a party thereto) which is not specifically stated therein to require the consent of the Trustee or the ETP Securityholders, including any modification which is made:
 - (1) in connection with the accession of a new Swap Provider or Authorised Participant to the Programme;
 - (2) in order to effect the transfer of any Swap Agreement, any Credit Support Document or any or any part of any Swap Transaction (or any position constituting any or any part of such Swap Transaction) to any Swap Transferee or to make amendments consequent upon such transfer; or
 - (3) to effect any adjustment to the Conditions of the ETP Securities and/or the terms of the Swap Transactions pursuant to Condition 10.3 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 change to the Price per ETP Security in respect of the ETP Securities; and
 - (b) the adjustments do not take effect until at least three calendar days have elapsed after they are announced to the ETP Securityholders in accordance with Condition 18; or
 - (4) in order to amend the definition of "Eligible Credit Support" in a Credit Support Document.
- (B)
 - (1) Pursuant to the terms of each Collateral Pool Security Deed, the Security Trustee may agree, without the consent of the ETP Securityholders of the Connected Classes but only with the prior written consent of the relevant Swap Provider, to (i) any modification to a Collateral Pool Document to which the Security Trustee is a party which is, in the opinion of the Security Trustee, of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification, and any waiver or authorisation of any breach or proposed breach of any of the provisions of the relevant Collateral Pool Document to which the Security Trustee is a party that is in the opinion of the Security Trustee not materially prejudicial to the interests of the ETP Securityholders of the Connected Classes. Any such modification, authorisation or waiver shall be binding on the ETP Securityholders of the Connected Classes and, if the Security Trustee so requires, such modification shall be notified by the Issuer to the ETP Securityholders of the Connected Classes in accordance with Condition 18 as soon as reasonably practicable.
 - (2) The Issuer may agree, without the consent of the Security Trustee or the ETP Securityholders, to any modification to the Conditions, any Collateral Pool Security Deed and/or any other Collateral Pool Document (whether or not the Security Trustee is a party thereto) which is specifically stated therein not to require the consent of the Security Trustee or the ETP Securityholders, including any modification which is made:
 - (1) in connection with the accession of a new Swap Provider or Authorised Participant to the Programme;

- (2) in order to effect the transfer of any Swap Agreement, any Credit Support Document or any part of any Swap Transaction (or any position constituting any part of such Swap Transaction) to any Swap Transferee or to make amendments consequent upon such transfer; or
- (3) to effect any adjustment to the Conditions of the ETP Securities and/or the terms of the Swap Transactions pursuant to Condition 10.3 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 change to the Price per ETP Security in respect of the ETP Securities; and
 - (b) the adjustments do not take effect until at least three calendar days have elapsed after they are announced to the ETP Securityholders in accordance with Condition 18; or
- (4) in order to amend the definition of "Eligible Credit Support" in a Credit Support Document.

15.3 Substitution

The Trustee may, without the consent of the ETP Securityholders, but subject to the prior consent of each Authorised Participant and each Swap Provider, agree 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 or Collateral Pool Documents to which it is a party and the ETP Securities of each Class, of any other company (incorporated in any jurisdiction) (any such substitute company being the "**Substituted Obligor**"):

- (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 Collateral Pool Security Deed and the ETP 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 Collateral Pool Security Deed and the ETP Securities as the principal debtor in place of the Issuer;
- (B) the Substituted Obligor assumes all rights, obligations and liabilities in relation to the Class Secured Property and the Collateral Pool Secured Property, acknowledges the Security created in respect thereof pursuant to the Trust Deed and any Collateral Pool Security Deed and takes all such action as the Trustee may require so that the Security and the Collateral Pool Secured Property constitutes a valid charge, pledge or other security interest over the Class Secured Property as was originally created by the Issuer for the obligations of the Substituted Obligor;
- (C) if any director of the Substituted Obligor certifies that it will be solvent immediately after such substitution, 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 ETP Securities of each Class and any Programme Document and Collateral Pool 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 each Swap Provider and any other 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 ETP Securityholders as the Trustee may direct;

- (F) in connection with any proposed substitution of the Issuer, the Trustee may, without the consent of the holders of the ETP Securities, agree to a change of the law from time to time governing such ETP Securities and/or the Supplemental Trust Deed and/or the Trust Deed and/or any Collateral Pool Security Deed, provided that such change of law, in the opinion of the Trustee, would not be materially prejudicial to the interests of such ETP Securityholders;
- (G) the Issuer and the Substituted Obligor comply with such other requirements as the Trustee may direct in the interests of the ETP Securityholders; and
- (H) a legal opinion satisfactory to the Trustee is provided concerning any proposed substitution.

An agreement by the Trustee pursuant to this Condition 15.3 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 ETP Securities and the other relevant Programme Documents and Collateral Pool Documents. The Substituted Obligor shall give notice of the substitution to the ETP Securityholders within 14 calendar days of the execution of such documents and compliance with such requirements.

On completion of the formalities set out in this Condition 15.3 and the Trust Deed, the Substituted Obligor shall be deemed to be named in these Conditions, the Trust Deed, the other Programme Documents and Collateral Pool Documents and the ETP 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 Collateral Pool Documents and the ETP Securities shall be deemed to be amended as necessary to give effect to the substitution.

15.4 **Entitlement of the Trustee and Security 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 ETP Securityholders as a class and will not have regard to the consequences of such exercise for individual ETP Securityholders and the Trustee will not be entitled to require, nor shall any ETP Securityholder be entitled to claim, from the Issuer any indemnification or payment in respect of any Tax consequence of any such exercise upon individual ETP Securityholders.

In accordance with the terms of each Collateral Pool Security Deed, in connection with the exercise of any of its functions under the relevant Programme Documents and the Collateral Pool Documents to which the Security Trustee is a party, the Security Trustee shall have regard to the interests of the ETP Securityholders of the Connected Classes as a whole and shall not have regard to the consequences of such exercise for individual ETP Securityholders of any individual Connected Class and the Security Trustee shall not be entitled to require, nor shall any ETP Securityholder be entitled to claim, from the Issuer any indemnification or payment in respect of any Tax consequence of any such exercise upon individual ETP Securityholders of any individual Connected Class.

So long as the ETP 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 ETP 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.

15.5 **Prohibition on U.S. persons**

ETP Securities may not be legally or beneficially owned by any U.S. person at any time nor offered, sold or delivered within the United States or to U.S. persons. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of ETP Securities who contravenes such prohibition to void the transfer of such ETP Securities to such legal or beneficial owner or to redeem any such ETP Securities held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the Issuer selling such ETP Securities on behalf of such legal or beneficial owner at the lesser of the purchase price therefor or the Price per ETP Security prevailing at the time such transfer is voided. Terms used in this Condition 15.5 have the meanings given to them by Regulation S under the Securities Act.

15.6 **ERISA prohibition**

ETP Securities may not be legally or beneficially owned by any entity that is, or that is using the assets of, (a)(i) an "**Employee Benefit Plan**" (as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to the fiduciary responsibility requirements of Title I of ERISA, (ii) any plan to which Section 4975 of the United States Internal Revenue Code of 1986, as amended (the "**Code**") applies (a "**Plan**") or (iii) an entity whose constituent assets include "**Plan Assets**" (as determined pursuant to the "Plan Assets Regulation" issued by the United States Department of Labor at 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA) by reason of any such Employee Benefit Plan's or Plan's investment in the entity or (b) a non-U.S. plan, governmental plan, church plan or other plan that is subject to any federal, state, local, non-U.S. or other law or regulation that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (a "**Similar Law**") unless its acquisition and holding and disposition of such Security, or any interest therein, has not and will not constitute a violation of such Similar Law. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of ETP Securities who contravenes such prohibition to void the transfer of such ETP Securities to such legal or beneficial owner or to redeem any such ETP Securities held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the issuer selling such ETP Securities on behalf of such legal or beneficial owner at the lesser of the purchase price therefor or the Price per ETP Security prevailing at the time such transfer is voided. Terms used in this Condition 15.6 have the meanings given to them by the Code.

16. **Replacement of ETP Securities**

If an ETP 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 ETP 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 ETP 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 ETP Security) and otherwise as the Issuer may require. Mutilated or defaced ETP Securities must be surrendered before replacements will be issued.

17. **Issue of further Tranches and Classes of ETP Securities**

17.1 **Further Tranches and Classes**

Subject to Condition 6, the Issuer may, from time to time (without the consent of the Trustee or any ETP Securityholder), in accordance with the Trust Deed, the Conditions and the Authorised Participant Agreement(s), create and issue further securities either having the same terms and conditions as the ETP Securities in all respects and so that such further issue shall be consolidated and form a single Class with the ETP Securities 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 the ETP Securities by delivering a valid Subscription Order subject to and in accordance with the terms of the relevant Authorised Participant Agreement.

The Issuer will only accept a Subscription Order and issue ETP Securities if:

- (A) a Subscription Order is given by an Authorised Participant and determined to be valid by or on behalf of the Issuer;
- (B) the acceptance of such Subscription Offer will not cause any Subscription Limit for the ETP Securities or any Swap Provider to be exceeded;
- (C) either (i) a Swap Provider in respect of the ETP Securities agrees to increase the notional amount under the relevant Swap Transactions by a pro rata amount in connection with the

issue of the number of ETP Securities specified in the relevant Subscription Order or (ii) an alternative Eligible Swap Provider agrees to enter into a new Swap Transaction with the Issuer on equivalent terms to the existing Swap Transaction(s) entered into by the Issuer in connection with that Class having a notional amount such that the aggregate notional amount of all Swap Transactions relating to the ETP Securities shall be increased by a pro rata amount in connection with the issue of the number of ETP Securities specified in the relevant Subscription Order (and, in each case, any applicable Subscription Limit is not exceeded); and

(D) all conditions precedent to an issue of the ETP Securities are satisfied.

The Issuer shall have no obligation to issue further ETP Securities and no obligation to accept any Subscription Orders from (but excluding) the fifth Valuation Date preceding the Final Redemption Date of the ETP Securities.

In accordance with the terms of the Authorised Participant Agreement(s), the Operating Procedures Agreement, the Revised Operating Procedures Agreement and each Swap Agreement, the Issuer will not be obliged to accept any Subscription Order and/or issue ETP Securities if (i) a Subscription Suspension Event has occurred and is continuing, and/or (ii) a Compulsory Redemption Event has occurred and/or a Swap Provider Event of Default has occurred and/or (iii) the Swap Provider does not consent to increase the economic exposure under the Swap Transaction by a pro rata amount. If an Issuer Call Redemption Notice is delivered the last day on which the Issuer is required to accept a valid Subscription Order shall be the fifth London Business Day preceding the related Compulsory Redemption Date designated in such notice. If an Issuer Redemption Notice is delivered by the Issuer the last day on which the Issuer is required to accept a valid Subscription Order shall be the fifth London Business Day preceding the related Compulsory Redemption Valuation Date designated in such notice. If the Swap Provider elects for the Swap Transaction to terminate on the last day of its scheduled term and such date falls before the Final Redemption Date of the ETP Securities the last day on which the Issuer is required to accept a valid Subscription Order shall be the fifth London Business Day preceding the scheduled termination date of the Swap Transaction. If a Swap Transaction Early Termination Event is designated or occurs under the Swap Agreement, the last day on which the Issuer is required to accept a valid Subscription Order shall be the date of the notice designating such event. If a Compulsory Redemption Event occurs, the last day on which the Issuer is required to accept a valid Subscription Order shall be the date of the notice designating such event.

The Issuer may suspend the issuance of further ETP Securities at any time. If a Subscription Suspension Event occurs, the Issuer shall not be obliged to accept any Subscription Orders for the ETP Securities with effect from the date of suspension specified in the relevant notice to the 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 the ETP Securities. The effective date of any such suspension will be specified in the related notice and will be a day not earlier than the Valuation Date following the date of such notice. The Issuer shall give notice to ETP Securityholders in accordance with Condition 18 of any such suspension as soon as reasonably practicable after giving any notice of suspension of subscriptions.

In relation to any Subscription Order 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 or Default, each such Subscription Order shall automatically be cancelled with effect from the date of the occurrence of such Event of Default.

In relation to any Subscription Order which is valid but in respect of which the ETP Securities are pending issue and settlement to the relevant Authorised Participant as at the Compulsory Redemption Date, the Final Redemption Date or the date of delivery of an Event of Default Redemption Notice or a Connected Class Acceleration 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 Order shall automatically be cancelled with effect from such Compulsory Redemption Date, Final Redemption Date or date of delivery of an Event of Default Redemption Notice or a Connected Class Acceleration 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 paid in full the related Subscription Amount a Compulsory Redemption

Event occurs, the Final Redemption Date occurs or an Event of Default Redemption Notice or a Connected Class Acceleration Notice is delivered, the ETP 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, Final Redemption Date or date of delivery of an Event of Default Redemption Notice or a Connected Class Acceleration Notice (as applicable). ETP 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 ETP Securities and which are expressed to be constituted by the Trust Deed and secured by the Trust Deed will, upon the issue thereof by the Issuer, be constituted by the Trust Deed and secured by the Trust Deed 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 or the Programme Maximum Number of ETP Securities and shall be secured by the Class Secured Property (as increased and/or supplemented in connection with such issue of such new securities) and references in these Conditions to "**Class Secured Creditors**", "**Class Secured Property**", "**Class Secured Obligations**" and "**ETP Securities**" shall be construed accordingly.

17.2 Consolidation and division of Tranches and Classes

- (A) The Issuer may consolidate or divide all of the ETP Securities into ETP Securities of the same Class but with a proportionately larger or smaller Principal Amount and Price per ETP Security. Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Deed.

Whenever as a result of consolidation of ETP Securities an ETP Securityholder would become entitled to a fraction of an ETP Security the Issuer will redeem such fractional ETP Security.

- (B) The Issuer may at any time (without the consent of the ETP Securityholders) determine to divide a Multiple Swap Provider Class of ETP Securities (the "**Existing Class**") by allocating one or more Swap Provider Collateral Pools to a new Class of ETP Securities (the "**New Class**"), and if it determines to do so, the following shall apply:
- (1) prior to or on such division becoming effective, the Issuer shall create new ETP Securities of the New Class referable to the same Index and otherwise on the same terms as the Existing Class save that the Swap Provider Collateral Pools and Swap Transactions on which such New Class and such Existing Class shall thereafter be secured shall be as notified by the Issuer to the relevant ETP Securityholders in accordance with Condition 18;
 - (2) the ETP Securities of the New Class shall be constituted by an instrument or deed on the same terms, mutatis mutandis, as the Trust Deed in respect of the Existing Class and on terms that the ETP Securityholders of the New Class shall have recourse only to the Swap Provider Collateral Pool attributable to such New Class;
 - (3) the Issuer shall issue ETP Securities of such New Class to the ETP Securityholders of the Existing Class outstanding immediately prior to such division becoming effective on the basis of one ETP Security of the New Class for each ETP Security of the Existing Class then outstanding;
 - (4) the Principal Amount of the ETP Securities of the Existing Class and the Price per ETP Security of the Existing Class on such division shall be the Division Fraction of the Principal Amount and the Price per ETP Security, respectively, in respect of the day on which such division becomes effective immediately prior to the division becoming effective; and
 - (5) the Principal Amount of the ETP Securities of the New Class and the Price per ETP Security of the New Class on such division shall be the difference between the Principal Amount and Price per ETP Security of the Existing Class in respect of the

day on which such division becomes effective immediately prior to the division becoming effective, respectively, and the Principal Amount of the ETP Securities and Price per ETP Security of the Existing Class as calculated in accordance with Condition 5.

- (C) For the purposes of this Condition 17.2, the "**Division Fraction**" in relation to an ETP Security of an Existing Class is the aggregate of the number of Index Units (as defined in the terms of such Swap Transaction) of each Swap Transaction with Swap Provider in respect of such Class immediately after such divisions divided by the aggregate number of Index Units of each Swap Transaction with each Swap Provider in respect of such Class immediately before such division.

18. **Notices**

18.1 All notices to holders of ETP Securities shall be valid if:

(A) they are:

- (1) published in a daily newspaper with general circulation (x) in the United Kingdom (which is expected to be in the Financial Times), (y) in Germany (which is expected to be the *Boersen-Zeitung*) and (z) in Italy (which is expected to be the *Milano Finanza*); and/or
- (2) 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; and/or
- (3) published on the Issuer's Website;

(B) for so long as the ETP 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 ETP Securities are in global form, notices required to be given in respect of the ETP Securities represented by a Global Security are given by their being delivered (so long as the Global Security is held on behalf of a 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 holders of the ETP Securities on the Payment Business Day immediately following the day on which the notice was given to the Relevant Clearing System.

18.2 If, in the opinion of the Trustee, any such publications above are not practicable, notice shall be validly given if published in another leading daily newspaper with general circulation in the relevant country.

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.

19. **Relevant Clearing System**

None of the Issuer, the Trustee, the Agents or any Swap Provider 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.

20. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the ETP 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.

21. **Governing law and jurisdiction**

21.1 **Governing law**

The Trust Deed, each relevant Collateral Pool Security Deed and the ETP 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.

21.2 **Jurisdiction**

The courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any ETP Securities and, accordingly, any legal action or proceedings arising out of or in connection with any ETP 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 ETP 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).

22. **Service of process**

The Issuer has by executing the Supplemental Trust Deed irrevocably appointed WisdomTree Europe Ltd of St. Clements House, 27 Clements Lane, London EC4N 7AP 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 reasonably acceptable to the Trustee and to deliver to it a copy of the substitute process agent's written acceptance of that appointment, within 14 calendar days.

ANNEX A: EQUITY SECURITIES ANNEX

1. Definitions

For the purposes of this Annex A, as it applies to a Class of ETP Securities that are Equity Securities, a Swap Transaction and an Index, the following terms have the meanings given to them below:

Additional Disruption Event	A Change in Law, a Hedging Disruption or an Increased Cost of Hedging.
Benchmark Index Closing Level	In respect of a Valuation Date, the level of the Benchmark Index at the Valuation Time on such Valuation Date.
Benchmark Index Restrike Level	The minimum (if the Product Leverage Factor is positive) or maximum (if the Product Leverage Factor is negative) level of the Benchmark Index published by the Index Sponsor or quoted on the Exchange during the Restrike Period, as calculated by the Swap Calculation Agent.
Cancellation Amount	In respect of any termination of a Swap Transaction in whole or in part, an amount payable by the Swap Provider to the Issuer which will be calculated by the Swap Provider in accordance with the formula used to calculate the Price per ETP Security of the relevant Class, where possible, and shall take into account any hedging costs incurred by the Swap Provider. If the Swap Provider, acting in a commercially reasonable manner, determines that it is not possible to determine the Cancellation Amount in accordance with the formula used to calculate the foregoing formulation, it shall determine the Cancellation Amount to be an amount equal to (i) the notional amount of the Swap Transaction (or, in the case of a partial termination, the terminated part thereof) plus any gains (expressed as a positive number) or losses (expressed as a negative number) of the Swap Provider that are or would be realised under then prevailing circumstances in replacing, or in providing for the Swap Provider the economic equivalent of the material terms of the terminated part of such Swap Transaction.
Change in Law	On or after the first Subscription Trade Date in respect of the relevant Class of Equity Securities (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, in respect of tax, solvency or capital requirements), 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 or financial authority), or the combined effect thereof if occurring more than once, the Swap Calculation Agent determines in its sole and absolute discretion that (X) it has become illegal for the relevant Swap Provider or any of its Affiliates to hold, acquire or dispose of Hedge Positions relating to such Swap Transaction or (Y) the Issuer or the Swap Provider or any of their respective Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Swap Transaction or in holding, acquiring or disposing of any Hedge Position.

Component Security	Each component security of the Index.
Currency Business Day	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 Relevant Currency or, in the case of euros, a city in which banks in general have access to the TARGET2 System.
Disrupted Day	
<i>In respect of any Index for which Multiple Exchange is not applicable</i>	Any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event or a Severe Disruption Event has occurred.
<i>In respect of any Index for which Multiple Exchange is applicable</i>	Any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event or a Severe Disruption Event has occurred.
Early Closure	
<i>In respect of any Index for which Multiple Exchange is not applicable</i>	The closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.
<i>In respect of any Index for which Multiple Exchange is applicable</i>	The closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.
Exchange	The exchange specified in the Final Terms.
Exchange Business Day	
<i>In respect of any Index for which Multiple Exchange is not applicable</i>	Any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

In respect of any Index for which Multiple Exchange is applicable Any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

Exchange Disruption

In respect of any Index for which Multiple Exchange is not applicable Any event (other than Early Closure) that disrupts or impairs (as determined by the Swap Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index).

In respect of any Index for which Multiple Exchange is applicable Any event (other than Early Closure) that disrupts or impairs (as determined by the Swap Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

Hedging Adjustments

If specified to be applicable in the Final Terms, any costs, expenses, fees or losses (howsoever described) incurred by the Swap Provider, determined on a per Index Unit basis by the Swap Calculation Agent, in acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any transaction or asset(s) it deems necessary to hedge the performance of its obligations under the Swap Transaction in connection with a Restrike Day or in realising, recovering or remitting the proceeds of any such transaction or asset(s).

Hedging Disruption

The Swap Provider or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets (including, without limitation, stock loans and other transactions that can be used to create a long or short exposure to the Index) that it deems necessary to hedge, in a commercially reasonable manner, the equity price risk of entering into and performing its obligations with respect to the Swap Transaction (any such transactions or assets, a "**Hedging Party Hedge**") or (B) realise, recover or remit the proceeds of a Hedging Party Hedge.

Hedge Positions

Any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Swap Transaction.

Increased Cost of Hedging

The Swap Provider would incur a materially increased (as compared with circumstances existing on the Subscription Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the relevant Swap Transaction,

or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Swap Provider shall not be deemed an Increased Cost of Hedging.

Index Adjustment Event

An Index Modification, an Index Cancellation or an Index Disruption

Index Cancellation

In respect of an Index, the Index Sponsor in respect of that Index permanently cancels such Index and no Successor Index is designated in accordance with paragraph 5 (Consequences of an Index Cancellation) of this Annex A.

Index Component Disruption Event

The occurrence or existence of any of the following in respect of any of the futures contracts, shares, indices or sub-indices used to calculate the Index Price (each, an "**Index Component**") shall, at the discretion of the Swap Calculation Agent, constitute an "**Index Component Disruption Event**":

- (a) (i) the failure of the Exchange, the Related Exchange or any other relevant Exchange (the "Exchanges") to announce or publish the price (or the information necessary for calculating the price) of any Index Component used to calculate the Index Price; or (ii) the temporary or permanent discontinuance or unavailability of the Exchanges;
- (b) the termination, material suspension or material disruption in trading, of any Index Component;
- (c) the price of the Index Component has increased or decreased from the previous day's published closing price by an amount equal to the maximum amount permitted under the applicable exchange rules for such Index Component; or
- (d) any Exchanges on which an Index Component is traded are not scheduled to open for trading for their respective regular trading sessions.

For these purposes, a suspension in trading of an Index Component shall be deemed to be material only if (I) all trading in the relevant Index Component is suspended for that entire Valuation Date; or (II) all trading in the relevant Index Component is suspended subsequent to the opening of trading on the Valuation Date, trading does not recommence prior to the regularly scheduled close of trading in such Index Component on such Valuation Date, and such suspension is announced less than one hour preceding its commencement.

A disruption of trading in the relevant Index Component on any Valuation Date shall be deemed to be material only if the relevant exchange or trading facility for transactions relating to the Index Component establishes limits on the range within which the price of the relevant Index Component may fluctuate and the closing price of the

relevant Index Component on such day is at the upper or lower limit of that range.

An Index Component Disruption Event shall occur on any Valuation Date (an "**Index Component Disrupted Day**") only if so determined by the Swap Calculation Agent, acting in good faith and in a commercially reasonable manner, with such determination to be notified to the Issuer (with a copy to the Determination Agent) in writing by 8:00 a.m. (London time) (using commercially reasonable efforts) on the Scheduled Trading Day immediately following such Index Component Disrupted Day but in any event by no later than 12:00 noon on such day.

Index Disruption	In respect of an Index on any Valuation Date, the Index Sponsor fails to calculate and announce such Index.
Index Modification	In respect of an Index, 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 stock and capitalisation and other routine events).
Index Price	On each Valuation Date, the level of the Index at the Valuation Time on such Valuation Date (subject to the provisions of paragraphs 3 to 7 below).
Index Sponsor	The corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Valuation Date.
Index Unit	In respect of an Index, one unit of such Index. On any day, the aggregate number of Index Units in respect of each Swap Transaction entered into by the Issuer in relation to the ETP Securities is expected to be equal to (i) the number of ETP Securities hedged by such Swap Transaction then outstanding plus (ii) the number of ETP Securities to be hedged under such Swap Transaction specified in all valid Subscription Orders less the number of ETP Securities to be hedged under such Swap Transaction specified in all valid Redemption Orders, provided that such Subscription Orders or Redemption Orders have not (a) been withdrawn or cancelled as provided in the Operating Manual, (b) settled or (c) been subject to postponement under the terms of such Swap Transaction
Index Unit Value	On any day, the value of an Index Unit, which shall be an amount equal to the Price of an ETP Security on such calendar day.
Market Disruption Event	
<i>In respect of any Index for which Multiple Exchange is not applicable</i>	In respect of an Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption which in either case the Swap Calculation Agent determines is

material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in the Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

In respect of any Index for which Multiple Exchange is applicable Either:

- (i) (a) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption, which the Swap Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption, which the Swap Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
 - (3) an Early Closure; and
- (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Swap Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of an Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that

	Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".
Multiple Exchange	The Final Terms shall specify whether or not "Multiple Exchange" is applicable.
Product Leverage Factor	As specified in the Final Terms.
Reference Benchmark	Any non-leveraged equity index, equity futures or exchange traded products which, in the determination of the Swap Calculation Agent, has exhibited over the two year period preceding the day on which the Severe Disruption Event occurred, a high correlation to the Benchmark Index and presents similar characteristics to the Benchmark Index as determined on the basis of terms including, but not limited to strategy, geographical, economic sectors and volatility.
Related Exchange	The exchange specified in the Final Terms.
Restrike Index Level	The minimum (if the Product Leverage Factor is positive) or maximum (if the Product Leverage Factor is negative) level of the Index during the Restrike Period, as calculated by the Swap Calculation Agent (or, in the absence of published levels of the Index, such maximum or minimum level, as the case may be, as the Swap Calculation Agent shall determine in a commercially reasonable manner).
Restrike Period	The period starting on, and including, the minute when the Restrike Event is triggered and ending 15 minutes later, as determined by the Swap Calculation Agent.
Restrike Threshold	As specified in the Final Terms.
Scheduled Closing Time	In respect of an Exchange or Related Exchange and a Valuation Date, the scheduled weekday closing time of such Exchange or Related Exchange on such Valuation Date, without regard to after hours or any other trading outside of the regular trading session hours.
Scheduled Trading Day	
<i>In respect of any Index for which Multiple Exchange is not applicable</i>	Any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.
<i>In respect of any Index for which Multiple Exchange is applicable</i>	Any day on which (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.
Settlement Currency	The currency of denomination of the ETP Securities.
Severe Disruption Event	A Severe Intraday Market Disruption Event or a Severe Overnight Gap Event.
Severe Disruption Event Threshold	As specified in the Final Terms.

Severe Intraday Market Disruption Event	On any Scheduled Trading Day, (i) the occurrence or existence of a Market Disruption Event and (ii) a determination by the Swap Calculation Agent that the level of any Reference Benchmark on such Scheduled Trading Day has fallen (if the Product Leverage Factor is positive) or risen (if the Product Leverage Factor is negative) by more than the Severe Disruption Event Threshold from the level of such Reference Benchmark at the official closing time of the Index on the Scheduled Trading Day immediately prior to the Scheduled Trading Day on which the relevant Market Disruption Event occurred and while it is still occurring.
Severe Overnight Gap Event	On any day, a determination by the Swap Calculation Agent that the level of a Reference Benchmark has fallen (if the Product Leverage Factor is positive) or risen (if the Product Leverage Factor is negative) by more than the Severe Overnight Gap Event Threshold at any time between the official closing time of the Index on the Scheduled Trading Day immediately prior to such day and the time at which the first official publication of the level of the Index takes place on the next following Scheduled Trading Day.
Severe Overnight Gap Event Threshold	As specified in the Final Terms.
Successor Index	In respect of a Swap Transaction, the index designated as a "Successor Index" pursuant to paragraph 4 (Consequences of an Index Modification), paragraph 5 (Consequences of an Index Cancellation) or paragraph 6 (Consequences of an Index Disruption) below.
Successor Index Determination Period	<p>The period from and including the announcement (in the case of an Index Modification or an Index Cancellation) or the occurrence (following an Index Disruption) of the Index Adjustment Event to the date that falls:</p> <ul style="list-style-type: none"> <li data-bbox="719 1339 1434 1496">(i) in the case of an "Index Modification" or "Index Cancellation", the number of days in the Redemption Unwind Period before the date that such Index Adjustment Event is due to become effective; and <li data-bbox="719 1529 1434 1585">(ii) in the case of an "Index Disruption", five Business Days thereafter.
Trading Disruption	
<i>In respect of any Index for which Multiple Exchange is not applicable</i>	Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to securities that comprise 20 per cent. or more of the level of the relevant Index), or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange.
<i>In respect of any Index for which Multiple Exchange is applicable</i>	Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on

Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

Valuation Date Each Scheduled Trading Day, subject to paragraphs 3 to 7 below.

Valuation Time

In respect of any Index for which Multiple Exchange is not applicable The Scheduled Closing Time on the Exchange on the relevant Valuation Date.

In respect of any Index for which Multiple Exchange is applicable (i) For the purposes of determining whether a Market Disruption Event has occurred (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official Index Price is calculated and published by the Index Sponsor.

2. **Pricing of Equity Securities**

2.1 **Calculation and publication of Price per ETP Security**

The Determination Agent shall calculate the price per ETP Security (the "**Price per ETP Security**") in respect of each Valuation Date, upon which the Issuer shall publish such Price per ETP Security in respect of such Valuation Date during the term of the ETP Securities up to (and including) the earliest to occur of the Compulsory Redemption Date, the Optional Redemption Date (in respect of all the outstanding ETP Securities) and the Final Redemption Date in accordance with paragraphs 2.2 and 2.3 and shall notify its calculation of the Price per ETP Security in respect of a Valuation Date to the Issuer, the Authorised Participant(s), the Swap Provider(s) and the Issuing and Paying Agent by no later than 2.00p.m. (London time) on the immediately following Valuation Date, upon which the Issuer shall publish such Price per ETP Security in respect of such Valuation Date by no later than 4:00p.m. (London time) on such immediately following Valuation Date.

2.2 **Price per ETP Security in respect of a Valuation Date**

Subject to paragraph 2.3, the Price per ETP Security on a Valuation Date shall be an amount per ETP Security in the Relevant Currency (calculated to 7 decimal places with 0.00000005 rounded upwards, and subject to a floor of zero) calculated by the Determination Agent as follows:

- (i) if such day is an Index Component Disrupted Day or the Valuation Date immediately following an Index Component Disrupted Day, in accordance with the "Index Component Disruption Events and Consequences thereof" provisions below;
- (ii) if such day is a Restrike Day, in accordance with the "Restrike Events" provisions below;
- (iii) otherwise, by using the following formula:

$$P_t = P_{t-1} \times [1 + R_t] \times [1 - CA_t]$$

where:

" P_t " is the Price per ETP Security on t and P_0 is the Initial Price.

"**Initial Price**" is the price specified in the Final Terms.

" P_{t-1} " is the Price per ETP Security on $t-1$

" t " is the Valuation Date in respect of which the Price per ETP Security is being calculated.

" $t-1$ " is the Valuation Date preceding t (with " t_0 " being the Class Issue Date).

" CA_t " is the daily fee adjustment applicable on t , as calculated in accordance with the following formula:

$$CA_t = \text{Annual Management Fee Rate}_t \times \frac{D_{t,t-1}}{360} + \text{Daily Swap Rate}_t \times D_{t,t-1}$$

where:

"**Annual Management Fee Rate $_t$** " means the rate specified in the Final Terms, as may be amended by the Issuer from time to time with effect from the fifth calendar day following the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**Daily Swap Rate $_t$** " means the Daily Swap Rate specified in the Final Terms, as may be amended from time to time by agreement between the Issuer and the Swap Provider as provided in the Swap Provider Agreement with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

" $D_{t,t-1}$ " is the number of calendar days from but excluding $t-1$ to and including t .

" R_t ", is calculated in accordance with one of the following formulae, depending on whether the Index is a "Leveraged Index" or "Non-Leveraged Index", as specified in the Final Terms.

(A) Non-Leveraged Index:

$$R_t = LF \times \left[\frac{I_t}{I_{t-1}} - 1 \right] + FBA_t ; \text{ or}$$

(B) Leveraged Index:

$$R_t = \frac{I_t}{I_{t-1}} - 1 + FBA_t ,$$

where, in each case:

" LF " is the applicable Product Leverage Factor, as specified in the Final Terms.

" I_t " is the Index Price in respect of t .

" I_{t-1} " is the Index Price in respect of $t-1$.

" FBA_t " is the daily Funding and Borrowing Adjustments on t , as calculated in accordance with the following formula:

$$FBA_t = IR_t + SPR_t + SBR_t + TTAX_t ; \text{ where:}$$

" IR_t " is an amount calculated in accordance with the following formula:

$$IR_t = -(LF - 1) \times i_{t-1} \times \frac{D_{t,t-1}}{360}$$

"**SPR_t**" is an amount calculated in accordance with the following formula:

$$SPR_t = -(LF - 1) \times spr_{t-1} \times \frac{D_{t,t-1}}{360}$$

"**SBR_t**" is an amount calculated in accordance with the following formula:

$$SBR_t = LF \times sbr_{t-1} \times \frac{D_{t,t-1}}{360}$$

"**TTAX_t**" is calculated in accordance with one of the following formulae, depending on whether the Index is a "Leveraged Index" or "Non-Leveraged", as specified in the Final Terms.

- (A) in respect of Equity Securities referencing a Non-Leveraged Index, TTAX_t shall be calculated in accordance with the following formula:

$$TTAX_t = -LF \times (LF - 1) \times \left| \frac{I_t}{I_{t-1}} - 1 \right| \times ttax_t$$

- (B) in respect of Equity Securities referencing a Leveraged Index, TTAX_t shall be calculated in accordance with the following formula:

$$TTAX_t = -|LF - 1| \times \left| \frac{I_t}{I_{t-1}} - 1 \right| \times ttax_t$$

where:

"**ir_{t-1}**" is the applicable Interest Rate, as specified in the Final Terms and as defined in Annex D, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**spr_{t-1}**" is the applicable Funding Spread, as specified in the Final Terms and as defined in Annex D, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**sbr_{t-1}**" is the applicable Stock Borrow Rate, as specified in the Final Terms and as defined in Annex D, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**ttax_t**" is the applicable Transaction Tax Rate, as specified in the Final Terms, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

- 2.3 In order that the Price per ETP Security and the Index Unit Value in respect of any Valuation Date be equal, the Price per ETP Security shall be subject to the same adjustments and modifications as may be applied to the Index Unit Value pursuant to the terms of the Swap Transaction(s), as summarised in this paragraph 2 and in paragraphs 3 to 12 of this Annex A.

3. **Consequences of Disrupted Days**

3.1 **Consequences of Disrupted Days other than following the occurrence of a Severe Disruption Event**

If any Valuation Date is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following such Valuation Date is a Disrupted Day. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Swap Calculation Agent shall calculate the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on that eighth Scheduled Trading Day) and, in such event:

- (A) such day shall be deemed to be a "**Postponed Valuation Date**";
- (B) so long as the Market Disruption Event which has led to the occurrence of the Disrupted Day is, in the determination of the Swap Calculation Agent, still subsisting, either the Issuer or the Swap Provider may elect to terminate the Swap Transaction on any Scheduled Trading Day following the Postponed Valuation Date provided that one Business Day prior notice has been given to the other party of the proposed date of termination (a "**Transaction Early Termination Notice**", and the day specified in such notice, a "**Transaction Early Termination Date**"), and in the event of such termination a Cancellation Amount will be payable by the Swap Provider to the Issuer;
- (C) if neither the Issuer nor the Swap Provider elects to terminate the Swap Transaction in accordance with paragraph (B) above, the Swap Calculation Agent will, for ten Scheduled Trading Days following the Postponed Valuation Date, calculate a level for the Index which in its determination reflects the Index Price that would have been published by the Index Sponsor accounting for the occurrence of the Market Disruption Event in accordance with paragraph (B) above; and
- (D) if, on the tenth Scheduled Trading Day following the Postponed Valuation Date, the Market Disruption Event is, in the determination of the Swap Calculation Agent, still subsisting, the Swap Transaction shall be automatically terminated in whole and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

3.2 **Consequences of Disrupted Days following the occurrence of a Severe Disruption Event**

If any Valuation Date is a Disrupted Day following the occurrence of a Severe Disruption Event, the Swap Provider may take the action described in paragraph (A) or (B) below:

- (A) postpone the Valuation Date to the first succeeding Scheduled Trading Day that is not a Disrupted Day unless each of the three Scheduled Trading Days immediately such Valuation Date is a Disrupted Day. In that case the Swap Calculation Agent may elect to deem the third Scheduled Trading Day to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and the Swap Calculation Agent shall calculate the level of the Index as of such third Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that third Scheduled Trading Day of each security comprised in the Index (or its good faith estimate of the value of each security if an event giving rise to a Disrupted Day has occurred in respect of the relevant security); or
- (B) on any Currency Business Day from and including the first relevant Disrupted Day in respect of the occurrence of the relevant Severe Disruption Event and provided that such Currency Business Day is also a Disrupted Day, provide a Transaction Early Termination Notice to the

Issuer. If such notice is given the Swap Transaction will be terminated as of the Swap Transaction Early Termination Date specified in the Swap Transaction Early Termination Notice (as defined in paragraph 3.1(B)) above, except that the Swap Transaction Early Termination Date may be the date of the Swap Transaction Early Termination Notice, provided that if no date is specified, the Swap Transaction Early Termination Date shall be the date of the Swap Transaction Early Termination Notice) and the Cancellation Amount will be payable by the Swap Provider to the Issuer on the date.

3.3 If, in the determination of the Swap Calculation Agent, an event occurs which could constitute an Index Component Disruption Event or an Index Disruption or a Market Disruption Event or a Severe Disruption Event, the Swap Calculation Agent will determine in its sole discretion whether to apply the provisions of paragraph 4, paragraph 7 or this paragraph 3 and shall notify the Issuer of its determination as soon as reasonably practicable, but in no event later than 12:00 noon London time on the Valuation Date immediately following the occurrence of such event.

4. **Consequences of an Index Component Disruption Event**

4.1 Upon the occurrence or existence of an Index Component Disruption Event on any Valuation Date, the Determination Agent shall calculate the Price per ETP Security in respect of each relevant Index Component Disrupted Day on which a valid Subscription Order or Redemption Order is received by or on behalf of the Issuer and any Valuation Date immediately following an Index Component Disrupted Day that is not itself an Index Component Disrupted Day (the "**First Index Component Non-Disrupted Day**") as provided in this paragraph 4.

(A) With respect to each Index Component Disrupted Day, the Determination Agent shall calculate and provide to the Issuer an indicative price per ETP Security (the "**Indicative Price per ETP Security**") as the sum of:

- (1) the amount calculated in accordance with the formula used to calculate the Price per ETP Security specified in paragraph 2.2 above, where the meaning of Pt-1 is replaced by "the Indicative Price per ETP Security in respect of t-1" if t-1 was an Index Component Disrupted Day", and
- (2) an "**Index Component Disruption Adjustment**" in respect of such Index Component Disrupted Day, calculated by the Swap Calculation Agent to account for the economic impact on the Swap Transaction of the Index Component Disruption Event.

(B) With respect to the First Index Component Non-Disrupted Day, the Determination Agent will calculate the Price per ETP Security as the sum of:

- (1) the amount calculated in accordance with the formula used to calculate the Price per ETP Security specified in paragraph 2.2 above, where the meaning of Pt-1 is replaced by the Indicative Price per ETP Security in respect of $t-1$; and
- (2) an Index Component Disruption Adjustment, calculated by the Swap Calculation Agent in respect of such First Index Component Non-Disrupted Day.

(C) The Determination Agent shall calculate the Price per ETP Security in respect of any Index Component Disrupted Day on which a valid Subscription Order or Redemption Order is received by or on behalf of the Issuer as the sum of:

- (1) the Indicative Price per ETP Security calculated for that Index Component Disrupted Day; and
- (2) an "**Index Component Disruption Settlement Adjustment**" in respect of that Index Component Disrupted Day, calculated by the Swap Calculation Agent to account for the economic impact of the Index Component Disruption Event on such Subscription Order or Redemption Order.

Such Price per ETP Security shall be calculated once each of the Index Components that were affected by an Index Component Disruption Event on such day has had at least one

Scheduled Trading Day on which it was not affected by an Index Component Disruption Event.

- (D) The Determination Agent's obligation to determine the Price per ETP Security or Indicative Price per ETP Security pursuant to this paragraph 4.1 shall be conditional upon all information required to make such calculation having been provided to the Determination Agent by the Swap Calculation Agent).

5. **Consequences of an Index Modification**

Pursuant to the terms of each Swap Transaction, upon the occurrence of an Index Modification, the Swap Calculation Agent shall determine whether such Index Modification has a material effect on such Swap Transaction and, if so, may either:

- (A) request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate; or
- (B) calculate the Index Unit Value using, in lieu of the published level for that Index, the level for that Index as at that Valuation Date as calculated by the Swap Calculation Agent in accordance with the formula and method for calculating that Index last in effect prior to the change but using only those securities that comprised that Index immediately prior to the Index Modification and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate; or
- (C) if, at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index, or the Swap Calculation Agent has determined that no adjustments can be performed in accordance with paragraph (B) above, then the Swap Transaction will be cancelled on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

6. **Consequences of an Index Cancellation**

- 6.1 Pursuant to the terms of each Swap Transaction, in the event that an Index Cancellation has occurred, the Swap Calculation Agent shall request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate.
- 6.2 If, at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index, then the Swap Transaction shall be automatically terminated in whole on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

7. **Consequences of an Index Disruption**

Pursuant to the terms of each Swap Transaction, upon the occurrence of an Index Disruption, the Swap Calculation Agent shall determine whether such Index Disruption has a material effect on such Swap Transaction and, if so, may either:

- (A) request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate;
- (B) calculate the Index Unit Value using, in lieu of the published level for that Index, the level for that Index as at that Valuation Date as calculated by the Swap Calculation Agent in accordance with the formula and method for calculating that Index last in effect prior to the change but using only those securities that comprised that Index immediately prior to the Index Disruption and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate and, if at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index or the Swap Calculation Agent has determined that no adjustments can be performed in accordance with paragraph (B) above, then the Swap Transaction shall terminate on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer;
- (C) if, at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Parties and the Swap Calculation Agent as to the choice of a successor index or the Swap Calculation Agent has determined that no adjustments can be performed in accordance with paragraph (ii) above, then the transaction will be cancelled on such day and the Cancellation Amount will be paid by the Swap Provider to the Issuer; or
- (D) deem the relevant Valuation Date to be a "Disrupted Day" upon which the provisions of section "Consequences of Disrupted Days" in paragraph 3.1 above shall apply.

If "Multiple Exchange" applies, a failure on any Valuation Date by the Index Sponsor to calculate and announce the Index shall not be treated as an Index Disruption but shall instead constitute a failure by the Index Sponsor to publish the level of the Index for the purposes of the definition of "Disrupted Day" and the provisions on paragraph 3 above shall apply.

8. **Consequences of a Change in Law**

8.1 Pursuant to the terms of each Swap Transaction, upon the occurrence of a Change in Law the effect of which is as defined in sub-paragraph (X) of the definition thereof, the Swap Provider may elect to terminate such Swap Transaction:

- (A) upon providing at least two Valuation Dates notice to the Issuer specifying the date of such termination; or
- (B) if the Swap Provider determines in good faith and a commercially reasonable manner that a shorter notice period is required in order to remedy the effect of the occurrence of a Change in Law, immediately upon provision of notice to the Issuer specifying the date of termination,

and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

8.2 Pursuant to the terms of each Swap Transaction, upon the occurrence of a Change in Law the effect of which is as defined in sub-paragraph (Y) of the definition thereof, the affected party in respect of such Swap Transaction may propose to the other party an amendment to the Daily Swap Rate to reflect the increased cost in performing its obligations under the Swap Transaction resulting from such Change in Law. If the Issuer and the Swap Provider cannot agree to the proposed amendment to the Daily Swap Rate by 5:00p.m. (London time) on the fifth Currency Business Day following the proposal by the Swap Provider, the Swap Transaction shall terminate in whole and the Cancellation Amount will be payable by the Swap Provider to the Issuer. If the Issuer and the Swap Provider agree

to amendment to the Daily Swap Rate prior to 5:00p.m. (London time) on the fifth Currency Business Day following its proposal by the Swap Provider, the Daily Swap Rate shall be reset as of such date with no further formalities required.

9. **Consequences of a Hedging Disruption**

9.1 Pursuant to the terms of each Swap Transaction, upon the occurrence of a Hedging Disruption the Swap Provider may elect, for so long as the Hedging Disruption is continuing, to (i) terminate the whole of such Swap Transaction, or (ii) (with the agreement of the Issuer) to terminate the Swap Transaction in part by reducing its notional amount, in either case upon providing at least two Currency Business Days' notice to the Issuer specifying the date of such termination, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

9.2 In the event that the Issuer does not agree to a partial termination of the Swap Transaction, following the expiration of a one Currency Business Day period following notification of the occurrence of a Hedging Disruption by the Swap Provider and the Issuer's proposal to terminate the relevant Swap Transaction in part, the Swap Provider may immediately terminate the Swap Transaction in whole, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

10. **Consequences of Increased Cost of Hedging**

Upon the occurrence of an Increased Cost of Hedging, the Swap Provider may propose to the Issuer an amendment to the Daily Swap Rate reasonably necessary to reflect the increased cost in performing its obligations under the Swap Transaction resulting from the Increased Cost of Hedging. If the Issuer and the Swap Provider cannot agree to the proposed amendment to the Daily Swap Rate by 5:00p.m. London time on the fifth Currency Business Day following the proposal by the Swap Provider, the Swap Transaction will be cancelled and the Cancellation Amount will be payable by the Swap Provider to the Issuer. If the Issuer and the Swap Provider agree to the Daily Swap Rate prior to 5:00p.m. London time on the fifth Currency Business Day following its proposal by the Swap Provider, the Daily Swap Rate shall be reset as of such date with no further formalities required.

11. **Termination of Swap Transaction as a consequence of Additional Disruption Events**

Notwithstanding anything to the contrary in paragraphs 8 to 10 above, the Issuer and the Swap Provider have agreed that, to the extent deemed practicable by the party affected by the Additional Disruption Event, any right to terminate the Swap Transaction shall not be exercised by the party affected by the Additional Disruption Event earlier than five (5) Business Days, nor later than one Business Day prior to the beginning of a Redemption Unwind Period ending one Scheduled Trading Day before the Additional Disruption Event is due to become effective or impact such party. The amount payable as a result of such termination will be calculated as if the date on which such exercise occurred was the scheduled termination date.

12. **Consequences of a Restrike Event**

If the Final Terms specify that the "Restrike Event Provisions" are applicable, the below provisions will apply.

12.1 **For Non-Leveraged Indices**

(A) **Restrike Event**

If, at any time up to and including the fifteenth minute before the Valuation Time, on any Valuation Date, the level of the Index is lower (if the Product Leverage Factor is positive) or higher (if the Product Leverage Factor is negative) than the Index Price on the immediately preceding Valuation Date or the immediately preceding Restrike Index Level on such Valuation Date (as the case may be) by a percentage equal to or greater than the Restrike Threshold, a "**Restrike Event**" shall be deemed to have occurred and such day shall be deemed to be a "**Restrike Day**". For the avoidance of doubt, there may be multiple Restrike Events on any Valuation Date but no Restrike Event shall be deemed to have occurred before the end of the Restrike Period of a prior Restrike Event.

The Price per ETP Security in respect of a Restrike Day shall be calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in accordance with the following formula:

$$P_t = (P_r - HA_r) \times \left[1 + LF \times \left(\frac{I_t}{I_r} - 1 \right) \right]$$

where:

"**P_r**" is the Restrike Price per ETP Security on such Restrike Day (or, if more than one Restrike Events occurred on such a day, the Restrike Price per ETP Security for the last such Restrike Event).

"**I**" is the Restrike Index Level for the Restrike Event (or, if more than one Restrike Events occurred on such a day, the last such Restrike Event).

"**HA_r**" is the Hedging Adjustment associated with the Restrike Event (or, if more than one Restrike Events occurred on such a day, the Restrike Price per ETP Security for the last such Restrike Event).

"**LF**" is the Product Leverage Factor as specified in the Final Terms.

If, following the occurrence of any Restrike Event, the Restrike Price per ETP Security minus the Hedging Adjustment is less than or equal to zero, such amount shall be floored at zero.

(B) **Restrike Price per ETP Security**

"**Restrike Price per ETP Security**" means an amount in the Settlement Currency calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in respect of a Restrike Event as follows:

- (1) in relation to the first Restrike Event of a Restrike Day (or, if there is only one Restrike Event on such Restrike Day, such Restrike Event), by applying the formula for the calculation of the Price per ETP Security specified in paragraph 2.2 and replacing "P_t" with "P_r" and "I_t" with "I_r", where "I_r" is the Restrike Index Level in respect of such Restrike Event; and
- (2) in relation to any Restrike Event after the first Restrike Event of a Restrike Day, in accordance with the following formula:

$$P_r = (P_{r-1} - HA_{r-1}) \times \left[1 + LF \times \left(\frac{I_r}{I_{r-1}} - 1 \right) \right]$$

where:

"**P_{r-1}**" is the Restrike Price per ETP Security in respect of the immediately preceding Restrike Event.

"**I_{r-1}**" is the Restrike Index Level in respect of the immediately preceding Restrike Event.

"**HA_{r-1}**" is the Hedging Adjustment associated with the immediately preceding Restrike Event.

12.2 For Leveraged Indices

(A) Restrike Event

If, at any time up to and including the fifteenth minute before the Valuation Time, on any Valuation Date the return of the Index or the Benchmark Index (as specified by the Index Sponsor) from its closing level on the immediately preceding Valuation Date has reached a threshold defined by the Index Sponsor as a trigger for an intraday restrike (or an intraday rebalance, an observation period, a suspension or any other equivalent procedure, howsoever defined, applied by the Index Sponsor following a fall in the value of the Index), then a "**Restrike Event**" shall be deemed to have occurred and such day shall be deemed to be a "**Restrike Day**".

If, on a Restrike Day after the occurrence of a Restrike Event, the level of the Benchmark Index is lower (if the Product Leverage Factor is positive) or higher (if the Product Leverage Factor is negative) than the immediately preceding Benchmark Index Restrike Level by a percentage equal to or greater than the Restrike Threshold, then such event shall also be deemed a Restrike Event.

For the avoidance of doubt, there may be multiple Restrike Events on any Valuation Date but no Restrike Event shall be deemed to have occurred before the end of the Restrike Period of a prior Restrike Event.

The Price per ETP Security in respect of a Restrike Day shall be calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in accordance with the following formula:

$$P_t = (P_r - HA_r) \times \left[1 + LF \times \left(\frac{UI_t}{UI_r} - 1 \right) \right]$$

where:

"*t*" is the relevant Valuation Date.

"*P_r*" is the Restrike Price per ETP Security on such Restrike Day (or, if more than one Restrike Events occurred on such a day, the Restrike Price per ETP Security for the last such Restrike Event).

"*HA_r*" is the Hedging Adjustment (if applicable) associated with the Restrike Event (or, if more than one Restrike Events occurred on such a day, then with the Restrike Price per ETP Security for the last such Restrike Event).

"*LF*" is the Product Leverage Factor as specified in the Final Terms.

"*UI_r*" is the Benchmark Index Restrike Level for the Restrike Event (or, if more than one Restrike Events occurred on such a day, then for the last such Restrike Event).

"*UI_t*" is the Benchmark Index Closing Level for *t*.

If, following the occurrence of any Restrike Event, the Restrike Price per ETP Security minus the Hedging Adjustment is less than or equal to zero, such amount shall be floored at zero.

(B) Restrike Price per ETP Security

"**Restrike Price per ETP Security**" means an amount in the Settlement Currency calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in respect of a Restrike Event as follows:

- (1) in relation to the first Restrike Event of a Restrike Day (or, if there is only one Restrike Event on such Restrike Day, such Restrike Event), by applying the formula for the calculation of the Price per ETP Security specified in paragraph 2.2 and replacing "Pt" with "Pr" and "It" with "Ir", where "Ir" is calculated as follows:

$$I_r = I_{rp} \times \frac{1 + LF \times \left(\frac{UI_r}{UI_{t-1}} - 1 \right)}{1 + LF \times \left(\frac{UI_{rp}}{UI_{t-1}} - 1 \right)}$$

where:

" I_{rp} " is the level of the Index at the start of the Restrike Period, as calculated by the Swap Calculation Agent.

" UI_{rp} " is the level of the Benchmark Index at the start of the Restrike Period, as calculated by the Swap Calculation Agent.

" UI_r " is the Benchmark Index Restrike Level.

" UI_{t-1} " is the Benchmark Index Closing Level in respect of the immediately preceding Valuation Date; or

- (2) in relation to any Restrike Event after the first Restrike Event of a Restrike Day, in accordance with the following formula:

$$P_r = (P_{r-1} - HA_{r-1}) \times \left[1 + LF \times \left(\frac{UI_r}{UI_{r-1}} - 1 \right) \right]$$

where:

" P_{r-1} " is the Restrike Price per ETP Security in respect of the immediately preceding Restrike Event.

" UI_{r-1} " is the Benchmark Index Restrike Index Level in respect of the immediately preceding Restrike Event.

" HA_{r-1} " is the Hedging Adjustment associated with the immediately preceding Restrike Event.

ANNEX B: COMMODITY SECURITIES ANNEX

1. Definitions

For the purposes of this Annex B, as it applies to a Class of ETP Securities that are Commodity Securities, a Swap Transaction and an Index, the following terms have the meanings given to them below:

Additional Disruption Event A Change in Law, a Hedging Disruption or an Increased Cost of Hedging.

Cancellation Amount In respect of any termination of a Swap Transaction in whole or in part, an amount payable by the Swap Provider to the Issuer which will be calculated by the Swap Provider in accordance with the formula used to calculate the Price per ETP Security of the relevant Class, where possible, and shall take into account any hedging costs incurred by the Swap Provider. If the Swap Provider, acting in a commercially reasonable manner, determines that it is not possible to determine the Cancellation Amount in accordance with the formula used to calculate the foregoing formulation, it shall determine the Cancellation Amount to be an amount equal to (i) the notional amount of the Swap Transaction (or, in the case of a partial termination, the terminated part thereof) plus any gains (expressed as a positive number) or losses (expressed as a negative number) of the Swap Provider that are or would be realised under then prevailing circumstances in replacing, or in providing for the Swap Provider the economic equivalent of the material terms of the terminated part of such Swap Transaction.

Change in Law On or after the first Subscription Trade Date in respect of the relevant Class of ETP Securities (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, in respect of tax, solvency or capital requirements), 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 or financial authority), or the combined effect thereof if occurring more than once, the Swap Calculation Agent determines in its sole and absolute discretion that (X) it has become illegal for the relevant Swap Provider or any of its Affiliates to hold, acquire or dispose of Hedge Positions relating to such Swap Transaction or (Y) the Issuer or the Swap Provider or any of their respective Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Swap Transaction or in holding, acquiring or disposing of any Hedge Position.

Commodity Business Day A day on which (i) the Price Source publishes (or, but for the occurrence of an Index Component Disruption Event or an Index Disruption, would have published) the level of the Index and (ii) the relevant exchange for each Index Component is (or, but for the occurrence of an Index Component Disruption Event or Index Disruption, would have been) open for trading during its regular trading session and on which such exchange published (or, but for the occurrence of an Index Component Disruption Event,

would have published) a closing or settlement price for that Index Component.

Currency Business Day	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 Relevant Currency or, in the case of euros, a city in which banks in general have access to the TARGET2 System.
Dealing Order Day	A day that is both a Dublin business day and a Valuation Date.
Disrupted Day	Any Valuation Date on which an Index Component Disruption Event, a Market Disruption Event or a Severe Disruption Event has occurred.
Effective Valuation Time	In respect of a Valuation Date, the time at which publication of the closing or settlement price for the final Index Component to be used in the determination of the Index Price takes place.
Hedging Adjustment	If specified to be applicable in the Final Terms, any costs, expenses, fees or losses (howsoever described) incurred by the Swap Provider, determined on a per Index Unit basis by the Swap Calculation Agent, in acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any transaction or asset(s) it deems necessary to hedge the performance of its obligations under the Swap Transaction in connection with a Restrike Day or in realising, recovering or remitting the proceeds of any such transaction or asset(s).
Hedging Disruption	The Swap Provider or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets (including, without limitation, any transactions that can be used to create a long or short exposure to the Index) that it deems necessary to hedge, in a commercially reasonable manner, the commodity price risk of entering into and performing its obligations with respect to the Transaction (any such transactions or assets, a " Hedging Party Hedge ") or (B) realise, recover or remit the proceeds of a Hedging Party Hedge.
Hedge Positions	Any purchase, sale, entry into or maintenance of one or more positions or contracts in commodities, options, futures, derivatives or foreign exchange or other instruments or arrangements (howsoever described) in order to hedge, in a manner acceptable to the relevant party individually or on a portfolio basis or otherwise, the Swap Transaction.
Increased Cost of Hedging	The Swap Provider would incur a materially increased (as compared with circumstances existing on the Subscription Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity price risk of entering into and performing its obligations with respect to the relevant Swap Transaction,

or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Swap Provider shall not be deemed an Increased Cost of Hedging.

Index Adjustment Event

An Index Modification, an Index Cancellation or an Index Disruption.

Index Cancellation

In respect of an Index, the Index Sponsor in respect of that Index permanently cancels such Index and no Successor Index is designated in accordance with paragraph 6 (*Consequences of an Index Cancellation*) of this Annex A.

Index Component Disruption Event

The occurrence or existence of any of the following in respect of any of the futures contracts, commodities, commodity indices or sub-indices used to calculate the Index Price (each, an "Index Component") shall, at the discretion of the Swap Calculation Agent, constitute an "Index Component Disruption Event":

- (a) (i) the failure of the Price Source to announce or publish the price (or the information necessary for calculating the price) of any Index Component used to calculate the Index Price; or (ii) the temporary or permanent discontinuance or unavailability of the Price Source;
- (b) the termination, material suspension or material disruption in trading, of any Index Component;
- (c) the price for any Index Component has increased or decreased from the previous day's published settlement price by an amount equal to the maximum amount permitted under the applicable exchange rules for such futures contract; or
- (d) the failure by the relevant exchange to announce or publish the settlement price or the level for any Index Component or the early closure of the exchange in respect of any Index Component, unless such earlier closing time is announced by such exchange at least one hour prior to the actual closing time for the regular trading session on the exchange.

For these purposes, a suspension in trading of an Index Component shall be deemed to be material only if (I) all trading in the relevant Index Component is suspended for that entire Valuation Date; or (II) all trading in the relevant Index Component is suspended subsequent to the opening of trading on the Valuation Date, trading does not recommence prior to the regularly scheduled close of trading in such Index Component on such Valuation Date, and such suspension is announced less than one hour preceding its commencement.

A disruption of trading in the relevant Index Component on any Valuation Date shall be deemed to be material only if the relevant exchange or trading facility for transactions relating to the Index Component establishes limits on the range within which the price of the relevant Index

Component may fluctuate and the closing or settlement price of the relevant Index Component on such day is at the upper or lower limit of that range.

An Index Component Disruption Event shall occur on any Valuation Date (an "**Index Component Disrupted Day**") only if so determined by the Swap Calculation Agent, acting in good faith and in a commercially reasonable manner, with such determination to be notified to the Issuer (with a copy to the Determination Agent) in writing by 8:00a.m. (London time) (using commercially reasonable efforts) on the Commodity Business Day immediately following such Index Component Disrupted Day but in any event by no later than 12:00 noon on such day.

Index Disruption	In respect of an Index on any Valuation Date, the Index Sponsor fails to calculate and announce such Index.
Index Methodology	The most recent version of the Index Cancellation methodology underlying the calculation of the Index, being the then current version of the methodology compiled and published by Index Sponsor, or any successor thereto, subject to paragraphs 5 to 7 below.
Index Modification	In respect of an Index, 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 stock and capitalisation and other routine events).
Index Price	In respect of a Valuation Date, level of the Index at the Valuation Time on such Valuation Date as reported by the Price Source (subject to the provisions of paragraphs 3 to 7 below).
Index Sponsor	The corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Valuation Date.
Index Unit	In respect of an Index, one unit of such Index. On any day, the aggregate number of Index Units in respect of each Swap Transaction entered into by the Issuer in relation to the ETP Securities is expected be equal to (i) the number of ETP Securities hedged by such Swap Transaction then outstanding plus (ii) the number of ETP Securities to be hedged under such Swap Transaction specified in all valid Subscription Orders less the number of ETP Securities to be hedged under such Swap Transaction specified in all valid Redemption Orders, provided that such Subscription Orders or Redemption Orders have not (a) been withdrawn or cancelled as provided in the Operating Manual, (b) settled or (c) been subject to postponement under the terms of such Swap Transaction.

Index Unit Value	On any day, the value of an Index Unit, which shall be an amount equal to the Price of an ETP Security on such calendar day.
Maximum Days of Disruption	8 Commodity Business Days.
Price Source	As specified in the Final Terms.
Product Leverage Factor	As specified in the Final Terms.
Reference Benchmark	Any long, non-leveraged commodity index, commodity futures, exchange traded product or, if the Index is a diversified index, any combination or basket thereof which, in the determination of the Swap Calculation Agent, appropriately represents the then current composition of the Index by weight and sector, and has exhibited over the two year period preceding the day on which the Severe Disruption Event occurred (i) a level of daily correlation to the Index of at least 80 per cent. and (ii) similar volatility levels.
Restrike Event Trigger Time	<p>In respect of a Valuation Date, the earlier of:</p> <ul style="list-style-type: none"> (i) the time at which the official level of the Index falls below (if the Product Leverage Factor is positive) or rises above (if the Product Leverage Factor is negative) either: <ul style="list-style-type: none"> (a) the Index Price on the immediately preceding Valuation Date, if no Restrike Event occurred on such day; or (b) the immediately preceding Restrike Index Level, otherwise, <p>by a percentage equal to or greater than the Restrike Threshold; or</p> (ii) the time at which the level of any Reference Benchmark falls below (if the Product Leverage Factor is positive) or rises above (if the Product Leverage Factor is negative) either <ul style="list-style-type: none"> (a) its level at the Effective Valuation Time on the immediately preceding Valuation Date, if no Restrike Event occurred on such day; or (b) the immediately preceding Restrike Reference Benchmark Level on such Valuation Date, otherwise, <p>by a percentage equal to or greater than the Restrike Threshold.</p>
Restrike Index Level	The minimum (if the Product Leverage Factor is positive) or maximum (if the Product Leverage Factor is negative) level of the Index during the Restrike Period, as calculated by the Swap Calculation Agent (or, in the absence of published levels of the Index, such maximum or minimum level, as the

case may be, as the Swap Calculation Agent shall determine in a commercially reasonable manner).

Restrike Period	The period starting on, and including, the minute when the Restrike Event is triggered and ending 15 minutes later, as determined by the Swap Calculation Agent.
Restrike Reference Benchmark Level	The minimum (if the Product Leverage Factor is positive) or maximum (if the Product Leverage Factor is negative) level of the Reference Benchmark during the Restrike Period, as calculated by the Swap Calculation Agent.
Restrike Threshold	In respect of any Class, the level specified for such Class in the applicable Final Terms.
Settlement Currency	The currency of denomination of the ETP Securities.
Severe Disruption Event	A Severe Intraday Market Disruption Event or a Severe Overnight Gap Event.
Severe Disruption Event Threshold	The level specified in the Final Terms.
Severe Intraday Market Disruption Event	On any Valuation Date, (i) the occurrence or existence of an Index Component Disruption Event and (ii) a determination by the Swap Calculation Agent that the level of any Reference Benchmark on such Valuation Date has fallen (if the Product Leverage Factor is positive) or risen (if the Product Leverage Factor is negative) by more than the Severe Disruption Event Threshold from the level of such Reference Benchmark at the Effective Valuation Time on the Valuation Date immediately prior to the Valuation Date on which the relevant Index Component Disruption Event occurred and while it is still occurring.
Severe Overnight Gap Event	On any day, a determination by the Swap Calculation Agent that the level of a Reference Benchmark has fallen (if the Product Leverage Factor is positive) or risen (if the Product Leverage Factor is negative) by more than the Severe Overnight Gap Event Threshold from and including the Effective Valuation Time on the immediately preceding Valuation Date to any time prior to the commencement of Standard Trading Hours on such day.
Severe Overnight Gap Event Threshold	The level specified in the Final Terms.
Severely Disrupted Day	Any Commodity Business Day on which a Severe Disruption Event has occurred and is continuing.
Standard Trading Hours	The hours during which market counterparts undertake trades (whether on- or off-exchange) in the Index Components, as determined by the Swap Calculation Agent.
Successor Index	In respect of a Swap Transaction, the index designated as a "Successor Index" pursuant to paragraph 5 (<i>Consequences of an Index Modification</i>), paragraph 6 (<i>Consequences of an Index Cancellation</i>) or paragraph 7 (<i>Consequences of an Index Disruption</i>) below.

Successor Index Determination Period

The period from and including the announcement (in the case of an Index Modification or an Index Cancellation) or the occurrence (following an Index Disruption) of the Index Adjustment Event to the date that falls:

- (i) in the case of an "Index Modification" or "Index Cancellation", the number of days in the Redemption Unwind Period before the date that such Index Adjustment Event is due to become effective; and
- (ii) in the case of an "Index Disruption", five Business Days thereafter.

Valuation Date

Each Commodity Business Day, subject to paragraphs 3 to 7 below.

Valuation Time

The time at which the official closing level of the Index is calculated and published by the Index Sponsor.

2. Pricing of Commodity Securities

2.1 Calculation and publication of Price per ETP Security

The Determination Agent shall calculate the price per ETP Security (the "**Price per ETP Security**") in respect of each Valuation Date, upon which the Issuer shall publish such Price per ETP Security in respect of such Valuation Date during the term of the ETP Securities up to (and including) the earliest to occur of the Compulsory Redemption Date, the Optional Redemption Date (in respect of all the outstanding ETP Securities) and the Final Redemption Date in accordance with paragraphs 2.2 and 2.4 and shall notify its calculation of the Price per ETP Security in respect of a Valuation Date to the Issuer, the Authorised Participant(s), the Swap Provider(s) and the Issuing and Paying Agent by no later than 2.00p.m. (London time) on the immediately following Valuation Date, upon which the Issuer shall publish such Price per ETP Security in respect of such Valuation Date by no later than 4:00p.m. (London time) on such immediately following Valuation Date.

2.2 Price per ETP Security in respect of a Valuation Date

Subject to paragraph 2.4, the Price per ETP Security on a Valuation Date shall be an amount per ETP Security in the Relevant Currency (calculated to 7 decimal places with 0.00000005 rounded upwards, and subject to a floor of zero) calculated by the Determination Agent as follows:

- (i) if such day is an Index Component Disrupted Day or the Valuation Date immediately following an Index Component Disrupted Day, in accordance with the "Index Component Disruption Events and Consequences thereof" provisions below;
- (ii) if such day is a Restrike Day, in accordance with the "Restrike Events" provisions below;
- (iii) otherwise, by using the following formula:

$$P_t = P_{t-1} \times [1 + R_t] \times [1 - CA_t],$$

where:

" P_t " is the Price per ETP Security on t and P_0 is the Initial Price.

"**Initial Price**" is the price specified in the Final Terms.

" P_{t-1} " is the Price per ETP Security on $t-1$.

" t " is the Valuation Date in respect of which the Price per ETP Security is being calculated.

"**t-1**" is the Valuation Date preceding t (with "**t₀**" being the Class Issue Date).

"**CA_t**" is the daily fee adjustment applicable on t, as calculated in accordance with the following formula:

$$CA_t = \text{Annual Management Fee Rate}_t \times \frac{D_{t,t-1}}{360} + \text{Daily Swap Rate}_t \times D_{t,t-1}$$

where:

"**Annual Management Fee Rate_t**" means the rate specified in the Final Terms, as may be amended by the Issuer from time to time as provided in the Operating Manual with effect from the fifth calendar day following the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**Daily Swap Rate_t**" means the Daily Swap Rate specified in the Final Terms, as may be amended from time to time by agreement between the Issuer and the Swap Provider as provided in the Swap Provider Agreement with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**D_{t,t-1}**" is the number of calendar days from but excluding t-1 to and including t.

"**R_t**" is calculated in accordance with the following formula:

$$R_t = LF \times \left[\frac{I_t}{I_{t-1}} - 1 \right] + ROC_t$$

where:

"**ROC_t**" means an adjustment on account of the return on collateral in connection with a fully collateralised futures position, as calculated in accordance with the following formula:

$$ROC_t = ffer_{t-1} \times \frac{D_{t,t-1}}{360}$$

where:

"**ffert-1**" is the Fed Funds Effective Rate.

"**LF**" is the applicable Product Leverage Factor, as specified in the Final Terms.

"**I_t**" is the Index Price in respect of t.

"**I_{t-1}**" is the Index Price in respect of t-1.

- 2.3 In order that the Price per ETP Security and the Index Unit Value in respect of any Valuation Date be equal, the Price per ETP Security shall be subject to the same adjustments and modifications as may be applied to the Index Unit Value pursuant to the terms of the Swap Transaction(s), as summarised in this paragraph 2 and in paragraphs 3 to 12 of this Annex B.

3. **Consequences of a Severe Disruption Event**

On any Valuation Date on which a Severe Disruption Event occurs, the Swap Provider may take the action described in (A) or (B) below:

- (A) postpone such Valuation Date (the "**Scheduled Valuation Date**") to the first succeeding Commodity Business Day that is not a Severely Disrupted Day unless each of the three Commodity Business Days immediately following the Scheduled Valuation Date is a Severely Disrupted Day. In that case the Swap Calculation Agent may elect to deem the third Commodity Business Day to be the Valuation Date, notwithstanding the fact that such day is a Severely Disrupted Day, and the Swap Calculation Agent shall calculate the level of the Index as of such third Commodity Business Day in accordance with the provisions of "*Consequences of an Index Component Disruption Event*" described in paragraph 4 below; or
- (B) on any Currency Business Day from and including the first relevant Severely Disrupted Day in respect of the occurrence of the relevant Severe Disruption Event and provided that such Currency Business Day is also a Severely Disrupted Day, terminate the Swap Transaction upon written notice (a "**Transaction Early Termination Notice**") to the Issuer. Following such Transaction Early Termination Notice, the Swap Transaction will be terminated as of the date specified in the Swap Transaction Early Termination Notice, which may be the date of the Swap Transaction Early Termination Notice, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.
- (C) If, in the determination of the Swap Calculation Agent, an event occurs which could constitute an Index Component Disruption Event or an Index Disruption or a Severe Disruption Event, the Swap Calculation Agent will determine in its sole discretion whether to apply the provisions of paragraph 4, paragraph 7 or this paragraph 3 and shall notify the Issuer of its determination as soon as reasonably practicable, but in no event later than 8:00a.m. (London time) on the Valuation Date immediately following the occurrence of such event.

4. Consequences of an Index Component Disruption Event

4.1 Upon the occurrence or existence of an Index Component Disruption Event on any Valuation Date, the Determination Agent shall calculate the Price per ETP Security in respect of each relevant Index Component Disrupted Day on which a valid Subscription Order or Redemption Order is received by or on behalf of the Issuer and any Valuation Date immediately following an Index Component Disrupted Day that is not itself an Index Component Disrupted Day (the "**First Index Component Non-Disrupted Day**") as provided in this paragraph 4.

- (A) With respect to each Index Component Disrupted Day, the Determination Agent shall calculate and provide to the Issuer an indicative price per ETP Security (the "**Indicative Price per ETP Security**") as the sum of:
 - (1) the amount calculated in accordance with the formula used to calculate the Price per ETP Security specified in paragraph 2.2 above, where the meaning of P_{t-1} is replaced by "the Indicative Price per ETP Security in respect of $t-1$ " if $t-1$ was an Index Component Disrupted Day", and
 - (2) an "**Index Component Disruption Adjustment**" in respect of such Index Component Disrupted Day, calculated by the Swap Calculation Agent to account for the economic impact on the Swap Transaction of the Index Component Disruption Event.
- (B) With respect to the First Index Component Non-Disrupted Day, the Determination Agent will calculate the Price per ETP Security as the sum of:
 - (1) the amount calculated in accordance with the formula used to calculate the Price per ETP Security specified in paragraph 2.2 above, where the meaning of P_{t-1} is replaced by the Indicative Price per ETP Security in respect of $t-1$; and
 - (2) an Index Component Disruption Adjustment, calculated by the Swap Calculation Agent in respect of such First Index Component Non-Disrupted Day.
- (C) The Determination Agent shall calculate the Price per ETP Security in respect of any Index Component Disrupted Day on which a valid Subscription Order or Redemption Order is received by or on behalf of the Issuer as the sum of:

- (1) the Indicative Price per ETP Security calculated for that Index Component Disrupted Day; and
- (2) an "**Index Component Disruption Settlement Adjustment**" in respect of that Index Component Disrupted Day, calculated by the Swap Calculation Agent to account for the economic impact of the Index Component Disruption Event on such Subscription Order or Redemption Order.

Such Price per ETP Security shall be calculated once each of the Index Components that were affected by an Index Component Disruption Event on such day has had at least one Scheduled Trading Day on which it was not affected by an Index Component Disruption Event.

- (D) The Determination Agent's obligation to determine the Price per ETP Security or Indicative Price per ETP Security pursuant to this paragraph 4.1 shall be conditional upon all information required to make such calculation having been provided to the Determination Agent by the Swap Calculation Agent).

4.2 If an Index Component Disruption Event has occurred or is continuing on each of the number of consecutive Commodity Business Days equal to the Maximum Days of Disruption immediately following the relevant Valuation Date, either the Issuer or the Swap Provider may elect to terminate the Swap Transaction on any Commodity Business Day on which such Index Component Disruption Event is occurring. If the Swap Transaction is terminated in accordance with this paragraph 4.2, the Cancellation Amount will be payable by the Swap Provider to the Issuer.

4.3 If neither the Issuer nor the Swap Provider elects to terminate the Swap Transaction in accordance with paragraph 4.2 above, the Swap Calculation Agent will, for a further ten (10) Commodity Business Days, determine a level for the Index which in its determination reflects the level that would have been published by the Index Sponsor accounting for the occurrence of the Index Component Disruption Event and, if on such tenth Commodity Business Day the Index Component Disruption Event is, in the determination of the Swap Calculation Agent, still subsisting, the Swap Transaction will be automatically terminated and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

5. **Consequences of an Index Modification**

Pursuant to the terms of each Swap Transaction, upon the occurrence of an Index Modification, the Swap Calculation Agent shall determine whether such Index Modification has a material effect on such Swap Transaction and, if so, may either:

- (A) request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate; or
- (B) calculate the Index Unit Value using, in lieu of the published level for that Index, the level for that Index as at that Valuation Date as calculated by the Swap Calculation Agent in accordance with the formula and method for calculating that Index last in effect prior to the change but using only those commodities that comprised that Index immediately prior to the Index Modification and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate; or
- (C) if, at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index, or the Swap Calculation Agent has determined that no adjustments can be performed in accordance with

paragraph (B) above, then the Swap Transaction will be cancelled on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

6. **Consequences of an Index Cancellation**

6.1 Pursuant to the terms of each Swap Transaction, in the event that an Index Cancellation has occurred, the Swap Calculation Agent shall request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate.

6.2 If, at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index, then the Swap Transaction shall be automatically terminated in whole on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

7. **Consequences of an Index Disruption**

Pursuant to the terms of each Swap Transaction, upon the occurrence of an Index Disruption on a Valuation Date, the Swap Calculation Agent shall determine whether such Index Disruption has a material effect on such Swap Transaction and, if so, may either:

(A) request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate; or

(B) calculate the Index Unit Value using, in lieu of the published level for that Index, the level for that Index as at that Valuation Date as calculated by the Swap Calculation Agent in accordance with the formula and method for calculating that Index last in effect prior to the change but using only those commodities that comprised that Index immediately prior to the Index Disruption and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determine appropriate; or

(C) if at the expiration of a five Business Day period following notification of the occurrence of the Index Disruption, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index or the Swap Calculation Agent has determined that no adjustments can be performed in accordance with paragraph (B) above, then the Swap Transaction shall terminate on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

8. **Consequences of a Change in Law**

8.1 Pursuant to the terms of each Swap Transaction, upon the occurrence of a Change in Law the effect of which is as defined in sub-paragraph (X) of the definition thereof, the Swap Provider may elect to terminate such Swap Transaction:

(A) upon providing at least two Commodity Business Days' notice to the Issuer specifying the date of such termination; or

- (B) if the Swap Provider determines in good faith and a commercially reasonable manner that a shorter notice period is required in order to remedy the effect of the occurrence of a Change in Law, immediately upon provision of notice to the Issuer specifying the date of termination,

and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

- 8.2 Pursuant to the terms of each Swap Transaction, upon the occurrence of a Change in Law the effect of which is as defined in sub-paragraph (Y) of the definition thereof, the affected party in respect of such Swap Transaction may propose to the other party an amendment to the Daily Swap Rate to reflect the increased cost in performing its obligations under the Swap Transaction resulting from such Change in Law. If the Issuer and the Swap Provider cannot agree to the proposed amendment to the Daily Swap Rate by 5:00p.m. (London time) on the fifth Currency Business Day following the proposal by the Swap Provider, the Swap Transaction shall terminate in whole and the Cancellation Amount will be payable by the Swap Provider to the Issuer. If the Issuer and the Swap Provider agree to amendment to the Daily Swap Rate prior to 5:00p.m. (London time) on the fifth Currency Business Day following its proposal by the Swap Provider, the Daily Swap Rate shall be reset as of such date with no further formalities required.

9. **Consequences of a Hedging Disruption**

- 9.1 Pursuant to the terms of each Swap Transaction, upon the occurrence of a Hedging Disruption the Swap Provider may elect, for so long as the Hedging Disruption is continuing, to (i) terminate the whole of such Swap Transaction, or (ii) (with the agreement of the Issuer) to terminate the Swap Transaction in part by reducing its notional amount, in either case upon providing at least two Currency Business Days' notice to the Issuer specifying the date of such termination, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

- 9.2 In the event that the Issuer does not agree to a partial termination of the Swap Transaction, following the expiration of a one Currency Business Day period following notification of the occurrence of a Hedging Disruption by the Swap Provider and the Issuer's proposal to terminate the relevant Swap Transaction in part, the Swap Provider may immediately terminate the Swap Transaction in whole, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

10. **Consequences of Increased Cost of Hedging**

Upon the occurrence of an Increased Cost of Hedging, the Swap Provider may propose to the Issuer an amendment to the Daily Swap Rate reasonably necessary to reflect the increased cost in performing its obligations under the Swap Transaction resulting from the Increased Cost of Hedging. If the Issuer and the Swap Provider cannot agree to the proposed amendment to the Daily Swap Rate by 5:00p.m. London time on the fifth Currency Business Day following the proposal by the Swap Provider, the Swap Transaction will be cancelled and the Cancellation Amount will be payable by the Swap Provider to the Issuer. If the Issuer and the Swap Provider agree to the Daily Swap Rate prior to 5:00p.m. London time on the fifth Currency Business Day following its proposal by the Swap Provider, the Daily Swap Rate shall be reset as of such date with no further formalities required.

11. **Termination of Swap Transaction as a consequence of Additional Disruption Events**

Notwithstanding anything to the contrary in paragraphs 8 to 10 above, the Issuer and the Swap Provider have agreed that, to the extent deemed practicable by the party affected by the Additional Disruption Event, any right to terminate the Swap Transaction shall not be exercised by the party affected by the Additional Disruption Event earlier than five (5) Business Days, nor later than one Business Day prior to the beginning of a Redemption Unwind Period ending one Exchange Business Day before the Additional Disruption Event is due to become effective or impact such party. The amount payable as a result of such termination will be calculated as if the date on which such exercise occurred was the scheduled termination date.

12. **Consequences of a Restrike Event**

(A) **Restrike Event**

If a Restrike Event Trigger Time exists in respect of a Valuation Date during Standard Trading Hours, a "**Restrike Event**" shall be deemed to have occurred and such day shall be deemed to be a Restrike Day, unless the Restrike Event Trigger Time occurs at any time from and including the fifteenth minute before the Effective Valuation Time to the Effective Valuation Time, in which case it shall be disregarded. For the avoidance of doubt, there may be multiple Restrike Events on any Valuation Date but no Restrike Event shall be deemed to have occurred before the end of the Restrike Period of a prior Restrike Event.

The Price per ETP Security in respect of a Restrike Day shall be calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in accordance with the following formula:

$$P_t = (P_r - HA_r) \times \left[1 + LF \times \left(\frac{I_t}{I_r} - 1 \right) \right]$$

where:

"**P_r**" is the Restrike Price per ETP Security of such Restrike Day.

"**HA_r**" is the Hedging Adjustment (if applicable) associated with the Restrike Event (or, if more than one Restrike Events occurred on such a day, the last such Restrike Event).

"**LF**" is the Product Leverage Factor as specified in the Final Terms.

"**I_r**" is the Restrike Index Level for the Restrike Event (or, if more than one Restrike Events occurred on such a day, the last such Restrike Event).

"**I_t**" is the Index Price in respect of t.

"**t**" is such Restrike Day.

If, following the occurrence of any Restrike Event, the Restrike Price per ETP Security (accounting for the Hedging Adjustment (if applicable)) is less than or equal to zero, such amount shall be floored at zero.

(B) **Restrike Price per ETP Security**

"**Restrike Price per ETP Security**" means an amount in the Settlement Currency calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in respect of a Restrike Event as follows:

- (i) in relation to the first Restrike Event of a Restrike Day (or, if there is only one Restrike Event on such Restrike Day, such Restrike Event), by applying the formula for the calculation of the Price per ETP Security specified in paragraph 2.2 and replacing "I_t" with "I_r", where "I_r" is the Restrike Index Level for that Restrike Event; or
- (ii) in relation to any Restrike Event after the first Restrike Event of a Restrike Day, in accordance with the following formula:

$$P_r = (P_{r-1} - HA_{r-1}) \times \left[1 + LF \times \left(\frac{I_r}{I_{r-1}} - 1 \right) \right]$$

where:

" P_{r-1} " is the Restrike Price per ETP Security in respect of the immediately preceding Restrike Event.

" I_r " is the Restrike Index Level in respect of that Restrike Event.

" I_{r-1} " is the Restrike Index Level in respect of the immediately preceding Restrike Event.

" HA_{r-1} " is the Hedging Adjustment associated with the immediately preceding Restrike Event.

" LF " is the Product Leverage Factor as specified in the Final Terms.

ANNEX C: FIXED INCOME AND CURRENCY SECURITIES ANNEX

1. Definitions

For the purposes of this Annex C, as it applies to a Class of ETP Securities that are Fixed Income Securities or Currency Securities, a Swap Transaction and an Index, the following terms have the meanings given to them below:

Additional Disruption Event

A Change in Law, a Hedging Disruption or an Increased Cost of Hedging.

Cancellation Amount

In respect of any termination of a Swap Transaction in whole or in part, an amount payable by the Swap Provider to the Issuer which will be calculated by the Swap Provider in accordance with the formula used to calculate the Price per ETP Security of the relevant Class, where possible, and shall take into account any hedging costs incurred by the Swap Provider. If the Swap Provider, acting in a commercially reasonable manner, determines that it is not possible to determine the Cancellation Amount in accordance with the formula used to calculate the foregoing formulation, it shall determine the Cancellation Amount to be an amount equal to (i) the notional amount of the Swap Transaction (or, in the case of a partial termination, the terminated part thereof) plus (ii) any gains (expressed as a positive number) or losses (expressed as a negative number) of the Swap Provider that are or would be realised under then prevailing circumstances in replacing, or in providing for the Swap Provider the economic equivalent of (a) the material terms of the relevant Transaction, including the payments and deliveries by the parties under the Master Agreement in respect of the Swap Transaction that would, but for the occurrence of the Index Disruption or Index Adjustment Event, as the case may be, have been required on or after the date that the Swap Transaction is, or is deemed to have been, terminated or cancelled (assuming satisfaction of any applicable conditions precedent in the Master Agreement) and (b) the option rights of the parties in respect of the Swap Transaction.

Change in Law

On or after the first Subscription Trade Date in respect of the relevant Class of ETP Securities (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, in respect of tax, solvency or capital requirements), 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 or financial authority), or the combined effect thereof if occurring more than once, the Swap Calculation Agent determines in its sole and absolute discretion that (X) it has or will as at the date of termination specified in accordance with the terms of this provision become illegal for the relevant Swap Provider or any of its Affiliates to hold, acquire or dispose of Hedge Positions relating to such Swap Transaction or (Y) the Issuer or the Swap Provider or any of their respective Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining

the Swap Transaction or in holding, acquiring or disposing of any Hedge Position.

Currency Business Day

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 Relevant Currency or, in the case of euros, a city in which banks in general have access to the TARGET2 System.

Dealing Order Day

A day that is both a Dublin business day and a Valuation Date.

Effective Valuation Time

In respect of a Valuation Date, the time in respect of which publication of the closing or settlement price for the Index or the final Index Component to be used in the determination of the Index Price is determined.

Hedging Adjustment

If specified to be applicable in the Final Terms, any costs, expenses, fees, losses or profits (howsoever described) incurred or realised by the Swap Provider, determined on a per Index Unit basis by the Swap Calculation Agent, in acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any transaction or asset(s) it deems necessary to hedge the performance of its obligations under the Swap Transaction in connection with a Restrike Day or in realising, recovering or remitting the proceeds of any such transaction or asset(s).

Hedging Disruption

The Swap Provider or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets (including, without limitation, any transactions that can be used to create a long or short exposure to the Index) that it deems necessary to hedge, in a commercially reasonable manner, the transactional and market risks of entering into and performing its obligations with respect to the Transaction (any such transactions or assets, a "**Hedging Party Hedge**") or (B) realise, recover or remit the proceeds of a Hedging Party Hedge.

Hedge Positions

Any transaction, position or contract concerning rates,, options, futures, derivatives or foreign exchange or other instruments or arrangements (howsoever described) in order to hedge, in a manner acceptable to the relevant party individually or on a portfolio basis or otherwise, the Swap Transaction.

Increased Cost of Hedging

The Swap Provider would incur a materially increased (as compared with circumstances existing on the Subscription Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risks of entering into and performing its obligations with respect to the relevant Swap Transaction, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the

deterioration of the creditworthiness of the Swap Provider shall not be deemed an Increased Cost of Hedging.

Index Adjustment Event

An Index Modification, an Index Cancellation or an Index Disruption.

Index Business Day

A day on which (i) the Price Source publishes (or, but for the occurrence of an Index Disruption, would have published) the level of the Index and (ii) the relevant exchange for each Index Component is scheduled to be open for trading during its regular trading session.

Index Cancellation

In respect of an Index, the Index Sponsor in respect of that Index permanently cancels such Index and no Successor Index is designated in accordance with paragraph 6 (*Consequences of an Index Cancellation*) of this Annex A.

Index Component

Any of the futures contracts, indices, sub-indices, or Index Data used to calculate the Index Price.

Index Data

Data utilised in the calculation of the Index.

Index Disruption

In respect of an Index on any Valuation Date, the Index Sponsor fails to calculate and announce such Index.

Index Methodology

The most recent version of the Index Cancellation methodology underlying the calculation of the Index, being the then current version of the methodology compiled and published by Index Sponsor, or any successor thereto, subject to paragraphs 5 to 7 below.

Index Modification

In respect of an Index, 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 stock and capitalisation and other routine events).

Index Price

In respect of a Valuation Date, level of the Index at the Valuation Time on such Valuation Date (subject to the provisions of paragraphs 3 to 11 below).

Index Sponsor

The corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Valuation Date.

Index Unit

In respect of an Index, one unit of such Index. On any day, the aggregate number of Index Units in respect of each Swap Transaction entered into by the Issuer in relation to the ETP Securities is expected be equal to (i) the number of ETP Securities hedged by such Swap Transaction then outstanding plus (ii) the number of ETP Securities to be hedged under such Swap Transaction specified in all valid Subscription Orders less the number of ETP Securities to be hedged under such Swap Transaction specified in all valid Redemption Orders, provided that such Subscription Orders or Redemption Orders have not (a) been withdrawn

or cancelled as provided in the Operating Manual, (b) settled or (c) been subject to postponement under the terms of such Swap Transaction.

Index Unit Value

On any day, the value of an Index Unit, which shall be an amount equal to the Price of an ETP Security on such calendar day.

Price Source

As specified in the Final Terms.

Product Leverage Factor

As specified in the Final Terms.

Reference Benchmark

Any long, non-leveraged interest or foreign exchange rate, fixed income instrument, index, futures contract, exchange traded product or, if the Index is a diversified index, any combination or basket thereof which, in the determination of the Swap Calculation Agent, appropriately represents a significant proportion of the then current composition of the Index by weight and sector, and has exhibited over the two year period preceding the day on which the Severe Disruption Event occurred (i) a level of daily correlation to the Index of at least 80 per cent. and (ii) similar volatility levels.

Restrike Event Trigger Time

In respect of a Valuation Date, the earlier of:

(i) the time at which the official level of the Index falls below (if the Product Leverage Factor is positive) or rises above (if the Product Leverage Factor is negative) either:

(a) the Index Price on the immediately preceding Valuation Date, if no Restrike Event occurred on such day; or

(b) the immediately preceding Restrike Index Level, otherwise,

by a percentage equal to or greater than the Restrike Threshold; or

(ii) the time at which the level of any Reference Benchmark falls below (if the Product Leverage Factor is positive) or rises above (if the Product Leverage Factor is negative) either

(a) its level at the Effective Valuation Time on the immediately preceding Valuation Date, if no Restrike Event occurred on such day; or

(b) the immediately preceding Restrike Reference Benchmark Level on such Valuation Date, otherwise,

by a percentage equal to or greater than the Restrike Threshold.

Restrike Index Level

The minimum (if the Product Leverage Factor is positive) or maximum (if the Product Leverage Factor is negative) level of the Index during the Restrike Period, as calculated by the

	Swap Calculation Agent (or, in the absence of published levels of the Index, such maximum or minimum level, as the case may be, as the Swap Calculation Agent shall determine in a commercially reasonable manner).
Restrike Period	The period starting on, and including, the minute when the Restrike Event is triggered and ending 15 minutes later, as determined by the Swap Calculation Agent.
Restrike Reference Benchmark Level	The minimum (if the Product Leverage Factor is positive) or maximum (if the Product Leverage Factor is negative) level of the Reference Benchmark during the Restrike Period, as calculated by the Swap Calculation Agent.
Restrike Threshold	In respect of any Class, the level specified for such Class in the applicable Final Terms.
Settlement Currency	The currency of denomination of the ETP Securities.
Severe Disruption Event	A Severe Intraday Market Disruption Event or a Severe Overnight Gap Event.
Severe Disruption Event Threshold	The level specified in the Final Terms.
Severe Intraday Market Disruption Event	On any Valuation Date, (i) the occurrence or existence of an Index Disruption and (ii) a determination by the Swap Calculation Agent that the level of any Reference Benchmark on such Valuation Date has fallen (if the Product Leverage Factor is positive) or risen (if the Product Leverage Factor is negative) by more than the Severe Disruption Event Threshold from the level of such Reference Benchmark at the Effective Valuation Time on the Valuation Date immediately prior to the Valuation Date on which the relevant Index Disruption occurred and while it is still occurring.
Severe Overnight Gap Event	On any day, a determination by the Swap Calculation Agent that the level of a Reference Benchmark has fallen (if the Product Leverage Factor is positive) or risen (if the Product Leverage Factor is negative) by more than the Severe Overnight Gap Event Threshold from and including the Effective Valuation Time on the immediately preceding Valuation Date to any time prior to the commencement of Standard Trading Hours on such day.
Severe Overnight Gap Event Threshold	The level specified in the Final Terms.
Severely Disrupted Day	Any Index Business Day on which a Severe Disruption Event has occurred and is continuing.
Standard Trading Hours	The hours during which market counterparts undertake trades (whether on- or off-exchange) in the Index Components, as determined by the Swap Calculation Agent.
Successor Index	In respect of a Swap Transaction, the index designated as a "Successor Index" pursuant to paragraph 4 (<i>Consequences of an Index Modification</i>), paragraph 5 (<i>Consequences of an Index Cancellation</i>) or paragraph 6 (<i>Consequences of an Index Disruption</i>) below.

Successor Index Determination Period	The period from and including the announcement (in the case of an Index Modification or an Index Cancellation) or the occurrence (following an Index Disruption) of the Index Adjustment Event to the date that falls: <ul style="list-style-type: none"> (i) in the case of an "Index Modification" or "Index Cancellation", the number of days in the Redemption Unwind Period before the date that such Index Adjustment Event is due to become effective; and (ii) in the case of an "Index Disruption", five Business Days thereafter.
Valuation Date	Each Index Business Day.
Valuation Time	The time at which the official closing level of the Index is calculated and published by the Index Sponsor.

2. Pricing of Fixed Income Securities or Currency Securities

2.1 Calculation and publication of Price per ETP Security

The Determination Agent shall calculate the price per ETP Security (the "**Price per ETP Security**") in respect of each Valuation Date, upon which the Issuer shall publish such Price per ETP Security in respect of such Valuation Date during the term of the ETP Securities up to (and including) the earliest to occur of the Compulsory Redemption Date, the Optional Redemption Date (in respect of all the outstanding ETP Securities) and the Final Redemption Date in accordance with paragraphs 2.2 and 2.3 and shall notify its calculation of the Price per ETP Security in respect of a Valuation Date to the Issuer, the Authorised Participant(s), the Swap Provider(s) and the Issuing and Paying Agent by no later than 2.00p.m. (London time) on the immediately following Valuation Date, upon which the Issuer shall publish such Price per ETP Security in respect of such Valuation Date by no later than 4:00p.m. (London time) on such immediately following Valuation Date.

2.2 Price per ETP Security in respect of a Valuation Date

Subject to paragraph 2.3, the Price per ETP Security on a Valuation Date shall be an amount per ETP Security in the Relevant Currency (calculated to 7 decimal places with 0.0000005 rounded upwards, and subject to a floor of zero) calculated by the Determination Agent as follows:

- (i) if such day is a Restrike Day, in accordance with the "Restrike Events" provisions below (if applicable);
- (ii) otherwise, by using the following formula:

$$P_t = P_{t-1} \times [1 + R_t] \times [1 - CA_t],$$

where:

" **P_t** " is the Price per ETP Security on t and P_0 is the Initial Price.

"**Initial Price**" is the price specified in the Final Terms.

" **P_{t-1}** " is the Price per ETP Security on $t-1$.

" **t** " is the Valuation Date in respect of which the Price per ETP Security is being calculated.

" **$t-1$** " is the Valuation Date preceding t (with " t_0 " being the Class Issue Date).

"**CA_t**" is the daily fee adjustment applicable on t , as calculated in accordance with the following formula:

$$CA_t = \text{Annual Management Fee Rate}_t \times \frac{D_{t,t-1}}{360} + \text{Daily Swap Rate}_t \times D_{t,t-1},$$

where:

"**Annual Management Fee Rate_t**" means the rate specified in the Final Terms, as may be amended by the Issuer from time to time as provided in the Operating Manual with effect from the fifth calendar day following the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**Daily Swap Rate_t**" means the Daily Swap Rate specified in the Final Terms, as may be amended from time to time by agreement between the Issuer and the Swap Provider as provided in the Swap Provider Agreement with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**D_{t,t-1}**" is the number of calendar days from but excluding $t-1$ to and including t .

"**R_t**", is calculated in accordance with one of the following formulae, depending on whether the Index is a "Leveraged Index" or "Non-Leveraged Index", as specified in the Final Terms.

(A) Non-Leveraged Index:

$$R_t = LF \times \left[\frac{I_t}{I_{t-1}} - 1 \right] + FBA_t; \text{ or}$$

(B) Leveraged Index:

$$R_t = \frac{I_t}{I_{t-1}} - 1 + FBA_t,$$

where, in each case:

"**LF**" is the applicable Product Leverage Factor, as specified in the Final Terms.

"**I_t**" is the Index Price in respect of t .

"**I_{t-1}**" is the Index Price in respect of $t-1$.

"**FBA_t**" is the daily Funding and Borrowing Adjustments on t , as calculated in accordance with the following formula:

$$FBA_t = IR_t + SBR_t + TTAX_t + ROC_t;$$

where:

"**IR_t**" is an amount calculated in accordance with the following formula:

$$IR_t = -(LF - 1) \times i_{t-1} \times \frac{D_{t,t-1}}{360}$$

"**SBR_t**" is an amount calculated in accordance with the following formula:

$$SBR_t = LF \times sbf_{t-1} \times \frac{D_{t,t-1}}{360}$$

"**TTAX_t**" is calculated in accordance with one of the following formulae, depending on whether the Index is a "Leveraged Index" or "Non-Leveraged", as specified in the Final Terms.

- (A) in respect of Fixed Income Securities or Currency Securities referencing a Non-Leveraged Index, TTAX_t shall be calculated in accordance with the following formula:

$$TTAX_t = -LF \times (LF - 1) \times \left| \frac{I_t}{I_{t-1}} - 1 \right| \times ttax_t$$

- (B) in respect of Fixed Income Securities or Currency Securities referencing a Leveraged Index, TTAX_t shall be calculated in accordance with the following formula:

$$TTAX_t = -|LF - 1| \times \left| \frac{I_t}{I_{t-1}} - 1 \right| \times ttax_t$$

"**ROC_t**" means an adjustment on account of the risk-free return on collateral in connection with a fully collateralised futures position, as determined in accordance with the following formula:

$$ROC_t = roc_{t-1} \times \frac{D_{t,t-1}}{360}$$

where:

"**ir_{t-1}**" is the applicable Interest Rate, as specified in the Final Terms and as defined in Annex D, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**sbrt-1**" is the applicable Stock Borrow Rate, as specified in the Final Terms and as defined in Annex D, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**ttax_t**" is the applicable Transaction Tax Rate, as specified in the Final Terms, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

"**roc-1**" is the applicable Return on Collateral, as specified in the Final Terms and as defined in Annex D, as may be amended by the Swap Provider from time to time as provided in the Operating Manual with effect from the day on which notice of such adjustment is given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice).

- 2.3 In order that the Price per ETP Security and the Index Unit Value in respect of any Valuation Date be equal, the Price per ETP Security shall be subject to the same adjustments and modifications as may be applied to the Index Unit Value pursuant to the terms of the Swap Transaction(s), as summarised in this paragraph 2 and in paragraphs 3 to 12 of this Annex C.

3. Consequences of a Severe Disruption Event

On any Valuation Date on which a Severe Disruption Event occurs, the Swap Provider may take the action described in (A) or (B) below:

- (A) postpone such Valuation Date (the "**Scheduled Valuation Date**") to the first succeeding Index Business Day that is not a Severely Disrupted Day unless each of the three Index Business Days immediately following the Scheduled Valuation Date is a Severely Disrupted Day. In that case the Swap Calculation Agent may elect to deem the third Index Business Day to be the Valuation Date, notwithstanding the fact that such day is a Severely Disrupted Day, and the Swap Calculation Agent shall calculate the level of the Index as of such third Index Business Day in accordance with the provisions of "*Consequences of an Index Modification*" described in paragraph 4 below; or
- (B) on any Currency Business Day from and including the first relevant Severely Disrupted Day in respect of the occurrence of the relevant Severe Disruption Event and provided that such Currency Business Day is also a Severely Disrupted Day, terminate the Swap Transaction upon written notice (a "**Transaction Early Termination Notice**") to the Issuer. Following such Transaction Early Termination Notice, the Swap Transaction will be terminated as of the date specified in the Swap Transaction Early Termination Notice, which may be the date of the Swap Transaction Early Termination Notice, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.
- (C) If, in the determination of the Swap Calculation Agent, an event occurs which could constitute an Index Disruption or a Severe Disruption Event, the Swap Calculation Agent will determine in its sole discretion whether to apply the provisions of this paragraph 3 or paragraph 6 and shall notify the Issuer of its determination as soon as reasonably practicable, but in no event later than 8:00a.m. (London time) on the Index Business Day immediately following the occurrence of such event.

4. Consequences of an Index Modification

Pursuant to the terms of each Swap Transaction, upon the occurrence of an Index Modification, the Swap Calculation Agent shall determine whether such Index Modification has a material effect on such Swap Transaction and, if so, may either:

- (A) request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate in order to preserve, so far as possible, alignment to the Swap Transaction as originally executed; or
- (B) calculate the Index Unit Value using, in lieu of the published level for that Index, the level for that Index as at that Valuation Date as calculated by the Swap Calculation Agent in accordance with the formula and method for calculating that Index last in effect prior to the change but using only those Index Components that comprised that Index immediately prior to the Index Modification and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate; or
- (C) if, at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index, or the Swap Calculation Agent has determined that no adjustments can be performed in accordance with paragraph (B) above, then the Swap Transaction will be cancelled on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

5. **Consequences of an Index Cancellation**

- 5.1 Pursuant to the terms of each Swap Transaction, in the event that an Index Cancellation has occurred, the Swap Calculation Agent shall request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate in order to preserve, so far as possible, alignment to the Swap Transaction as originally executed.
- 5.2 If, at the expiration of the Successor Index Determination Period or such other date as the parties may agree, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index, then the Swap Transaction shall be automatically terminated in whole on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

6. **Consequences of an Index Disruption**

Pursuant to the terms of each Swap Transaction, upon the occurrence of an Index Disruption on a Valuation Date, the Swap Calculation Agent shall determine whether such Index Disruption has a material effect on such Swap Transaction and, if so, may either:

- (A) request the Issuer to submit to the Swap Calculation Agent and the Swap Provider a successor index with a substantially similar strategy as the original Index, and upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate in order to preserve, so far as possible, alignment to the Swap Transaction as originally executed; or
- (B) calculate the Index Unit Value using, in lieu of the published level for that Index, the level for that Index as at that Valuation Date as calculated by the Swap Calculation Agent in accordance with the formula and method for calculating that Index last in effect prior to the change but using only those Index Components that comprised that Index immediately prior to the Index Disruption and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determine appropriate in order to preserve, so far as possible, alignment to the Swap Transaction as originally executed; or
- (C) if at the expiration of a five Business Day period following notification of the occurrence of the Index Disruption, no agreement has been reached amongst the Issuer, the Swap Provider and the Swap Calculation Agent as to the choice of a successor index or the Swap Calculation Agent has determined that no adjustments can be performed in accordance with paragraph (B) above, then the Swap Transaction shall terminate on such day and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

7. **Consequences of a Change in Law**

- 7.1 Pursuant to the terms of each Swap Transaction, upon or anticipating the imminent occurrence of a Change in Law the effect of which is as defined in sub-paragraph (X) of the definition thereof, the Swap Provider may elect to terminate such Swap Transaction:
- (A) upon providing at least two Index Business Days' notice to the Issuer specifying the date of such termination; or

- (B) if the Swap Provider determines in good faith and a commercially reasonable manner that a shorter notice period is required in order to remedy the effect of the occurrence of a Change in Law, immediately upon provision of notice to the Issuer specifying the date of termination,

and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

- 7.2 Pursuant to the terms of each Swap Transaction, upon or anticipating the imminent occurrence of a Change in Law the effect of which is as defined in sub-paragraph (Y) of the definition thereof, the affected party in respect of such Swap Transaction may propose to the other party an amendment to the Daily Swap Rate to reflect the increased cost in performing its obligations under the Swap Transaction resulting from such Change in Law. If the Issuer and the Swap Provider cannot agree to the proposed amendment to the Daily Swap Rate by 5:00p.m. (London time) on the fifth Currency Business Day following the proposal by the Swap Provider, the Swap Transaction shall terminate in whole and the Cancellation Amount will be payable by the Swap Provider to the Issuer. If the Issuer and the Swap Provider agree to amendment to the Daily Swap Rate prior to 5:00p.m. (London time) on the fifth Currency Business Day following its proposal by the Swap Provider, the Daily Swap Rate shall be reset as of such date with no further formalities required.

8. **Consequences of a Hedging Disruption**

- 8.1 Pursuant to the terms of each Swap Transaction, upon the occurrence of a Hedging Disruption the Swap Provider may elect, for so long as the Hedging Disruption is continuing, to (i) terminate the whole of such Swap Transaction, or (ii) (with the agreement of the Issuer) to terminate the Swap Transaction in part by reducing its notional amount, in either case upon providing at least two Currency Business Days' notice to the Issuer specifying the date of such termination, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.
- 8.2 In the event that the Issuer does not agree to a partial termination of the Swap Transaction, following the expiration of a one Currency Business Day period following notification of the occurrence of a Hedging Disruption by the Swap Provider and the Issuer's proposal to terminate the relevant Swap Transaction in part, the Swap Provider may immediately terminate the Swap Transaction in whole, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

9. **Consequences of Increased Cost of Hedging**

Upon the occurrence of an Increased Cost of Hedging, the Swap Provider may propose to the Issuer an amendment to the Daily Swap Rate reasonably necessary to reflect the increased cost in performing its obligations under the Swap Transaction resulting from the Increased Cost of Hedging. If the Issuer and the Swap Provider cannot agree to the proposed amendment to the Daily Swap Rate by 5:00p.m. London time on the fifth Currency Business Day following the proposal by the Swap Provider, the Swap Transaction will be cancelled and the Cancellation Amount will be payable by the Swap Provider to the Issuer. If the Issuer and the Swap Provider agree to the Daily Swap Rate prior to 5:00p.m. London time on the fifth Currency Business Day following its proposal by the Swap Provider, the Daily Swap Rate shall be reset as of such date with no further formalities required.

10. **Termination of Swap Transaction as a consequence of Additional Disruption Events**

Notwithstanding anything to the contrary in paragraphs 8 to 10 above, the Issuer and the Swap Provider have agreed that, to the extent deemed practicable by the party affected by the Additional Disruption Event, any right to terminate the Swap Transaction shall not be exercised by the party affected by the Additional Disruption Event earlier than five (5) Business Days, nor later than one Business Day prior to the beginning of a Redemption Unwind Period ending one Index Business Day before the Additional Disruption Event is due to become effective or impact such party. The amount payable as a result of such termination will be calculated as if the date on which such exercise occurred was the scheduled termination date.

11. **Consequences of a Restrike Event**

If the Final Terms specify that the "Restrike Event Provisions" are applicable, the below provisions will apply.

(A) **Restrike Event**

If a Restrike Event Trigger Time exists in respect of a Valuation Date during Standard Trading Hours, a "**Restrike Event**" shall be deemed to have occurred and such day shall be deemed to be a Restrike Day, unless the Restrike Event Trigger Time occurs at any time from and including the fifteenth minute before the Effective Valuation Time to the Effective Valuation Time, in which case it shall be disregarded. For the avoidance of doubt, there may be multiple Restrike Events on any Valuation Date but no Restrike Event shall be deemed to have occurred before the end of the Restrike Period of a prior Restrike Event.

The Price per ETP Security in respect of a Restrike Day shall be calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in accordance with the following formula:

$$P_t = (P_r - HA_r) \times \left[1 + LF \times \left(\frac{I_t}{I_r} - 1 \right) \right]$$

where:

"**P_r**" is the Restrike Price per ETP Security of such Restrike Day.

"**HA_r**" is the Hedging Adjustment (if applicable) associated with the Restrike Event (or, if more than one Restrike Events occurred on such a day, the last such Restrike Event).

"**LF**" is the Product Leverage Factor as specified in the Final Terms.

"**I_r**" is the Restrike Index Level for the Restrike Event (or, if more than one Restrike Events occurred on such a day, the last such Restrike Event).

"**I_t**" is the Index Price in respect of t.

"**t**" is such Restrike Day.

If, following the occurrence of any Restrike Event, the Restrike Price per ETP Security (accounting for the Hedging Adjustment (if applicable)) is less than or equal to zero, such amount shall be floored at zero.

(B) **Restrike Price per ETP Security**

"**Restrike Price per ETP Security**" means an amount in the Settlement Currency calculated by the Determination Agent (provided that all the information required to make such calculation has been provided to the Determination Agent by the Swap Calculation Agent) in respect of a Restrike Event as follows:

- (i) in relation to the first Restrike Event of a Restrike Day (or, if there is only one Restrike Event on such Restrike Day, such Restrike Event), by applying the formula for the calculation of the Price per ETP Security specified in paragraph 2.2 and replacing "I_t" with "I_r", where "I_r" is the Restrike Index Level for that Restrike Event; or
- (ii) in relation to any Restrike Event after the first Restrike Event of a Restrike Day, in accordance with the following formula:

$$P_r = (P_{r-1} - HA_{r-1}) \times \left[1 + LF \times \left(\frac{I_r}{I_{r-1}} - 1 \right) \right]$$

where:

" P_{r-1} " is the Restrike Price per ETP Security in respect of the immediately preceding Restrike Event.

" I_r " is the Restrike Index Level in respect of that Restrike Event.

" I_{r-1} " is the Restrike Index Level in respect of the immediately preceding Restrike Event.

" HA_{r-1} " is the Hedging Adjustment associated with the immediately preceding Restrike Event.

" LF " is the Product Leverage Factor as specified in the Final Terms.

ANNEX D: FUNDING AND BORROWING ADJUSTMENT RATES ANNEX

"Interest Rate", "Funding Spread", "Stock Borrow Rate" and "Return on Collateral" shall have the meanings set out below as specified in each Transaction Supplement:

"1Yr US LIBOR-OIS Spread" means, in respect of a day, the average of the excess of (i) 1Yr US LIBOR rate over (ii) 1Yr USD Overnight Indexed Swap (OIS) rate, calculated over each of the 5 currency business days following the 15th day of the calendar month immediately preceding the calendar month of such day.

"1Yr EURIBOR-OIS Spread" means, in respect of a day, the average of the excess of (i) 1Yr EURIBOR rate over (ii) 1Yr EUR Swap (EONIA) rate, calculated over each of the 5 currency business days following the 15th day of the calendar month immediately preceding the calendar month of such day.

"1Yr UK LIBOR-OIS Spread" means, in respect of a day, the average of the excess of (i) 1Yr UK LIBOR rate over (ii) 1Yr GBP Swap (SONIA) rate, calculated over each of the 5 currency business days following the 15th day of the calendar month immediately preceding the calendar month of such day.

"1 Yr HIBOR-OIS Spread" means, in respect of a day, the average of the excess of (i) 1Yr HIBOR rate over (ii) 1Yr HKD OIS rate, calculated over each of the 5 currency business days following the 15th day of the calendar month immediately preceding the calendar month of such day.

"1Yr JPY LIBOR-OIS" means, in respect of each day, the rate that appears on Bloomberg page JYOISP1 Curncy INDEX, calculated over each of the 5 currency business days following the 15th day of the calendar month immediately preceding the calendar month of such day, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr US LIBOR" means on any day, the rate for deposits in U.S. dollars for a period of 12 months which appears on Bloomberg page US0012M INDEX for that day, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr UK LIBOR" means, in respect of a day, the rate for deposits in pounds sterling for a period of 12 months which appears on Bloomberg Page BP0012M INDEX for that day, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr EURIBOR" means, in respect of a day, the rate for deposits in euro for a period of 12 months which appears on Bloomberg Page EUR012M INDEX for that day, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr HIBOR" means, in respect of a day, the rate for deposits in Hong-Kong dollar for a period of 12 months which appears on Bloomberg Page HIHD12M INDEX for that day, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr USD Overnight Indexed Swap (OIS)" means, in respect of a day, the fixed leg interest rate of the fixed/floating interest rate swap with the floating leg computed using the Fed Funds Effective Rate, which appears as the closing value for such day on Bloomberg page USSO1 CURRENCY HP, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr EUR Swap (EONIA)" means, in respect of a day, the fixed leg interest rate of the fixed/floating interest rate swap with the floating leg computed using the EONIA, which appears as the closing value for such day on Bloomberg page EUSWE1 CURRENCY HP, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr GBP Swap (SONIA)" means, in respect of a day, the fixed leg interest rate of the fixed/floating interest rate swap with the floating leg computed using the SONIA, which appears as the closing value for such day on Bloomberg page BPSWS1 CURRENCY HP, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"1Yr HKD OIS" means, in respect of a day, the fixed leg interest rate of the fixed/floating interest rate swap with the floating leg computed using the relevant Hong Kong Dollar OIS reference rate, which appears as the closing value for such day on Bloomberg page HDSO1 CURRENCY HP, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"EONIA" means, in respect of a day, the overnight rate as calculated by the European Central Bank and appearing on Reuters Screen EONIA Page, Bloomberg page EONIA Index or any substituted publication and/or page therefor in respect of that day or the immediately preceding day for which it had a value, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"Funding Spread" means, in respect of a Class of ETP Securities and a day, any of "Not Applicable" or (1) 1Yr US LIBOR-OIS Spread, (2) 1Yr EURIBOR–OIS Spread, (3) 1Yr UK LIBOR-OIS Spread, (4) 1Yr HIBOR-OIS Spread or (5) 1Yr JPY LIBOR-OIS, on such day, as specified as applicable to such Class in the applicable Final Terms.

"Fed Funds Effective Rate" means, in respect of a day, the rate of interest (expressed as an annual rate) as published in Federal Reserve Statistical Release H.15 (519) or Reuters Screen FEDFUNDS 1 Page or Bloomberg Page FEDL01 INDEX or any substituted publication therefor, charged for federal funds (dollars in immediately available funds borrowed by banks on an overnight unsecured basis) on that day or the immediately preceding day for which it had a value, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate

"Interest Rate" means, in respect of a Class of ETP Securities and a day, any of "Not Applicable" or (1) Fed Funds Effective Rate, (2) EONIA, (3) SONIA, (4) Overnight HIBOR or (5) Overnight JPY on such day, as specified as applicable to such Class in the applicable Final Terms.

"Overnight HIBOR" means, on any day, the overnight rate for deposits in Hong Kong Dollar which appears on Bloomberg Page HIHDO/N Index for that day or the immediately preceding day for which it had a value, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"Overnight JPY" means, on any day, the overnight rate as published by the Brokers Association which appears on Bloomberg Page DYENCALM Index for that day, or, if not available, ascertained from any other source as the Swap Calculation Agent may deem appropriate.

"Return on Collateral" means, in respect of a day, any of "Not Applicable" or (1) Fed Funds Effective Rate, (2) EONIA, (3) SONIA, (4) Overnight HIBOR or (5) Overnight JPY on such day, as specified in the applicable Final Terms.

"Stock Borrow Rate" means, in respect of a Class of ETP Securities, the rate which is specified in the applicable Final Terms, and may change from time to time.

"SONIA" means the overnight rate as calculated by the Wholesale Markets Brokers' Association and appearing on the Reuters Screen SONIA Page or any substituted publication and/or page therefor in respect of that day, if that day is a London Business Day, or, in respect of the London Business Day immediately preceding that day, if that day is not a London Business Day.

SECOND MASTER TRUST DEED SUPPLEMENT

EXECUTION PAGE



The Issuer

Signed and delivered as a deed)
for and on behalf of)
BOOST ISSUER PUBLIC LIMITED COMPANY)
by its duly authorised attorney)

[Redacted signature]

Duly authorised attorney

In the presence of:

Witness's signature: [Redacted]

Name: [Redacted]

Address: [Redacted]

Notice details in respect of the Issuer

Boost Issuer Public Limited Company
2 Grand Canal Square
Grand Canal Harbour
Dublin 2
Ireland

Telephone: [Redacted]
Fax: [Redacted]
Email: [Redacted]
Attention: The Directors (Boost Issuer Public Company Limited)

The Manager

Executed as a deed by **BOOST MANAGEMENT LIMITED**

By:

By:

SECOND MASTER TRUST DEED SUPPLEMENT

EXECUTION PAGE

The Issuer

Signed and delivered as a deed)
for and on behalf of)
BOOST ISSUER PUBLIC LIMITED COMPANY)
by its duly authorised attorney)

Duly authorised attorney

In the presence of:

Witness's signature:

Name:

Address:

Notice details in respect of the Issuer

Boost Issuer Public Limited Company
2 Grand Canal Square
Grand Canal Harbour
Dublin 2
Ireland

Telephone:

Fax:

Email:

Attention:

[Redacted]
[Redacted]
[Redacted] a [Redacted]
The Directors (Boost Issuer Public Company Limited)

The Manager

Executed as a deed by **BOOST MANAGEMENT LIMITED**

By:

[Redacted Signature]

By:

[Redacted Signature]

Notice details in respect of the Manager

BOOST MANAGEMENT LIMITED
12 Castle Street
St Helier
Jersey JE2 3RT

Telephone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]
Attention: Aidan O'Flanagan

The Trustee

Executed as a deed by
THE LAW DEBENTURE TRUST CORPORATION P.L.C.

By: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Director Secretary,

Representing Law Debenture Corporate Services Limited

Notice details in respect of the Trustee

The Law Debenture Trust Corporation p.l.c.
Fifth Floor, 100 Wood Street, London EC2V 7EX
Attn: The Manager, Commercial Trusts (Trust Code: [REDACTED])
[REDACTED] [REDACTED] [REDACTED] [REDACTED]