



## **ETFS Hedged Commodity Securities Limited**

*(Incorporated and registered in Jersey under the Companies  
(Jersey) Law 1991 (as amended) with registered number 109413)*

*Prospectus for the issue of*

## **Currency-Hedged Commodity Securities**

comprising:

**Australian Dollar Classic Currency-Hedged Commodity Securities**  
**Euro Classic Currency-Hedged Commodity Securities**  
**Sterling Classic Currency-Hedged Commodity Securities**  
**Australian Dollar Longer Dated Currency-Hedged Commodity Securities**  
**Euro Longer Dated Currency-Hedged Commodity Securities**  
and  
**Sterling Longer Dated Currency-Hedged Commodity Securities**

### ***What is this document?***

This document (the "**Prospectus**") constitutes a base prospectus in compliance with Article 3 of Directive 2003/71/EC and the prospectus rules made under sections 73A and 84 of the Financial Services and Markets Act 2000, as amended as at the date hereof, and is issued in respect of the programme for the issue of Currency-Hedged Commodity Securities in the form of classic or longer dated, individual or index securities (the "**Currency-Hedged Commodity Securities**") by ETFS Hedged Commodity Securities Limited (the "**Issuer**").

It is important that an investor carefully reads, considers and understands this Prospectus before making any investment in Currency-Hedged Commodity Securities.

This Prospectus is valid for one year and may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it.

Terms used in this Prospectus have the meanings given to them under the heading "Definitions and Interpretation".

### ***What securities are being issued pursuant to this Prospectus?***

This Prospectus relates to the issue of Currency-Hedged Commodity Securities which are undated secured limited recourse debt securities of the Issuer. Currency-Hedged Commodity Securities are designed to enable investors to gain exposure to daily changes in indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts and for which the effects of foreign exchange risk are hedged.

**An investment in Currency-Hedged Commodity Securities involves a significant degree of risk and investors may lose some or all of their investment. It should be remembered that the value of the Currency-Hedged Commodity Securities can go down as well as up.**

**Currency-Hedged Commodity Securities are complex, structured products involving a significant degree of risk and may not be suitable or appropriate for all types of investor. It is advisable that any person wishing to invest seeks appropriate financial, tax and other advice from an independent financial advisor with appropriate regulatory authorisation and qualifications and an investment in Currency-Hedged Commodity Securities is only suitable for persons who understand the economic risk of an investment in Currency-Hedged Commodity Securities and are able to bear the risk for an indefinite period of time. A prospective investor should be aware that the value of their entire investment or part of their investment in Currency-Hedged Commodity Securities may be lost.**

***What is in this Prospectus?***

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

The rights attaching to the Currency-Hedged Commodity Securities are contained in the Conditions under the heading “The Conditions” in Part 7 (*Trust Instrument and Currency-Hedged Commodity Securities*) and are completed by the Final Terms specific to a particular issue of Currency-Hedged Commodity Securities which will be published and delivered to the Central Bank and the UK Listing Authority before such Currency-Hedged Commodity Securities are issued.

Worked examples of how an investor can calculate the value of their investment are set out in Part 2 (*How does a Security Holder determine the value of their investment?*).

Also set out in this Prospectus are details of the structure of the Programme, the key parties to the Programme, the terms of any material contracts of the Issuer, details of the tax treatment of a holding of Currency-Hedged Commodity Securities in certain jurisdictions and details of the risk factors relating to an investment in Currency-Hedged Commodity Securities.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

***What information is included in the Final Terms?***

The Final Terms set out information specific to the Currency-Hedged Commodity Securities to which they relate, including the class and number of Currency-Hedged Commodity Securities to be issued and the issue price applicable to the Currency-Hedged Commodity Securities to be issued.

***What other information should a prospective investor consider?***

Certain of the information in this Prospectus is incorporated by reference. This means that it is not set out in the document but instead has been made publicly available elsewhere for reference by investors and prospective investors.

Prospective investors should ensure that they review the Prospectus (including any information that has been incorporated by reference) and the Final Terms.

A copy of this Prospectus (including any documents incorporated by reference) and any Final Terms issued are available at <https://www.wisdomtree.eu>

**Programme for the Issue of**  
**Currency-Hedged Commodity Securities**  
**Important Information**

**A. Approvals**

A copy of this document, which comprises a base prospectus relating to the Currency-Hedged Commodity Securities of each class and any further individual securities or index securities that may be created and made available for issue as referred to in paragraph 5 of Part 13 (*Additional Information*) in compliance with Article 3 of Directive 2003/71/EC, as in force as at the date hereof, and the prospectus rules (the “**Prospectus Rules**”) made under sections 73A and 84 of the Financial Services and Markets Act 2000, as amended as at the date hereof, has been filed with the FCA and has been made available to the public for the purposes of section 85 of that Act and in accordance with Article 14 of Directive 2003/71/EC and Rule PR3.2 of the Prospectus Rules. Currency-Hedged Commodity Securities will be available to be issued on a continuous basis during the period of 12 months from the date of this document. A prospective investor should be aware that compensation will not be available under the UK Financial Services Compensation Scheme in respect of the issuance of this Prospectus by the Issuer or any other action taken by the Issuer.

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds — Prospectuses) (Jersey) Order 2012.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law 1988, as amended (the “**CIF Law**”) to enable it to undertake its functions in relation to the Currency-Hedged Commodity Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended (the “**Financial Services Law**”) to enable it to undertake its functions in relation to the Currency-Hedged Commodity Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Issuer or for the correctness of any statements made or expressed in this Prospectus.

Currency-Hedged Commodity Securities have not been and will not be registered under the United States Securities Act of 1933 as amended (the “**Securities Act**”), or under the securities laws of any states of the United States. Currency-Hedged Commodity Securities may not be directly or indirectly offered, sold, taken up, delivered or transferred in or into the United States or to any U.S. person (as defined in Regulation S under the Securities Act) (a “**US Person**”). The Issuer has not registered, and does not intend to register, as an investment company under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”). Accordingly, Currency-Hedged Commodity Securities may not be offered, sold, pledged or otherwise transferred or delivered within the United States or to, or for the account or benefit of, any US Person. Currency-Hedged Commodity Securities offered and sold outside the United States may be offered to persons who are not US Persons in reliance upon Regulation S under the Securities Act. Each of the Authorised Participants has, pursuant to its Authorised Participant Agreement with the Issuer, undertaken not to offer or sell the Currency-Hedged Commodity Securities within the United States or to any US Person, nor will it engage in any “directed selling efforts” (as such term is defined by Regulation S under the Securities Act) with respect to the Currency-Hedged Commodity Securities.

Prohibited US Persons and Prohibited Benefit Plan Investors who notwithstanding the foregoing acquire Currency-Hedged Commodity Securities should note the provisions in the Conditions under the heading “Compulsory Redemption by the Issuer or Trustee” (Condition 8) in Part 7 (*Trust Instrument and Currency-Hedged Commodity Securities*).

## **B. Listing and Trading**

Application has been made to the UK Listing Authority for all Currency-Hedged Commodity Securities issued within 12 months of the date of this document to be admitted to the Official List, and to the London Stock Exchange for all such Currency-Hedged Commodity Securities to be admitted to trading on the Main Market of the London Stock Exchange (being part of the London Stock Exchange's Regulated Market for the purposes of EU Directive 2014/65/EU (the Markets in Financial Instruments Directive), as amended).

Certain of the Currency-Hedged Commodity Securities are also listed or traded on certain other markets — see “Listing” in Part 6 (*The Programme*).

## **C. Responsibility and No Investment Advice**

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

**Nothing in this document or anything communicated to holders or potential holders of the Currency-Hedged Commodity Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for the Currency-Hedged Commodity Securities or the exercise of any rights attached thereto for the purposes of the Jersey Financial Services Law 1988.**

None of Bloomberg, UBS Securities, MLI, Bank of America Corporation, (“**BAC**”), CGML or Citigroup Global Markets Holdings Inc. (“**CGMH**”) has separately verified the information contained or incorporated by reference in this Prospectus. No representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted by Bloomberg, UBS Securities, MLI, BAC, CGML or CGMH as to the accuracy or completeness of any information contained in this Prospectus or any other information supplied in connection with Currency-Hedged Commodity Securities or their distribution. Each person applying for Currency-Hedged Commodity Securities in accordance with this Prospectus acknowledges that (i) such person has not relied on Bloomberg, UBS Securities, MLI, BAC, CGML or CGMH, nor on any person affiliated with any of them in connection with its investment decision or its investigation of the accuracy of the information contained herein; (ii) Currency-Hedged Commodity Securities are direct, limited recourse obligations of the Issuer alone and not obligations of Bloomberg, UBS Securities or any other member of the UBS Group, MLI or any other member of the BAC Group or CGML or any other member of the Citigroup Group; and (iii) the obligations of the Issuer to Security Holders under the Currency-Hedged Commodity Securities are not guaranteed by Bloomberg, UBS Securities or any other member of the UBS Group, MLI or any other member of the BAC Group or CGML or any other member of the Citigroup Group. None of the Issuer, the Trustee, the Authorised Participants and the Security Holders are, by virtue of any of the activities of Bloomberg, any member of the UBS Group, any member of the BAC Group or any member of the Citigroup Group in connection with Commodity Contracts, clients or customers of Bloomberg, any member of the UBS Group, any member of the BAC Group or any member of the Citigroup Group for the purpose of the FCA Handbook.

The Authorised Participants have not separately verified the information contained or incorporated by reference in this Prospectus. None of the Authorised Participants makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or for the suitability of Currency-Hedged Commodity Securities for any investor. None of the Authorised Participants undertakes to review the financial condition or affairs of the Issuer during the life of the Programme nor to advise any investor or potential investor in the Currency-Hedged Commodity Securities of any information coming to the attention of any of the Authorised Participants.

Neither this Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase Currency-Hedged Commodity Securities or any other securities issued by the Issuer and should not be considered as a recommendation by the Issuer, the Authorised Participants, Bloomberg, UBS Securities, MLI, BAC, CGML or CGMH or any of them that any recipient of this Prospectus or any Final Terms should subscribe for or purchase Currency-Hedged Commodity Securities. Each person contemplating making an investment in Currency-Hedged Commodity Securities must make its own

investigation and analysis of the creditworthiness of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment, and it is advisable that such persons obtain their own independent accounting, tax and legal advice and consult their own professional investment advisers to ascertain the suitability of Currency-Hedged Commodity Securities as an investment, and conduct such independent investigation and analysis regarding the risks, security arrangements and cash-flows associated with Currency-Hedged Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Currency-Hedged Commodity Securities. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in Currency-Hedged Commodity Securities should consult its independent professional advisers.

#### **D. Investors to Make Their Own Assessment**

Prospective Security Holders may wish to obtain their own independent accounting, tax and legal advice and may wish to consult their own professional investment advisers to ascertain the suitability of Currency-Hedged Commodity Securities as an investment. Prospective Security Holders may wish to conduct such independent investigation and analysis regarding the risks, security arrangements, delivery processes and cash-flows associated with Currency-Hedged Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Currency-Hedged Commodity Securities.

#### **E. Supplementary Prospectus**

If at any time the Issuer shall be required to prepare a supplementary prospectus pursuant to section 87G of FSMA, the Issuer will either prepare and make available an appropriate amendment or supplement to this document which shall constitute a supplementary prospectus as required by section 87G of that Act or prepare and make available a further base prospectus in compliance with Article 3 of Directive 2003/71/EC and the Prospectus Rules.

## TABLE OF CONTENTS

This table sets out the contents of this Prospectus together with an outline description of the contents of each section and is intended as a guide to help a prospective investor to navigate their way around this Prospectus.

Each section should be carefully considered by a prospective investor before deciding whether to invest in Currency-Hedged Commodity Securities.

<i>Section of Prospectus</i>	<i>Page</i>	<i>What is covered by this section</i>
Summary	10	<i>This section sets out in a grid format standard information which is arranged under standard headings and is required to be included in a prospectus summary for this type of product. It also provides the form of the Issue Specific Summary which will be completed and attached to the form of Final Terms (either in the form contained within this Prospectus at Annex 3 to be issued each time the Issuer has issued securities to a securities house or other market professional approved by the Issuer and which has entered into an agreement with the Issuer in relation to Currency-Hedged Commodity Securities or Annex 4 to be issued each time the Issuer has issued securities to the public pursuant to a public offer).</i>
Risk Factors	28	<i>This section sets out the material risks known to the Issuer associated with an investment in Currency-Hedged Commodity Securities and should be carefully considered by a prospective investor.</i>
Frequently Asked Questions	45	<i>This section addresses a list of frequently asked questions about the Currency-Hedged Commodity Securities.</i>
Classes of Currency-Hedged Commodity Securities	50	<i>This section sets out a list of classes of Currency-Hedged Commodity Securities that the Issuer is currently making available for issue.</i>
Licences Granted to the Issuer	52	<i>This section provides information on the licences granted to the Issuer by UBS Securities LLC and Bloomberg Finance L.P.</i>
Definitions and Interpretation	53	<i>This section sets out the definitions that apply throughout this Prospectus.</i>
Directors, Secretary and Advisers	84	<i>This section sets out the names and business addresses of directors of the Issuer and of the entities which provide services and legal advice to the Issuer.</i>
Documents Incorporated by Reference	87	<i>This section details the documents incorporated into this Prospectus by reference and details where copies of these documents can be found. These documents are part of this Prospectus and should be carefully considered by a potential investor.</i>
Part 1    General	88	<i>This section provides a description of the Currency-Hedged Commodity Securities and the role of the different parties in the structure of the offering.</i>

Part 2	How does a Security Holder determine the value of their investment?	99	<i>This section sets out how an investor can work out the value of their investment and provides the relevant formulae and worked examples.</i>
Part 3	The Bloomberg Commodity Index Family	102	<i>This section provides an overview of the indices tracked by Currency-Hedged Commodity Securities and information relating to the simulated historical returns of the Currency-Hedged Commodity Securities to help investors evaluate the past performance of the Currency-Hedged Commodity Securities.</i>
Part 4	Description of Currency-Hedged Commodity Securities	112	<i>This section provides a description of the Currency-Hedged Commodity Securities as well as details of the rights attached to the Currency-Hedged Commodity Securities, how the price of each Currency-Hedged Commodity Security is calculated and details of how Currency-Hedged Commodity Securities can be redeemed.</i>
Part 5	Description of Facility Agreements and Commodity Contracts	123	<i>This section provides a description of the Facility Agreements and the Commodity Contracts by which the Currency-Hedged Commodity Securities are backed.</i>
Part 6	The Programme	134	<i>This section provides information on where this Prospectus has been passported to allow the public offer of the Currency-Hedged Commodity Securities to take place and provides information on the settlement and delivery process on each of the exchanges where Currency-Hedged Commodity Securities are admitted to trading.</i>
Part 7	Trust Instrument and Currency-Hedged Commodity Securities	139	<i>This section gives details of the main constitutive document in respect of the Currency-Hedged Commodity Securities — the Trust Instrument — and sets out the details of the approval of the issue of the Currency-Hedged Commodity Securities. It includes an extract from the Trust Instrument under the heading “The Conditions” which sets out the terms and conditions which apply to the Currency-Hedged Commodity Securities. This extract is drafted in legal language as it is taken directly from the Trust Instrument but information on how the terms and conditions apply to Security Holders is contained throughout this Prospectus, including in Part 4 (Description of Currency-Hedged Commodity Securities).</i>
Part 8	Particulars of the Security Deed	194	<i>The Security Deed creates security over, and gives investors (through the Trustee) rights to, the underlying assets relating to each class of security. This section contains details of the terms of the rights granted by the Security Deed and when these rights become enforceable.</i>
Part 9	Commodities, Commodity and Futures Markets, and Exchanges	196	<i>This section provides an overview of the commodities, commodity and futures markets, and exchanges to help an investor decide whether an investment in a product which provides exposure to daily changes in commodity futures indices is appropriate for them.</i>

Part 10	Global Bearer Certificates	204	<i>This section contains an English translation of the German text of the German Global Bearer Certificates, which is set out in Annex 1 and which is only relevant to investors wishing to purchase Currency-Hedged Commodity Securities on the Frankfurt Stock Exchange.</i>
Part 11	Particulars of the Commodity Contract Counterparties	207	<i>This section contains details relating to Merrill Lynch International (“MLI”) and Citigroup Global Markets Limited (“CGML”), with each of whom the Issuer has entered into an agreement to purchase Commodity Contracts, and of Bank of America Corporation, which guarantees MLI’s payments under the MLI Facility Agreement and Citigroup Global Markets Holdings Inc., which guarantees CGML’s payments under the CGML Facility Agreement.</i>
Part 12	Taxation	209	<i>This section sets out the tax treatment of holding Currency-Hedged Commodity Securities in the UK and Jersey and in each of the European jurisdictions in which the Currency-Hedged Commodity Securities are available for public offer.</i>
Part 13	Additional Information	243	<i>This section sets out further information on the Issuer which the Issuer believes a potential investor will want to be aware of or which the Issuer is required to include under applicable rules. This section also includes details of the material contracts relating to the Currency-Hedged Commodity Securities, other than the Trust Instrument, which is covered in Part 7, the Security Deed, which is covered in Part 8, and the Facility Agreements and Commodity Contracts, Security Agreements, Control Agreements and Guarantees, which are covered in Part 5.</i>
Annex 1	Form of the Global Bearer Certificates	261	<i>This section sets out the form of the German Global Bearer Certificates, which is only relevant to investors wishing to purchase Currency-Hedged Commodity Securities on the Frankfurt Stock Exchange. The English translation of this text is included in Part 10 of this Prospectus.</i>
Annex 2	Text of the Conditions of the Global Bearer Certificates	262	<i>This section sets out the German text of the conditions of the German Global Bearer Certificates, which is only relevant to investors wishing to purchase Currency-Hedged Commodity Securities on the Frankfurt Stock Exchange. The English translation of this text is contained in Part 10 of this Prospectus.</i>
Annex 3	Form of Final Terms	265	<i>This section sets out the form of Final Terms which the Issuer will publish when it has issued Currency-Hedged Commodity Securities to a securities house or other market professional approved by the Issuer and which has entered into an agreement with the Issuer in relation to Currency-Hedged Commodity Securities. This details the class and number of Currency-Hedged Commodity Securities and other relevant information applicable to the issue and</i>



			<p><i>when completed will also include an issue specific summary which is taken from the summary included in this document and adjusted to be relevant only to the Currency-Hedged Commodity Securities issued under the Final Terms. Each time that Currency-Hedged Commodity Securities are issued by the Issuer, a Final Terms document is prepared by the Issuer and submitted to the FCA and notified to the competent authority in each European jurisdiction into which the product is passported. Completed Final Terms documents are available on the website of the Issuer at <a href="https://www.wisdomtree.eu">https://www.wisdomtree.eu</a></i></p>
Annex 4	Form of Final Terms — Public Offers	267	<p><i>This section sets out the form of Final Terms which the Issuer will publish if it issues any Currency-Hedged Commodity Securities to the public pursuant to a public offer rather than to a securities house or other market professional (as set out at Annex 3). This details the class and number of Currency-Hedged Commodity Securities and other relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary included in this document and adjusted to be relevant only to the Currency-Hedged Commodity Securities issued under the Final Terms. Each time that Currency-Hedged Commodity Securities are issued by the Issuer, a Final Terms document is prepared by the Issuer and submitted to the FCA and notified to the competent authority in each European jurisdiction into which the product is passported. Completed Final Terms documents are available on the website of the Issuer at <a href="https://www.wisdomtree.eu">https://www.wisdomtree.eu</a></i></p>

## SUMMARY

### ETFS Hedged Commodity Securities Limited

#### Prospectus Summary

#### Base Prospectus 31 May 2019 for the Issue of Currency-Hedged Commodity Securities

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted into the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

Section A – Introduction and Warnings		
A.1	Standard warning disclosure	<ul style="list-style-type: none"><li>• This summary should be read as an introduction to the base prospectus of ETFS Hedged Commodity Securities Limited (the “<b>Issuer</b>”) relating to the programme for the issue of Currency-Hedged Commodity Securities dated 31 May 2019 (the “<b>Prospectus</b>”).</li><li>• Any decision to invest in the Currency-Hedged Commodity Securities should be based on consideration of the Prospectus as a whole by the investor.</li><li>• Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.</li><li>• Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Currency-Hedged Commodity Securities.</li></ul>
A.2	Disclosure of consent for use of the Prospectus for subsequent resale or final placement of securities by financial intermediaries	The Issuer has consented to the use of the Prospectus, and has accepted responsibility for the content of the Prospectus, with respect to subsequent resale or final placement by way of public offer of the Currency-Hedged Commodity Securities (as described below) in any of Austria, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Spain, Sweden and the United Kingdom by any financial intermediary which is an investment firm within the meaning of the Markets in Financial Instruments Directive 2014/65/EU, as amended (“ <b>MiFID II</b> ”) and which is authorised in accordance with MiFID II in any member state. Such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the

		<p>date of the Prospectus, unless such consent is withdrawn prior to that date by notice published on the Issuer's website. Other than the right of the Issuer to withdraw the consent, no other conditions are attached to the consent described in this paragraph.</p> <p><b>In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made. Any financial intermediary using the Prospectus for the purpose of any offering must state on its website that it uses the Prospectus in accordance with the consent given and the conditions attached thereto.</b></p> <p>It is a condition of this consent that, where the financial intermediary wishes to resell or make a final placement by way of public offer of the Currency-Hedged Commodity Securities, such financial intermediary may not reuse the Prospectus for such purpose unless it is in specific agreed jurisdictions during a specified offer period. The financial intermediary may not otherwise reuse the Prospectus to sell Currency-Hedged Commodity Securities.</p> <p><b>In the event of a public offer in one or more Public Offer Jurisdictions identified in the Final Terms, the Currency-Hedged Commodity Securities may be offered and sold to persons in the relevant Public Offer Jurisdiction who are legally eligible to participate in a public offering of such securities in such jurisdiction under applicable laws and regulations.</b></p> <p>The Issuer has not authorised, nor does it authorise, the making of any offer of Currency-Hedged Commodity Securities in any other circumstances.</p> <p><b>Issue Specific Summary:</b></p> <p>Public Offer Jurisdiction(s): •</p> <p>Offer Period: •</p>
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<b>Section B – Issuer</b>		
B.1	Legal and commercial name	ETFS Hedged Commodity Securities Limited (the “ <b>Issuer</b> ”).
B.2	Domicile/Legal form/Legislation/Country of incorporation	The Issuer is a public company incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 109413.
B.16	Direct/indirect control of the Issuer	The shares in the Issuer are held entirely by ETFS Holdings (Jersey) Limited (“ <b>HoldCo</b> ”), a holding company incorporated in Jersey. The shares in HoldCo are ultimately owned by WisdomTree Investments, Inc. The Issuer is neither directly or indirectly owned or controlled by any other party to the programme.
B.17	Issuer credit ratings	Not applicable – the Issuer has not been assigned a credit rating and it is not intended that any Currency-Hedged Commodity Securities will be assigned credit ratings.
B.20	Special purpose vehicle	The Issuer has been established as a special purpose vehicle for the purpose of issuing debt securities.

B.21	Principal activities and overview of the parties	<p>The principal activity of the Issuer is issuing several classes of debt security backed by derivative contracts linked to commodity indices which (before fees and expenses) provide exposure to the daily changes in such commodity indices. Pursuant to this Prospectus, the Issuer is issuing debt securities (the “<b>Currency-Hedged Commodity Securities</b>”) which (before fees and expenses) provide exposure to movements in specified commodity indices calculated and published by Bloomberg L.P. and/or Bloomberg Finance L.P. and/or an affiliate of either of them (together “<b>Bloomberg</b>”) (the “<b>Bloomberg Commodity Indices</b>” and each a “<b>Bloomberg Commodity Index</b>”). The Bloomberg Commodity Indices track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts for which the effects of foreign exchange risks are hedged. Prior to and including 30 June 2014, the Bloomberg Commodity Indices were calculated and published by CME Group Index Services LLC in conjunction with UBS Securities LLC and were known as the Dow Jones – UBS Commodity Indices<sup>SM</sup>. The Issuer has established a programme under which different classes of Currency-Hedged Commodity Securities may be issued from time to time.</p> <p>The Issuer gains exposure to the daily change in the level of the Bloomberg Commodity Indices by entering into fully funded collateralised derivative contracts (the “<b>Commodity Contracts</b>”) with Merrill Lynch International (“<b>MLI</b>”) and Citigroup Global Markets Limited (“<b>CGML</b>”). Together, MLI and CGML are known as the “<b>Commodity Contract Counterparties</b>”. The terms of the Commodity Contracts purchased or to be purchased by the Issuer are governed by (i) an agreement entitled “Facility Agreement relating to Currency-Hedged Commodity Contracts” (the “<b>MLI Facility Agreement</b>”) between the Issuer and MLI dated 23 February 2012 and (ii) an agreement entitled “Facility Agreement relating to Currency-Hedged Commodity Contracts” (the “<b>CGML Facility Agreement</b>”) between the Issuer and CGML dated 29 June 2017 (each a “<b>Facility Agreement</b>” and together the “<b>Facility Agreements</b>”). The payment obligations of MLI under the MLI Facility Agreement are supported by a guarantee (the “<b>BAC Guarantee</b>”) from Bank of America Corporation (“<b>BAC</b>”) granted in favour of the Issuer and the payment obligations of CGML under the CGML Facility Agreement are supported by a guarantee (the “<b>Citigroup Guarantee</b>”) from Citigroup Global Markets Holdings Inc. (“<b>CGMH</b>”), each granted in favour of the Issuer.</p> <p>The obligations of the Commodity Contract Counterparties to the Issuer under Commodity Contracts are secured by collateral provided by the Commodity Contract Counterparties (the “<b>Collateral</b>”) and held in accounts in the names of the Commodity Contract Counterparties at The Bank of New York Mellon (“<b>BNYM</b>”). Pursuant to (i) a security agreement between MLI and the Issuer dated 23 February 2012 (“<b>MLI Security Agreement</b>”) and a control agreement between BNYM, MLI and the Issuer dated 23 February 2012 (“<b>MLI Control Agreement</b>”); and (ii) a security agreement between CGML and the Issuer dated 29 June 2017 (“<b>CGML Security Agreement</b>”) and a control agreement between BNYM, CGML and the Issuer dated 29 June 2017 (“<b>CGML Control Agreement</b>”), MLI and CGML are required to transfer to a collateral account, securities and obligations to the value of the</p>
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		<p>Issuer's total exposure under the Commodity Contracts to MLI or CGML (as applicable). The collateral held is adjusted daily to reflect the value of the relevant Commodity Contracts.</p> <p>Currency-Hedged Commodity Securities can be issued to and required to be redeemed on a daily basis by financial institutions ("<b>Authorised Participants</b>") who (i) have entered into an agreement entitled "<b>Authorised Participant Agreement</b>" with the Issuer; (ii) have certified to the Issuer as to their status under the Financial Services and Markets Act 2000 ("<b>FSMA</b>"); and (iii) (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) have entered into a corresponding agreement entitled "<b>Direct Agreement</b>" with at least one Commodity Contract Counterparty and which have not been notified by that Commodity Contract Counterparty that it is not an unacceptable authorised participant in respect of that Commodity Contract Counterparty. Other holders of Currency-Hedged Commodity Securities may also redeem Currency-Hedged Commodity Securities if there are no Authorised Participants or if the Issuer otherwise announces. All other parties may buy and sell Currency-Hedged Commodity Securities through trading on an exchange or market on which the Currency-Hedged Commodity Securities are admitted to trading.</p> <p>Currency-Hedged Commodity Securities are constituted under an agreement entitled the "<b>Trust Instrument</b>" between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee (the "<b>Trustee</b>") of all rights and entitlements under the Trust Instrument for any person identified on the registers as holding the Currency-Hedged Commodity Securities (the "<b>Security Holders</b>").</p> <p>The Issuer and the Trustee have entered into a document entitled "<b>Security Deed</b>" which covers each pool of assets attributable to any class of Currency-Hedged Commodity Securities (each a "<b>Pool</b>") and the rights and entitlements held by the Trustee under the Security Deed are held by the Trustee on trust for the Security Holders of the relevant class of Currency-Hedged Commodity Security.</p> <p>ETFS Management Company (Jersey) Limited ("<b>ManJer</b>"), a company which is ultimately owned by WisdomTree Investments, Inc., supplies, or will arrange the supply of, all management and administration services to the Issuer and pays all the management and administration costs of the Issuer in return for a fee payable by the Issuer.</p> <p><b>Issue Specific Summary:</b></p> <p>Commodity Index •</p>
B.22	No financial statements	Not applicable; financial statements have been made up as at the date of this Prospectus.

B.23	Key historical financial information	<table border="0"> <thead> <tr> <th></th> <th style="text-align: right;">As at 31 December 2018 USD</th> <th style="text-align: right;">As at 31 December 2017 USD</th> </tr> </thead> <tbody> <tr> <td colspan="3"><b>Current Assets</b></td> </tr> <tr> <td>Trade and Other Receivables</td> <td style="text-align: right;">167,602</td> <td style="text-align: right;">240,329</td> </tr> <tr> <td>Commodity Contracts</td> <td style="text-align: right;">185,294,440</td> <td style="text-align: right;">420,691,340</td> </tr> <tr> <td>Amounts Receivable on Commodity Contracts Awaiting Settlement</td> <td style="text-align: right;">501,209</td> <td style="text-align: right;">17,340,389</td> </tr> <tr> <td>Amounts Receivable on Currency Hedged Commodity Securities Awaiting Settlement</td> <td style="text-align: right;">2,141,061</td> <td style="text-align: right;">17,763,221</td> </tr> <tr> <td><b>Total Assets</b></td> <td style="text-align: right;"><u>188,104,312</u></td> <td style="text-align: right;"><u>456,035,279</u></td> </tr> <tr> <td colspan="3"><b>Current Liabilities</b></td> </tr> <tr> <td>Currency-Hedged Commodity Securities</td> <td style="text-align: right;">185,062,695</td> <td style="text-align: right;">419,244,160</td> </tr> <tr> <td>Amounts Payable on Currency Hedged Commodity Securities Awaiting Settlement</td> <td style="text-align: right;">501,209</td> <td style="text-align: right;">17,340,389</td> </tr> <tr> <td>Amounts Payable on Commodity Contracts Awaiting Settlement</td> <td style="text-align: right;">2,141,061</td> <td style="text-align: right;">17,763,221</td> </tr> <tr> <td>Trade and Other Payables</td> <td style="text-align: right;">167,599</td> <td style="text-align: right;">240,326</td> </tr> <tr> <td><b>Total Liabilities</b></td> <td style="text-align: right;"><u>187,872,564</u></td> <td style="text-align: right;"><u>454,588,096</u></td> </tr> <tr> <td colspan="3"><b>Equity</b></td> </tr> <tr> <td>Stated Capital</td> <td style="text-align: right;">3</td> <td style="text-align: right;">3</td> </tr> <tr> <td>Revaluation Reserve</td> <td style="text-align: right;">231,745</td> <td style="text-align: right;">1,447,180</td> </tr> <tr> <td><b>Total Equity</b></td> <td style="text-align: right;"><u>231,748</u></td> <td style="text-align: right;"><u>1,447,183</u></td> </tr> <tr> <td><b>Total Equity and Liabilities</b></td> <td style="text-align: right;"><u>188,104,312</u></td> <td style="text-align: right;"><u>456,035,279</u></td> </tr> </tbody> </table>		As at 31 December 2018 USD	As at 31 December 2017 USD	<b>Current Assets</b>			Trade and Other Receivables	167,602	240,329	Commodity Contracts	185,294,440	420,691,340	Amounts Receivable on Commodity Contracts Awaiting Settlement	501,209	17,340,389	Amounts Receivable on Currency Hedged Commodity Securities Awaiting Settlement	2,141,061	17,763,221	<b>Total Assets</b>	<u>188,104,312</u>	<u>456,035,279</u>	<b>Current Liabilities</b>			Currency-Hedged Commodity Securities	185,062,695	419,244,160	Amounts Payable on Currency Hedged Commodity Securities Awaiting Settlement	501,209	17,340,389	Amounts Payable on Commodity Contracts Awaiting Settlement	2,141,061	17,763,221	Trade and Other Payables	167,599	240,326	<b>Total Liabilities</b>	<u>187,872,564</u>	<u>454,588,096</u>	<b>Equity</b>			Stated Capital	3	3	Revaluation Reserve	231,745	1,447,180	<b>Total Equity</b>	<u>231,748</u>	<u>1,447,183</u>	<b>Total Equity and Liabilities</b>	<u>188,104,312</u>	<u>456,035,279</u>
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B.24	Material adverse change	Not applicable; there has been no material adverse change in the financial or trading position or prospects of the Issuer since the date of its last audited financial statements for the year ended 31 December 2018.																																																						
B.25	Underlying assets	<p>The underlying assets for the Currency-Hedged Commodity Securities of each class, by which they are backed and on which they are secured, are:</p> <ul style="list-style-type: none"> <li>– the rights and interests under the Commodity Contracts entered into by the Issuer with the Commodity Contract Counterparty;</li> <li>– the rights and interests under the Facility Agreements pursuant to which the Commodity Contracts are entered into (to the extent attributable to that class); and</li> <li>– the rights and interests in the Collateral pursuant to the MLI Security Agreement and the MLI Control Agreement, and/or the CGML Security Agreement and the CGML Control Agreement.</li> </ul> <p>The securitised assets backing the issue have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the securities.</p> <p>The securitised assets are the Commodity Contracts, the MLI Facility Agreement, the CGML Facility Agreement, the BAC Guarantee, the CGMH Guarantee, the MLI Security Agreement, the MLI Control Agreement, the CGML Security Agreement and the CGML Control Agreement. Currency-Hedged Commodity</p>																																																						

		<p>Securities of each class are backed by Commodity Contracts with corresponding terms and each time a Currency-Hedged Commodity Security is created or redeemed a matching amount of Commodity Contracts are purchased or cancelled by the Issuer. Commodity Contracts will be purchased from one or more Commodity Contract Counterparties.</p> <p>The Issuer will decline applications for Currency-Hedged Commodity Securities if it cannot for any reason create corresponding Commodity Contracts with a Commodity Contract Counterparty.</p> <p>At the date of this Prospectus, the Issuer has entered into arrangements with two Commodity Contract Counterparties – MLI and CGML.</p> <p>Under the Facility Agreements there are limits, both daily and in aggregate, on the number of Commodity Contracts that can be created or cancelled at any time. Creations and redemptions of Currency-Hedged Commodity Securities are subject to both daily limits and total aggregate limits, to match the limits on Commodity Contracts.</p> <p>MLI is a company incorporated and registered in England and Wales with number 2312079 whose registered office is at 2 King Edward Street, London EC1A 1HQ, United Kingdom. The principal activities of MLI are to provide a wide range of financial services globally for business originated in Europe, the Middle East and Africa, Asia Pacific and the Americas, to act as broker and dealer in financial instruments and to provide corporate finance services.</p> <p>BAC is a bank holding company and a financial holding company incorporated in the State of Delaware, United States, in 1998. Through BAC's banking and various non-bank subsidiaries throughout the U.S. and in international markets, BAC serves individual customers, small- and middle-market businesses, institutional investors, large corporations and governments with a full range of banking, investing, asset management and other financial and risk management products and services. BAC's headquarters and principal executive offices are located at 100 North Tryon Street, Charlotte, NC 28255, United States.</p> <p>CGML is a company incorporated and registered in England and Wales with number 01763297 whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom. CGML has a major international presence as a dealer, market maker and underwriter in equity, fixed income and commodities, as well as providing advisory services to a wide range of corporate, institutional and government clients. It is headquartered in London and operates globally from the UK and its branches in Europe and the Middle East.</p> <p>CGMH is a corporation incorporated in the State of New York. The principal offices of CGMH are located at 388 Greenwich Street, New York, New York 10013. CGMH, operating through its subsidiaries, engages in full-service investment banking and securities brokerage business.</p> <p><b>Issue Specific Summary:</b></p> <p>Class of Currency-Hedged Commodity Security: •</p> <p>Class of Commodity Contract: •</p> <p>Relevant Bloomberg Commodity Index: •</p>
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B.26	Investment management	Not applicable; there is no active management of the assets of the Issuer.
B.27	Further securities backed by the same assets	Further Currency-Hedged Commodity Securities of any class may be issued but each time a Currency-Hedged Commodity Security of any class is issued corresponding Commodity Contracts of the same class will be created and will form part of the corresponding "Secured Assets". Such newly issued Currency-Hedged Commodity Securities will be fungible with all existing Currency-Hedged Commodity Securities of the same class and will be backed by the assets of the same Secured Assets.
B.28	Structure of the transaction	<p>The Issuer has created a programme whereby Currency-Hedged Commodity Securities may be issued from time to time. The Currency-Hedged Commodity Securities can be issued or required to be redeemed on a daily basis by Authorised Participants who have entered into an Authorised Participant Agreement with the Issuer.</p> <p>Authorised Participants may then sell and buy Currency-Hedged Commodity Securities to and from other investors on exchange or in private transactions.</p> <p>Currency-Hedged Commodity Securities are constituted by the Trust Instrument. Under the terms of the Trust Instrument, the Trustee acts as trustee for the Security Holders of each class of Currency-Hedged Commodity Security both (a) to make determinations and exercise rights under the Currency-Hedged Commodity Securities for the benefit of Security Holders and (b) to hold on trust for Security Holders the security granted by the Issuer under the Security Deed, to exercise any rights to enforce the same and to distribute the proceeds (after payment of all amounts owed to the Trustee) to the Security Holders (among others).</p> <p>The obligations of the Issuer in respect of each class of Currency-Hedged Commodity Security are secured by a charge over the equivalent class of Commodity Contracts under the Facility Agreements and related contracts.</p> <p>A diagrammatic representation of the principal aspects of the structure as currently in place appears below:</p> <p>Agreements ———  Fund Flows ←-----→  Collateral Flows ←-----→</p> <pre> graph TD     Manler --- Issuer     Trustee --- Issuer     Issuer --- Security_Holders[Security Holders]     Issuer --- AP[Authorised Participants]     Issuer --- CCC[Commodity Contract Counterparty]     Issuer --- SI[Securities Intermediary]     AP -.-&gt; Market-making  Security_Holders     CCC -.-&gt; Creation and Redemption payments  AP     SI -.-&gt; Collateral  CCC   </pre>



B.29	Description of the flow of funds	<p>Currency-Hedged Commodity Securities can be bought or sold for cash on the London Stock Exchange, Borsa Italiana and/or the Frankfurt Stock Exchange (being the stock exchanges on which the securities are admitted to trading) or in private off-exchange transactions. Details of the exchanges on which a particular class of security can be traded are set out in a document entitled “Final Terms”, prepared by the Issuer each time that securities are issued. Market makers provide liquidity on those stock exchanges and for those transactions but only Authorised Participants can apply directly to the Issuer for the issue of Currency-Hedged Commodity Securities. The Issuer has entered into Authorised Participant Agreements and has agreed with Authorised Participants to issue Currency-Hedged Commodity Securities to those Authorised Participants on an on-going basis. An Authorised Participant may sell the Currency-Hedged Commodity Securities on an exchange or in an off-exchange transaction or may hold the securities themselves.</p> <p>Upon issue of Currency-Hedged Commodity Securities, an Authorised Participant must deliver an amount of cash to the Commodity Contract Counterparty equal to the price of the Currency-Hedged Commodity Securities to be issued in exchange for which the Issuer issues the Currency-Hedged Commodity Securities and delivers them to the Authorised Participant via CREST.</p> <p>Upon redemption of Currency-Hedged Commodity Securities by an Authorised Participant (and in certain limited circumstances, other Security Holders), the Commodity Contract Counterparty must deliver an amount of cash to the relevant Authorised Participant equal to the price of the Currency-Hedged Commodity Securities to be redeemed in return for delivery by the redeeming Security Holder of the Currency-Hedged Commodity Securities.</p>
B.30	Originators of the securitised assets	<p>The Commodity Contracts are and will be entered into with the Commodity Contract Counterparties.</p> <p>At the date of the Prospectus, the Issuer has entered into agreements with MLI and CGML to act as Commodity Contract Counterparties.</p> <p>MLI is a company incorporated and registered in England and Wales with number 2312079 whose registered office is at 2 King Edward Street, London EC1A 1HQ, United Kingdom. The principal activities of MLI are to provide a wide range of financial services globally for business originated in Europe, the Middle East and Africa, Asia Pacific and the Americas, to act as broker and dealer in financial instruments and to provide corporate finance services.</p> <p>CGML is a company incorporated and registered in England and Wales with number 01763297 whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom. CGML has major international presence as a dealer, market maker and underwriter in equity, fixed income and commodities, as well as providing advisory services to a wide range of corporate, institutional and government clients. It is headquartered in London and operates globally from the UK and its branches in Europe and the Middle East.</p> <p>The Prospectus will be updated should an additional Commodity Contract Counterparty be appointed.</p>

<b>Section C – Securities</b>		
C.1	Type and class of securities being offered	<p>Currency-Hedged Commodity Securities are designed to give investors a “total return” similar to that which could be achieved from managing a long fully cash collateralised unleveraged position in futures contracts of specific maturities, less applicable fees. Unlike managing futures positions, Currency-Hedged Commodity Securities involve no rolling, margin calls, expiry or futures brokerage.</p> <p>The Issuer has created and made available for issue 210 classes of Currency-Hedged Commodity Securities, each of which gives investors exposure to the daily change in movements in one of the Bloomberg Commodity Indices, and which can be grouped into four different families:</p> <ul style="list-style-type: none"> <li>– Classic Individual Currency-Hedged Commodity Securities</li> <li>– Classic Index Currency-Hedged Commodity Securities</li> <li>– Longer Dated Individual Currency-Hedged Commodity Securities</li> <li>– Longer Dated Index Currency-Hedged Commodity Securities</li> </ul> <p><b><i>Class and index characteristics</i></b></p> <p>The return on the Currency-Hedged Commodity Securities is linked in each case to the performance of the related Bloomberg Commodity Indices as follows:</p> <ul style="list-style-type: none"> <li>• Classic Individual Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in one type of commodity due for delivery within a range of one to three months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency;</li> <li>• Classic Index Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in a number of different commodities due for delivery within a range of one to three months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency;</li> <li>• Longer Dated Individual Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in one type of commodity due for delivery within a range of four to six months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency; and</li> <li>• Longer Dated Index Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in a number of different commodities due for delivery within a range of four to six months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency, in each case plus an adjustment for the risk free interest rate which accrues to</li> </ul>

		<p>a fully collateralised position in the relevant underlying futures contracts.</p> <p><b>Issue specific summary:</b> The following details apply to the Currency-Hedged Commodity Securities being issued pursuant to the Final Terms:</p> <p>Class •</p> <p>LSE Code •</p> <p>ISIN •</p> <p>Aggregate number of Currency-Hedged Commodity Securities of that class •</p> <p>Name of underlying Bloomberg Commodity Index •</p> <p>Class and index characteristics:</p> <p>[Classic Individual Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in one type of commodity due for delivery within a range of one to three months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency]</p> <p>[Classic Index Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in a number of different commodities due for delivery within a range of one to three months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency]</p> <p>[Longer Dated Individual Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in one type of commodity due for delivery within a range of four to six months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency]</p> <p>[Longer Dated Index Currency-Hedged Commodity Securities track Bloomberg Commodity Indices which provide exposure to movements in the value of futures contracts in a number of different commodities due for delivery within a range of four to six months and hedged against the effects of foreign exchange risk between the US Dollar and the relevant currency]</p> <p>plus an adjustment for the risk free interest rate which accrues to a fully collateralised position in the relevant underlying futures contracts.</p>
C.2	Currency	<p>Currency-Hedged Commodity Securities are denominated in Australian Dollar, Euro or Pound Sterling.</p> <p><b>Issue specific summary:</b> The following Currency-Hedged Commodity Securities being issued pursuant to the Final Terms are denominated in [Euro] [Australian Dollar] [Pound Sterling].</p>
C.5	Restrictions on transfer	<p>Not applicable; the Currency-Hedged Commodity Securities are freely transferable.</p>

C.8	Rights	<p>A Currency-Hedged Commodity Security entitles an Authorised Participant to require the redemption of the security by the Issuer and to receive the higher of (i) the minimum denomination for that class of Currency-Hedged Commodity Security (known as the “<b>Principal Amount</b>”), and (ii) the price of that class of Currency-Hedged Commodity Security on the applicable day determined using the Formula set out and described in C.15.</p> <p>Generally only Authorised Participants will deal directly with the Issuer in redeeming Currency-Hedged Commodity Securities. In circumstances where there are no Authorised Participants, or as the Issuer may in its sole discretion determine, Security Holders who are not Authorised Participants may require the Issuer to redeem their securities directly.</p> <p><b>Limited Recourse</b></p> <p>The obligations of the Issuer in respect of each class of Currency-Hedged Commodity Securities are secured by a charge in favour of the Trustee and an assignment to the Trustee by way of security of the Issuer’s rights in so far as they relate to that class. The Trustee and the Security Holders of any class of Currency-Hedged Commodity Securities shall have recourse only to the sums derived from the assets relating to that class. If the net proceeds are insufficient for the Issuer to make all payments due, the Trustee or any other person acting on behalf of the Trustee, will not be entitled to take any further steps against the Issuer and no debt shall be owed by the Issuer in respect of such further sum.</p> <p><b>Priority of Payments</b></p> <p>All moneys received by the Trustee upon realisation of the assets relevant to a particular class of Currency-Hedged Commodity Securities will be held on trust by the Trustee and applied in the following order:</p> <ul style="list-style-type: none"> <li>• Payments due to the Trustee (and persons appointed by the Trustee) and payments due to any receiver and the costs of realisation of the security;</li> <li>• Payments or performance of all amounts due and unpaid and all obligations due in respect of Currency-Hedged Commodity Securities of that class; and</li> <li>• In payment of the balance (if any) to the Issuer.</li> </ul> <p><b>Issue specific summary:</b></p> <p>The Principal Amount and class of each of the Currency-Hedged Commodity Securities being issued pursuant to the Final Terms is as follows:</p> <p>Class of Currency-Hedged Commodity Securities: •</p> <p>Principal Amount: [A\$1.00]  [€0.40][€1.00]  [£0.30][£1.00]</p>
C.9	Interest	<p>Not applicable – the Currency-Hedged Commodity Securities do not bear interest.</p>

C.10	Derivative component of interest	Not applicable – the Currency-Hedged Commodity Securities do not bear interest.								
C.11	Admission	<p>Application has been made to the UK Listing Authority for all Currency-Hedged Commodity Securities issued within 12 months of the date of this Prospectus to be admitted to the Official List and to the London Stock Exchange which operates a Regulated Market, and for all such Currency-Hedged Commodity Securities to be admitted to trading on the Main Market of the London Stock Exchange, which is part of its Regulated Market for listed securities (being securities admitted to the Official List). It is the Issuer’s intention that all Currency-Hedged Commodity Securities issued after the date of this document will also be admitted to trading on the Main Market.</p> <p>Certain of the Currency-Hedged Commodity Securities have also been admitted to listing on the Regulated Market (General Standard) (<i>Regulierter Markt [General Standard]</i>) of the Frankfurt Stock Exchange (<i>Frankfurter Wertpapierbörse</i>) and on the ETFplus market of Borsa Italiana S.p.A.</p> <p><b>Issue specific summary:</b></p> <p>Application has been made for the Currency-Hedged Commodity Securities being issued pursuant to the Final Terms to trading on the Main Market of the London Stock Exchange, which is part of its Regulated Market for listed securities (being securities admitted to the Official List).</p> <p>[Such Currency-Hedged Commodity Securities are also admitted to listing on [the Main Market of the London Stock Exchange] [the Regulated Market (General Standard) of the Frankfurt Stock Exchange [and on] [the ETFplus market of Borsa Italiana S.p.A]].</p>								
C.12	Minimum denomination	<p>Each Currency-Hedged Commodity Security has a face value known as the “<b>Principal Amount</b>” which is the minimum denomination for a Currency-Hedged Commodity Security of the relevant type as follows:</p> <table border="0" data-bbox="639 1323 1402 1715"> <thead> <tr> <th data-bbox="639 1323 1161 1384"><b>Class of Currency-Hedged Commodity Security</b></th> <th data-bbox="1161 1323 1402 1384"><b>Principal Amount</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="639 1384 1161 1503">Australian Dollar Classic Currency-Hedged Commodity Securities and Australian Dollar Longer Dated Currency-Hedged Commodity Securities</td> <td data-bbox="1161 1384 1402 1503">A\$1.00</td> </tr> <tr> <td data-bbox="639 1503 1161 1621">Euro Classic Currency-Hedged Commodity Securities and Euro Longer Dated Currency-Hedged Commodity Securities</td> <td data-bbox="1161 1503 1402 1621">€0.40 or €1.00</td> </tr> <tr> <td data-bbox="639 1621 1161 1715">Sterling Classic Currency-Hedged Commodity Securities and Sterling Longer Dated Currency-Hedged Commodity Securities</td> <td data-bbox="1161 1621 1402 1715">£0.30 or £1.00</td> </tr> </tbody> </table> <p><b>Issue specific summary:</b></p> <p>The Principal Amount and class of each of the Currency-Hedged Commodity Securities being issued pursuant to the Final Terms is as follows:</p> <p>Class of Currency-Hedged Commodity Securities: •</p> <p>Principal Amount: [A\$1.00] [€0.40][€1.00] [£0.30][£1.00]</p>	<b>Class of Currency-Hedged Commodity Security</b>	<b>Principal Amount</b>	Australian Dollar Classic Currency-Hedged Commodity Securities and Australian Dollar Longer Dated Currency-Hedged Commodity Securities	A\$1.00	Euro Classic Currency-Hedged Commodity Securities and Euro Longer Dated Currency-Hedged Commodity Securities	€0.40 or €1.00	Sterling Classic Currency-Hedged Commodity Securities and Sterling Longer Dated Currency-Hedged Commodity Securities	£0.30 or £1.00
<b>Class of Currency-Hedged Commodity Security</b>	<b>Principal Amount</b>									
Australian Dollar Classic Currency-Hedged Commodity Securities and Australian Dollar Longer Dated Currency-Hedged Commodity Securities	A\$1.00									
Euro Classic Currency-Hedged Commodity Securities and Euro Longer Dated Currency-Hedged Commodity Securities	€0.40 or €1.00									
Sterling Classic Currency-Hedged Commodity Securities and Sterling Longer Dated Currency-Hedged Commodity Securities	£0.30 or £1.00									

C.15	Value of the investment is affected by the value of the underlying instruments	<p><b>Calculation of the Price</b></p> <p><i>The pricing formula</i></p> <p>The Price of a Currency-Hedged Commodity Security on a particular day is based on the change in the level of the relevant underlying Bloomberg Commodity Index on that day and the level of the relevant underlying Bloomberg Commodity Index on the previous day, adjusted by the applicable fees and so is calculated in accordance with the following formula (the “<b>Formula</b>”):</p> $P_{i,t} = P_{i,t-1} \times \left( \frac{I_{i,t}}{I_{i,t-1}} + CA_{i,t} \right)$ <p>where:</p> <p><math>P_{i,t}</math> is the Price of a Currency-Hedged Commodity Security of the relevant class on the day on which the Price is being calculated;</p> <p><math>P_{i,t-1}</math> is the Price of a Currency-Hedged Commodity Security of the relevant class on the previous day;</p> <p><math>i</math> refers to the relevant class of Currency-Hedged Commodity Security;</p> <p><math>t</math> refers to the day on which the Price is being calculated;</p> <p><math>t-1</math> refers to the calendar day prior to day <math>t</math>;</p> <p><math>I_{i,t}</math> is the level of the Bloomberg Commodity Index which the relevant class of Currency-Hedged Commodity Security references on the day on which the Price is being calculated;</p> <p><math>I_{i,t-1}</math> is the level of the Bloomberg Commodity Index which the relevant class of Currency-Hedged Commodity Security references on the previous day; and</p> <p><math>CA_{i,t}</math> is the Capital Adjustment which applied to the relevant class of Currency-Hedged Commodity Security on the day on which the Price is being calculated.</p> <p><i>The Capital Adjustment element of the formula</i></p> <p>The Capital Adjustment is an adjustment factor which is agreed from time to time by the Commodity Contract Counterparties and the Issuer and reflects an interest return on the value invested in that class of Currency-Hedged Commodity Securities and fees payable by the Issuer to ManJer, the Commodity Contract Counterparties and the index providers. The Capital Adjustment applicable to each class of Currency-Hedged Commodity Securities on any day is published on the Issuer’s website at <a href="https://www.wisdomtree.eu/pricing">https://www.wisdomtree.eu/pricing</a></p> <p>The formula and method of calculating the Price is the same for all classes of Currency-Hedged Commodity Securities.</p>
C.16	Expiration/Maturity date	Not applicable; the Currency-Hedged Commodity Securities are undated securities and have no specified maturity date and no expiry date.

C.17	Settlement	<p><b>CREST</b> The Issuer is a participating issuer in CREST, a paperless system for the settlement of transfers and holding of securities.</p> <p><b>Settlement of creations and redemptions</b> On creation or redemption of the Currency-Hedged Commodity Securities, settlement will occur (provided certain conditions are met) on the second business day following receipt of the relevant creation or redemption request on a delivery versus payment basis within CREST.</p> <p><b>Settlement on the Frankfurt Stock Exchange</b> For the purpose of good delivery of the Currency-Hedged Commodity Securities on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft (“<b>Clearstream</b>”) will issue, for each series and the relevant number of Currency-Hedged Commodity Securities, a Global Bearer Certificate (each a “<b>Global Bearer Certificate</b>”) in the German language created under German law. Whenever the number of Currency-Hedged Commodity Securities represented by the Global Bearer Certificate of a class changes, Clearstream will amend the relevant Global Bearer Certificate accordingly.</p> <p><b>Settlement on Borsa Italiana S.p.A.</b> All Currency-Hedged Commodity Securities traded on the Borsa Italiana S.p.A. are eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A.</p> <p><b>Issue specific summary:</b> [For the purpose of good delivery of the Currency-Hedged Commodity Securities being issued pursuant to the Final Terms on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft (“<b>Clearstream</b>”) will issue, for each series and the relevant number of Currency-Hedged Commodity Securities, a Global Bearer Certificate (each a “<b>Global Bearer Certificate</b>”) in the German language created under German law. Whenever the number of Currency-Hedged Commodity Securities represented by the Global Bearer Certificate of a class changes, Clearstream will amend the relevant Global Bearer Certificate accordingly.]</p> <p>[All Currency-Hedged Commodity Securities issued pursuant to the Final Terms are where traded on the Borsa Italiana S.p.A. eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A.]</p>
C.18	Description of return	<p>The Price of each class of Currency-Hedged Commodity Security is calculated on a daily basis and reflects movements in the Bloomberg Commodity Index relevant to that class since the previous day, adjusted by any applicable fees. Therefore, the return for a particular class of Currency-Hedged Commodity Security will be based on, primarily, the performance of the relevant Bloomberg Commodity Index.</p> <p>To achieve this, both the Currency-Hedged Commodity Securities and the Commodity Contracts through which the Issuer obtains exposure to the Bloomberg Commodity Indices</p>

		<p>are priced in accordance with the Formula. The Formula reflects (a) the difference between the level of the relevant Bloomberg Commodity Index on that day and the level of the relevant Bloomberg Commodity Index on the previous day; and (b) deduction of the fees payable by the Issuer to the Commodity Contract Counterparty under the Facility Agreement and to ManJer. The fees are deducted by applying the capital adjustment referenced in the Formula.</p> <p>The Price of each class of Currency-Hedged Commodity Security will be calculated by the Issuer as at the end of each pricing day (after the futures market prices for that day have been published) and posted along with the applicable capital adjustment on the Issuer's website at <a href="https://www.wisdomtree.eu/pricing">https://www.wisdomtree.eu/pricing</a></p> <p>The Currency-Hedged Commodity Securities do not bear interest. The return for an investor is the difference between the price at which the relevant Currency-Hedged Commodity Securities are issued (or purchased in the secondary market) and the price at which they are redeemed (or sold).</p> <p><b>Issue specific summary:</b></p> <p>The Currency-Hedged Commodity Securities provide a return linked to [<i>name of underlying Bloomberg Commodity Index</i>]. Further information can be found at <a href="http://www.bloombergindexes.com/">http://www.bloombergindexes.com/</a>.</p>
C.19	Final price/exercise price	<p>Prices for each class of Currency-Hedged Commodity Security are calculated on each pricing day in accordance with the Formula and redemptions of Currency-Hedged Commodity Securities with the Issuer will be at the relevant price (determined by the Formula) on the day on which the redemption request is received.</p>
C.20	Type of underlying and where information on underlying can be found	<p>The Currency-Hedged Commodity Securities are backed by Commodity Contracts which are derivative contracts with the Commodity Contract Counterparty purchased from Commodity Contract Counterparties.</p> <p>The Commodity Contracts provide a return linked to the relevant underlying Bloomberg Commodity Index and are priced in the same way as the Currency-Hedged Commodity Securities by reference to the relevant Bloomberg Commodity Index. Information on the Bloomberg Commodity Indices can be found at <a href="http://www.bloombergindexes.com/">http://www.bloombergindexes.com/</a>.</p> <p>Details of the collateral held at BNYM for the benefit of the Issuer under the MLI Security Agreement and the MLI Control Agreement or the CGML Security Agreement and the CGML Control Agreement can be found at the website of the Issuer at <a href="http://etfs.wisdomtree.eu/retail/uk/en-gb/documents.aspx/">http://etfs.wisdomtree.eu/retail/uk/en-gb/documents.aspx/</a>.</p> <p><b>Issue specific summary:</b></p> <p>The Commodity Contracts provide a return linked to [<i>name of underlying Bloomberg Commodity Index</i>]. Further information can be found at <a href="http://www.bloombergindexes.com/">http://www.bloombergindexes.com/</a>.</p>



## Section D – Risks

D.2	Key risks of Issuer	<p>The Issuer has been established as a special purpose vehicle for the purpose of issuing the Currency-Hedged Commodity Securities as asset-backed securities and has no assets other than those attributable to the Currency-Hedged Commodity Securities. The amounts that a Security Holder could receive following a claim against the Issuer are, therefore, limited to the proceeds of realisation of the secured property applicable to such Security Holder's class of Currency-Hedged Commodity Securities and as the Issuer is a special purpose vehicle formed only for the purpose of issuing the Currency-Hedged Commodity Securities, and as the Currency-Hedged Commodity Securities are not guaranteed by any other person, the Issuer would have no further assets against which the Security Holder could claim. In the event that the secured property is insufficient to cover the amount payable to the Security Holder, the Security Holder would suffer a loss.</p> <p>Although Currency-Hedged Commodity Securities are secured by Commodity Contracts and collateral, the value of such Currency-Hedged Commodity Securities and the ability of the Issuer to pay any redemption amounts remains partly dependent on the receipt of amounts due from MLI and CGML under the Facility Agreements, the Security Agreements and the Control Agreements or, as the case may be, on the receipt of amounts due from BAC in respect of the obligations and liabilities of MLI pursuant to the BAC Guarantee or on the receipt of amounts due from CGMH in respect of the obligations and liabilities of CGML pursuant to the Citigroup Guarantee. No holder has any direct rights of enforcement against any such person.</p> <p>There can be no assurance that MLI, CGML or any other entity will be able to fulfil their payment obligations under the relevant Commodity Contracts, Facility Agreement, BAC Guarantee, Citigroup Guarantee, Security Agreement or Control Agreement. Consequently, there can be no assurance that the Issuer will be able to redeem Currency-Hedged Commodity Securities at their redemption price which could lead to an investor receiving less than the redemption price upon redemption of their Currency-Hedged Commodity Securities.</p>
D.3	Key risks of securities	<p>The Commodity Indices incorporate a daily adjustment to reflect movements in the exchange rate between the US Dollar and the relevant currency which is made by rebalancing the hedge position on a daily basis. Such adjustment does not reflect a pure currency hedge as investors will still be exposed to exchange rate movements that on intra-day change in the value of the corresponding unhedged commodity index.</p> <p>In the event of realisation of collateral from a Commodity Contract Counterparty, the value of the assets realised (whether realised from the securities intermediary or any such depositories, banks or other financial institutions instructed by the securities intermediary) may be less than required to meet the redemption amount due to Security Holders. Any realisation of the collateral may take time and a Security Holder could experience delays in receiving amounts due to them. A Security Holder may also suffer a loss if the assets realised are less than the redemption amount due.</p>

		<p>Commodity prices can be volatile and therefore the value of Currency-Hedged Commodity Securities may fluctuate widely.</p> <p>During situations where the cost of futures contracts for delivery on dates further in the future is higher than those for delivery closer in time, the value of the corresponding Bloomberg Commodity Index will decrease over time unless the spot price increases by the same rate as the rate of the variation in the price of the futures contract. The rate of variation could be quite significant and last for an indeterminate period of time, reducing the value the Bloomberg Commodity Index and therefore the price of any Currency-Hedged Commodity Securities linked to that Bloomberg Commodity Index.</p> <p>There may be days where disruption in the underlying commodity markets means that one or more classes of Currency-Hedged Commodity Securities are unable to be priced on that day. This will cause a delay in the application or redemption process which could adversely affect potential or existing investors.</p>
D.6	Key risks of securities	<p>Please see Element D.3 above.</p> <p>Past performance is not an indication of expected performance and the investment performance of a Currency-Hedged Commodity Security could be volatile. Consequently, investors in Currency-Hedged Commodity Securities may lose the value of their entire investment or part of it.</p>

<b>Section E – Offer</b>		
E.2b	Offer and use of proceeds	Not applicable; the reasons for the offer and use of proceeds are not different from making profit and/or hedging.
E.3	Terms and conditions of the offer	The Currency-Hedged Commodity Securities are being made available by the Issuer for subscription only to Authorised Participants who have submitted a valid application and will only be issued once the subscription price has been paid to the relevant Commodity Contract Counterparty. An Authorised Participant must also pay the Issuer a creation fee of £500. Any applications for Currency-Hedged Commodity Securities made by 2.30 p.m. London time on a business day will generally enable the Authorised Participant to be registered as the holder of Currency-Hedged Commodity Securities within two business days.
E.4	Material or conflicting interests	<p>Mr Ziamba and Ms Jones (who are directors of the Issuer) are also directors of ManJer and HoldCo – the sole shareholder of the Issuer. Mr Ross and Ms Jones are also directors of R&amp;H Fund Services (Jersey) Limited, the administrator of the Issuer and the secretary of the Issuer and ManJer. The Directors do not believe that there are any conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interests and/or other duties that they have.</p> <p>The directors of the Issuer also hold directorships of other issuers of exchange traded commodities also owned by HoldCo and of other WisdomTree group companies including Boost Management Limited (a company that provides services to Boost Issuer PLC (an exchange traded product issuer)), WisdomTree</p>

		Management Limited and WisdomTree Issuer Plc, an Issuer of exchange traded funds via segregated liability sub-funds.														
E.7	Expenses	<p>The Issuer charges the following costs to investors:</p> <p>To Authorised Participants only:</p> <ul style="list-style-type: none"> <li>the Issuer charges a fee of £500 per application or redemption carried out directly with the Issuer;</li> </ul> <p>To all Security Holders:</p> <ul style="list-style-type: none"> <li>a management fee of 0.49 per cent. per annum based on the value of all Euro and Sterling denominated Currency-Hedged Commodity Securities outstanding and a management fee of 0.69 per cent. per annum based on the value of all Australian Dollar denominated Currency-Hedged Commodity Securities outstanding;</li> <li>a licence allowance of 0.05 per cent. per annum (based on the aggregate daily price of all fully paid Commodity Contracts outstanding at that time) to be used to pay the fee of Bloomberg; and</li> <li>a fee payable to the Commodity Contract Counterparties, comprised of a commodity hedging cost and an FX daily hedging cost,</li> </ul> <p>each charged by way of application of the Capital Adjustment.</p> <p>No other costs will be charged to investors by the Issuer.</p> <p>If an investor purchases Currency-Hedged Commodity Securities from a financial intermediary, the Issuer estimates that the expenses charged by an authorised offeror in connection with the sale of Currency-Hedged Commodity Securities to an investor will be 0.15 per cent. of the value of the Currency-Hedged Commodity Securities sold to such investor.</p> <p><b>Issue specific summary:</b></p> <table> <tr> <td>Application Fee</td> <td>[£500]</td> </tr> <tr> <td>Redemption Fee</td> <td>[£500]</td> </tr> <tr> <td>Capital Adjustment</td> <td>•</td> </tr> <tr> <td>Management Fee</td> <td>[0.49%] [0.69%]</td> </tr> <tr> <td>Licence Allowance</td> <td>[0.05%]</td> </tr> <tr> <td>Commodity hedging cost</td> <td>•</td> </tr> <tr> <td>FX daily hedging cost</td> <td>•</td> </tr> </table>	Application Fee	[£500]	Redemption Fee	[£500]	Capital Adjustment	•	Management Fee	[0.49%] [0.69%]	Licence Allowance	[0.05%]	Commodity hedging cost	•	FX daily hedging cost	•
Application Fee	[£500]															
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Licence Allowance	[0.05%]															
Commodity hedging cost	•															
FX daily hedging cost	•															

## RISK FACTORS

*An investment in Currency-Hedged Commodity Securities involves a significant degree of risk. Prior to making an investment decision, prospective purchasers should carefully read the entire Prospectus. Prospective investors should note that the risks relating to the Issuer, its industry and the Currency-Hedged Commodity Securities summarised in the section of this document headed "Summary" are the risks that the Issuer believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in Currency-Hedged Commodity Securities. However, as the risks which the Issuer and the Currency-Hedged Commodity Securities face relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document headed "Summary" but also, among other things, the risks and uncertainties described below, which constitute all of the principal risks known to the Issuer.*

*A Security Holder may lose some or the value of their entire investment or part of it in Currency-Hedged Commodity Securities for reasons other than those set out in the risk factors below, for reasons not currently considered by the Issuer to be material or based on circumstances or facts of which the Issuer is not currently aware.*

### **Investment Risk Factor**

A Security Holder may lose the value of their entire investment or part of their investment in Currency-Hedged Commodity Securities.

### **Currency-Hedged Commodity Security Risk Factors**

#### *Commodity Prices*

The value of Currency-Hedged Commodity Securities will be affected by movements in commodity prices generally and by the way in which those prices and other factors affect the prices of the Designated Contracts as explained in "Roll-Yield" below (and hence of the Commodity Indices).

Commodity prices generally may fluctuate widely and may be affected by numerous factors, including:

- global or regional political, economic or financial events and situations, particularly war, terrorism, expropriation and other activities which might lead to disruptions to supply from countries that are major commodity producers;
- investment trading, hedging or other activities conducted by large trading houses, producers, users, hedge funds, commodities funds, governments or other speculators which could impact global supply or demand;
- the weather, which can affect short-term demand or supply for some commodities;
- the future rates of economic activity and inflation, particularly in countries which are major consumers of commodities;
- major discoveries of sources of commodities; and
- disruptions to the infrastructure or means by which commodities are produced, distributed and stored, which are capable of causing substantial price movements in a short period of time.

Prices of the Designated Month Contracts may fluctuate widely and may be affected by:

- commodity prices generally;
- trading activities on the Relevant Exchange, which might be impacted by the liquidity in the futures contracts; and
- trading activity specific to particular futures contract(s) and maturities.

Such price movements could result in a Security Holder redeeming their Currency-Hedged Commodity Securities at a Price that is less than the Price at which such Currency-Hedged Commodity Securities were issued.

### *Currency Hedging*

Currency-Hedged Commodity Securities are priced off Commodity Indices which are intended as benchmarks for Australian Dollar, Euro and Pound Sterling investors wishing to invest in the Bloomberg Commodity Index<sup>SM</sup> or Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> (which are calculated in US Dollars) for which the effects of foreign exchange risk are hedged.

Each Commodity Index is calculated by reference to the Corresponding Unhedged Commodity Index and provides a hedge against movements in the exchange rate between the US Dollar and the Currency of denomination of that Commodity Index, rebalanced on a daily basis. Such adjustment is made by adjusting the total theoretical futures positions represented by that Commodity Index on each Pricing Day to reflect the effect of foreign exchange rate movements on the Corresponding Unhedged Commodity Index since the immediately preceding Pricing Day. Such adjustment does not reflect a pure currency hedge (sometimes called a “quanto” hedge) in which the value in the relevant currency would rise or fall in direct proportion to rises and falls in the value in US Dollars of an unhedged investment as investors will remain exposed to the effect of foreign exchange rate movements on any change in the value of the Corresponding Unhedged Commodity Index, between the daily adjustments (the intra-day changes).

As the Commodity Indices are calculated by reference to Unhedged Commodity Indices the risks related to such Unhedged Commodity Indices will equally apply to an investment in Currency-Hedged Commodity Securities.

### *Roll-Yield*

Each Unhedged Individual Commodity Index is priced off a futures contract of specific maturity which, as it nears expiry, needs to be replaced with a later dated contract in a process known as “rolling”. As the exchange-traded futures contracts that comprise the Unhedged Individual Commodity Index approach expiration, they are sold prior to their expiry date and similar contracts that have a later expiry date are purchased.

Thus, for example, a futures contract purchased and held in August may specify an October expiration. As time passes, the contract expiring in October may be replaced by a contract for delivery in December. Any difference between the price for the nearer delivery month contract and the price for the distant month contract is known as a ‘roll yield’ and this can be either a positive amount or a negative amount. If the market for these contracts is (putting aside other considerations) in “backwardation”, which means that the prices are lower in the distant delivery months than in the nearer delivery months, the sale of the October contract would take place at a price that is higher than the price of the December contract, thereby creating a “roll yield” which tends to be positive for the relevant Unhedged Individual Commodity Index. While some of the contracts included in the Bloomberg Commodity Index<sup>SM</sup> have historically exhibited consistent periods of backwardation, backwardation may not exist at all times.

Moreover, certain of the commodities reflected in the Bloomberg Commodity Index<sup>SM</sup>, such as gold, have historically traded in “contango” markets. A “contango” market means that the prices are higher in the distant delivery months than in the nearer delivery months, the sale of the October contract would take place at a price that is lower than the price for the December contract, thereby creating a negative “roll yield” which tends to be negative for the relevant Unhedged Individual Commodity Index. However, the existence of contango (or backwardation) in a particular commodity market does not automatically result in negative (or positive) “roll yields”. The actual realisation of a potential roll yield will be dependent upon the shape of the futures curve. The term ‘futures curve’ refers to the relationship between the price of futures contracts over different futures contract maturity dates when plotted in a graph. If the relevant part of the commodity futures curve is in backwardation — a downward sloping futures curve — then, all other factors being equal, the relevant index will tend to rise over time as lower futures prices converge to higher spot prices. The opposite effect would occur for contango.

The existence of contango in particular commodity markets could result in negative “roll yields”, which could adversely affect the value of the Unhedged Commodity Indices and decrease the value of Currency-Hedged Commodity Securities. Each Unhedged Composite Commodity Index is made up of two or more Designated Contracts. The extent to which an Unhedged Composite Commodity Index is affected by backwardation or contango will depend on whether the relevant Designated Contracts are

in backwardation or contango and the relative weight of each Designated Contract included in such Unhedged Composite Commodity Index.

#### *Longer Dated Commodity Securities*

The Longer Dated Commodity Securities are designed to track currency-hedged versions of the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> or one of its sub-indices and not currency-hedged versions of the Bloomberg Commodity Index<sup>SM</sup> or one of its sub-indices. The Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> is determined as of a certain date by reference to futures contracts for the same commodities as the Bloomberg Commodity Index<sup>SM</sup> but for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>. This may result in different sensitivities to changes in the commodity price and/or any backwardation or contango affecting the two indices. The difference in the expiry dates of the futures contracts which comprise the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> may result in the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> having significantly better or worse performance and greater or lesser volatility than that for the Bloomberg Commodity Index<sup>SM</sup>. Consequently, any return a Security Holder receives from an investment in the Longer Dated Commodity Securities may be lesser or greater than that they would have received if the securities were linked to currency-hedged versions of the Bloomberg Commodity Index<sup>SM</sup>.

#### *Change of Commodity Index*

The Facility Agreements allow for a change in the Commodity Index used to price the Currency-Hedged Commodity Securities. The Commodity Contract Counterparties and the Issuer may agree to use a different commodity index provided that at the time of the substitution of the index there is no change to the aggregate Price (or, if the currency of denomination of the relevant Currency-Hedged Commodity Securities is changed, the equivalent of such Price in such other currency) of the Commodity Contracts of the class or classes which are the subject of the substitution. Any such substitution shall not take effect until at least 30 days' notice has been given to the Security Holders in an RIS announcement.

#### *Tracking Error and Liquidity Risk*

At any time, the price at which Currency-Hedged Commodity Securities trade on the London Stock Exchange (or any other exchange or market on which they may be quoted or traded) may not reflect accurately the Price of the relevant Currency-Hedged Commodity Securities. The application and redemption procedures for Currency-Hedged Commodity Securities and the role of certain Authorised Participants as market-makers are intended to minimise this potential difference or "tracking error". However, the market price of Currency-Hedged Commodity Securities will be a function of supply and demand amongst investors wishing to buy and sell Currency-Hedged Commodity Securities and the bid/offer spread that market-makers are willing to quote for Currency-Hedged Commodity Securities.

The Issuer's ability to issue new Currency-Hedged Commodity Securities is subject to its ability to hedge its exposure under new Currency-Hedged Commodity Securities with corresponding Commodity Contracts. Although MLI and CGML have each agreed to supply Commodity Contracts up to an Aggregate Outstanding Contracts Price of US\$1,500,000,000, if demand for Currency-Hedged Commodity Securities exceeds these amounts and the Issuer is not able to create more Commodity Contracts, or if the demand for issue of Currency-Hedged Commodity Securities exceeds the daily restrictions, then Currency-Hedged Commodity Securities may trade at a premium to their underlying value (the Price). Investors who pay a premium risk losing the premium if demand for Currency-Hedged Commodity Securities abates or the Issuer is able to source more Commodity Contracts. Currency-Hedged Commodity Securities could trade at a discount to the Price if the Issuer has received redemption requests in excess of the Redemption Limit (which is a daily limit).

The Currency-Hedged Commodity Securities of each type were first issued on various dates commencing in February 2012. There can be no assurance as to the depth of the secondary market (if any) in Currency-Hedged Commodity Securities, which will affect their liquidity and market price.

See also "Other Legal Risks — Commodity Market Disruption" below.

### *General Market Risk*

General movements in local and international markets and factors that affect the investment climate and investor sentiment could all affect the level of trading and, therefore, the market price of Currency-Hedged Commodity Securities. These risks are generally applicable to any investment in listed securities. Investors should note that general movements in markets and factors that affect the investor climate and investor sentiment may have different effects on each of the classes of Currency-Hedged Commodity Securities. Investors should be aware that any and all Currency-Hedged Commodity Securities can go down in price as well as up.

### *Currency*

The Price of Currency-Hedged Commodity Securities of each class will be set in a specific currency. However, Redemption Amounts will be payable in US Dollars by way of a conversion from that specific currency into US Dollars at the relevant foreign exchange rate on the applicable Pricing Date. To the extent that a Security Holder values Currency-Hedged Commodity Securities in a currency other than that specific currency, that value will be affected by changes in the exchange rate between the specific currency applicable to that class and such other currency. Also, as Redemption Amounts will be payable in US Dollars, an Authorised Participant whose Currency-Hedged Commodity Securities are being redeemed may be adversely affected by movements in the exchange rate of that specific currency against the US Dollar between the date a redemption was accepted and the date of payment (and beyond).

## **Operational Risk Factors**

### *Exchange Limits*

U.S. futures exchanges and some other exchanges have regulations that limit the amount of fluctuation in some futures contract prices that may occur during a single business day. These limits are generally referred to as “daily price fluctuation limits” and the maximum or minimum price of a contract on any given day as a result of these limits is referred to as a “limit price”. Once the limit price has been reached in a particular contract, no trades may be made at a price beyond the limit, or trading may be limited for a set time period. Limit prices have the effect of precluding trading in a particular contract or forcing the liquidation of contracts at potentially disadvantageous times or prices. These circumstances could adversely affect the value of any and all Unhedged Commodity Indices and, therefore, the market value of the Currency-Hedged Commodity Securities and could disrupt applications for and redemptions of Currency-Hedged Commodity Securities and the pricing thereof.

Similarly, there may be an adverse effect on the ability to apply for Currency-Hedged Commodity Securities if regulations impose limits on the amount of positions in futures contracts (or if an exemption from such limits is reduced or revoked). Once a position limit has been reached, no trades may be made or trading may be limited. Position limits have the effect of precluding the trading of futures and may therefore affect a Commodity Contract Counterparty’s ability to create Commodity Contracts (due to an inability to hedge its position).

MLI and CGML are each parties to facility agreements with ETFS Commodity Securities Limited and Swiss Commodity Securities Limited, each an Affiliate of the Issuer, in relation to securities tracking Unhedged Commodity Indices and their exposures under those and any other similar agreements, and their hedging activities in connection with those exposures may affect their abilities to create Commodity Contracts under the Facility Agreements.

There may also be a risk of future regulations which may affect the Issuer or a Commodity Contract Counterparty. Such new regulation may include, but is not limited to, the Issuer being subject to registration with and regulation by the U.S. Commodity Futures Trading Commission if it is deemed a market participant in the futures market and the Issuer may accordingly be subject to limits on such futures. This may result in the inability to apply for and redeem Currency-Hedged Commodity Securities and/or disruption to the pricing thereof.

## **Other Legal Risks**

### *Counterparty Credit Risk and Default*

The value of Currency-Hedged Commodity Securities and the ability of the Issuer to pay the Redemption Amount is dependent on the receipt of such amount from a Commodity Contract

Counterparty, and may be affected by the deterioration of the credit and/or a downgrade in the credit rating of the Commodity Contract Counterparties (or any of them). Such deterioration/downgrade in the credit or credit rating of the Commodity Contract Counterparties (or any of them) could cause Currency-Hedged Commodity Securities to trade at a discount to the Price and could result in a loss to Security Holders.

The Commodity Contracts issued by MLI are guaranteed by BAC, but are not guaranteed by any other entity within the BAC Group or by any other person and the Commodity Contracts issued by CGML are guaranteed by CGMH, but are not be guaranteed by any other entity within the Citigroup Group or by any other person. There can be no assurance that any Commodity Contract Counterparty or Guarantor will be able to fulfil its respective payment obligations under the relevant Commodity Contracts and Facility Agreement or Guarantee (as the case may be).

The Issuer will not operate any risk-spreading policies and has Facility Agreements only with MLI and CGML. The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties, but it will not be the Issuer's intention to enter into other Facility Agreements for the purposes of spreading counterparty risk.

If at any given time there are two or more Commodity Contract Counterparties and one of them, the "**Lower Credit**", has its credit rating downgraded or has defaulted on its obligations to redeem Commodity Contracts, then, under the Pool splitting mechanism discussed under the heading "Consolidation and Division of Currency-Hedged Commodity Securities" in Part 4 (*Description of Currency-Hedged Commodity Securities*), the Issuer can separate out the Lower Credit by issuing to the relevant Security Holders new Currency-Hedged Commodity Securities supported only by the Commodity Contracts of the Lower Credit. There can be no assurance that the Issuer will be able to redeem such new Currency-Hedged Commodity Securities at their Price or even at all, and such new Currency-Hedged Commodity Securities may not be admitted to trading on any exchange. Accordingly, a Security Holder could end up holding new Currency-Hedged Commodity Securities that they are unable to sell and which may have limited or no value. If the Issuer is considering exercising its power to implement a Pool split it will not be required to have regard to any proposed but not yet implemented Pool split when allocating Commodity Contracts to one or more of the Commodity Contract Counterparties. Accordingly, shortly after receiving its Currency-Hedged Commodity Securities a Security Holder could be treated as owning Currency-Hedged Commodity Securities attributable to the Lower Credit which may affect the ability of such Security Holder to redeem those Currency-Hedged Commodity Securities. In circumstances where the Issuer is considering exercising its power to implement a Pool split in respect of a particular Pool it may, upon notice to Security Holders, suspend the right to Redeem the Currency-Hedged Commodity Securities of the class or classes attributable to such Pool. Accordingly, a Security Holder may be unable to sell those Currency-Hedged Commodity Securities and such securities may have limited or no value during the period of such suspension.

In the event that the Issuer determines to divide a Pool as referred to above and in accordance with Condition 18.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following the division are attributable Commodity Contracts with the Commodity Contract Counterparty to which the corresponding Commodity Contract Termination had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Currency-Hedged Commodity Securities attributable to a single Pool rather than both Pools as described under the heading "Consolidation and Division of Currency-Hedged Commodity Securities" in Part 4 (*Description of Currency-Hedged Commodity Securities*), and this could be the Pool to which Commodity Contracts with the Lower Credit are transferred.

#### *Realisation of Collateral*

In the event that the Issuer enforces its rights under a Security Agreement and Control Agreement to take control of the Collateral Accounts of any Commodity Contract Counterparty, the Collateral in those Collateral Accounts may not be of sufficient value to cover all Redemption Amounts payable to investors because: (i) enforcement of its rights by the Issuer may have resulted from the Commodity Contract Counterparty failing to post Collateral to the Collateral Accounts to the aggregate value of the Collateral Exposure; (ii) the Collateral Accounts are only required to contain assets to the value of the Collateral



Exposure as at the close of the immediately preceding Business Day on which the calculations and valuations are made and there may be a number of days between such valuations occurring and the date on which the Issuer takes control of the Collateral Accounts, during which time a significant difference between the value of the Collateral in the Collateral Accounts and the Collateral Exposure could arise; (iii) the value of the assets in the Collateral Accounts is not correlated to the Collateral Exposure and may fall due to market conditions; (iv) the assets in each Collateral Account are not required to be denominated in the Relevant Currency and the value of such assets may fall due to exchange rate movements against the Relevant Currency; (v) the Collateral Exposure could rise due to market conditions; (vi) the Collateral Exposure as reported for the purposes of the Commodity Contract Counterparty's obligation to post Collateral when such Collateral was last posted may be less than the aggregate amounts due to Security Holders and others out of the proceeds realised from such Collateral; (vii) the Issuer (or the Trustee) may not be able to realise some or all of the assets in the Collateral Accounts at the prices at which they were valued, even after allowing for the application of valuation percentages; (viii) payment in respect of Redemption Amounts are required to be made in US Dollars and there may be costs involved in converting the proceeds of realisation of the Collateral into US Dollars or the Issuer may otherwise be unable to convert such proceeds into US Dollars; or (ix) there may be certain costs associated with the Issuer's realisation of the assets in the Collateral Accounts. In addition there can be no certainty as to the timeliness of any such enforcement.

Under the terms of each Control Agreement, the Securities Intermediary may utilise depositories, banks or other financial institutions in connection with the custody of the Collateral. In the event that the Issuer enforces its rights under a Security Agreement and Control Agreement to take control of the Collateral Account of a Commodity Contract Counterparty and Collateral is held with such depository, bank or other financial institution as arranged by the Securities Intermediary: (i) the Issuer may not be able to recover all sums due to it and may not therefore have sufficient amounts to fund the Issuer's payment obligations to Security Holders; and/or (ii) it may take longer to realise the Collateral and a Security Holder may therefore experience delays in receiving amounts due to them.

If the amounts received by the Issuer upon the realisation of Collateral (whether realised from the Securities Intermediary or any such depositories, banks or other financial institutions instructed by the Securities Intermediary) are not sufficient fully to cover the Issuer's payment obligations to Security Holders then a Security Holder may incur a loss which may be significant.

#### *Prior Security and Subordination Covenant*

A Commodity Contract Counterparty may have given, or may in the future give, security to the Securities Intermediary for the purposes of its business generally to secure all amounts owed by the Commodity Contract Counterparty to the Securities Intermediary on any account whatsoever, or for other purposes. Such security may be expressed to cover all accounts of the Commodity Contract Counterparty with the Securities Intermediary, and thus extend to the Collateral Accounts and the collateral placed within them. In the absence of any other agreement, such security would rank ahead of that granted to the Issuer.

Under each Control Agreement, the Securities Intermediary has agreed that any security interest in or lien on or right of set-off with respect to any of the Collateral that the Securities Intermediary now or in the future may have is subordinated to the security interest granted in favour of the Issuer by the Commodity Contract Counterparty under the Security Agreement, except to the extent of any fees, charges, expenses and other amounts owed to the Securities Intermediary and incurred in connection with the performance of its duties under the Control Agreement and the maintenance and operation of the Collateral Accounts, for which the Securities Intermediary will have a prior claim to the Collateral in the Collateral Accounts to the extent of the fees, charges, expenses and other amounts owed to the Securities Intermediary and so incurred in respect of the Collateral Accounts. In addition to the matters referred to under the heading "Realisation of Collateral" above, realisation of assets in the Collateral Accounts in order to meet Redemption Amounts will be dependent on the Securities Intermediary complying with its obligations under the Control Agreements, including the agreement referred to in the previous sentence. If the Securities Intermediary, or an insolvency officer of the Securities Intermediary, were to enforce its security and take the proceeds, in breach of the provisions of the Control Agreement, the Issuer might be left with only an unsecured claim against the Securities Intermediary. In addition the fact of the existence of any such security may complicate or postpone any realisation notwithstanding the provisions of the Control Agreement.

There can be no assurance that other entities may not have, or may not claim to have, security over, or other property rights to, the Collateral Accounts and any property in them.

#### *Enforcement by the Trustee*

If the Trustee enforces its security, and takes control of a Collateral Account, the factors referred to in “Realisation of Collateral” and “Prior Security and Subordination Covenant” above will also apply. In addition, the Trustee is dependent upon the Issuer to make or cause to be made and publish its calculations of the Price of the Currency-Hedged Commodity Securities and consequently of any Redemption Amount as referred to in Condition 5.10. If the Issuer is insolvent, or for other reasons, the Issuer may not make and publish such calculations. In such circumstances, there can be no assurance that the Trustee will be able to perform such calculations, or to find a third party able and willing to perform such calculations for it. The Prices of all classes of Currency-Hedged Commodity Securities are determined in accordance with a formula and (save in respect of certain specific elements or in the case of market disruptions) there is no provision for a calculation agent to make a conclusive determination of the Price. There can therefore also be no assurance that any Price or Redemption Amount which is calculated by or on behalf of the Issuer or the Trustee will accord with that calculated by a Commodity Contract Counterparty, or (in the event of a Compulsory Redemption) that the day upon which the Price payable by the Commodity Contract Counterparty to the Issuer is calculated under the relevant Facility Agreement will be the same as the day on which the Price or Redemption Amount payable on the Currency-Hedged Commodity Securities will be calculated (so that there may be a mismatch). Accordingly, following a Counterparty Event of Default there may be delays in obtaining a Price for certain classes of Currency-Hedged Commodity Securities which could result in a Security Holder being unable to redeem their securities. There may also be inaccuracies in the Price calculation which could result in losses to Security Holders.

#### *EU Bank Recovery and Resolution Directive*

Pursuant to the EU Bank Recovery and Resolution Directive (2014/59/EU) (“**BRRD**”) EU member states were required to introduce a recovery and resolution framework for banks and significant investment firms (“**institutions**”) giving national competent and resolution authorities powers of intervention where such an institution is deemed to be failing or likely to fail.

Among other things the BRRD provides for the introduction of a “bail-in tool” under which resolution authorities may write down claims of the institution’s shareholders and creditors and/or convert such claims into equity. Exceptions to this include secured liabilities, client assets and client money. If following a bail-in it is determined, based on a post-resolution valuation, that shareholders or creditors whose claims have been written down or converted into equity have incurred greater losses than they would have done had the institution had been wound up under normal insolvency proceedings, the BRRD provides that they are entitled to payment of the difference.

Other powers of intervention include the power to close out open derivatives positions, temporarily to suspend payment or delivery obligations, restrict or stay the enforcement of security interests and suspend termination rights.

Under BRRD policy, financial public support of an institution should only be used as a last resort after all other measures (including bail-in) have been assessed and exploited to the fullest extent possible.

As MLI and CGML are both UK financial institutions, they are subject to BRRD. BRRD applies automatically in the case of agreements governed by any European Economic Area law (such as the Facility Agreements and the Commodity Contracts) and institutions are required by BRRD to ensure that agreements governed by other laws include a term under which the creditor of the institution covered by BRRD recognises the liability may be subject to the exercise of write-down and conversion powers. As the MLI Security Agreement, the MLI Control Agreement, the CGML Security Agreement and the CGML Control Agreement are governed by New York law, they include (or separately incorporate) such acknowledgments.

The implementation of a resolution process in relation to an institution which is a counterparty to or obligor of the Issuer could result in a bail-in being exercised in respect of any unsecured claims the Issuer has against that institution. As a result, the amount outstanding under such claims could be reduced to zero or converted into ordinary shares or other instruments of ownership in the institution or the terms of such claims could be varied.

The application of BRRD to an institution could also result in derivatives positions (including Commodity Contracts) held by the Issuer with the institution being closed out or terminated, and delays in the ability of the Issuer to enforce its rights in respect of collateral or otherwise against the institution concerned. Any payment of compensation due to the Issuer as a result of the Issuer being worse off as a result of a bail-in is likely to be delayed until after the completion of the resolution process and may prove to be less than anticipated or expected or may be the subject of dispute.

#### *U.S. Stay Resolution Provisions*

Regulations (“**U.S. SRR Provisions**”) have been adopted by U.S. prudential regulators in respect of certain entities that are part of a banking organisation designated as a global-systemically important banking organisation. The U.S. SRR Provisions apply directly to banking entities (collectively “**Covered Entities**”) that are (1) deemed to be global systemically important U.S. banking organisations (“**U.S. GSIBs**”) or that meet an asset size threshold, (2) certain subsidiaries of a U.S. GSIB and (3) certain U.S. operations of systemically important non-U.S. banking organisations. The U.S. SRR Provisions seek to reduce the potential that the resolution of a Covered Entity will be disorderly and lead to disruptive asset sales and liquidations which prudential regulators are concerned could spark a broad financial crisis.

The effect of the U.S. SRR Provisions is to eliminate certain contractual rights in certain financial contracts (“**qualified financial contracts**”), such as agreements relating to swaps, currency forwards and other derivatives as well as repurchase agreements and securities lending agreements, such that the counterparties to these contracts (a) are subject to a stay for a specified time period during which they will be prevented from closing out a qualified financial contract if the Covered Entity is subject to resolution proceedings and (b) are prohibited from exercising default rights due to a receivership or similar proceeding of an affiliate of the Covered Entity. In some instances the U.S. prudential regulator administering the resolution could transfer the qualified financial contracts to another financial institution that is not in an insolvency proceeding.

The Issuer believes that each of the Counterparties and its Guarantor is a Covered Entity and that the Commodity Contracts and Guarantees to which it is a party are qualified financial contracts to which the U.S. SRR Provisions apply.

The U.S. SRR Provisions apply directly to qualified financial contracts that are governed by U.S. law and to U.S. persons, but they also require Covered Entities to include in all qualified financial contracts that are not governed by U.S. law (or the law of a State of the United States) contractual provisions reflecting the requirements of the U.S. SRR Provisions that delay or restrict the rights of counterparties, such as the Issuer, to exercise certain close-out, cross-default and similar rights under certain conditions.

The U.S. SRR Provisions come into force on various dates that commenced in January 2019 and are due to be complied with by 1 July 2019.

The Facility Agreements are governed by English law and accordingly each of the Counterparties is required to amend its Facility Agreement with the Issuer to include such provisions, failing which it may be unable to continue to create Commodity Contracts. The U.S. SRR Provisions enable compliance either by bilateral agreement or by adherence to a standard ISDA protocol.

Implementation of these requirements may increase credit, close-out and other risks in respect of the Currency-Hedged Commodity Securities. As no resolution of a Covered Entity has taken place with the U.S. SRR Provisions in effect, it is unclear how they will operate in practice. There is however a risk that, in the event of a default of a Commodity Contract Counterparty and where the powers or required contractual provisions under the U.S. SRR Provisions are exercised, Security Holders may incur losses because during this period, for example because:

- (a) Security Holders may be unable to Redeem their Currency-Hedged and Leveraged Commodity Securities and so would not be able to realise their investment at a time and value of their choosing;
- (b) the Issuer may be prevented from giving notice to the relevant Commodity Contract Counterparty of a Compulsory Pricing Date under the relevant Facility Agreement which, if all Currency-Hedged Commodity Securities of a particular class are to be Redeemed, could prevent the Issuer

from redeeming such Currency-Hedged Commodity Securities, which could delay a Security Holder realising their investment; and

- (c) the assets in any Pool may be reduced, so that Security Holders (for the corresponding class) would receive less than the Price of their Currency-Hedged Commodity Securities on a subsequent Redemption or Compulsory Redemption.

#### *Commodity Contract Counterparty Withholding*

In certain circumstances where a Commodity Contract Counterparty considers that an amount payable by it in respect of a Commodity Contract Termination is, may be or may be about to be required by any applicable law of the United States to be paid subject to any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, by law (as modified by the practice of any relevant governmental revenue authority) then in effect, then it may give 30 days' notice to the Issuer under the Facility Agreement and until the expiry of such notice it will be obliged to "gross-up" the amounts so payable by it subject (in the case where the beneficial holder of the relevant Currency-Hedged Commodity Securities being redeemed is not an Authorised Participant) to provision to the Commodity Contract Counterparty of certain beneficial owner certifications to allow the Commodity Contract Counterparty (if possible) to pay the relevant amount without any such deduction or withholding, or with such deduction or withholding at a reduced rate. Payment on redemption to persons who are not Authorised Participants may in these circumstances be subject to their giving to the Issuer and the Commodity Contract Counterparty such beneficial owner certifications. Following the expiry of such 30 days' notice, the Commodity Contract Counterparty will not be obliged to "gross-up" any amounts payable by it and if the Issuer makes payment on Redemption only of the net amount so paid, that shall not be a Defaulted Obligation.

#### *Activities of Bloomberg, Commodity Contract Counterparties and Authorised Participants*

The Commodity Contract Counterparties and their affiliates are active traders in commodities markets, including in the physical markets for commodities, in the futures markets (on each of the Exchanges and on other commodity exchanges) and the over-the-counter markets, including trading of commodity swaps, options and other derivatives. These trading activities may present a conflict between the interests of holders of the Currency-Hedged Commodity Securities and the interests that the Commodity Contract Counterparties and their affiliates will have in their proprietary accounts, in facilitating transactions, including options and other derivatives transactions, for their customers and in accounts under their management. These trading activities, if they influence the value of the Unhedged Commodity Indices or any Commodity Index, could be adverse to the interests of the holders of the Currency-Hedged Commodity Securities. Moreover, the Commodity Contract Counterparties or their affiliates have published and in the future expect to publish research reports with respect to some or all of the Commodity Indices or Unhedged Commodity Indices or components and physical commodities generally. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Currency-Hedged Commodity Securities. The research should not be viewed as a recommendation or endorsement of the Currency-Hedged Commodity Securities in any way and investors must make their own independent investigation of the merits of this investment. Any of these activities by the Commodity Contract Counterparties or their affiliates may affect the market price of the Commodity Indices or Unhedged Commodity Indices or components and the value of the Commodity Indices or Unhedged Commodity Indices and, therefore, the market value of the Currency-Hedged Commodity Securities. In addition, the Commodity Contract Counterparties and their affiliates may underwrite or issue other securities or financial instruments indexed to the Commodity Indices or Unhedged Commodity Indices and related indices and/or UBS Securities and Bloomberg may license the Commodity Indices or Unhedged Commodity Indices or related indices for publication or for use by unaffiliated third parties. Further, the Authorised Participants or their affiliates also trade in various sectors of the commodities markets.

These activities could give rise to conflicts of interest which are adverse to the interests of Security Holders and could have a negative impact on the Price of Currency-Hedged Commodity Securities and could result in a loss to Security Holders. For example, a market maker in a financial instrument linked to the performance of the Bloomberg Commodity Index<sup>SM</sup> or related indices may expect to hedge some or all of its position in that financial instrument. Purchase (or selling) activity in the underlying Unhedged

Commodity Indices components in order to hedge the market maker's position in the financial instrument may affect the market price of the futures contracts upon which the Unhedged Commodity Indices are based, which in turn would affect the value of those indices, the Commodity Indices and thus the Currency-Hedged Commodity Securities.

With respect to any of the activities described above, none of UBS Securities, Bloomberg, the Commodity Contract Counterparties, BAC, CGMH, the Authorised Participants or their respective affiliates has any obligation to the Issuer to take the needs of any buyers, sellers or holders of Currency-Hedged Commodity Securities into consideration at any time.

#### *Commodity Market Disruption*

Futures exchanges have the potential to suffer from market disruption, due to trading failures at the exchange or the imposition of volume or price restrictions. Such events could cause a Trading Day to be classified as a Commodity Market Disruption Day, resulting in it not being possible to price one or more classes of Commodity Securities that day. If a Commodity Index is not published for five or more consecutive General Trading Days by reason of those General Trading Days being Commodity Market Disruption Days in relation to that Commodity Index then the Calculation Agent is required to calculate and provide to the Issuer a substitute value for that Commodity Index on each subsequent General Trading Day for as long as the Commodity Market Disruption Event continues. On each General Trading Day in respect of which a substitute value for that Commodity Index is provided, that day will not be a Commodity Market Disruption Day. However, there can be no guarantee that the Calculation Agent will calculate and provide such substitute value. The occurrence of a Commodity Market Disruption Event may therefore cause a delay in the application or redemption process (where settlement pricing is being used) which could adversely affect potential or existing Security Holders. In addition, where a Commodity Market Disruption Event occurs, the change in Price of a Currency-Hedged Commodity Security may not track precisely (before fees and adjustments) the daily change in the level of the relevant Commodity Index.

#### *Only Authorised Participants May Apply for or Redeem Currency-Hedged Commodity Securities*

Generally only Authorised Participants may deal with the Issuer in applying for or redeeming Currency-Hedged Commodity Securities, save in relation to redemptions where at any time there are no Authorised Participants or in other circumstances announced by the Issuer. The Issuer has agreed to use reasonable endeavours to ensure that at all times after the date three months following Listing there are at least two Authorised Participants and until then at least one Authorised Participant. There can, however, be no assurance that there will at all times be an Authorised Participant to deal with the Issuer in applying for or redeeming Currency-Hedged Commodity Securities.

Under the Facility Agreements each Commodity Contract Counterparty has the right to give notice (with immediate or delayed effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if the Commodity Contract Counterparty deems such person to be unacceptable to it as an Authorised Participant for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants, with the result that no Currency-Hedged Commodity Securities could be created. In such event it may also be difficult or impossible to sell Currency-Hedged Commodity Securities on the London Stock Exchange or other exchanges at a price close to the Price therefor or within a reasonable time period, although Security Holders will be entitled to redeem their Currency-Hedged Commodity Securities.

#### *Early Redemption of Currency-Hedged Commodity Securities*

The Issuer may, at any time, upon not less than 30 days' notice (or seven days' notice in the event that the Facility Agreement is terminated or two days' notice in the event of a fall in Price relative to the Principal Amount) by RIS announcement to the Security Holders, redeem all Currency-Hedged Commodity Securities of a particular class. The Trustee may, at any time, where an Issuer Insolvency Event or Counterparty Event of Default has occurred and is continuing, upon 20 Business Days' notice to the Issuer, require the Issuer to redeem all Currency-Hedged Commodity Securities.

Bloomberg may cease to publish a Commodity Index. If so, all Currency-Hedged Commodity Securities of the class relating to that Commodity Index will be redeemed.

The Conditions provide that the amount payable upon a Redemption of a Currency-Hedged Commodity Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Currency-Hedged Commodity Security on the applicable Pricing Day, in each case converted into US Dollars at the relevant Settlement Foreign Exchange Rate. As each class of Currency-Hedged Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for each relevant class of Currency-Hedged Commodity Securities does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Currency-Hedged Commodity Security falling below its Principal Amount by the following measures: the Issuer may (i) where necessary, seek the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Currency-Hedged Commodity Security to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Currency-Hedged Commodity Security falls to 2.5 times the Principal Amount of such Currency-Hedged Commodity Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement elect to redeem the Currency-Hedged Commodity Securities of that class. The right pursuant to (ii) above will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount, subject to any further fall in the Price of any class of Currency-Hedged Commodity Securities to 2.5 times the Principal Amount or below.

Under the Facility Agreements, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Currency-Hedged Commodity Securities of that class.

The Issuer may, at any time by not less than seven nor more than 14 Trading Days' written notice, redeem any Currency-Hedged Commodity Securities held by Prohibited US Persons or Prohibited Benefit Plan Investors, held by Security Holders who have not provided appropriate certifications as to their status in accordance with the Conditions or in certain other circumstances specified in the Conditions.

MLI has only agreed to provide Commodity Contracts to the Issuer for ten years from 23 February 2012 and CGML has only agreed to provide Commodity Contracts to the Issuer for ten years from 24 October 2017 (although) each Commodity Contract Counterparty may terminate its Facility Agreement on three months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Currency-Hedged Commodity Securities.

Consequently, an investment in Currency-Hedged Commodity Securities may be redeemed earlier than desired by a Security Holder and at short notice. In these circumstances, the Security Holder may suffer a loss if the cash value of the Currency-Hedged Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Security Holder rather than on the date of the early redemption. Early redemption could also lead to a Security Holder incurring a tax charge that it would otherwise not be subject to and/or if the redemption takes place at a time when the cash value of the Currency-Hedged Commodity Securities redeemed is lower than when they were purchased by the Security Holder, the Security Holder could suffer a loss.

#### *Exchange Rate Risk*

Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a specified currency. Even if there are no actual exchange controls, it is possible that a currency may become unavailable. Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by a devaluation or revaluation of a currency. Such actions or events may have an adverse effect on the performance of Commodity Indices that reflect a currency hedge referable to the Relevant Currency and, consequently, on the Price or availability of Currency-Hedged Commodity Securities.

If the availability on any Trading Day of a market for converting currencies is adversely affected as a result of events and circumstances such as market illiquidity, imposition of foreign exchange rate controls or changes in regulation, such Trading Day may be classified as a FX Market Disruption Day, resulting in the inability to create or cancel Commodity Contracts. If a FX Market Disruption Event occurs and five or more General Trading Days are FX Market Disruption Days then the Calculation Agent is required to calculate and provide to the Issuer a substitute Foreign Exchange Rate in respect of each Currency on each subsequent General Trading Day for as long as the FX Market Disruption Event continues. On each General Trading Day in respect of which a substitute Foreign Exchange Rate is provided, that day will not be a FX Market Disruption Day. However, there can be no guarantee that the Calculation Agent will calculate and provide such substitute Foreign Exchange Rate.

It is also possible that as a result of restrictions on holding or exchanging currencies a Commodity Contract Counterparty may be unable to create or cancel Commodity Contracts resulting in such an event being classified as a FX Restriction Event.

In the event of a FX Market Disruption Event, unless and until a substitute foreign exchange rate is provided as referred to above, or the event of a FX Restriction Event and for so long as the FX Restriction Event is occurring, the Commodity Contract Counterparties will not be obliged to create or cancel Commodity Contracts, in which case the Issuer will be unable to issue or Redeem Currency-Hedged Commodity Securities. This may result in the Security Holder being unable to redeem the Currency-Hedged Commodity Securities when desired or at all which may result in the Security Holder suffering a loss.

#### *No Recourse Except to the Issuer and the Secured Property*

Currency-Hedged Commodity Securities will be obligations solely of the Issuer. In particular, Currency-Hedged Commodity Securities will not be obligations or responsibilities of, or guaranteed by, the Trustee, the Registrar, Bloomberg, UBS Securities or any other member of the UBS Group, MLI or any other member of the BAC Group, CGML or any other member of the Citigroup Group, any direct or indirect shareholder of the Issuer or any of the Authorised Participants. The Issuer is a special purpose company established for the purpose of issuing exchange traded commodities (ETCs) as asset-backed securities.

If the net proceeds of realisation of the Secured Property in respect of a particular Pool, following enforcement of the Security Deed applicable to that Pool, are less than the aggregate amount payable in such circumstances by the Issuer in respect of Currency-Hedged Commodity Securities of that class, the obligations of the Issuer in respect of such Currency-Hedged Commodity Securities will be limited to the net proceeds of realisation of that Secured Property. In such circumstances the assets (if any) of the Issuer other than those attributable to the relevant Pool will not be available for payment of such shortfall, the rights of the relevant Security Holders to receive any further amounts in respect of such obligations shall be extinguished and none of the Security Holders or the Trustee may take any further action to recover such amounts. For this purpose Collateral posted in a Collateral Account relating to one Currency will be used to satisfy the relevant Commodity Contract Counterparty's obligations in respect of its Commodity Contracts denominated in that Currency and any surplus thereafter used to satisfy any balance of its obligations in respect of its other Commodity Contracts. In these circumstances, the Security Holder would suffer a loss.

Any claims made against the Issuer will be satisfied in order of the priority of payments in accordance with the Trust Instrument, further details of which are set out in Condition 16 (*Application of Moneys*) in Part 7 (*Trust Instrument and Currency-Hedged Commodity Securities*). Following the priority of payments, the security may be insufficient and the Issuer may not be able to return the full Redemption Amount to investors who may suffer a loss as a result.

#### *Limited Enforcement Rights*

The Trustee may enforce the Security at its discretion but is only required to enforce the Security on behalf of a Security Holder if it is directed to do so:

- (a) by a Security Holder to whom a Defaulted Obligation is owed; or
- (b) if an Issuer Insolvency Event or Counterparty Event of Default has occurred and is continuing,
  - (i) in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the

last signature) of the Currency-Hedged Commodity Securities (as a whole) then outstanding, or (ii) by an Extraordinary Resolution,

in each case provided that the Trustee is indemnified and/or secured to its satisfaction. In circumstances where the Trustee is not obliged to enforce the Security, a Security Holder will have no right to proceed directly against the Issuer and may therefore not be able to realise the value of their investment.

#### *Recognition of Security in other Jurisdictions*

The laws of certain jurisdictions may affect some or all of the assets comprising the Secured Property in relation to any Pool. In the event that the laws of a jurisdiction do not recognise the security granted by the Security Deed, such security may not be effective in relation to assets deemed located in that jurisdiction and/or such assets may be subject to claims which would otherwise rank after claims secured by the Security Deed.

The Issuer has taken the following steps to perfect the security granted under the Security Deed relating to the Security Agreements: (a) the Issuer has notified the Securities Intermediary of the security so granted in writing and the Securities Intermediary has in writing acknowledged to the Issuer and the Trustee such notification; and (b) the Issuer's grant of the security interest is expressly acknowledged in the Control Agreements with provision made under the Control Agreements for the Securities Intermediary to act on the instructions of the Trustee enforcing the security.

The Issuer may take further steps if required in order to perfect such security under English law. However the security so granted may not be recognised or perfected under the laws of other jurisdictions in which some or all of the assets comprising the Secured Property in relation to any Pool may be deemed to be located.

#### *Index Calculations by UBS Securities and by Bloomberg*

The Issuer is not affiliated with Bloomberg or UBS Securities in any way (except for the agreements and licensing arrangements described in this Prospectus) and has no ability to control or predict their actions, including any errors in or discontinuation of disclosure regarding its methods or policies relating to the calculation of the Bloomberg Commodity Index<sup>SM</sup> or related indices (including the Commodity Indices). The policies of UBS Securities and Bloomberg concerning the calculation of the level of the Bloomberg Commodity Index<sup>SM</sup> or related indices (including the Commodity Indices), additions, deletions or substitutions of Bloomberg Commodity Index<sup>SM</sup> components and the manner in which changes affecting the Bloomberg Commodity Index<sup>SM</sup> components are reflected in the Bloomberg Commodity Index<sup>SM</sup> and related indices (including the Commodity Indices) could adversely affect the value of the Bloomberg Commodity Index<sup>SM</sup> or related indices (including the Commodity Indices) and, therefore, the market value of the Currency-Hedged Commodity Securities.

Additional commodity futures contracts may satisfy the eligibility criteria for inclusion on the Bloomberg Commodity Index<sup>SM</sup>, and commodity futures contracts currently included in the Bloomberg Commodity Index<sup>SM</sup> may fail to satisfy such criteria. The weighting factors applied to each included futures contract may change annually, based on changes in commodity production and volume statistics. In addition, UBS Securities and Bloomberg may modify the methodology for determining the composition and weighting of the Bloomberg Commodity Index<sup>SM</sup> and related indices, for calculating their respective values in order to assure that the Bloomberg Commodity Index<sup>SM</sup> and related indices represent an adequate measure of market performance or for other reasons, or for calculating the values of the Bloomberg Commodity Index<sup>SM</sup> and related indices (including the Commodity Indices). Any such changes could adversely affect the market value of the Currency-Hedged Commodity Securities.

Under the MLI Facility Agreement and the Calculation Agency Agreement, MLI has agreed that in the event Bloomberg ceases to calculate and publish any Commodity Index, it as Calculation Agent will use its reasonable endeavours to calculate settlement values of such Commodity Indices for each Pricing Day using the same methodology and processes for each individual commodity as are used from time to time for the calculation of the Bloomberg Commodity Index<sup>SM</sup> and the Bloomberg Commodity Indexes<sup>SM</sup> Currency-Hedged Versions but there is no assurance that those indices will continue to be published. If the Commodity Indices or any of them cease to be published, the Issuer will endeavour to ensure that replacement indices are published, but there is no assurance that this will be achieved. In that event some or all of the Currency-Hedged Commodity Securities may be redeemed.



Under the Calculation Agency Agreement, MLI, if it considers that, as a result of the application in the United Kingdom of the EU Benchmarks Regulation, any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome). See “EU Benchmarks Regulation” below.

In certain circumstances under the Facility Agreements and the Calculation Agency Agreement, including where a Market Disruption Event in respect of a Commodity Index occurs on five or more consecutive Trading Days (irrespective of whether a Commodity Index is published for those Trading Days), the Calculation Agent is required to calculate a substitute value for each Trading Day thereafter while that circumstance persists. While the Calculation Agent is required to act in good faith and in a commercially reasonable manner (i) it owes no duty to any Security Holder or the Trustee in respect of any determination made by it and (ii) any such substitute value may differ from the Commodity Index.

From time to time commodities presently represented in the Bloomberg Commodity Index<sup>SM</sup> may cease to be included therein. In that event, an Individual Commodity Index in respect of that commodity may cease to be published. If this occurs, all Individual Securities of that class will be redeemed.

#### *EU Benchmarks Regulation*

If MLI as Calculation Agent notifies the Issuer that it considers that, as a result of the application in the United Kingdom of the EU Benchmarks Regulation, any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- the Issuer may suspend the redemption by Settlement Pricing (but not by Agreed Pricing) of that class for up to 90 days;
- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing;
- if such suspension has been in effect for at least 30 days, the Issuer may redeem compulsorily the Commodity Securities of the relevant class on not less than two Business Days’ notice; and
- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days’ notice (in which event the applicable Commodity Securities will be redeemed).

#### *Calculation Agent Conflicts of Interest*

In addition to being the obligor under the MLI Facility Agreement, MLI is also the Calculation Agent under both the MLI Facility Agreement and the CGML Facility Agreement (but not for the purposes of the Conditions, the Currency-Hedged Commodity Securities or the Trust Instrument). In acting as Calculation Agent, MLI is obliged to act in good faith and in a commercially reasonable manner, but otherwise its calculations are binding in the absence of manifest error. The role of MLI as Calculation Agent may give rise to conflicts of interest which are adverse to the interests of Security Holders.

#### *Change to Designated Contracts and/or Roll Period*

The choice of Designated Contracts, Designated Month Contracts and the Roll Period used to price each Individual Commodity Index is determined by Bloomberg in conjunction with UBS Securities and may be changed from time to time. The termination or replacement of any Designated Contract or Designated Month Contract and/or the change to a Roll Period may have an adverse impact on the value of an Individual Commodity Index.

#### *Changes to Pricing Provisions*

Where Settlement Pricing is to be used for a Redemption, a Price in the Relevant Currency will be determined for each class relevant to such Redemption on the day the Redemption Form is lodged or deemed lodged if it is a Pricing Day for that class; if it is not then (unless withdrawn where permitted under the Conditions) the Conditions (and the Facility Agreements in respect of the corresponding Commodity Contracts) contain provisions designed to determine a Price based on the value of equivalent underlying futures contract positions for days following the day the Redemption Form is lodged or deemed lodged until values can be determined for all equivalent underlying futures contract positions. Under the Conditions, the Issuer may amend these provisions (and corresponding changes to the Facility Agreements) without the consent of the Trustee if the Issuer certifies to the Trustee that the Issuer and the Commodity Contract Counterparties consider that such provisions (and the corresponding provisions in the Facility Agreements) do not operate or have the effect in relation to days that are or follow a Market Disruption Day they intended.

#### *Financial transaction tax*

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the "**Commission's Proposal**") for a financial transaction tax ("**FTT**") to be adopted in certain participating European Union member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"), although Estonia has since stated that it will not participate). In addition, certain countries (such as France and Italy) have unilaterally introduced or announced their own financial transactions tax and other may follow suit.

If the Commission's Proposal is adopted in its current form, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the purchase and sale of financial instruments).

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the financial transaction is issued in a Participating Member State.

There is a risk that the FTT may give rise to tax liabilities for the Issuer with respect to certain transactions in the Currency-Hedged Commodity Securities if it is adopted based on the Commission's Proposal. In addition, Security Holders which are financial institutions may be directly liable for the FTT in respect of those securities.

The FTT proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to implementation, the timing of which remains unclear. Additional European Union member states may decide to participate. It may be that the FTT is not implemented. Prospective holders of the Currency-Hedged Commodity Securities are advised to seek their own professional advice in relation to the FTT.

#### *Undertakings for Collective Investment in Transferable Securities (UCITS)*

Prospective investors which are UCITS, i.e. which comprise a scheme which is an undertaking for collective investment in transferable securities subject to the Council Directive of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (No 85/611/EEC) (the "**UCITS Directive**"), as amended, need to satisfy themselves that an investment in the Currency-Hedged Commodity Securities would comply with any regulations and/or guidelines applicable to them pursuant to the

UCITS Directive and any laws, regulations or guidelines of their jurisdiction of incorporation and would be in line with their individual investment objectives. Failure to comply with such restrictions may cause a UCITS which is a Security Holder to be in breach of its compliance obligations under the UCITS Directive, laws of its jurisdiction of incorporation or investment objectives and policies, and therefore to be exposed to regulation sanctions under its national regime.

#### *Organisation for Economic Co-operation and Development (“OECD”) Common Reporting Standard*

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“**CRS**”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with other participating tax authorities in which the investors of the reporting financial institutions are tax resident on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in September 2017. Jersey has implemented the CRS. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject the Issuer to penalties and/or other sanctions under the implementing regulations in Jersey and/or an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Currency-Hedged Commodity Securities.

#### *Changes in Regulation*

The scope and requirements of regulation applicable to the Issuer and the Commodity Contract Counterparties continues to change and evolve and there is a risk that as a result it may prove more difficult or impossible, or more expensive, for the Issuer or the Commodity Contract Counterparties to continue to carry on their functions in the manner currently contemplated, including a risk that future regulation of the commodity futures market may result in increased hedging costs for the Commodity Contract Counterparties or limits on the extent of their permitted hedging activities. This may require that changes are made in the future to the agreements applicable to the Programme and may result in changes to the commercial terms of the Currency-Hedged Commodity Securities (such as reductions in the Creation Limits and the Redemption Limits and/or increase in the amounts required by the Commodity Contract Counterparties to cover their hedging costs, which would result in a reduction in the Capital Adjustment and hence a reduction in the Price) and/or the inability to apply for and Redeem Currency-Hedged Commodity Securities and/or Compulsory Redemption of some or all of the Currency-Hedged Commodity Securities and/or disruption to the pricing thereof.

#### *‘Brexit’*

Pursuant to the UK European Referendum Act 2015, a referendum on the United Kingdom’s membership of the EU was held on 23 June 2016 with the majority voting to leave the EU. On 29 March 2017, the UK Government exercised its right under Article 50 of the Treaty of the European Union (“**Article 50**”) to leave the EU. Unless the UK and EU agree a different date (or the Article 50 notice is withdrawn), the UK is set to formally leave the EU on 29 March 2019. As at the date of this prospectus, negotiations between the UK Government and the Governments of the other EU Member States to determine the manner of the UK’s departure from the EU remain ongoing. The EU has published a working draft of the Article 50 withdrawal agreement which provides for a transition period lasting until December 2020 during which EU law would continue to apply to the UK as if it were a member state. However, the Article 50 withdrawal agreement has not yet been fully agreed and there is a risk that the UK will leave the EU without any transitional arrangements in place (a “disorderly Brexit”).

Whilst the medium to long-term consequences of the decision to leave the EU remain uncertain, there could be short-term volatility which could have a negative impact on general economic conditions in the UK and business and consumer confidence in the UK, which may in turn have a negative impact elsewhere in the EU and more widely. The longer-term consequences may be affected by the terms of any future arrangements the UK has with the remaining member states of the EU. Among other things, the UK’s decision to leave the EU could lead to instability in the foreign exchange markets, including volatility in the value of the pound sterling or the euro.

Deteriorating business, consumer or investor confidence could lead to (i) reduced levels of business activity; (ii) higher levels of default rates and impairment; and (iii) mark to market losses in trading portfolios resulting from changes in credit ratings, share prices and solvency of counterparties.

No assurance can be given that such matters would not adversely affect the market value and/or the liquidity of the Currency-Hedged Commodity Securities in the secondary market and/or the ability of the Issuer to satisfy its obligations under the Currency-Hedged Commodity Securities.

In the event of any such “disorderly Brexit”, the potential effect on the legal and regulatory environment applicable to the Programme and to investors is unclear and may have adverse and/or unforeseeable consequences. As at the date of this Prospectus (a) the UK has enacted the European Union (Withdrawal) Act 2018 which provides a framework for the “onshoring” of “retained EU law” as at the date on which the UK leaves the EU; and (b) HM Treasury and other UK government departments are in the process of preparing subordinate legislation necessary to give effect to that. This is still ongoing and many of the relevant laws are in draft form. In addition, the European Securities and Markets Authority (“**ESMA**”) has warned that, following a “disorderly Brexit”, prospectuses approved by the FCA prior to exit date will not be valid to permit the public offer of securities or the admission to trading of securities in the remaining 27 EU States or the European Free Trade Association States. Unless therefore and until a new prospectus is prepared by the Issuer and approved in another Member State, the liquidity after exit day of the Currency-Hedged Commodity Securities may be adversely affected.

## FREQUENTLY ASKED QUESTIONS

*This section is intended to answer some of the questions which a prospective investor may have when considering an investment in Currency-Hedged Commodity Securities. It is not intended to be a summary of or a complete description of the information contained in this Prospectus and an investment in Currency-Hedged Commodity Securities should only be made after careful consideration of this Prospectus.*

*Capitalised terms shall have the meanings given to them in the section entitled “Definitions and Interpretation”.*

### **What are Currency-Hedged Commodity Securities?**

Currency-Hedged Commodity Securities are secured, undated limited recourse debt securities issued by ETFs Hedged Commodity Securities Limited, a Jersey company established as a special purpose vehicle for the purpose of issuing the Currency-Hedged Commodity Securities. The Currency-Hedged Commodity Securities have been designed to enable investors to gain exposure to daily changes in indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts for which the effects of foreign exchange risk are hedged, and to enable investors to buy and sell that interest through the trading of a security on a stock exchange.

### **What are the Commodity Indices?**

The Commodity Indices are indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts for which the effects of foreign exchange risk are hedged. They are calculated by Bloomberg in conjunction with UBS Securities and published by Bloomberg and known as the Bloomberg Commodity Index family.

### **How do Currency-Hedged Commodity Securities provide a return based on the movements of Commodity Indices?**

The Currency-Hedged Commodity Securities provide exposure (before fees and adjustments and in the absence of Market Disruption Events) to movements in the level of a Commodity Index, such that if the level of the Commodity Index falls the Price of a Currency-Hedged Commodity Security will also fall (and vice versa).

### **How do the Currency-Hedged Commodity Securities minimise the impact of exchange rate movements?**

Currency-Hedged Commodity Securities aim to minimise the impact of exchange rate movements on an Australian Dollar, Euro or Pound Sterling investor’s return by tracking indices which hedge on a daily basis the exposure to commodity futures against exchange rate movements between the US Dollar and the Australian Dollar, Euro or Pound Sterling, respectively.

### **Do the Currency-Hedged Commodity Securities provide a pure hedge against the impact of exchange rate movements?**

Currency-Hedged Commodity Securities do not provide a pure currency hedge (sometimes called a “quanto” hedge) in which the value in the relevant currency would rise or fall in direct proportion to rises and falls in the value in US Dollars of an unhedged investment as investors will remain exposed to the effect of foreign exchange rate movements on any change in the value of commodity futures between the daily adjustments of the currency hedge (the intra-day changes).

### **How does the Issuer back its exposure to Commodity Indices?**

Each class of Currency-Hedged Commodity Security is backed by an equal number of Commodity Contracts of the same class entered into with a Commodity Contract Counterparty under the terms of a Facility Agreement.

Under the Facility Agreement, the Issuer pays all of the issue proceeds of that class of Currency-Hedged Commodity Security to the Commodity Contract Counterparty and in return the Commodity Contract Counterparty provides the Issuer with an equal number of Commodity Contracts of the same

class. The Commodity Contracts of a particular class will provide the Issuer with exposure to the daily change of the value of the relevant Commodity Index (less fees, expenses and other adjustments) for an amount equal to the issue proceeds of the related class of Currency-Hedged Commodity Securities. The Commodity Contract Counterparty is also required to post collateral with respect to the Commodity Contracts as described under “*What is the purpose of the collateral?*” below.

### **What is the Price?**

The Price of a particular class of Currency-Hedged Commodity Securities is calculated in accordance with a set formula and examples of how it is calculated are set out in Part 2 (*How does a Security Holder determine the value of their investment?*). The Price reflects the daily change in the value of the Commodity Index and the applicable fees payable by a Security Holder in respect of that class of Currency-Hedged Commodity Securities.

### **When will the Price of a Currency-Hedged Commodity Security be published?**

The Price for a particular Pricing Day will be published on the Issuer’s website on the next Business Day at <https://www.wisdomtree.eu/pricing>

### **What is a Commodity Contract Counterparty?**

The Commodity Contract Counterparties are entities with which the Issuer has entered into a Facility Agreement, pursuant to which the Issuer will purchase Commodity Contracts from the relevant Commodity Contract Counterparty. As at the date of this Prospectus, MLI and CGML are the Commodity Contract Counterparties under the Programme.

### **Is an investment in a Commodity Index the same as investing in the underlying commodities?**

An investment in a Commodity Index is not the same as investing directly in the underlying commodities. Importantly, an investment in a Commodity Index does not give any ownership interest, right or entitlement to any actual commodity or commodity futures contract. Any amounts payable on the Currency-Hedged Commodity Securities will be in cash, and the holders of the Currency-Hedged Commodity Securities will have no right to receive delivery of any commodity or commodity futures contract at any time.

### **Who makes calculations in respect of a Commodity Index?**

The Commodity Indices are constructed and published pursuant to a joint arrangement between UBS Securities and Bloomberg. The Bloomberg Commodity Index<sup>SM</sup> and its sub-indices (including the Commodity Indices) are published on Bloomberg’s website at <http://www.bloombergindexes.com/>.

### **What is the purpose of the collateral?**

The Issuer pays all of the issue proceeds for each class of Currency-Hedged Commodity Security to the Commodity Contract Counterparty in return for that Commodity Contract Counterparty entering into an equivalent number of Commodity Contracts of such class.

This means that the Issuer will have a credit exposure to the Commodity Contract Counterparty with respect to the amounts owed to the Issuer under the terms of the Commodity Contracts. To reduce this exposure the Commodity Contract Counterparty is required to post collateral to a collateral account held in the Commodity Contract Counterparty’s name with The Bank of New York Mellon.

In the event that the Commodity Contract Counterparty defaults on its payment obligations under a Commodity Contract, then the Issuer will be entitled to take control over a Collateral Account and the collateral within it for the purposes of realising the collateral. The Issuer would then sell such collateral with the aim of satisfying the amounts owed to it by the Commodity Contract Counterparty under a Commodity Contract, although in the event that the proceeds from selling the collateral are less than the amounts owed by the Commodity Contract Counterparty then the Issuer may not in turn be able to pay the full amount owed to Security Holders.

### **What happens if the Commodity Contract Counterparty defaults?**

If the Commodity Contract Counterparty defaults then the Issuer would be expected to cease to enter into Commodity Contracts with the Commodity Contract Counterparty. A Counterparty Event of Default would include circumstances where the Commodity Contract Counterparty has failed to pay amounts due in respect of a Commodity Contract Termination and has failed to rectify such failure to pay within a certain time limit.

Upon default the Issuer may also look to close out the existing Commodity Contracts in place with the Commodity Contract Counterparty in receipt for the cash owed to it under such Commodity Contracts and seek to realise the collateral (as referred to in the question above).

### **When can a Commodity Contract Counterparty elect to terminate Commodity Contracts?**

The Commodity Contract Counterparty may, on giving not less than three months' prior written notice to the Issuer, elect to compulsorily redeem all classes of Commodity Contracts or, in the event that the Issuer has defaulted on certain of its obligations to the Commodity Contract Counterparty under the Facility Agreement, the Commodity Contract Counterparty may compulsorily redeem all classes of Commodity Contracts on not less than two Business Days' notice.

The Commodity Contract Counterparty also has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Currency-Hedged Commodity Securities of that class.

Other termination rights in favour of the Commodity Contract Counterparties include on the occurrence of a material adverse change (which itself includes a change in tax law).

The Facility Agreements each have a term of ten years, in the case of MLI from 23 February 2012 and in the case of CGML from 24 October 2017, and in the event that such term expires and the parties do not agree to an extension then all classes of Commodity Contracts will also be compulsorily redeemed following such expiry.

### **What happens if a Market Disruption Event occurs?**

If the level of a Commodity Index is not published due to a Market Disruption Event then the Calculation Agent will use a special value of the relevant Commodity Index calculated using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Facility Agreements described in Condition 14.3 of the Conditions in Part 7 (*Trust Instrument and Currency-Hedged Commodity Securities*) for the relevant commodity futures that are subject to a Market Disruption Event.

For these purposes, a Market Disruption Event may occur with respect to a Commodity Index where, for example, certain events occur which disrupt trading in the commodities that are comprised within the underlying commodity index or where an exchange on which those commodities trade closes early or fails to open for trading during its regular trading session.

Where calculations and determinations are made in relation to Commodity Contracts, the same calculations and determinations will be made in respect of the corresponding Currency-Hedged Commodity Securities.

### **Who is the Calculation Agent?**

MLI is acting as the Calculation Agent with respect to the Commodity Contracts under the Facility Agreements. It is not a calculation agent for the Currency-Hedged Commodity Securities or for the Programme. The role of MLI as Calculation Agent is limited to the making of calculations and determinations in accordance with the terms of the Facility Agreements in respect of the Commodity Contracts thereunder.

### **What is the Capital Adjustment?**

The Capital Adjustment forms part of the pricing formula for the Currency-Hedged Commodity Securities and will reflect certain adjustments to the Price of a Currency-Hedged Commodity Security. The Capital Adjustment is a daily rate expressed as a percentage, which will be as agreed from time to time between each Commodity Contract Counterparty and the Issuer. The Capital Adjustment reflects the benefit to the Commodity Contract Counterparty of selling the relevant Commodity Contracts to the Issuer, less the Management Fee and Licence Allowance.

### **What is an Authorised Participant?**

Authorised Participants are financial institutions that meet certain eligibility requirements and who have entered into an Authorised Participant Agreement with the Issuer. Only Authorised Participants are allowed to buy and (in most cases) sell Currency-Hedged Commodity Securities directly with the Issuer. Authorised Participants may, but do not have to, act as market makers for the Currency-Hedged Commodity Securities by buying and selling Currency-Hedged Commodity Securities to and from investors either on exchange or in over the counter transactions.

### **Who is the Trustee and what does it do?**

The Trustee is The Law Debenture Trust Corporation p.l.c. and is an independent entity whose role is to act as trustee on behalf of Security Holders in accordance with the Trust Instrument and the Security Deed and the Trustee holds its rights on behalf of Security Holders (and itself).

### **What is the cash value of a Currency-Hedged Commodity Security?**

Each Currency-Hedged Commodity Security has a Price (which is an amount in US Dollars) which reflects the value of the corresponding Commodity Contracts and which also reduces each day to reflect the accrual of the fees payable in respect of that Currency-Hedged Commodity Security. All Security Holders will generally buy and sell their Currency-Hedged Commodity Securities on a stock exchange in return for cash. The cash value at which the Currency-Hedged Commodity Securities will trade on exchange is expected to be close to the value of such Price.

Further information and examples of how the Price is calculated are set out in Part 2 (*How does a Security Holder determine the value of their investment?*).

### **How do I buy and sell Currency-Hedged Commodity Securities?**

Generally only Authorised Participants may create and redeem Currency-Hedged Commodity Securities directly with the Issuer at the Price on the relevant date. Once an Authorised Participant creates Currency-Hedged Commodity Securities with the Issuer it can then (i) choose to hold the Currency-Hedged Commodity Securities itself; (ii) sell those securities on one of the stock exchanges on which the Currency-Hedged Commodity Securities are admitted to trading; (iii) sell those Currency-Hedged Commodity Securities in private off exchange transaction (OTC); or (iv) redeem the Currency-Hedged Commodity Securities directly with the Issuer.

Investors other than Authorised Participants can buy and sell Currency-Hedged Commodity Securities on any of the stock exchanges on which they are admitted to trading or in private transactions (OTC) in the same way as they buy and sell other listed securities.

Transactions in Currency-Hedged Commodity Securities other than those directly with the Issuer can be done at any point during the Trading Day. Such purchases of Currency-Hedged Commodity Securities will generally be done at a "bid price" and any sales of Currency-Hedged Commodity Securities intraday will generally be done at an "offer price". The bid and offer prices of an Currency-Hedged Commodity Security are expected to be close to the cash value of the Price of the relevant class of Currency-Hedged Commodity Security on a particular day, however, they will not match exactly the Price because bid and offer prices also take account of other market conditions such as market liquidity (supply and demand) at the time that the investor is looking to buy or sell their Currency-Hedged Commodity Securities.



**Can I lose all of my initial investment?**

Yes, an investor may lose some or all of their initial investment. An investor can also lose part of their investment if the Commodity Contract Counterparty defaults — see section entitled “*What happens if the Commodity Contract Counterparty defaults*” above.

**Can I lose more than my initial investment?**

An investor who buys and hold their Currency-Hedged Commodity Securities cannot lose more than their initial investment.

**What is the minimum investment?**

One Currency-Hedged Commodity Security.

**What are the costs of holding the product?**

Investors are charged (within the Price) a Management Fee, an amount reflecting amounts owing to or owed by the Commodity Contract Counterparty to reflect the benefit or cost to the Commodity Contract Counterparty of selling Commodity Contracts to the Issuer and a licence allowance in respect of the Currency-Hedged Commodity Securities.

Where an Authorised Participant subscribes for Currency-Hedged Commodity Securities, the Issuer may charge an Application Fee which will be payable in addition to the Price and, likewise, the Issuer may deduct an amount equal to the Redemption Fee from the amount payable on a redemption of Currency-Hedged Commodity Securities.

Further information is set out in Part 4 (*Description of Currency-Hedged Commodity Securities*). Investors who buy and sell Currency-Hedged Commodity Securities on exchange or in transactions other than with the Issuer may also be charged additional costs in respect of those transactions.

**Who is the “holder” of the Currency-Hedged Commodity Securities?**

If the Currency-Hedged Commodity Securities are held through a clearing system (which will usually be the case), the legal “holder” will either be the entity nominated by the clearing system as the depositary for the Currency-Hedged Commodity Securities or the person entered in the register as the Security Holder. As an investor, your rights in relation to the Currency-Hedged Commodity Securities will be governed by the contract you have with your broker, custodian or other entity through which you hold your interest in the Currency-Hedged Commodity Securities and the contracts they have with the clearing system and any intermediaries in between. Accordingly, where this Prospectus describes a right as being owed to, or exercisable by, a Security Holder then your ability to benefit from or exercise such right will be dependent on the terms of the contracts in such chain.

## CLASSES OF CURRENCY-HEDGED COMMODITY SECURITIES

The following are the classes of Currency-Hedged Commodity Securities currently available for issue:

### Australian Dollar Commodity Securities

Australian Dollar Classic Individual Securities	LSE Code	Australian Dollar Longer Dated Individual Securities	LSE Code
ETFS AUD Daily Hedged Aluminium	AALU	ETFS AUD Daily Hedged Longer Dated Aluminium	AFAL
ETFS AUD Daily Hedged Brent Crude	ABRT	ETFS AUD Daily Hedged Longer Dated Brent Crude	AFBR
ETFS AUD Daily Hedged Cocoa	ACOC	ETFS AUD Daily Hedged Longer Dated Cocoa	AFOC
ETFS AUD Daily Hedged Coffee	ACOF	ETFS AUD Daily Hedged Longer Dated Coffee	AFCF
ETFS AUD Daily Hedged Copper	ACOP	ETFS AUD Daily Hedged Longer Dated Copper	AFCP
ETFS AUD Daily Hedged Corn	ACOR	ETFS AUD Daily Hedged Longer Dated Corn	AFCN
ETFS AUD Daily Hedged Cotton	ACTN	ETFS AUD Daily Hedged Longer Dated Cotton	AFCT
ETFS AUD Daily Hedged Gas Oil	AGOS	ETFS AUD Daily Hedged Longer Dated Gas Oil	AFGO
ETFS AUD Daily Hedged Gasoline	AGSL	ETFS AUD Daily Hedged Longer Dated Gasoline	AFGS
ETFS AUD Daily Hedged Gold	ABUL	ETFS AUD Daily Hedged Longer Dated Gold	AFBL
ETFS AUD Daily Hedged Heating Oil	AHTO	ETFS AUD Daily Hedged Longer Dated Heating Oil	AFHO
ETFS AUD Daily Hedged Lead	ALEA	ETFS AUD Daily Hedged Longer Dated Lead	AFLA
ETFS AUD Daily Hedged Lean Hogs	ALHG	ETFS AUD Daily Hedged Longer Dated Lean Hogs	AFLH
ETFS AUD Daily Hedged Live Cattle	ACTL	ETFS AUD Daily Hedged Longer Dated Live Cattle	AFLC
ETFS AUD Daily Hedged Natural Gas	ANGA	ETFS AUD Daily Hedged Longer Dated Natural Gas	AFNG
ETFS AUD Daily Hedged Nickel	ANIK	ETFS AUD Daily Hedged Longer Dated Nickel	AFNK
ETFS AUD Daily Hedged Platinum	APLT	ETFS AUD Daily Hedged Longer Dated Platinum	AFPL
ETFS AUD Daily Hedged Silver	ASVR	ETFS AUD Daily Hedged Longer Dated Silver	AFSV
ETFS AUD Daily Hedged Soybean Oil	ASOO	ETFS AUD Daily Hedged Longer Dated Soybean Oil	AFSO
ETFS AUD Daily Hedged Soybeans	ASOY	ETFS AUD Daily Hedged Longer Dated Soybeans	AFSB
ETFS AUD Daily Hedged Sugar	ASUG	ETFS AUD Daily Hedged Longer Dated Sugar	AFSG
ETFS AUD Daily Hedged Tin	ATIN	ETFS AUD Daily Hedged Longer Dated Tin	AFTN
ETFS AUD Daily Hedged Wheat	AWAT	ETFS AUD Daily Hedged Longer Dated Wheat	AFWT
ETFS AUD Daily Hedged WTI Crude Oil	ACRD	ETFS AUD Daily Hedged Longer Dated WTI Crude Oil	AFCD
ETFS AUD Daily Hedged Zinc	AZNC	ETFS AUD Daily Hedged Longer Dated Zinc	AFZC
Australian Dollar Classic Index Securities	LSE Code	Australian Dollar Longer Dated Index Securities	LSE Code
ETFS AUD Daily Hedged All Commodities	AALL	ETFS AUD Daily Hedged Longer Dated All Commodities	AFCM
ETFS AUD Daily Hedged Energy	AENR	ETFS AUD Daily Hedged Longer Dated Energy	AFEN
ETFS AUD Daily Hedged Petroleum	APTL	ETFS AUD Daily Hedged Longer Dated Petroleum	AFPT
ETFS AUD Daily Hedged Ex-Energy	AEXE	ETFS AUD Daily Hedged Longer Dated Ex-Energy	AFEX
ETFS AUD Daily Hedged Precious Metals	APMT	ETFS AUD Daily Hedged Longer Dated Precious Metals	AFPM
ETFS AUD Daily Hedged Industrial Metals	AIMT	ETFS AUD Daily Hedged Longer Dated Industrial Metals	AFIM
ETFS AUD Daily Hedged Agriculture	AAGR	ETFS AUD Daily Hedged Longer Dated Agriculture	AFAG
ETFS AUD Daily Hedged Softs	ASFT	ETFS AUD Daily Hedged Longer Dated Softs	AFST
ETFS AUD Daily Hedged Livestock	ALVT	ETFS AUD Daily Hedged Longer Dated Livestock	AFLS
ETFS AUD Daily Hedged Grains	AGRN	ETFS AUD Daily Hedged Longer Dated Grains	AFGR

### Euro Commodity Securities

Euro Classic Individual Securities	LSE Code	Euro Longer Dated Individual Securities	LSE Code
ETFS EUR Daily Hedged Aluminium	EALU	ETFS EUR Daily Hedged Longer Dated Aluminium	EFAL
ETFS EUR Daily Hedged Brent Crude	EBRT	ETFS EUR Daily Hedged Longer Dated Brent Crude	EFBR
ETFS EUR Daily Hedged Cocoa	ECOC	ETFS EUR Daily Hedged Longer Dated Cocoa	EFOC
ETFS EUR Daily Hedged Coffee	ECOF	ETFS EUR Daily Hedged Longer Dated Coffee	EFCF
ETFS EUR Daily Hedged Copper	ECOP	ETFS EUR Daily Hedged Longer Dated Copper	EFCP
ETFS EUR Daily Hedged Corn	ECRN	ETFS EUR Daily Hedged Longer Dated Corn	EFCN
ETFS EUR Daily Hedged Cotton	ECTN	ETFS EUR Daily Hedged Longer Dated Cotton	EFCT
ETFS EUR Daily Hedged Gas Oil	EGOS	ETFS EUR Daily Hedged Longer Dated Gas Oil	EFGO
ETFS EUR Daily Hedged Gasoline	EGSL	ETFS EUR Daily Hedged Longer Dated Gasoline	EFGS
ETFS EUR Daily Hedged Gold	EBUL	ETFS EUR Daily Hedged Longer Dated Gold	EFBL
ETFS EUR Daily Hedged Heating Oil	EHTO	ETFS EUR Daily Hedged Longer Dated Heating Oil	EFHO
ETFS EUR Daily Hedged Lead	ELEA	ETFS EUR Daily Hedged Longer Dated Lead	EFLA
ETFS EUR Daily Hedged Lean Hogs	ELHG	ETFS EUR Daily Hedged Longer Dated Lean Hogs	EFLH
ETFS EUR Daily Hedged Live Cattle	ECTL	ETFS EUR Daily Hedged Longer Dated Live Cattle	EFLC
ETFS EUR Daily Hedged Natural Gas	ENGS	ETFS EUR Daily Hedged Longer Dated Natural Gas	EFNG
ETFS EUR Daily Hedged Nickel	ENIK	ETFS EUR Daily Hedged Longer Dated Nickel	EFNK
ETFS EUR Daily Hedged Platinum	EPLA	ETFS EUR Daily Hedged Longer Dated Platinum	EFPL
ETFS EUR Daily Hedged Silver	ESVR	ETFS EUR Daily Hedged Longer Dated Silver	EFSV
ETFS EUR Daily Hedged Soybean Oil	ESOO	ETFS EUR Daily Hedged Longer Dated Soybean Oil	EFSO
ETFS EUR Daily Hedged Soybeans	ESOY	ETFS EUR Daily Hedged Longer Dated Soybeans	EFSB
ETFS EUR Daily Hedged Sugar	ESUG	ETFS EUR Daily Hedged Longer Dated Sugar	EFSG
ETFS EUR Daily Hedged Tin	ETIN	ETFS EUR Daily Hedged Longer Dated Tin	EFTN
ETFS EUR Daily Hedged Wheat	EWAT	ETFS EUR Daily Hedged Longer Dated Wheat	EFWT
ETFS EUR Daily Hedged WTI Crude Oil	ECRD	ETFS EUR Daily Hedged Longer Dated WTI Crude Oil	EFCD
ETFS EUR Daily Hedged Zinc	EZNC	ETFS EUR Daily Hedged Longer Dated Zinc	EFZC
Euro Classic Index Securities	LSE Code	Euro Longer Dated Index Securities	LSE Code
ETFS EUR Daily Hedged All Commodities	EALL	ETFS EUR Daily Hedged Longer Dated All Commodities	EFCM
ETFS EUR Daily Hedged Energy	EENR	ETFS EUR Daily Hedged Longer Dated Energy	EFEN
ETFS EUR Daily Hedged Petroleum	EPET	ETFS EUR Daily Hedged Longer Dated Petroleum	EFPT
ETFS EUR Daily Hedged Ex-Energy	EEXE	ETFS EUR Daily Hedged Longer Dated Ex-Energy	EFEX
ETFS EUR Daily Hedged Precious Metals	EPMT	ETFS EUR Daily Hedged Longer Dated Precious Metals	EFPM
ETFS EUR Daily Hedged Industrial Metals	EIMT	ETFS EUR Daily Hedged Longer Dated Industrial Metals	EFIM
ETFS EUR Daily Hedged Agriculture	EAGR	ETFS EUR Daily Hedged Longer Dated Agriculture	EFAG
ETFS EUR Daily Hedged Softs	ESFT	ETFS EUR Daily Hedged Longer Dated Softs	EFST
ETFS EUR Daily Hedged Livestock	ELVT	ETFS EUR Daily Hedged Longer Dated Livestock	EFLS
ETFS EUR Daily Hedged Grains	EGRN	ETFS EUR Daily Hedged Longer Dated Grains	EFGR

## Sterling Commodity Securities

### Sterling Classic Individual Securities

ETFS GBP Daily Hedged Aluminium  
 ETFS GBP Daily Hedged Brent Crude  
 ETFS GBP Daily Hedged Cocoa  
 ETFS GBP Daily Hedged Coffee  
 ETFS GBP Daily Hedged Copper  
 ETFS GBP Daily Hedged Corn  
 ETFS GBP Daily Hedged Cotton  
 ETFS GBP Daily Hedged Gas Oil  
 ETFS GBP Daily Hedged Gasoline  
 ETFS GBP Daily Hedged Gold  
 ETFS GBP Daily Hedged Heating Oil  
 ETFS GBP Daily Hedged Lead  
 ETFS GBP Daily Hedged Lean Hogs  
 ETFS GBP Daily Hedged Live Cattle  
 ETFS GBP Daily Hedged Natural Gas  
 ETFS GBP Daily Hedged Nickel  
 ETFS GBP Daily Hedged Platinum  
 ETFS GBP Daily Hedged Silver  
 ETFS GBP Daily Hedged Soybean Oil  
 ETFS GBP Daily Hedged Soybeans  
 ETFS GBP Daily Hedged Sugar  
 ETFS GBP Daily Hedged Tin  
 ETFS GBP Daily Hedged Wheat  
 ETFS GBP Daily Hedged WTI Crude Oil  
 ETFS GBP Daily Hedged Zinc

### Sterling Classic Index Securities

ETFS GBP Daily Hedged All Commodities  
 ETFS GBP Daily Hedged Energy  
 ETFS GBP Daily Hedged Petroleum  
 ETFS GBP Daily Hedged Ex-Energy  
 ETFS GBP Daily Hedged Precious Metals  
 ETFS GBP Daily Hedged Industrial Metals  
 ETFS GBP Daily Hedged Agriculture  
 ETFS GBP Daily Hedged Softs  
 ETFS GBP Daily Hedged Livestock  
 ETFS GBP Daily Hedged Grains

### LSE Code

PALU  
 PBRT  
 PCOC  
 PCOF  
 PCOP  
 PCOR  
 PCTO  
 PGOS  
 PGSL  
 PBUL  
 PHTO  
 PLEA  
 PLHG  
 PCTL  
 PNGA  
 PNIK  
 PPLT  
 PSVR  
 PSOO  
 PSOY  
 PSUG  
 PTIN  
 PWAT  
 PCRD  
 PZNC

### LSE Code

PALL  
 PENR  
 PPTL  
 PEXE  
 PPMT  
 PIMT  
 PAGR  
 PSFT  
 PLVT  
 PGRN

### Sterling Longer Dated Individual Securities

ETFS GBP Daily Hedged Longer Dated Aluminium  
 ETFS GBP Daily Hedged Longer Dated Brent Crude  
 ETFS GBP Daily Hedged Longer Dated Cocoa  
 ETFS GBP Daily Hedged Longer Dated Coffee  
 ETFS GBP Daily Hedged Longer Dated Copper  
 ETFS GBP Daily Hedged Longer Dated Corn  
 ETFS GBP Daily Hedged Longer Dated Cotton  
 ETFS GBP Daily Hedged Longer Dated Gas Oil  
 ETFS GBP Daily Hedged Longer Dated Gasoline  
 ETFS GBP Daily Hedged Longer Dated Gold  
 ETFS GBP Daily Hedged Longer Dated Heating Oil  
 ETFS GBP Daily Hedged Longer Dated Lead  
 ETFS GBP Daily Hedged Longer Dated Lean Hogs  
 ETFS GBP Daily Hedged Longer Dated Live Cattle  
 ETFS GBP Daily Hedged Longer Dated Natural Gas  
 ETFS GBP Daily Hedged Longer Dated Nickel  
 ETFS GBP Daily Hedged Longer Dated Platinum  
 ETFS GBP Daily Hedged Longer Dated Silver  
 ETFS GBP Daily Hedged Longer Dated Soybean Oil  
 ETFS GBP Daily Hedged Longer Dated Soybeans  
 ETFS GBP Daily Hedged Longer Dated Sugar  
 ETFS GBP Daily Hedged Longer Dated Tin  
 ETFS GBP Daily Hedged Longer Dated Wheat  
 ETFS GBP Daily Hedged Longer Dated WTI Crude Oil  
 ETFS GBP Daily Hedged Longer Dated Zinc

### Sterling Longer Dated Index Securities

ETFS GBP Daily Hedged Longer Dated Commodities  
 ETFS GBP Daily Hedged Longer Dated Energy  
 ETFS GBP Daily Hedged Longer Dated Petroleum  
 ETFS GBP Daily Hedged Longer Dated Ex-Energy  
 ETFS GBP Daily Hedged Longer Dated Precious Metals  
 ETFS GBP Daily Hedged Longer Dated Industrial Metals  
 ETFS GBP Daily Hedged Longer Dated Agriculture  
 ETFS GBP Daily Hedged Longer Dated Softs  
 ETFS GBP Daily Hedged Longer Dated Livestock  
 ETFS GBP Daily Hedged Longer Dated Grains

### LSE Code

PFAL  
 PFBR  
 PFOC  
 PFCF  
 PFCP  
 PFCN  
 PFCT  
 PFGO  
 PFGS  
 PFBL  
 PFHO  
 PFLD  
 PFLH  
 PFLC  
 PFNG  
 PFNK  
 PFPL  
 PFSV  
 PFSO  
 PFSB  
 PFSG  
 PFNT  
 PFWT  
 PFCD  
 PFZC

### LSE Code

PFCM  
 PFEN  
 PFPT  
 PFEX  
 PFFM  
 PFIM  
 PFAG  
 PFST  
 PFLS  
 PFGR

Currency-Hedged Commodity Securities may also be issued under this Prospectus in respect of any other currency-hedged commodity index calculated and published by Bloomberg or UBS AG (or any of its Affiliates) in accordance with the Handbook and denominated in any currency, provided that the Issuer can create matching Commodity Contracts under a Facility Agreement. To the extent that this Prospectus does not provide full details of such class or classes of Currency-Hedged Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof and details of the relevant currency-hedged commodity index) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

## LICENCES GRANTED TO THE ISSUER

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The Issuer has been granted a licence by Bloomberg and UBS Securities to price Currency-Hedged Commodity Securities based on various commodity indices calculated and published by Bloomberg, in conjunction with UBS Securities. All references to indices calculated or published by Bloomberg, in conjunction with UBS Securities, and in particular the Commodity Indices, are used with the permission of Bloomberg and UBS Securities.

## DEFINITIONS AND INTERPRETATION

The following definitions apply throughout this Prospectus unless the context otherwise requires:

<b>“Acceptable Credit Rating”</b>	means a long term senior debt credit rating of at least BBB+ from S&P, and of at least Baa1 from Moody’s
<b>“Administration Agreement”</b>	means the Administration Agreement dated 23 February 2012 between R&H Fund Services (Jersey) Limited and the Issuer providing for certain administration, company secretarial and registrar services to be provided by R&H Fund Services (Jersey) Limited to the Issuer
<b>“Affiliate”</b>	means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, “ <b>control</b> ” of any entity or person means ownership of a majority of the voting power of the entity or person
<b>“Aggregate Outstanding Contracts Price”</b>	means in respect of any day and a Commodity Contract Counterparty the US Dollar Equivalent of the sum of the Price on that day of each and every Commodity Contract then in existence with that Commodity Contract Counterparty (including Commodity Contracts in respect of which a Creation Notice has been given on or prior to that day and which have not been issued or cancelled, but excluding Commodity Contracts in respect of which a valid Cancellation Notice has been given on or before that day)
<b>“Agreed Pricing”</b>	has the meaning given in Condition 7.1(b)
<b>“Agreed Redemption Form”</b>	means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Commodity Securities using Agreed Pricing
<b>“Applicant”</b>	means an Authorised Participant who makes an Application for Commodity Securities
<b>“Application”</b>	means an offer by an Applicant to the Issuer to subscribe for Commodity Securities, being an offer on terms referred to in an Application Form and this document and in accordance with the provisions of the relevant Authorised Participant Agreement
<b>“Application Fee”</b>	means the fee payable by an Applicant to the Issuer in respect of the issue of Commodity Securities
<b>“Application Form”</b>	means the application form to be used in connection with the Programme
<b>“Application Moneys”</b>	means, for an Application, all moneys paid or to be paid to or to the order of the Issuer by the Applicant in respect of the Application
<b>“Australian Dollar” or “AUD” or “A\$”</b>	means the lawful currency of the Commonwealth of Australia
<b>“Australian Dollar Classic Index Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Australian Dollar Classic Individual Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )

<b>“Australian Dollar Classic Security” or “Australian Dollar Classic Currency-Hedged Commodity Security”</b>	means an Australian Dollar Classic Individual Security or an Australian Dollar Classic Index Security
<b>“Australian Dollar Commodity Security”</b>	means an Australian Dollar Individual Security or an Australian Dollar Index Security
<b>“Australian Dollar Longer Dated Index Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Australian Dollar Longer Dated Individual Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Australian Dollar Longer Dated Security” or “Australian Dollar Longer Dated Currency-Hedged Commodity Security”</b>	means an Australian Dollar Longer Dated Individual Security or an Australian Dollar Longer Dated Index Security
<b>“Australian Dollar Index Security”</b>	means an Australian Dollar Classic Index Security or an Australian Dollar Longer Dated Index Security
<b>“Australian Dollar Individual Security”</b>	means an Australian Dollar Classic Individual Security or an Australian Dollar Longer Dated Individual Security
<b>“Authorised Participant”</b>	means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, <b>provided that</b> no person shall be an Authorised Participant unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and <b>provided further that</b> a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another
<b>“Authorised Participant Agreement”</b>	means a written agreement between the Issuer and another person under which such person is appointed to act as an “Authorised Participant”, distribution agent or in a substantially similar function in relation to Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied
<b>“Authorised Person”</b>	means a person who is authorised for the purposes of the FSMA
<b>“BAC”</b>	means Bank of America Corporation, a corporation established under the laws of the State of Delaware, United States, and whose principal executive offices are at 100 North Tryon Street, Charlotte, NC 28255, United States
<b>“BAC Group”</b>	means BAC and its Affiliates, and includes MLI
<b>“BAC Guarantee”</b>	means the guarantee dated 23 February 2012 given by BAC to the Issuer in support of MLI’s payment obligations under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement

<b>“BFX Rate”</b>	in relation to any Currency and any day, means the BFIX rate for that Currency and that day available on the Bloomberg Professional® service, or any substitute for such rate agreed with each Commodity Contract Counterparty for the purposes of the Facility Agreements, in each case expressed as a number of US Dollars per Australian Dollar, a number of US Dollars per Euro or a number of US Dollars per Pound Sterling, <b>provided that</b> if Bloomberg makes available on the Bloomberg Professional® Service an amended or corrected BFIX rate for that Currency and that day by no later than 9:00 p.m. on that day, the BFIX Rate for that Currency and that day shall be such amended or corrected rate
<b>“Bloomberg”</b>	means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them
<b>“Bloomberg Commodity Index<sup>SM</sup>”</b>	means the Bloomberg Commodity Index <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>”</b>	means the Bloomberg Commodity Index 3 Month Forward <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index 3 Month Forward <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“Bloomberg Commodity Index Australian Dollar Hedged Daily<sup>SM</sup>”</b>	means the Bloomberg Commodity Index Australian Dollar Hedged Daily <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index Australian Dollar Hedged Daily <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“Bloomberg Commodity Index Australian Dollar Hedged Daily 3 Month Forward<sup>SM</sup>”</b>	means the Bloomberg Commodity Index Australian Dollar Hedged Daily 3 Month Forward <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index Australian Dollar Hedged Daily 3 Month Forward <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“Bloomberg Commodity Index Euro Hedged Daily<sup>SM</sup>”</b>	means the Bloomberg Commodity Index Euro Hedged Daily <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index Euro Hedged Daily <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“Bloomberg Commodity Index Euro Hedged Daily 3 Month Forward<sup>SM</sup>”</b>	means the Bloomberg Commodity Index Euro Hedged Daily 3 Month Forward <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index Euro Hedged Daily 3 Month Forward <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“Bloomberg Commodity Index Pound Sterling Hedged Daily<sup>SM</sup>”</b>	means the Bloomberg Commodity Index Pound Sterling Hedged Daily <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index Pound Sterling Hedged Daily <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )

<b>“Bloomberg Commodity Index Pound Sterling Hedged Daily 3 Month Forward<sup>SM</sup>”</b>	means the Bloomberg Commodity Index Pound Sterling Hedged Daily 3 Month Forward <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index Pound Sterling Hedged Daily 3 Month Forward <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“BNYM” or “Securities Intermediary”</b>	means the securities intermediary under each Security Agreement and includes The Bank of New York Mellon
<b>“Board”</b>	means the board of directors of the Issuer
<b>“Business Day”</b>	means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York
<b>“Calculation Agency Agreement”</b>	means the agreement entitled “CGML Calculation Agency Agreement relating to Currency-Hedged Commodity Contracts” dated 29 June 2017 between the Issuer, CGML and MLI
<b>“Calculation Agent”</b>	means a person appointed by the Issuer to determine various matters in accordance with Condition 14, MLI being the Calculation Agent in respect of the MLI Facility Agreement and the CGML Facility Agreement
<b>“Cancellation Notice”</b>	means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement which cancels the Equivalent Number of Commodity Contracts corresponding with the Commodity Securities referred to in such Cancellation Notice
<b>“Capital Adjustment”</b>	means an adjustment factor to be included in the calculation of the Price which is agreed from time to time by the Commodity Contract Counterparties and the Issuer
<b>“Capital Adjustment Agreements”</b>	means agreements entitled “Capital Adjustment Agreement relating to Currency-Hedged Commodity Contracts” between the Issuer and a Commodity Contract Counterparty and includes the MLI Capital Adjustment Agreement and the CGML Capital Adjustment Agreement
<b>“CBOT”</b>	means The Board of Trade of the City of Chicago, Inc.
<b>“Certificated” or “Certificated Form”</b>	means not in Uncertificated Form
<b>“CGMH”</b>	means Citigroup Global Markets Holdings Inc., a corporation incorporated in the State of New York
<b>“CGML”</b>	means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 01763297 whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and includes its successors and assigns
<b>“CGML Capital Adjustment Agreement”</b>	means the agreement entitled “Capital Adjustment Agreement relating to Currency-Hedged Commodity Contracts” dated 29 June 2017 between the Issuer and CGML
<b>“CGML Control Agreement”</b>	means the collateral account control agreement entered into between the Issuer, CGML and the Securities Intermediary dated as of 29 June 2017



<b>“CGML Facility Agreement”</b>	means the Facility Agreement dated 29 June 2017 between the Issuer and CGML entitled “CGML Facility Agreement relating to Currency-Hedged Commodity Contracts”
<b>“CGML Security Agreement”</b>	means the security agreement dated as of 29 June 2017 which is in relation to and supplements the CGML Facility Agreement
<b>“CIP”</b>	means “Commodity Index Percentage” as defined in the Handbook from time to time
<b>“Citigroup Group”</b>	means CGMH and its Affiliates, and includes CGML
<b>“Citigroup Guarantee”</b>	means the guarantee dated 29 June 2017 given by CGMH to the Issuer in support of CGML’s payment obligations under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement
<b>“class”</b>	means a class of Commodity Securities under which the Issuer’s obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty’s obligations to make payment, are determined by reference to a particular Commodity Index
<b>“Classic Commodity Security”</b>	means an Australian Dollar Classic Security, a Euro Classic Security or a Sterling Classic Security
<b>“Classic Composite Commodity Index”</b>	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook, in each case by reference to the performance of an Unhedged Classic Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> ) and “ <b>Classic Composite Commodity Indices</b> ” means all of them
<b>“Classic Individual Commodity Index”</b>	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook, in each case by reference to the performance of an Unhedged Classic Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> ) and “ <b>Classic Individual Commodity Indices</b> ” means all of them
<b>“Closing Settlement Price Level”</b>	means in relation to any Commodity Index and a day (the “ <b>Index Day</b> ”) the published closing settlement price level of such Commodity Index published for the Index Day, <b>provided that</b> if (i) the Calculation Agent notifies the Issuer by no later than 11.59 p.m. on the first General Trading Day after the Index Day that there is an error in the published value for the Index Day and that a corrected value is expected to be published within a reasonable period of time and Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and the Index Day by no later than 11.59 p.m. (New York time) on the first General Trading Day after the Index Day or (ii) Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and such day by no later than 11.59 p.m. (London time) on the first General Trading Day after the Index Day, the Closing Settlement Price Level for such Commodity Index and the Index Day shall be such amended or corrected closing settlement price level and <b>provided further that</b> if the Calculation Agent provides a substitute value of any Commodity Index in respect of any day as provided in Condition 14, the Closing Settlement Price Level for such Commodity Index and such day shall be such substitute value

<b>“CME”</b>	means Chicago Mercantile Exchange Inc.
<b>“CME Group” and “CME Group Inc.”</b>	means CME Group Inc., a holding company and the parent of CME, CBOT and NYMEX
<b>“CME Indexes”</b>	means CME Group Index Services LLC and includes any successor thereto in relation to the Commodity Indices
<b>“Collateral”</b>	means all Posted Collateral (as defined in any Security Agreement) to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement
<b>“Collateral Account”</b>	means, in relation to any Commodity Contract Counterparty that has entered into a Security Agreement, an account established and maintained by the respective Securities Intermediary in the Commodity Contract Counterparty’s name, in which the Commodity Contract Counterparty shall post Collateral pursuant to the terms of such Security Agreement and the relevant Control Agreement and which shall include the three accounts, one relating to each Currency, so established and maintained by The Bank of New York Mellon in MLI’s name, and the three accounts, one relating to each Currency, so established and maintained by The Bank of New York Mellon in CGML’s name
<b>“Collateral Account Control Event”</b>	means (i) the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty that was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement and, after giving effect to any applicable notice requirement or grace period, there occurs under the Facility Agreement a liquidation of, or an acceleration of, all of the obligations of the relevant Commodity Contract Counterparty under the relevant Facility Agreement; (ii) failure by the relevant Commodity Contract Counterparty to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days; (iii) failure by the relevant Commodity Contract Counterparty to comply with or perform any other provisions of or obligations under the relevant Security Agreement (other than as set out in (ii)) and such failure continues for 30 days after receipt by the relevant Commodity Contract Counterparty of notice of such failure; or (iv) the relevant Commodity Contract Counterparty (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (X) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (Y) is not dismissed, discharged, stayed or restrained in each case within 60 days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar

official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 60 days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (g) above (inclusive); or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts. An event of default by MLI under a Classic and Longer Dated Facility Agreement or Short and Leveraged Facility Agreement will constitute an event of default under the MLI Facility Agreement.

<b>“Collateral Exposure”</b>	means, in respect of any Valuation Time (as defined in any Security Agreement) or other time for which Collateral Exposure is calculated and Currency, and save in the case of a dispute under the relevant Security Agreement, the sum of the price on such date of each and every Commodity Contract denominated in that Currency in issue as at the applicable Valuation Time
<b>“Collateral Yield”</b>	means the Capital Adjustment plus the daily Management Fee and the Licence Allowance expressed as a percentage rate per annum
<b>“COMEX”</b>	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
<b>“Commodity Contract”</b>	means a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and relating to a Commodity Index and in relation to Commodity Securities of a particular class such a contract between the Issuer and a Commodity Contract Counterparty giving rise to matching rights and obligations to Commodity Securities of such class
<b>“Commodity Contract Counterparty”</b>	means the counterparty to each Facility Agreement with the Issuer and includes MLI and CGML
<b>“Commodity Contract Termination”</b>	means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement
<b>“Commodity Hedging Cost”</b>	means, in respect of a class of Commodity Contracts, the rate per annum which is agreed in writing from time to time between the Issuer and each Commodity Contract Counterparty for that class for the purpose of calculating the Spread
<b>“Commodity Hedging Disruption Event”</b>	means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on such Commodity Contract Counterparty’s ability to hedge the commodity risk of its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any commodity hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging

transaction market participants, the application of position limits to such Commodity Contract Counterparty, the lack of availability of hedging exemptions from applicable legal, regulatory or exchange requirements or the occurrence or existence of any other circumstance or event

**“Commodity Index” or  
“Currency-Hedged Commodity  
Index”**

means an Individual Commodity Index or a Composite Commodity Index, as appropriate, and **“Commodity Indices”** means all of them and in relation to a class of Commodity Securities (and the corresponding class of Commodity Contracts) means the Commodity Index specified in relation to such class in the Sixth Schedule (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument

**“Commodity Market  
Disruption Day”**

means:

- (a) in respect of an Individual Commodity Index, a General Trading Day which is a Trading Day for that Individual Commodity Index on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for the Corresponding Unhedged Commodity Index, other than a day for which a substitute value for such Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;
- (b) in respect of a Composite Commodity Index, a General Trading Day which is a Trading Day in respect of each futures contract by reference to the Settlement Price for which the Corresponding Unhedged Commodity Index is calculated (in whole or in part) but on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for any such futures contract, other than a day for which a substitute value for such Composite Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;
- (c) in respect of a futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a day which is a Trading Day for that futures contract and on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange on which that futures contract is traded, other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of such futures contracts are included is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;
- (d) in respect of a commodity in connection with a Commodity Index (or class of Commodity Securities), a Commodity Market Disruption Day for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of futures contracts in respect of such commodity are included is

determined by the Calculation Agent in accordance with the provisions of the Facility Agreements; or

- (e) in respect of a class of Commodity Securities, a day which is a Commodity Market Disruption Day within paragraph (a) or (b) above in respect of the Commodity Index applicable to Commodity Securities of that class

**“Commodity Market Disruption Event”**

means:

- (a) in respect of a particular Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, any of the following events:
  - (i) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or
  - (ii) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index; or
  - (iii) the Settlement Price of the Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day’s Settlement Price;
- (b) in respect of any Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to any futures contract the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to “any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index” shall be construed, in relation to a commodity comprised in a Composite Commodity Index, as references to the Lead Future or Next Future with respect to that commodity the Settlement Price of which is used in the calculation of the Corresponding Unhedged Commodity Index); and
- (c) in respect of a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or a class of Commodity Securities), any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to the futures contract in respect of that commodity the Settlement Price of which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities) (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to “any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index” shall be construed, in relation to such commodity, as references to the Lead Future or Next Future with respect to that commodity used in the calculation of that Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities)),

	in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements
<b>“Commodity Security” or “Currency-Hedged Commodity Security”</b>	means an undated limited recourse secured debt security of the Issuer of any of the classes specified in the Trust Instrument created pursuant to and constituted by the Trust Instrument and includes Australian Dollar Commodity Securities, Euro Commodity Securities and Sterling Commodity Securities, and <b>“Commodity Securities”</b> or <b>“Currency-Hedged Commodity Securities”</b> means all of them
<b>“Composite Commodity Index”</b>	means a Classic Composite Commodity Index or a Longer Dated Composite Commodity Index
<b>“Compulsory Redemption”</b>	means a Redemption of Commodity Securities in accordance with Condition 8.12 or 8.13
<b>“Compulsory Redemption Date”</b>	means a date notified in accordance with Condition 8.1, Condition 8.2, Condition 8.5, Condition 8.6, Condition 8.7 or Condition 8.8
<b>“Conditions”</b>	means the terms and conditions of the Commodity Securities in the form set out in the Second Schedule ( <i>The Conditions</i> ) to the Trust Instrument and as set out in Part 7 ( <i>Trust Instrument and Currency-Hedged Commodity Securities</i> ) and references herein to numbered Conditions are references to the numbers assigned to the Conditions in Part 7 ( <i>Trust Instrument and Currency-Hedged Commodity Securities</i> )
<b>“Control Agreement”</b>	means, in relation to any Security Agreement, the Control Agreement (as defined in such Security Agreement) and includes the MLI Control Agreement and the CGML Control Agreement
<b>“Controller”</b>	means a Controller as defined in the Conditions
<b>“Corresponding Unhedged Commodity Index”</b>	in respect of any Commodity Index, means the Unhedged Commodity Index the closing settlement price level of which is used in the calculation of its closing settlement price level in accordance with the Handbook, the name of which is the same as the name of that Commodity Index with the omission of the words “Australian Dollar Hedged Daily”, “Euro Hedged Daily” or “Pound Sterling Hedged Daily” and <b>“corresponding”</b> in relation to a Commodity Index shall be construed accordingly
<b>“Counterparty Event of Default”</b>	means: <ul style="list-style-type: none"> <li>(a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement <b>provided that</b> such breach (if capable of being rectified) is not rectified within five Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach;</li> <li>(b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due;</li> <li>(c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event;</li> </ul>

- (d) the expiration or termination of any Guarantee (other than where a replacement guarantee (or other form of credit support) acceptable to the Issuer in its sole discretion is provided to the Issuer in lieu of a Guarantee upon or prior to such expiration or termination) or the failing or ceasing of a Guarantee to be in full force and effect for the purpose of the relevant Facility Agreement, in each case other than in accordance with its terms, prior to the satisfaction of all obligations of a Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (d) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support));
- (e) In the case of MLI, a MLI Event of Default (as defined in the MLI Classic and Longer Dated Facility Agreement or the MLI Short and Leveraged Facility Agreement) shall have occurred under the MLI Classic and Longer Dated Facility Agreement or the MLI Short and Leveraged Facility Agreement, respectively;
- (f) the occurrence of certain events of default under the Security Agreement with it being, *inter alia*, (i) such Commodity Contract Counterparty failing to transfer Collateral to the Collateral Account when due, (ii) the applicable Security Agreement expiring or terminating or failing or ceasing to be in full force and effect prior to the termination of the relevant Facility Agreement and the satisfaction of the obligations detailed in such Security Agreement or (iii) such Commodity Contract Counterparty disaffirming, disclaiming, repudiating or rejecting or otherwise challenging the validity of the applicable Security Agreement; or
- (g) if notice is given to terminate any Guarantee, such termination to become effective less than five days after the date of receipt of the notice, other than where prior to the date of the notice a replacement guarantee (or other form of credit support) acceptable to the Issuer in its sole discretion is provided to the Issuer in lieu of such Guarantee, where such notice is given prior to the satisfaction of all obligations of the Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (g) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support))

**“Creation Amounts”**

means the amounts due to the Issuer pursuant to a Creation Notice

**“Creation Limits”**

means the limits under the Facility Agreements on creation of Commodity Contracts (and corresponding limits on issue of Commodity Securities), as set out in Part 4 (*Description of Currency-Hedged Commodity Securities*) under the heading “Applications and Redemptions — Creation Limits and Redemption Limit”

**“Creation Notice”**

means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement creating the Equivalent Number of Commodity Contracts corresponding with the Commodity Securities referred to in such Creation Notice

**“CREST”**

means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & Ireland Limited

<p><b>“Currency”</b></p>	<p>means each of the three denominations of Commodity Securities (and their corresponding Commodity Contracts) provided for in the Trust Instrument, being Australian Dollars in respect of Australian Dollar Commodity Securities, Euro in respect of Euro Commodity Securities and Pounds Sterling in respect of Sterling Commodity Securities, and <b>“Currencies”</b> will be construed accordingly</p>
<p><b>“Defaulted Obligation”</b></p>	<p>means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same <b>provided that</b> if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation</p>
<p><b>“Designated Contract”</b></p>	<p>means, for each commodity eligible to be represented in the Bloomberg Commodity Index<sup>SM</sup> and for each Unhedged Individual Commodity Index, the futures contract series which is used for the calculation of those indices, as set out in Part 3 (<i>The Bloomberg Commodity Index Family</i>) in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Designated Contract and (Exchange Code)”</p>
<p><b>“Designated Month Contract”</b></p>	<p>means a futures contract, being a Designated Contract, for delivery in a particular month, which is used for the calculation of the Bloomberg Commodity Index<sup>SM</sup> and the Commodity Indices, as set out in Part 3 (<i>The Bloomberg Commodity Index Family</i>) in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Designated Month Contracts”</p>
<p><b>“Direct Agreement”</b></p>	<p>means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant</p>
<p><b>“Directors”</b></p>	<p>means the directors of the Issuer, being at the date of this document the persons whose names are listed as such in “Directors, Secretary and Advisers” below</p>
<p><b>“Documents”</b></p>	<p>means this document, the Trust Instrument, the Security Deed, all Authorised Participant Agreements, all Security Assignments, each Facility Agreement, each Security Agreement, each Control Agreement, the Registrar Agreement, the Services Agreement, the Administration Agreement and the Licence Agreement</p>
<p><b>“EC Treaty”</b></p>	<p>means the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and as amended by the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997), as further amended from time to time</p>



<b>“Eligible Equities”</b>	in relation to any Security Agreement or Control Agreement has the meaning given to that expression in the relevant Security Agreement being common or preferred shares that are constituents of the indices set out in the relevant Control Agreement or global depositary receipts whose underlying common or preferred shares are constituents of such indices
<b>“Eligible Money Market Funds”</b>	<p>means securities in the form of redeemable securities in a pooled investment fund representing the security-holder’s proportional interest in the fund’s net assets and that are issued and redeemed only on the basis of the market value of the fund’s net assets prepared each business day after the security-holder makes its investment commitment or redemption request to the fund, if:</p> <p>(a) the fund’s investments are limited to the following:</p> <ul style="list-style-type: none"> <li>(i) securities that are issued by, or unconditionally guaranteed as to the timely payment of principal and interest by, the U.S. Department of the Treasury, and immediately-available cash funds denominated in USD; or</li> <li>(ii) securities denominated in a common currency and issued by, or fully guaranteed as to the payment of principal and interest by, the European Central Bank or an Eligible Sovereign Entity that is assigned no higher than a 20 per cent. risk weight under the capital rules applicable to swap dealers subject to regulation by a prudential regulator, and immediately-available cash funds denominated in the same currency; and</li> </ul> <p>(b) assets of the fund may not be transferred through securities lending, securities borrowing, repurchase agreements, reverse repurchase agreements, or other means that involve the fund having rights to acquire the same or similar assets from the transferee</p>
<b>“Eligible Sovereign Entity”</b>	<p>means a national bond or government agency bond issuer which is incorporated or established in one of the following countries:</p> <p>(a) G10: Belgium, Canada, France, Germany, Italy, Japan, Netherlands, Sweden, Switzerland, United Kingdom, USA; and</p> <p>(b) Non-G10: Austria, Australia, Denmark, Finland, Luxembourg, New Zealand, Norway, Portugal, Spain</p>
<b>“Equivalent Number”</b>	in relation to the creation or cancellation of Commodity Contracts in conjunction with an Application for or Redemption of Commodity Securities, means the number and class of Commodity Contracts which is the same as the number and class of Commodity Securities to which the Application or Redemption relates
<b>“ETFSL”</b>	means ETFS Capital Limited (formerly ETF Securities Limited), a company incorporated and registered in Jersey on 20 August 2004 with its registered office at Ordnance House, 31 Pier Road, St. Helier, Jersey, JE4 8PW and, with registered number 88370
<b>“EU Benchmarks Regulation”</b>	means Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds

<b>“Euro” or “Eur” or “€”</b>	means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the EC Treaty
<b>“Euro Classic Index Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Euro Classic Individual Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Euro Classic Security” or “Euro Classic Currency-Hedged Commodity Security”</b>	means a Euro Classic Individual Security or a Euro Classic Index Security
<b>“Euro Commodity Security”</b>	means a Euro Individual Security or a Euro Index Security
<b>“Euro Longer Dated Index Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Euro Longer Dated Individual Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Euro Longer Dated Security” or “Euro Longer Dated Currency-Hedged Commodity Security”</b>	means a Euro Longer Dated Individual Security or a Euro Longer Dated Index Security
<b>“Euro Index Security”</b>	means a Euro Classic Index Security or a Euro Longer Dated Index Security
<b>“Euro Individual Security”</b>	means a Euro Classic Individual Security or a Euro Longer Dated Individual Security
<b>“Exchange”</b>	means CBOT, CME, COMEX, LME, ICE Futures U.S. or NYMEX, as the case may be, and <b>“Exchanges”</b> means all of them
<b>“Exempt Person”</b>	means a person who, in entering into and performing the terms of an Authorised Participant Agreement, is acting in the course of a business comprising a regulated activity in relation to which it is exempt from the need to be an Authorised Person as a result of a provision of the FSMA or associated secondary legislation
<b>“Exposure”</b>	(i) in respect of any class of Individual Commodity Contract, to the Relevant Commodity at any time means an amount equal to the US Dollar Equivalent of the Price of that class of Individual Commodity Contract; and (ii) in respect of any class of Index Commodity Contract, to any Relevant Commodity at any time means an amount equal to the US Dollar Equivalent of the Price of that class of Index Commodity Contract at that time multiplied by a fraction of which the numerator is the CIP of the Relevant Commodity and the denominator is the sum of the CIPs of each of the Relevant Commodities in relation to that class of Index Commodity Contract
<b>“Extraordinary Resolution”</b>	means in respect of one or more classes of Commodity Securities either (a) a resolution passed at a meeting of the holders of the Commodity Securities of such class or classes duly convened and held in accordance with the provisions contained in the Trust Instrument and carried by a majority consisting of not less than 75 per cent. in number of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Commodity Securities of such class or classes voting

on such poll or (b) a resolution in writing of holders of the Commodity Securities of such class or classes holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of the Commodity Securities of such class or classes

<b>“Facility Agreement”</b>	means the agreements of that name between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder including the MLI Facility Agreement and the CGML Facility Agreement
<b>“FCA”</b>	means the Financial Conduct Authority of the United Kingdom
<b>“FCA Glossary”</b>	means the glossary giving the meaning of the defined expressions used in the FCA Handbook
<b>“FCA Handbook”</b>	means the FCA’s Handbook of Rules and Guidance
<b>“Final Terms”</b>	means a document constituting “final terms” relating to an issue of Currency-Hedged Commodity Securities in or substantially in a form annexed hereto
<b>“Foreign Exchange Rate”</b>	for a Commodity Index and a day in respect of which that Commodity Index is calculated and published means the rate of exchange used in the calculation of such Commodity Index for that day, expressed as a number of US Dollars per Australian Dollar, a number of US Dollars per Euro or a number of US Dollars per Pound Sterling, as the case may be and for any other day which is a Trading Day for any of the commodities comprised in the Bloomberg Commodity Index <sup>SM</sup> or comprised in any other Unhedged Commodity Index corresponding to an Individual Commodity Index, means the exchange rate for the relevant Currency sourced by the Calculation Agent from Bloomberg (or such other person or entity from time to time fulfilling the functions provided by it at the date of the Trust Instrument under the Handbook) using the daily 4.00 p.m. London fix rate for that day or, if the Calculation Agent is unable to so source such exchange rate, an exchange rate for that day as of 4.00 p.m. determined by the Calculation Agent for the purposes of one or more Facility Agreements, <b>provided that</b> in respect of any Commodity Index the Relevant Currency of which is the subject of an FX Market Disruption Event and for which the Calculation Agent is providing a substitute Foreign Exchange Rate for the purposes of one or more Facility Agreements, the Foreign Exchange Rate for such Commodity Index shall be the Foreign Exchange Rate so provided
<b>“FSMA”</b>	means the Financial Services and Markets Act 2000 of the United Kingdom
<b>“FX Daily Hedging Cost”</b>	means, in respect of a class of Commodity Contracts, the rate per annum which is agreed in writing from time to time between the Issuer and each Commodity Contract Counterparty for that class for the purpose of calculating the Spread
<b>“FX Hedging Disruption Event”</b>	means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on such Commodity Contract Counterparty’s ability to hedge the currency risk of its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring,

establishing, re-establishing, substituting, maintaining, unwinding or disposing of any currency hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants, inconvertibility, establishment of dual exchange rates or foreign exchange controls, the application of position limits to such Commodity Contract Counterparty, the lack of availability of hedging exemptions from applicable legal, regulatory or exchange requirements or the occurrence or existence of any other circumstance or event

**“FX Market Disruption Day”**

means, in relation to a Commodity Index to which a class of Commodity Securities relates or to a class of Commodity Securities, a General Trading Day which is a Trading Day for that Commodity Index, or the Commodity Index to which such class of Commodity Securities relates, (respectively) on which a FX Market Disruption Event occurs or is continuing in respect of the Relevant Currency of such class of Commodity Securities and of which the Calculation Agent has given notice to the Issuer for the purposes of one or more Facility Agreements by no later than 4.30 p.m. on that Trading Day (with notice to each Authorised Participant given as soon as reasonably practicable by email, by telephone or by other reasonable means under the circumstances where so provided in the relevant Authorised Participant Agreement) specifying that Trading Day to be a FX Market Disruption Day in respect of such Commodity Index, **provided that**, if the Calculation Agent provides a substitute Foreign Exchange Rate in respect of a day and the Relevant Currency of such class of Commodity Securities for the purposes of one or more Facility Agreements, then such day shall not be a FX Market Disruption Day

**“FX Market Disruption Event”**

means, in respect of a Currency, an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that has had or would reasonably be expected to have a materially adverse effect on the availability of a market for converting such Currency to US Dollars (or *vice versa*), whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, inconvertibility, establishment of dual exchange rates or foreign exchange controls or the occurrence or existence of any other circumstance or event, as determined by the Calculation Agent for the purposes of one or more Facility Agreements

**“FX Restriction Event”**

means, in relation to any class or classes of Commodity Contract, an event, circumstance or cause that is reasonably and in good faith determined by the relevant Commodity Contract Counterparty to render it unable to create or cancel Commodity Contracts of such class or classes by reason of restrictions on holding the Relevant Currency or exchanging either amounts of the Relevant Currency for US Dollars or amounts of US Dollars for the Relevant Currency

**“General Trading Day”**

means a “Business Day” as defined in the Handbook from time to time (and meaning as at the date of the Trust Instrument “any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent.” where “Index Commodities” has the meaning given to it in the relevant Handbook)

**“Guarantee”**

means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement that may be provided

by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement and in respect of MLI includes the BAC Guarantee and in respect of CGML includes the Citigroup Guarantee. References in this Prospectus to "**Guarantees**" is to the BAC Guarantee and the Citigroup Guarantee

" <b>Guarantor</b> "	means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement
" <b>Handbook</b> "	means the document entitled "Index Methodology – The Bloomberg Commodity Index Family" which sets out the methodology for calculation of the Bloomberg Commodity Index <sup>SM</sup> and the other Unhedged Commodity Indices and the Commodity Indices prepared and as amended from time to time by Bloomberg, a copy of which, as at the date of this Prospectus, can be obtained from the following address: <a href="http://bloombergindexes.com/">http://bloombergindexes.com/</a>
" <b>Hedging Disruption Event</b> "	means a FX Hedging Disruption Event or a Commodity Hedging Disruption Event
" <b>HoldCo</b> "	means ETFS Holdings (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106817
" <b>holding company</b> "	has the meaning given to that term in section 1159 of the Companies Act 2006 of the United Kingdom
" <b>ICE</b> "	means the Intercontinental Exchange, Inc.
" <b>ICE Futures U.S.</b> "	means ICE Futures U.S. (formerly the New York Board of Trade (NYBOT)), a subsidiary of ICE
" <b>Index Commodity Contract</b> "	means Commodity Contracts of a class the Commodity Index relating to which is a Composite Commodity Index
" <b>Index Oversight Committee</b> "	means in respect of the Bloomberg Commodity Index <sup>SM</sup> the committee which reviews and approves the Handbook and the target composition of the revised Index each year, as described in Part 3 ( <i>The Bloomberg Commodity Index Family</i> ) under the heading "Bloomberg Commodity Index <sup>SM</sup> and Sub-Indices"
" <b>Index Security</b> "	means an Australian Dollar Index Security, a Euro Index Security or a Sterling Index Security and " <b>Index Securities</b> " means all of them
" <b>Indicative Price</b> "	means, in respect of a particular class of Commodity Security on a calendar day, the value calculated in accordance with Condition 5.5
" <b>Individual Commodity Contract</b> "	means Commodity Contracts of a class the Commodity Index relating to which is an Individual Commodity Index
" <b>Individual Commodity Index</b> "	means a Classic Individual Commodity Index or a Longer Dated Individual Commodity Index
" <b>Individual Security</b> "	means an Australian Dollar Individual Security, a Euro Individual Security or a Sterling Individual Security and " <b>Individual Securities</b> " means all of them
" <b>Insolvency Event</b> "	means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (1) to (7) above (inclusive) or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts

**"Investment Company Act"**

means the Investment Company Act of 1940 of the United States

**"Issuer"**

means ETFS Hedged Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 109413

**"Issuer Business Day"**

means a day which is both a General Trading Day and a London Business Day

**"Issuer Insolvency Event"**

means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a

distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) above (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; **provided that** no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of (1) to (9) above and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee

<b>“Jersey”</b>	means the Island of Jersey, Channel Islands
<b>“Lead Future”</b>	means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Lead Future” (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Lead Future” (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day
<b>“Licence Agreement”</b>	means the licence agreement dated as of 13 February 2018 between Bloomberg Index Services Limited, UBS Securities LLC and ManJer, under which Bloomberg and UBS Securities have granted to ManJer and the Issuer the right to use and refer to the Bloomberg Commodity Index <sup>SM</sup> and related sub-indices, and certain intellectual property of Bloomberg and UBS Securities, in relation to ( <i>inter alia</i> ) Currency-Hedged Commodity Securities
<b>“Licence Allowance”</b>	means the amount payable by the Issuer to ManJer to be applied in paying fees to Bloomberg under the Licence Agreement, as set out in Part 1 ( <i>General</i> ) under “Management Fee and Licence Allowance”, as that amount may be adjusted from time to time
<b>“Listing”</b>	means the admission of a particular class of Commodity Securities to the Official List in accordance with the Listing Rules and admission of a particular class of Commodity Securities to trading on the London Stock Exchange’s market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective
<b>“Listing Failure”</b>	means the refusal of the UK Listing Authority to admit to the Official List any Commodity Securities issued or to be issued under the Programme
<b>“Listing Failure Date”</b>	means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Commodity Securities in respect of which a Listing Failure has occurred
<b>“Listing Rules”</b>	means the Listing Rules of the UK Listing Authority, made under section 73A of FSMA

<b>"LME"</b>	means The London Metal Exchange Limited and its subsidiaries and affiliates
<b>"London Business Day"</b>	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London
<b>"London Stock Exchange"</b>	means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require
<b>"Longer Dated Commodity Security"</b>	means an Australian Dollar Longer Dated Security, a Euro Longer Dated Security or a Sterling Longer Dated Security
<b>"Longer Dated Composite Commodity Index"</b>	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook in each case by reference to the performance of an Unhedged Longer Dated Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> ) and <b>"Longer Dated Composite Commodity Indices"</b> means all of them
<b>"Longer Dated Individual Commodity Index"</b>	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook in each case by reference to the performance of an Unhedged Longer Dated Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> ) and <b>"Longer Dated Individual Commodity Indices"</b> means all of them
<b>"Main Market"</b>	means the Main Market of the London Stock Exchange, which is part of its Regulated Market for listed securities (being securities admitted to the Official List)
<b>"Management Fee"</b>	means the management fee payable by the Issuer to ManJer in consideration for the provision by ManJer of all management and administration services in relation to the Programme, as set out in Part 1 ( <i>General</i> ) under "Management Fee and Licence Allowance", as that amount may be adjusted from time to time
<b>"ManJer"</b>	means ETFS Management Company (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106921
<b>"Market Disruption Day"</b>	in respect of a class of Commodity Securities means a day which is a Commodity Market Disruption Day in respect of such class and/or a FX Market Disruption Day in respect of such class
<b>"Market Disruption Event"</b>	means a Commodity Market Disruption Event or a FX Market Disruption Event
<b>"MIFID II"</b>	means EU Directive 2014/65/EU (the Markets in Financial Instruments Directive), as amended
<b>"Minimum Creation Amount"</b>	means the minimum amount stipulated under the Facility Agreements for creation of Commodity Contracts (and the corresponding minima on the issue of Commodity Securities), as set out under the heading "Applications and Redemptions — Application Processes" in Part 4 ( <i>Description of Currency-Hedged Commodity Securities</i> )



<b>“MLI”</b>	means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is situated at 2 King Edward Street, London EC1A 1HQ, United Kingdom and includes its successors and assigns
<b>“MLI Capital Adjustment Agreement”</b>	means the agreement entitled “Capital Adjustment Agreement relating to Currency-Hedged Commodity Contracts” dated 23 February 2012 between the Issuer and MLI
<b>“MLI Classic and Longer Dated Facility Agreement”</b>	means the agreement dated 29 June 2017 between ETFS Commodity Securities Limited and MLI entitled “MLI Facility Agreement relating to Classic and Longer Dated Commodity Contracts”
<b>“MLI Control Agreement”</b>	means the collateral account control agreement entered into between the Issuer, MLI and the Securities Intermediary dated 23 February 2012
<b>“MLI Facility Agreement”</b>	means the Facility Agreement dated 23 February 2012 between the Issuer and MLI
<b>“MLI Security Agreement”</b>	means the security agreement dated as of 23 February 2012 which is in relation to and supplements the MLI Facility Agreement
<b>“MLI Short and Leveraged Facility Agreement”</b>	means the agreement dated 29 June 2017 between ETFS Commodity Securities Limited and MLI entitled “MLI Facility Agreement relating to Short and Leveraged Commodity Contracts”
<b>“month”</b>	means calendar month
<b>“Moody’s”</b>	means Moody’s Investors Service Inc. (or any successor to the ratings business thereof)
<b>“New York Business Day”</b>	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York
<b>“Next Future”</b>	means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Next Future” (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Next Future” (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day
<b>“Notice Deadline”</b>	means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally
<b>“NYBOT”</b>	means Board of Trade of the City of New York, Inc. and its subsidiaries and affiliates, known as the New York Board of Trade
<b>“NYMEX”</b>	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
<b>“Official List”</b>	means the official list maintained by the UK Listing Authority for the purpose of Part VI of FSMA

<b>“outstanding”</b>	<p>means in relation to each class of Commodity Securities, all the Commodity Securities of that class issued and in respect of which there is for the time being an entry in the Register other than:</p> <ul style="list-style-type: none"> <li>(a) Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and</li> <li>(b) Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument;</li> </ul> <p><b>provided that</b> for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFSL or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Commodity Securities shall be deemed not to be Security Holders</p>
<b>“Overseas Person”</b>	<p>means a person whose activities are not subject to the prohibition in section 19 of FSMA by virtue of its not carrying on such activities in the United Kingdom, whose head office is situated outside the United Kingdom and whose ordinary business involves carrying on activities of the kind specified by any of articles 14, 21, 25, 37, 40, 45, 51, 52 and 53 or, so far as relevant to any of those articles, article 64 of the RAO (or would do so apart from any exclusion from any of those articles made by the RAO)</p>
<b>“Pool”</b>	<p>means a separate fund or pool to which Commodity Securities of a particular class are attributable</p>
<b>“PRA”</b>	<p>means the Prudential Regulation Authority of the United Kingdom</p>
<b>“Price”</b>	<p>means for a Commodity Security or a class of Commodity Securities, the price in the Relevant Currency determined for that class in accordance with Condition 5 and <b>“Pricing”</b> (other than when used in the terms “Pricing Date” and “Pricing Day”) shall be construed accordingly</p>
<b>“Pricing Day”</b>	<p>means for:</p> <ul style="list-style-type: none"> <li>(a) each class of Individual Securities, a day which is a General Trading Day and which is (i) a Trading Day for the Individual Commodity Index applicable to that class of Commodity Security, and (ii) not a Market Disruption Day for that Individual Commodity Index;</li> <li>(b) each class of Index Securities, a day which is a General Trading Day and which is (i) a Trading Day for each of the futures contracts by reference to the Settlement Price for which the Unhedged Commodity Index corresponding to the Composite Commodity Index relating to that class of Index Commodity Securities is calculated (in whole or in part), and (ii) not a Market Disruption Day for such Composite Commodity Index;</li> <li>(c) for each futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a General Trading Day which is (i) a Trading Day for that</li> </ul>

	futures contract, and (ii) not a Commodity Market Disruption Day for that futures contract; or
	(d) for each commodity in connection with a Commodity Index (or class of Commodity Securities), a General Trading Day which is (i) a Trading Day for the futures contracts relating to that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), and (ii) not a Commodity Market Disruption Day for that futures contract
<b>"Pricing Notice"</b>	means a Redemption Form or a Withdrawal Notice
<b>"Principal Amount"</b>	in respect of each Commodity Security means the amount specified as such in respect of such Commodity Security in the Trust Instrument and as set out in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>"Programme"</b>	means the programme for the issue of Commodity Securities described in this document
<b>"Prohibited Benefit Plan Investor"</b>	means any "employee benefit plan" within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (" <b>ERISA</b> "), subject to Part 4. Subtitle B of Title I of ERISA, any "plan" to which section 4975 of the United States Internal Revenue Code of 1986, (the " <b>Code</b> ") applies (collectively, " <b>Plans</b> "), any entity whose underlying assets include "plan assets" of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan's investment in such entity, any governmental or church plan that is subject to any United States federal, state or local law that is similar to the prohibited transaction provisions of ERISA or section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity
<b>"Prohibited US Person"</b>	means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser
<b>"Prospectus"</b>	means this base prospectus of the Issuer
<b>"Prospectus Directive"</b>	means Directive 2003/71/EC of the European Parliament and the European Council
<b>"Prospectus Rules"</b>	means the prospectus rules of the FCA from time to time, made under sections 73A and 84 of FSMA
<b>"Qualified Purchaser"</b>	means a "qualified purchaser" as defined under the Investment Company Act
<b>"RAO"</b>	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended, modified or re-enacted from time to time) made under FSMA
<b>"Redemption"</b>	means the redemption of Commodity Securities by the Issuer in accordance with the Conditions (and " <b>Redeem</b> " and " <b>Redeemed</b> " shall be construed accordingly)
<b>"Redemption Amount"</b>	means the amount payable by the Issuer to the Security Holder upon the Redemption of Commodity Securities, as may be reduced

for any withholdings or deductions for or on account of tax as set out in the Conditions

- “Redemption Fee”** means the fee payable by a Security Holder upon Redemption of Commodity Securities in accordance with Condition 10 and on which more information can be found under the heading “Application Fees and Redemption Fees” in Part 4 (*Description of Currency-Hedged Commodity Securities*)
- “Redemption Form”** means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with the Conditions, as the case may be
- “Redemption Limits”** means the limits on Redemption set out in Condition 7.6 and on which more information is set out in Part 4 (*Description of Currency-Hedged Commodity Securities*) under the heading “Applications and Redemptions — Creation Limits and Redemption Limit”
- “Redemption Payment Date”** means:
- (a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following the Pricing Date of that Redemption; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or
  - (b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or
  - (c) in the case of a Redemption in accordance with a Listing Failure, the second London Business Day following the relevant Listing Failure Date; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or
  - (d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the second London Business Day following the last Pricing Day on which the Price of Commodity Securities being Redeemed was determined in accordance with the Conditions; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso;
- “Registers”** means the registers of Security Holders of each class kept and maintained by the Registrar and “**Register**” shall be construed accordingly
- “Registrar”** means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers

<b>“Registrar Agreement”</b>	means the registrar agreement dated 23 February 2012 between the Registrar, the Issuer and the Trustee
<b>“Regulated Market”</b>	means a regulated market for the purposes of MIFID II, as amended
<b>“Regulations”</b>	means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, <i>inter alia</i> , enable title to Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument
<b>“Relevant Commodities”</b>	in respect of any class of Index Commodity Contracts, the commodities the Settlement Prices of futures contracts relating to which are included in the calculation of the Unhedged Commodity Index corresponding to the Composite Commodity Index relating to that class of Index Commodity Contracts and <b>“Relevant Commodity”</b> means (i) in respect of any class of Index Commodity Contracts any of the Relevant Commodities; and (ii) in respect of any class of Individual Commodity Contracts the commodity the Settlement Price(s) of futures contract(s) relating to which are included in the calculation of the Unhedged Commodity Index corresponding to the Individual Commodity Index relating to that class of Individual Commodity Contracts
<b>“Relevant Currency”</b>	in relation to any Commodity Security or Commodity Contract, the currency in which that Commodity Security or Commodity Contract is denominated being: <ul style="list-style-type: none"> <li>(a) in the case of an Australian Dollar Commodity Security or an Australian Dollar Commodity Contract, Australian Dollars;</li> <li>(b) in the case of a Euro Commodity Security or a Euro Commodity Contract, Euro; and</li> <li>(c) in the case of a Sterling Commodity Security or a Sterling Commodity Contract, Sterling</li> </ul>
<b>“Relevant Exchange”</b>	means: <ul style="list-style-type: none"> <li>(a) for each Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, the futures exchange on which is traded the futures contract by reference to the prices of which that Unhedged Commodity Index is calculated;</li> <li>(b) in relation to a commodity comprised in an Unhedged Commodity Index, the futures exchange on which is traded the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index; and</li> <li>(c) in relation to a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, the futures exchange on which that futures contract is traded,</li> </ul> <p>and on which more information is set out in Part 3 (<i>The Bloomberg Commodity Index Family</i>) under the heading “Designated Contracts” in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Relevant Exchange”</p>
<b>“Relevant Market”</b>	means: <ul style="list-style-type: none"> <li>(a) in respect of an Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts</li> </ul>

by reference to which the Corresponding Unhedged Commodity Index is calculated;

- (b) in respect of an Unhedged Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which that Unhedged Individual Commodity Index is calculated; and
- (c) in relation to a commodity comprised in an Unhedged Commodity Index, the market conducted on the Relevant Exchange for the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index

**“Required Security Document”** means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned (as defined in the Conditions) in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be)

**“RIS”** means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer

**“Roll Period”** means the dates on which for the purposes of calculating the Bloomberg Commodity Index<sup>SM</sup> and related indices the futures contracts used are “rolled” from the Lead Future to the Next Future in accordance with the Handbook, normally being in respect of a month each of the sixth to tenth (inclusive) General Trading Days of that month

**“S&P”** means S&P Global Ratings (formerly known as Standard & Poor’s Rating Services), a division of S&P Global, Inc. (or any successor to the ratings business thereof)

**“Secured Obligations”** means:

- (a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and
- (b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other Required Security Document

**“Secured Property”** means in respect of Commodity Securities of any class, all rights of the Issuer under the corresponding Facility Agreement(s), Commodity Contracts, any Guarantee, Security Agreement(s) and Control Agreement(s), to the extent that they apply to payments due in respect of Commodity Securities of that class, or any part thereof, and all rights of the Issuer to the Collateral, and which are subject to the security created in favour of the Trustee pursuant to the Security Deed as it applies in respect of such class

<b>“Securities Act”</b>	means the Securities Act of 1933 of the United States
<b>“Security”</b>	means in respect of each Pool the security constituted by the Security Deed
<b>“Security Agreement”</b>	means, in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to that Facility Agreement, such security agreement and includes the MLI Security Agreement and the CGML Security Agreement
<b>“Security Assignment”</b>	means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment (if any) pertaining to that Authorised Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty
<b>“Security Conditions”</b>	means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty
<b>“Security Deed”</b>	means the Security Deed dated 23 February 2012 between the Issuer and the Trustee and, in respect of each Pool, means the same as it applies to such Pool
<b>“Security Holder”</b>	means a registered holder of Commodity Securities
<b>“Services Agreement”</b>	means the Services Agreement dated 23 February 2012 between ManJer and the Issuer providing for certain services to be provided by ManJer to the Issuer
<b>“Settlement Foreign Exchange Rate”</b>	in respect of a class of Commodity Securities denominated in a Currency and any day, means the BFIX Rate for that Currency and that day, <b>provided that</b> if for any reason such BFIX Rate is not available, the Settlement Foreign Exchange Rate shall be the rate determined by the Calculation Agent for the purposes of the Facility Agreement
<b>“Settlement Price”</b>	means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange
<b>“Settlement Pricing”</b>	has the meaning given in Condition 7.1(a)
<b>“Settlement Redemption Form”</b>	means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Commodity Securities using Settlement Pricing
<b>“Spread”</b>	means the spread agreed between the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Capital Adjustment Agreement (currently agreed to be an amount equal to

	the sum of the Commodity Hedging Cost and the FX Daily Hedging Cost in respect of each class of Commodity Contracts)
<b>“Sterling” or “Pound Sterling” or “GBP” or “£”</b>	means the lawful currency of the United Kingdom
<b>“Sterling Classic Index Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Sterling Classic Individual Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Sterling Classic Security” or “Sterling Classic Currency-Hedged Commodity Security”</b>	means a Sterling Classic Individual Security or a Sterling Classic Index Security
<b>“Sterling Commodity Security”</b>	means a Sterling Individual Security or a Sterling Index Security
<b>“Sterling Longer Dated Index Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Sterling Longer Dated Individual Security”</b>	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Sterling Longer Dated Security” or “Sterling Longer Dated Currency-Hedged Commodity Security”</b>	means a Sterling Longer Dated Individual Security or a Sterling Longer Dated Index Security
<b>“Sterling Index Security”</b>	means a Sterling Classic Index Security or a Sterling Longer Dated Index Security
<b>“Sterling Individual Security”</b>	means a Sterling Classic Individual Security or a Sterling Longer Dated Individual Security
<b>“subsidiary”</b>	has the meaning given to that term in section 1159 of the Companies Act 2006
<b>“System”</b>	means the system for requesting the issue and Redemption of Commodity Securities and the creation and cancellation of Commodity Contracts via the secure website maintained by the Issuer for such purpose as described under the heading “Applications and Redemptions — The System” in Part 4 ( <i>Description of Currency-Hedged Commodity Securities</i> )
<b>“tax”</b>	means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency
<b>“terminate”</b>	in relation to a Commodity Contract means ‘terminate’ or ‘close out’ the obligations established by such Commodity Contract
<b>“Trading Day”</b>	means: <ul style="list-style-type: none"> <li>(a) for an Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which the Relevant Exchange for that Unhedged Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;</li> </ul>



- (b) for a Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which all the Relevant Exchanges for each commodity comprised in that Unhedged Commodity Index are open for trading during their regular trading session, notwithstanding any of such Relevant Exchanges closing prior to their scheduled closing time;
- (c) for a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, a day on which the Relevant Exchange for that futures contract is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time; or
- (d) for a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or class of Commodity Securities), a Trading Day (pursuant to sub-paragraph (c) above) for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities)

<b>“Transparency Directive”</b>	means Directive 2004/109/EC of the European Parliament and the European Council
<b>“Transparency Rules”</b>	means the disclosure rules and transparency rules of the UK Listing Authority from time to time, made under section 73A of the FSMA
<b>“Trust Instrument”</b>	means the trust instrument dated 23 February 2012 between the Issuer and the Trustee constituting Commodity Securities and includes the schedules thereto and the Conditions
<b>“Trustee”</b>	means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument
<b>“UBS Group”</b>	means UBS AG and its Affiliates, and includes UBS Securities
<b>“UBS Securities”</b>	means UBS Securities LLC, a corporation incorporated in Delaware, United States whose principal office is situated at 299 Park Avenue, New York, NY 10171, United States and includes its successors and assignees
<b>“UCITS Fund”</b>	means a collective investment scheme which in accordance with the UCITS directive (Council Directive No. 85/611/EEC) as amended is an undertaking for collective investment in transferable securities subject to that directive and includes a UCITS Scheme
<b>“UCITS Scheme”</b>	means a scheme that falls within the definition of a “UCITS Scheme” contained in the FCA Glossary
<b>“UK Listing Authority”</b>	means the FCA in its capacity as the competent authority for the purposes of Part VI of FSMA or any successor enactment
<b>“Unacceptable Authorised Participant”</b>	means an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Commodity Contract Counterparty

<b>“Uncertificated Form”</b>	means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST
<b>“Unhedged Classic Composite Commodity Index”</b>	means the Bloomberg Commodity Index <sup>SM</sup> and each other index for a group of commodities (which may change from time to time with respect to such index) calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index <sup>SM</sup>
<b>“Unhedged Classic Individual Commodity Index”</b>	means an index for an individual commodity calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index <sup>SM</sup>
<b>“Unhedged Commodity Index”</b>	means an Unhedged Classic Individual Commodity Index, an Unhedged Classic Composite Commodity Index, an Unhedged Longer Dated Individual Commodity Index or an Unhedged Longer Dated Composite Commodity Index
<b>“Unhedged Composite Commodity Index”</b>	means an Unhedged Classic Composite Commodity Index or an Unhedged Longer Dated Composite Commodity Index
<b>“Unhedged Longer Dated Composite Commodity Index”</b>	means the Bloomberg Commodity Index 3 Month Forward <sup>SM</sup> and each other index for a group of commodities (which may change from time to time with respect to such index) calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward <sup>SM</sup>
<b>“Unhedged Longer Dated Individual Commodity Index”</b>	means an index for an individual commodity calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward <sup>SM</sup>
<b>“Unhedged Individual Commodity Index”</b>	means an Unhedged Classic Individual Commodity Index or an Unhedged Longer Dated Individual Commodity Index
<b>“United Kingdom” or “UK”</b>	means the United Kingdom of Great Britain and Northern Ireland
<b>“United States” or “U.S.”</b>	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia
<b>“US Dollars”, “USD” or “US\$”</b>	means the lawful currency of the United States
<b>“US Dollar Equivalent”</b>	means in respect of any amount in any Relevant Currency on any Pricing Day, such amount converted into US Dollars by multiplying by the Foreign Exchange Rate for Commodity Indices applicable to Commodity Contracts of that Currency for that Pricing Day
<b>“US Person”</b>	means a “US person” as defined in Regulation S under the Securities Act
<b>“VAT”</b>	means value added tax
<b>“Website”</b>	means the website of Bloomberg at <a href="http://www.bloombergindexes.com/">http://www.bloombergindexes.com/</a>

References in this document to a particular time are references to the time applicable in London, United Kingdom.

Unless the context otherwise requires, references in this document to any agreement or document includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires references in

this document to any statute or any provision of any statute includes a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment, in each case in force as at the date of this Prospectus.

## DIRECTORS, SECRETARY AND ADVISERS

<b>Directors of the Issuer</b>	Hilary Jones Steven Ross Peter M. Ziemba  All the Directors are non-executive
<b>Secretary of the Issuer</b>	R&H Fund Services (Jersey) Limited
<b>Corporate administrator of the Issuer</b>	R&H Fund Services (Jersey) Limited
<b>Registered office of the Issuer and address of directors and secretary of the Issuer</b>	The address of all the directors and of the secretary of the Issuer is the registered office of the Issuer, which is:  Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands Tel: +44 1534 825200 <a href="https://www.wisdomtree.eu">https://www.wisdomtree.eu</a>
<b>Administrator</b>	ETFS Management Company (Jersey) Limited Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands
<b>Trustee</b>	The Law Debenture Trust Corporation p.l.c. Fifth Floor 100 Wood Street London EC2V 7EX United Kingdom
<b>Calculation Agent</b>	Merrill Lynch International 2 King Edward Street London EC1A 1HQ
<b>English Legal Advisers to the Issuer</b>	W Legal Limited 47 Red Lion Street London WC1R 4PF United Kingdom
<b>English Tax Legal Advisers to the Issuer</b>	Dechert LLP 160 Queen Victoria Street London EC4V 4QQ United Kingdom
<b>Jersey Legal Advisers to the Issuer</b>	Mourant Ozannes 22 Grenville Street St. Helier Jersey JE4 8PX Channel Islands
<b>Austrian Legal Advisers to the Issuer</b>	Dorda Brugger Jordis Rechtsanwälte GmbH Dr-Karl-Lueger-Ring 10 1010 Vienna Austria

<b>Danish Legal Adviser to the Issuer</b>	DLA Piper Denmark Law Firm P/S Raadhushuspladsen 4 DK-1550 Copenhagen V Denmark
<b>Dutch Legal Advisers to the Issuer</b>	Stibbe Beethovenplein 10 1077 WM Amsterdam The Netherlands
<b>Finnish Legal Advisers to the Issuer</b>	Dittmar & Indrenius Pohjoisesplanadi 25 A FI-00100 Helsinki Finland
<b>French Legal Advisers to the Issuer</b>	Dechert LLP 32 Rue de Monceau 75008 Paris France
<b>German Legal Advisers to the Issuer</b>	Dechert LLP Skygarden Erika-Mann-Straße, 5 80636 Munich Germany
<b>German Listing and Paying Agent</b>	HSBC Trinkaus & Burkhardt AG Königsallee 21/23 40212 Düsseldorf Germany
<b>Irish Legal Advisers to the Issuer</b>	A&L Goodbody IFSC North Wall Quay Dublin 1
<b>Italian Legal Advisers to the Issuer</b>	CBA Studio Legale e Tributario Galleria San Carlo 6 20122 Milano Italy
<b>Norwegian Legal Advisers to the Issuer</b>	Advokatfirmaet Wiersholm AS Dokkveien 6th floor 0250 Oslo Norway
<b>Spanish Legal Advisers to the Issuer</b>	Cuatrecasas, Gonçalves Pereira Almagro, 9-28010 Madrid Spain
<b>Swedish Legal Advisers to the Issuer</b>	Denovo Advokatbyrå AB Hamngatan 15 Box 7225 103 89 Stockholm Sweden
<b>English Legal Advisers to the Trustee</b>	Simmons & Simmons LLP CityPoint 1 Ropemaker Street London EC2Y 9SS United Kingdom

**Jersey Legal Advisers  
to the Trustee**

Ogier  
Ogier House  
The Esplanade  
St. Helier  
Jersey JE4 9WG  
Channel Islands

**Auditors of the Issuer**

KPMG Channel Islands Limited  
37 Esplanade  
St Helier  
Jersey  
Channel Islands  
JE4 8WQ

KPMG Channel Islands Limited is authorised by the Jersey Financial Services Commission to be appointed as an auditor of a Jersey incorporated company under the Companies (Jersey) Law 1991 with Registration Number RA011.

KPMG Channel Islands Limited is a registered auditor with the Institute of Chartered Accountants in England and Wales.

**Registrar**

Computershare Investor Services (Jersey) Limited  
Queensway House  
Hilgrove Street  
St. Helier  
Jersey JE1 1ES  
Channel Islands

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated into this document by reference and are available at the Issuer's website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> under the 'ETF Securities Financial and Tax Information' tab and at the registered office of the Issuer as set out in paragraph 8 of Part 13 (*Additional Information*):

1. the published audit reports and audited accounts of the Issuer for the year ended 31 December 2017 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 27 April 2018; and
2. the published audit reports and audited accounts of the Issuer for the year ended 31 December 2018 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 13 March 2019.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the documents specifically identified above, no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for purposes of the Prospectus Directive or the Prospectus Rules.

The sections of the documents listed above which are not incorporated by reference are either not relevant for investors or are covered elsewhere in this Prospectus.

## PART 1

### GENERAL

#### Introduction

The Issuer has created and is currently making available for issue 210 different classes of Currency-Hedged Commodity Securities denominated in Australian Dollars, Euro or Pounds Sterling. There are two kinds of Currency-Hedged Commodity Securities:

- Individual Securities, the Prices of which will track the daily change in the level of a Commodity Index which tracks the price of a single commodity; and
- Index Securities, the Prices of which will track the daily change in the level of a Commodity Index which tracks the prices of a group of commodities.

These comprise 150 different classes of Individual Securities (representing 25 different commodities, two different maturities and three different currencies of denomination) and 60 different classes of Index Securities (representing ten different combinations of commodities, two different maturities and three different currencies of denomination).

Currency-Hedged Commodity Securities give investors the following:

- exposure to the prices of individual commodities or groups of commodities, using the particular futures market contracts and roll periods determined by one of the world's leading providers of commodity indices;
- a choice of "long" exposure of two different parts of the commodities futures curve;
- a daily adjustment to reflect a hedge against exchange rate movements between the US Dollar and the Relevant Currency; plus
- exposure to a "total return", comprising:
  - a commodity "excess return" (spot price movement plus a positive (negative) roll yield from backwardation (contango) in the relevant futures market when rolling); and
  - a collateral return (equivalent to an interest return net of all fees), at a rate announced each week in advance, in the form of a capital enhancement (which may be negative if the interest return element is less than the fees element) in the relevant Currency;
- exposure which is unleveraged and which changes with changes in the price(s) of the different parts of the commodity futures curve, both up and down;
- pricing which is transparent, based on indices published at the end of each Pricing Day (and which in turn are based on end-of-day Settlement Prices for designated futures contracts on specified futures exchanges and foreign exchange rates sourced from Bloomberg); and
- securities traded on the London Stock Exchange and/or certain other stock exchanges.

Currency-Hedged Commodity Securities confer no right to receive physical commodities. Rather, they are purely financial instruments.

The Classic Commodity Securities are priced by reference to the Bloomberg Commodity Index Australian Dollar Hedged Daily<sup>SM</sup>, the Bloomberg Commodity Index Euro Hedged Daily<sup>SM</sup> or the Bloomberg Commodity Index Pound Sterling Hedged Daily<sup>SM</sup> (as appropriate) and their various sub-indices which are calculated by reference to the US Dollar version of the Bloomberg Commodity Index<sup>SM</sup>. The Longer Dated Commodity Securities are priced by reference to the Bloomberg Commodity Index Australian Dollar Hedged Daily 3 Month Forward<sup>SM</sup>, the Bloomberg Commodity Index Euro Hedged Daily 3 Month Forward<sup>SM</sup> or the Bloomberg Commodity Index Pound Sterling Hedged Daily 3 Month Forward<sup>SM</sup> (as appropriate) and their various sub-indices which are calculated by reference to the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> (which tracks the same commodities as the Bloomberg Commodity Index<sup>SM</sup> but for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>). Since the indices tracked by the Classic Commodity



Securities and the Longer Dated Commodity Securities are exposed to different parts (maturities) of the futures curve, Classic Commodity Securities and Longer Dated Commodity Securities based on the same individual commodities or group of commodities will provide investors with different investment returns depending on the relevant Commodity Index's sensitivity to changes in the commodity price and rate of any backwardation or contango.

The pricing of all Currency-Hedged Commodity Securities will be based on Commodity Indices.

The following table shows, in each box, the different classes of Currency-Hedged Commodity Security that are currently available for issue for the Australian Dollar-denominated, Euro-denominated and Pound Sterling-denominated Commodity Securities. The table also shows the commodities included in each class of Index Securities:

**Table 1 – Currency-Hedged Commodity Securities Available for Issue:**

Securities	Index Securities									
<table border="1"> <tr><td>Natural Gas</td></tr> <tr><td>WTI Crude Oil</td></tr> <tr><td>Brent Crude</td></tr> <tr><td>Unleaded Gasoline</td></tr> <tr><td>Heating Oil</td></tr> <tr><td>Gas Oil</td></tr> </table>	Natural Gas	WTI Crude Oil	Brent Crude	Unleaded Gasoline	Heating Oil	Gas Oil	All Commodities	Energy	Petroleum	Ex-Agriculture & Livestock†
Natural Gas										
WTI Crude Oil										
Brent Crude										
Unleaded Gasoline										
Heating Oil										
Gas Oil										
<table border="1"> <tr><td>Aluminium</td></tr> <tr><td>Copper</td></tr> <tr><td>Zinc</td></tr> <tr><td>Nickel</td></tr> </table>	Aluminium	Copper	Zinc	Nickel	Ex-Energy	Industrial Metals		Precious Metals		
Aluminium										
Copper										
Zinc										
Nickel										
<table border="1"> <tr><td>Gold</td></tr> <tr><td>Silver</td></tr> </table>	Gold	Silver	Livestock							
Gold										
Silver										
<table border="1"> <tr><td>Live Cattle</td></tr> <tr><td>Lean Hogs</td></tr> </table>	Live Cattle	Lean Hogs	Agriculture	Grains						
Live Cattle										
Lean Hogs										
<table border="1"> <tr><td>Wheat</td></tr> <tr><td>Kansas Wheat</td></tr> <tr><td>Corn</td></tr> <tr><td>Soybeans</td></tr> </table>	Wheat	Kansas Wheat		Corn	Soybeans	Softs				
Wheat										
Kansas Wheat										
Corn										
Soybeans										
<table border="1"> <tr><td>Sugar</td></tr> <tr><td>Cotton</td></tr> <tr><td>Coffee</td></tr> </table>	Sugar	Cotton	Coffee	Soybean Oil	Soybean Meal					
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<table border="1"> <tr><td>Soybean Oil</td></tr> <tr><td>Soybean Meal</td></tr> </table>	Soybean Oil	Soybean Meal								
Soybean Oil										
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<table border="1"> <tr><td>Cocoa*</td></tr> <tr><td>Lead*</td></tr> <tr><td>Platinum*</td></tr> <tr><td>Tin*</td></tr> </table>	Cocoa*	Lead*	Platinum*	Tin*						
Cocoa*										
Lead*										
Platinum*										
Tin*										

\* Longer Dated Commodity Securities of these classes are not currently available for issue and these commodities are not currently comprised in any class of Index Securities.

\*\* Commodity Securities of these classes are included in the classes of Index Securities represented in this table but are not currently available for issue.

Currency-Hedged Commodity Securities may also be issued under this Prospectus in respect of any other currency-hedged commodity index calculated by and published by Bloomberg or UBS AG (or any of its Affiliates) in accordance with the Handbook and denominated in any currency, provided that the Issuer can create matching Commodity Contracts under a Facility Agreement. To the extent that this Prospectus does not provide full details of such class or classes of Currency-Hedged Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof and

details of the relevant currency-hedged commodity index) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

### **Pricing and Trading of Currency-Hedged Commodity Securities**

The Price of each class of Currency-Hedged Commodity Security will be calculated daily to reflect the daily movement in the level of the relevant Commodity Index on each Pricing Day and a daily Capital Adjustment which takes into account the applicable Collateral Yield and fees.

The Capital Adjustment is a daily rate expressed as a percentage, which will be as agreed from time to time by each Commodity Contract Counterparty and the Issuer. The Capital Adjustment reflects the benefit to the Commodity Contract Counterparty of selling the relevant Commodity Contracts to the Issuer, less the Management Fee and Licence Allowance.

The Commodity Indices will be as published by Bloomberg.

No Price will be calculated for a class of Currency-Hedged Commodity Security for a Market Disruption Day or in certain other circumstances as specified in the Conditions and on any day when, in accordance with the Conditions, a Price is not calculated, the Conditions provide for an Indicative Price to be calculated instead, and once a Price can again be calculated it will be based on the preceding day's Indicative Price.

Further information on the pricing of Currency-Hedged Commodity Securities is set out in Part 4 (*Description of Currency-Hedged Commodity Securities*) and worked examples are provided in Part 2 (*How does a Security Holder determine the value of their investment?*)

#### *Publication of Pricing Information*

The Prices and Capital Adjustments (and where applicable Indicative Prices) for all classes of Currency-Hedged Commodity Securities will be calculated by or on behalf of the Issuer as at the end of each Pricing Day.

The Issuer's calculations of the Capital Adjustments and all Prices (and any Indicative Prices) will be posted on the Issuer's website at <https://www.wisdomtree.eu/pricing>.

#### *Listing and Trading*

All Currency-Hedged Commodity Securities are fully transferable.

The Issuer has applied to the FCA for all of the Currency-Hedged Commodity Securities to be issued within 12 months from the date of this document to be admitted to the Official List and to the London Stock Exchange, which operates a Regulated Market, for all of such Currency-Hedged Commodity Securities to be admitted to trading on its Main Market, which is part of its Regulated Market for listed securities (being securities admitted to the Official List). However, an active secondary market on the Main Market may not develop in respect of all classes of Currency-Hedged Commodity Securities.

Each class of Currency-Hedged Commodity Securities traded on the London Stock Exchange may have different market makers, bid/offer spreads and depth of liquidity and may be traded using different platforms. The Issuer hopes that some of the more liquid Currency-Hedged Commodity Securities will be traded on the Sets-MM platform but can give no assurance as to which Currency-Hedged Commodity Securities might attract the most and the least amount of trading activity.

Any announcements made by the Issuer by RIS will be available, free of charge, on the website of the London Stock Exchange, <http://www.londonstockexchange.com>.

Certain classes of Currency-Hedged Commodity Securities have also been admitted to listing and/or trading on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) and on the ETFplus market of Borsa Italiana S.p.A., see Part 6 (*The Programme*).

## **Commodity Contracts and Facility Agreements**

To gain exposure to the change in the levels of the relevant Commodity Index and to match the liability of the Issuer to Security Holders upon redemption, Currency-Hedged Commodity Securities will be backed by Commodity Contracts with corresponding terms. Each time Currency-Hedged Commodity Securities are issued or redeemed by the Issuer, corresponding Commodity Contracts will be created or terminated by the Issuer under a Facility Agreement.

All Commodity Contracts of a particular class will be attributable to the same Pool as the existing Commodity Contracts of that class and newly issued Currency-Hedged Commodity Securities will be backed by the same assets (including the newly created and existing Commodity Contracts of that class) as the existing Currency-Hedged Commodity Securities of that class. Security Holders will be informed of any further issues of Currency-Hedged Commodity Securities of a particular class by means of the Final Terms.

The Issuer has entered into Facility Agreements with MLI and CGML (respectively as the counterparty to the Commodity Contracts). The Issuer has also entered into Security Agreements with MLI and CGML and Control Agreements with MLI and The Bank of New York Mellon (as Securities Intermediary) and with CGML and The Bank of New York Mellon (as Securities Intermediary), the terms of which are described below. Information relating to MLI and CGML is set out in Part 11 (*Particulars of the Commodity Contract Counterparties*).

Under the terms of the Facility Agreements, the Issuer can create and terminate Commodity Contracts on a continuous basis, subject to the Creation Limits and the Redemption Limit (and days not being Market Disruption Days) and certain other conditions. Further information on the Creation Limits and the Redemption Limit is set out in Part 4 (*Description of Currency-Hedged Commodity Securities*) under the heading “Applications and Redemptions — Creation Limits and Redemption Limit”.

The Issuer is only permitted to issue new Currency-Hedged Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement.

Further information on Commodity Contracts, the Facility Agreements, the Security Agreements and the Control Agreements is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

The Commodity Contract Counterparties are obliged to provide Collateral to the Issuer to support their obligations under the Commodity Contracts. The Collateral is held in accounts in the names of the Commodity Contract Counterparties at the Bank of New York Mellon. A description of the arrangements for the provision of Collateral by each Commodity Contract Counterparty under its respective Security Agreement and Control Agreement is set out under the heading “Security Agreements and Control Agreements — Provision of Collateral by the Commodity Contract Counterparties” in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

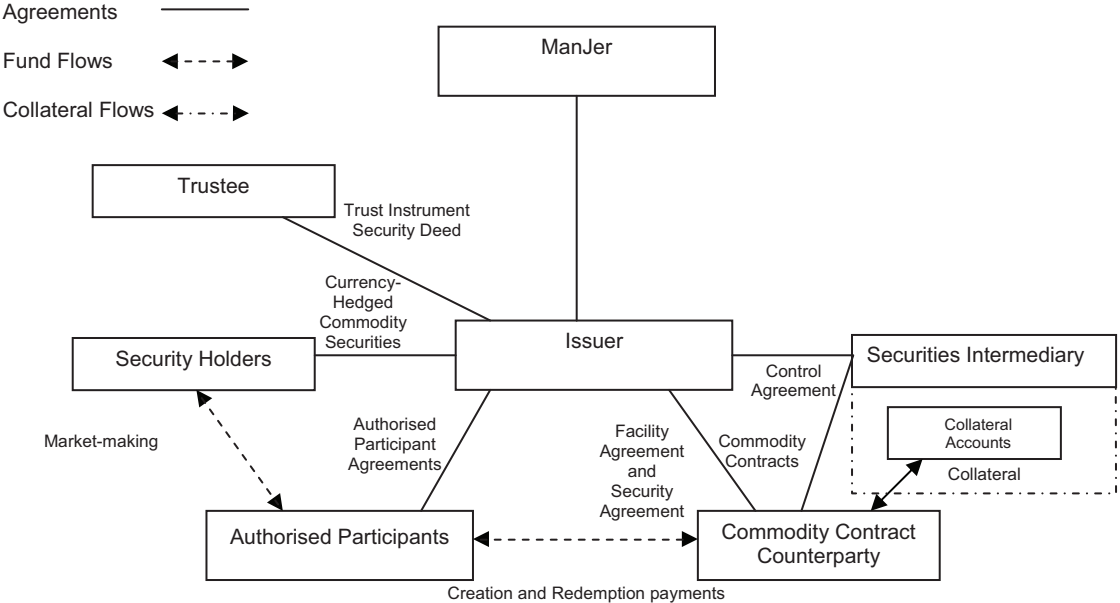
The payment obligations of MLI under the MLI Facility Agreement are also supported by a guarantee from Bank of America Corporation and the payment obligations of CGML under the CGML Facility Agreement are also supported by a guarantee from CGMH. Descriptions of the BAC Guarantee and the Citigroup Guarantee are set out under the headings “BAC Guarantee” and “Citigroup Guarantee” respectively in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

## **Contract Structure and Flow of Funds for Currency-Hedged Commodity Securities**

Currency-Hedged Commodity Securities are constituted by the Trust Instrument. Under the terms of the Trust Instrument, the Trustee acts as trustee for the Security Holders of each type of Currency-Hedged Commodity Securities.

The obligations of the Issuer in respect of each class of Currency-Hedged Commodity Securities will be secured by a charge over the equivalent class of Commodity Contracts held by the Issuer and over the rights of the Issuer in respect of those Commodity Contracts under the Facility Agreements, the Security Agreements and the Control Agreements.

A diagrammatic representation of the principal aspects of the structure as currently in place appears below (for simplicity only one Commodity Contract Counterparty and Collateral Account is illustrated and the BAC Guarantee and Citigroup Guarantee are omitted). The principal aspects of the structure are the same whether the Commodity Contract Counterparty is MLI or CGML:



The following is a summary of the flow of funds and assets attributable to the Currency-Hedged Commodity Securities as represented by the above diagram.

Most Security Holders will buy or sell their Currency-Hedged Commodity Securities for cash on the London Stock Exchange, Borsa Italiana and/or the Frankfurt Stock Exchange (being the Stock Exchanges on which the Currency-Hedged Commodity Securities are admitted to trading) rather than directly from the Issuer. Details of the exchanges on which a particular type of security can be traded are set out in the applicable Final Terms. Market makers provide liquidity on those stock exchanges. To aid this process, the Issuer has entered into agreements (known as Authorized Participant Agreements) with certain financial institutions — Authorized Participants — whereby it has agreed to issue Currency-Hedged Commodity Securities to those Authorized Participants on an on-going basis. Further details about the Authorized Participant Agreements are set out under the heading “Authorized Participant Agreements” in paragraph 3 of Part 13 (*Additional Information*).

The creation of the Currency-Hedged Commodity Securities will be settled on a delivery versus payment basis in CREST whereby an Authorized Participant will deliver an amount of cash to the Commodity Contract Counterparty equal to the Price of the Currency-Hedged Commodity Securities to be issued, in exchange for which the Issuer will issue Currency-Hedged Commodity Securities and deliver them to the Authorized Participant via CREST. Further details about the settlement of Currency-Hedged Commodity Securities can be found under the heading “Settlement” in Part 6 (*The Programme*).

The Authorized Participant may then sell the Currency-Hedged Commodity Securities on a stock exchange, sell the Currency-Hedged Commodity Securities in off-exchange transactions (known as “OTC” or “over-the-counter” transactions) or keep the Currency-Hedged Commodity Securities to hold themselves. The creation process is described in more detail in Part 4 (*Description of Currency-Hedged Commodity Securities*). Each time Currency-Hedged Commodity Securities are issued the Issuer will create corresponding Commodity Contracts, exactly matching the number of Currency-Hedged Commodity Securities of the relevant class issued.

If an Authorized Participant requests the redemption of Currency-Hedged Commodity Securities, they must return those Currency-Hedged Commodity Securities into CREST and in return will receive from the Commodity Contract Counterparty an amount of cash equal to the Price (or, if higher, the Principal Amount) of the Currency-Hedged Commodity Securities to be redeemed less any applicable

redemption fee in respect of those Currency-Hedged Commodity Securities. The redemption process is described in more detail in Part 4 (*Description of Currency-Hedged Commodity Securities*).

If Security Holders who are not Authorised Participants wish to give up their holding of Currency-Hedged Commodity Securities, they must generally sell them either on one of the stock exchanges on which the Currency-Hedged Commodity Securities are admitted to trading or in a private transaction. Such sale would typically be for cash. Generally Currency-Hedged Commodity Securities will only be issued to Authorised Participants and Authorised Participants only will be able to require redemption of them. In each case this will be done in return for delivery of cash. In circumstances where there are no Authorised Participants or as the Issuer may in its sole discretion determine, Security Holders who are not Authorised Participants may require redemption of their securities directly with the Issuer. In this case, the Issuer will cancel a number of Commodity Contracts of the relevant class equal in number to the number of Currency-Hedged Commodity Securities being redeemed and use the cash proceeds of such cancellation to pay redemption proceeds to redeeming Security Holders.

### **Applications and Redemptions**

Currency-Hedged Commodity Securities can be issued or redeemed at any time, subject to conditions (including not exceeding the Creation Limits and Redemption Limit), by Authorised Participants. The issue and redemption mechanism is intended to ensure that Currency-Hedged Commodity Securities have sufficient liquidity and that the price at which they trade on the London Stock Exchange or other exchanges tracks the relevant Price formula. Only an Authorised Participant may apply for or (unless there are at any given time no Authorised Participants or as otherwise announced by the Issuer) redeem Currency-Hedged Commodity Securities — all other persons must buy and sell Currency-Hedged Commodity Securities through trading on the London Stock Exchange or other relevant exchanges on which the Currency-Hedged Commodity Securities are admitted to trading.

Currency-Hedged Commodity Securities can only be issued or redeemed if corresponding Commodity Contracts can be created or terminated. There are limits on the creation and termination of Commodity Contracts, which means that there are corresponding limits on the issue and redemption of Currency-Hedged Commodity Securities.

Further information in relation to Applications and Redemptions and the Creation Limits and Redemption Limit is set out under the heading “Applications and Redemptions” in Part 4 (*Description of Currency-Hedged Commodity Securities*).

### **Security Structure**

A security structure has been established to provide security for the payment obligations of the Issuer to Security Holders upon redemption of Currency-Hedged Commodity Securities.

The Issuer has been established as an “umbrella” or “multi-class” company with separate Pools of assets so that the Issuer can issue separate classes of securities, based on different prices, different currencies of denomination or having some other different characteristics, but on terms that each such separate class of securities would have recourse only to the assets attributable to that class and not to the assets attributable to any other class. The assets and liabilities attributable to each class of Currency-Hedged Commodity Securities will represent the Pool for that class.

Thus there are 210 separate Pools currently applicable to Currency-Hedged Commodity Securities. A single Pool secures all Currency-Hedged Commodity Securities of a single class.

Currency-Hedged Commodity Securities are constituted under the Trust Instrument. The Trustee holds all rights and entitlements under the Trust Instrument on trust for the Security Holders.

In addition, the Issuer and the Trustee have entered into a single Security Deed in respect of all the Pools. The rights and entitlements held by the Trustee under the Security Deed in respect of any particular Pool are held by the Trustee on trust for the Security Holders of that particular class of Currency-Hedged Commodity Securities.

Under the terms of the Security Deed, the Issuer has in respect of each Pool assigned to the Trustee by way of security the contractual rights of the Issuer relating to such class under each Facility Agreement, and granted a first-ranking floating charge in favour of the Trustee over all of the Issuer’s rights in relation to the Secured Property attributable to the applicable Pool, including but not limited to its rights under each Facility Agreement, all Commodity Contracts for the relevant class created

pursuant to each Facility Agreement, the BAC Guarantee, the Citigroup Guarantee and the rights of the Issuer under each Security Agreement and each Control Agreement, in each case insofar as it relates to the relevant Pool.

If the amounts received from the relevant Secured Property are insufficient to make payment of all amounts due in respect of the relevant Pool, no other assets of the Issuer shall be available to meet that shortfall and all further claims of the holders in respect of such class of Currency-Hedged Commodity Securities will be extinguished.

Further details of the Trust Instrument are set out in Part 7 (*Trust Instrument and Currency-Hedged Commodity Securities*). Further details of the Security Deed are set out in Part 8 (*Particulars of the Security Deed*).

### **The Issuer and ManJer**

The Issuer is a public company incorporated in Jersey on 11 November 2011 for the purpose of issuing debt securities the price of which is related to commodities or commodity indices and entering into the Documents and agreements relating to other classes or classes of commodity securities. The Issuer has not been assigned a credit rating and it is not intended that any Currency-Hedged Commodity Securities will be assigned credit ratings.

The shares in the Issuer are all held by HoldCo, a company incorporated in Jersey to act as the holding company of the Issuer and which is itself ultimately wholly-owned by WisdomTree Investments, Inc. The Issuer is neither directly or indirectly owned or controlled by any other party to the Programme. The Issuer is dependent upon ManJer to provide management and administration services to it, as further described below under the heading “Administration and Registrar Services”.

ManJer intends to promote and to provide management and other services to the Issuer and currently also provides such services to ETFS Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Hedged Metal Securities Limited, ETFS Oil Securities Limited, Gold Bullion Securities Limited, ETFS Foreign Exchange Limited, Swiss Commodity Securities Limited and ETFS Equity Securities Limited.

### **WisdomTree Investments, Inc.**

WisdomTree Investments, Inc. is a company founded in 1985. Its principal place of business is at 245 Park Avenue, 35th Floor, New York, NY 10167, United States. WisdomTree Investments, Inc. is the ultimate holding company of a group of companies which include the Issuer, ManJer and HoldCo. WisdomTree Investments, Inc. through its subsidiaries operates as an exchange traded product sponsor and asset manager. It also licences its indices to third parties.

### **Administration and Registrar Services**

ManJer will, pursuant to the Services Agreement, supply, or arrange the supply of, all management and administration services for the Issuer and will pay all the management and administration costs of the Issuer (including those of the Secretary (as defined below) and Registrar). ManJer may engage third parties to provide some or all of these services. The Service Agreement may be terminated by ManJer at any time on three months' notice or earlier in the event of certain breaches or the insolvency of either party.

ManJer is a company incorporated in Jersey under the Companies (Jersey) Law 1991. It was incorporated on 16 November 2010, its registered office is Ordnance House, 31 Pier Road, St. Helier, Jersey JE4 8PW, Channel Islands and it is ultimately wholly-owned by WisdomTree Investments, Inc.

The Issuer, the Trustee and the Registrar have entered into an agreement pursuant to which the Registrar is to provide registry and associated services. The Registrar will maintain the Registers in Jersey. The Registrar is a Jersey company which was incorporated under the Companies (Jersey) Law 1991 on 2 September 1999.

The Issuer has entered into a corporate administration agreement with R&H Fund Services (Jersey) Limited (the “**Administrator**”) whereby the Administrator will perform certain administration duties for the Issuer. The Administrator is a Jersey company which was incorporated under the Companies (Jersey) Law 1991 on 29 November 1988.

Further certain directors of the Issuer and ManJer have been involved in establishing and operating exchange traded products and exchange traded fund companies and related service companies, in particular Boost Management Limited and WisdomTree Issuer Plc.

### **Management Fee and Licence Allowance**

In return for ManJer supplying to the Issuer, or arranging the supply to the Issuer of, all management and administration services, the Issuer is liable under the Services Agreement to pay ManJer a fee equal to the Management Fee paid to the Issuer by the Commodity Contract Counterparties under the Capital Adjustment Agreements. The Management Fee, as at the date of this Prospectus, is 0.49 per cent. per annum of the aggregate Price on that day of all Euro Commodity Securities and all Sterling Commodity Securities outstanding and 0.69 per cent. per annum of the aggregate Price on that day of all Australian Dollar Commodity Securities outstanding. The fee rate may be varied by the Issuer from time to time.

The Commodity Contract Counterparties will pay to the Issuer in respect of the Commodity Contracts to which each is party amounts equal to the Management Fee and a Licence Allowance, which will be used to pay licence fees to Bloomberg due under the Licence Agreement (with any difference being payable to/by ManJer). The Licence Allowance payable by each Commodity Contract Counterparty is currently 0.05 per cent. per annum of the aggregate daily Price of all fully paid Commodity Contracts outstanding with that Commodity Contract Counterparty.

The Issuer will only be liable to pay the fees to ManJer upon receipt of the relevant amounts from the Commodity Contract Counterparties.

The rate of the Management Fee and Licence Allowance will be reflected in the adjustments to the Capital Adjustment each day, commencing upon the relevant Currency-Hedged Commodity Securities first being issued.

If the Management Fee or the Licence Allowance is amended, such amendment will be notified through an RIS, and will not take effect for at least 30 days following the publication of the RIS.

### **Commodity Contract Counterparty fees**

The Commodity Contract Counterparties do not charge any fees or expenses to the Issuer or ManJer in relation to the Facility Agreements, the Security Agreements or the Control Agreements. However the Commodity Contract Counterparties will have the use of the funds in each Relevant Currency paid to them for the creation of Commodity Contracts (net of redemptions) and the amount they pay for this benefit will be reflected in the rate of the Capital Adjustment, which rate will be agreed from time to time by the Commodity Contract Counterparties and the Issuer. The rate of the Capital Adjustment for each class of Currency-Hedged Commodity Security is currently the four week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Relevant Currency less the Management Fee of 0.49 per cent. per annum in respect of the Euro Commodity Securities and the Sterling Commodity Securities and 0.69 per cent. per annum in respect of the Australian Dollar Commodity Securities, the Licence Allowance of 0.05 per cent. per annum and a Spread relating to the relevant class of Commodity Security. The Spread for each class of Commodity Security is currently equal to the sum of the Commodity Hedging Cost and the FX Daily Hedging Cost in respect of that class, as specified below:

	<b>Commodity Hedging Cost (per cent. per annum)</b>	<b>FX Daily Hedging Cost (per cent. per annum)</b>
Australian Dollar Classic Securities	0.45	0.28
Australian Dollar Longer Dated Securities	0.60	0.28
Euro Classic Securities	0.45	0.22
Euro Longer Dated Securities	0.60	0.22
Sterling Classic Securities	0.45	0.20
Sterling Longer Dated Securities	0.60	0.20

The Commodity Contract Counterparties may also, on such basis as may be agreed between that Commodity Contract Counterparty and ManJer, agree to further payments or receipts (a "**Further**

**Contribution**) in respect of the costs incurred by ManJer. Any such payments will not have any impact on holders of Currency-Hedged Commodity Securities.

Each Commodity Contract Counterparty is responsible for all costs associated with it hedging its exposures and managing the cash arising from the Issuer purchasing and terminating Commodity Contracts with it at any time. To the extent that the cost to a Commodity Contract Counterparty of the Capital Adjustment (before deduction of the Management Fee and the Licence Allowance) differs from the value to it of managing the exposures and having the use of cash, such Commodity Contract Counterparty will make a profit or loss from the transaction.

If the Issuer has Commodity Contracts outstanding with more than one Commodity Contract Counterparty in relation to any Pool, the Capital Adjustment for that Pool (and the Currency-Hedged Commodity Securities of that class) will be the weighted average of the daily adjustment on all Commodity Contracts attributable to that Pool.

The Capital Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts. As at 18 March 2019, the rate of the Capital Adjustment is as follows:

	<b>Daily†</b>	<b>Annual*</b>
Australian Dollar Classic Securities	0.00109%	0.39864%
Euro Classic Securities	-0.00511%	-1.84791%
Sterling Classic Securities	-0.00165%	-0.60045%
Australian longer Dated Securities	0.00068%	0.24851%
Euro Longer Dated Securities	-0.00552%	-1.99469%
Sterling Longer Dated Securities	-0.00206%	-0.74909%

† as of 18 March 2019 (rate changes weekly)

\* is the Daily rate compounded over 365 days

### **Calculation Agent**

MLI is required to act as Calculation Agent under and solely for the purposes of the MLI Facility Agreement, the CGML Facility Agreement and any other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

More information on the role of MLI as Calculation Agent is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*) under the headings “Calculation Agency Agreement” and “Calculation Agent”.

### **Directors, Secretary and Administrator of the Issuer**

The Directors, secretary and administrator of the Issuer at the date of this document are:

#### ***Hilary Jones — Non-Executive Director***

Ms Jones is a director of ManJer and HoldCo. Ms Jones is also a non-executive director of the Issuer and Gold Bullion Securities Limited, ETFS Commodity Securities Limited, Swiss Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Hedged Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited and ETFS Equity Securities Limited. Ms Jones worked for the Northern Bank in her native Northern Ireland for 15 years before moving to Jersey in 1993. She joined R&H Fund Services (Jersey) Limited in 1999 and was promoted to director in 2009. Between 1993 and 1999 Ms Jones worked at Lloyds Private Bank and Trust Company in the Securities team and at Barclays Private Bank and Trust Company as a relationship manager. Ms Jones has over 30 years’ experience in the finance sector and has extensive experience of real estate, private equity and special purpose vehicles for corporate clients. Ms Jones acts as director for a number of companies with a private equity or real estate focus, including a London listed UK REIT. Ms Jones is also responsible for R&H Fund Services (Jersey) Limited’s company secretarial department and has served on the legal and technical sub-committee of the Jersey Funds Association.



### **Steven Ross — Non-Executive Director**

Mr Ross is a non-executive director of the Issuer, ETFS Metal Securities Limited, ETFS Commodity Securities Limited, ETFS Equity Securities Limited, ETFS Hedged Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited, ETFS Equity Securities Limited and Swiss Commodity Securities Limited. Mr Ross graduated from the University of Stirling with an honours degree in Accountancy before embarking on a career with PricewaterhouseCoopers CI LLP in Jersey from 2001 to 2006. Whilst with PricewaterhouseCoopers he qualified as a chartered accountant with the Institute of Chartered Accountants of England and Wales and was responsible for assisting and managing a number of assurance and business advisory engagements for high profile offshore financial services and commercial clients. Prior to joining R&H Fund Services (Jersey) Limited he held the position of Head of Operations for Capita Financial Administrators (Jersey) Limited, an offshore fund administration business and was responsible for the provision of fund administration services to a portfolio of listed and private investment funds. In March 2012, he joined R&H Fund Services (Jersey) Limited and became a partner of Rawlinson & Hunter Jersey in January 2017.

### **Peter M. Ziemba**

Peter M. Ziemba is a director of ManJer and HoldCo. Mr. Ziemba is also a non-executive director of the Issuer and ETFS Commodity Securities Limited, Swiss Commodity Securities Limited, ETFS Metal Securities Limited, Gold Bullion Securities Limited, ETFS Hedged Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited and ETFS Equity Securities Limited. Since January 2018, Mr. Ziemba has served as Executive Vice President—Senior Advisor to the CEO and Chief Administrative Officer of WisdomTree Investments, Inc., an exchange-traded fund and exchange-traded product sponsor and asset manager. Prior to this role he served as Executive Vice President—Business and Legal Affairs from January 2008 to December 2017, and Chief Legal Officer from March 2011 to December 2017. From April 2007 to March 2011, Mr. Ziemba served as General Counsel to WisdomTree Investments, Inc.. Mr. Ziemba presently serves on the boards of a number of WisdomTree's wholly owned subsidiaries. Prior to joining WisdomTree, Mr. Ziemba was a partner in the Corporate and Securities department of Graubard Miller, which served as primary corporate counsel for WisdomTree Investments, Inc., from 1991 to 2007, and was employed at that firm beginning in 1982. Mr. Ziemba received his B.A. in History with university honors from Binghamton University and his J.D., cum laude, from Benjamin N. Cardozo School of Law.

### **R&H Fund Services (Jersey) Limited — Administrator**

R&H Fund Services (Jersey) Limited is a company incorporated in Jersey on 29 November 1988 with limited liability whose issued and paid up share capital is £1,625,000. It is not involved in any other business activities other than that of acting as manager and administrator of collective investment schemes and is a wholly owned subsidiary of Rawlinson & Hunter in Jersey. The directors of R&H Fund Services (Jersey) Limited are:

Craig Andrew Stewart  
Hilary Patricia Jones  
Steven George Ross  
John-Paul Joseph Meagher

### **Secretary**

The secretary of the Issuer is R&H Fund Services (Jersey) Limited.

### **Directors and Secretary of ManJer**

The directors of ManJer at the date of this Prospectus are Peter Ziemba, Craig Stewart and Hilary Jones. The secretary of ManJer at the date of this document is R&H Fund Services (Jersey) Limited. The biographies of Mr Ziemba and Ms Jones are set out under the heading "Directors and Secretary of the Issuer" above. The biography of Mr. Stewart is as follows:

### **Craig Stewart**

Mr Stewart has been a member of the board of directors of ManJer since July 2013. Mr Stewart graduated from Edinburgh University in 1987 with a degree in Politics and worked in commercial roles for two blue chip companies headquartered in London. In 1993, he joined Arthur Andersen's Audit and Business Advisory practice in Jersey and qualified as a chartered accountant in 1997. He has

specialised in the investment fund sector and been particularly involved with retail, institutional and private equity funds. In 1997, he was promoted to manager with sole responsibility for Andersen's asset management clients in European offshore jurisdictions. He was also the manager on a significant number of consulting assignments including controls reviews, operational reviews, due diligence projects, benchmarking studies and forensic investigations. In April 2000, he joined Rawlinson & Hunter's fund administration division and in January 2001 he was promoted to Director of R&H Fund Services (Jersey) Limited. He was admitted to the partnership of Rawlinson & Hunter, Jersey in 2003 and stood down from partnership on 31 December 2018. Mr Stewart has worked in the fund management industry for 26 years and also served as a committee member of the Jersey Funds Managers Association. Mr Stewart was also a director of the Issuer until June 2013 and is a non-executive director of HoldCo.

### **Conflicts of Interest**

Ms Jones and Mr Ziemba are also directors of ManJer, a provider of services to the Issuer and are also directors of HoldCo, the sole shareholder of the Issuer. Mr Ross and Ms Jones are also directors of R&H Fund Services (Jersey) Limited, the administrator of the Issuer and the secretary of the Issuer and ManJer. While these roles could potentially lead to conflicts of interest, the Directors do not believe there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interests and/or other duties which they have.

The directors of the Issuer also hold directorships of other issuers of exchange traded commodities also owned by HoldCo and/or other WisdomTree group companies including Boost Management Limited (a company that provides services to Boost Issuer plc (an exchange traded product issuer)) and WisdomTree Issuer Plc, an issuer of exchange traded funds via segregated liability sub-funds.

Save as specifically stated herein, none of the principal activities performed by the Directors outside the Issuer are significant with respect to the Issuer and they have no interests that are material to the Programme.

### **Further Information**

Information regarding taxation in the United Kingdom, Jersey, Austria, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Spain and Sweden in respect of the Programme and Currency-Hedged Commodity Securities is set out in Part 12 (*Taxation*). If an investor is in any doubt about the tax position, it should consult a professional adviser.

Your attention is drawn to the remainder of this document which contains further information relating to the Programme and Currency-Hedged Commodity Securities.

## PART 2

### HOW DOES A SECURITY HOLDER DETERMINE THE VALUE OF THEIR INVESTMENT?

#### Pricing of Currency-Hedged Commodity Securities

The Price of each Currency-Hedged Commodity Security is calculated on a daily basis to reflect the change in value of the relevant Commodity Index since the previous day, adjusted by applicable fees (by operation of what is known as the Capital Adjustment). A description of the formula used to price Currency-Hedged Commodity Securities and a description of the Capital Adjustment element of the formula are set out under “Calculation of the Price” below. A worked example of how to calculate the Price is set out under “Worked Example of Calculation of the Price”. This worked example also shows how the Capital Adjustment is applied as part of the calculation of the Price. The formula and method of calculating the Price is the same for all classes of Currency-Hedged Commodity Securities.

Each Currency-Hedged Commodity Security carries a right upon Redemption to receipt of the higher of the Principal Amount of that Currency-Hedged Commodity Security and the Price ( $Price_{i,t}$ ). In normal circumstances, only Authorised Participants are able to redeem their Currency-Hedged Commodity Securities directly with the Issuer.

The value of a Security Holder’s investment is equivalent to the amount in cash that they would receive upon a redemption — generally the applicable Price. The Principal Amounts of the Currency-Hedged Commodity Securities are set out in paragraph 5 of Part 13 (*Additional Information*).

#### Calculation of the Price

##### *The pricing formula*

The Price of a Currency-Hedged Commodity Security on a day on which a Price is calculated is based on the change between the level of the relevant underlying index on that day (represented in the formula by  $I_{i,t}$ ) and the level of the relevant underlying index on the previous day ( $I_{i,t-1}$ ) and adjusted by the applicable fees (represented in the formula by  $CA_{i,t}$ ), and so is calculated in accordance with the following formula (the “**formula**”) (the different components of the formula are further explained below):

$$Price_{i,t} = P_{i,t-1} \times (I_{i,t}/I_{i,t-1} + CA_{i,t})$$

where:

$Price_{i,t}$	is the Price of a Currency-Hedged Commodity Security of the relevant class on the day on which the Price is being calculated;
$P_{i,t-1}$	is the Price of a Currency-Hedged Commodity Security of the relevant class on the previous day;
$i$	refers to the relevant class of a Currency-Hedged Commodity Security;
$t$	refers to the day on which the Price is being calculated;
$t-1$	refer to the calendar day prior to day $t$ ;
$I_{i,t}$	is the level of the Commodity Index which the relevant class of Currency-Hedged Commodity Security references on the day on which the Price is being calculated;
$I_{i,t-1}$	is the level of the Commodity Index which the relevant class of Currency-Hedged Commodity Security references on the previous day; and
$CA_{i,t}$	is the Capital Adjustment which applies to the relevant class of Currency-Hedged Commodity Security on the day on which the Price is being calculated.

##### *The Capital Adjustment element of the formula*

The Capital Adjustment is an adjustment factor which is agreed from time to time by the Commodity Contract Counterparties and the Issuer and reflects:

- (i) an interest return on the value invested in that class of Currency-Hedged Commodity Security;

- (ii) the fees payable to ManJer currently of 0.49 per cent. per annum in respect of the Euro Commodity Securities and the Sterling Commodity Securities and 0.69 per cent. per annum in respect of the Australian Dollar Commodity Securities for the services it provides under the Services Agreement;
- (iii) the fees payable to the Commodity Contract Counterparties; and
- (iv) the fees payable to the provider of the Commodity Indices currently of 0.05 per cent. per annum.

The Capital Adjustment applicable to each class of Currency-Hedged Commodity Security on any day is published on the Issuer's website at <http://www.wisdomtree.eu/pricing>. Further details on the Capital Adjustment for each class of Currency-Hedged Commodity Security are set out under the heading "Pricing of Currency-Hedged Commodity Securities — Capital Adjustment" in Part 4 (*Description of Currency-Hedged Commodity Securities*).

### Worked Example of Calculation of the Price

If on a particular day (t), the Price of the ETFS EUR Daily Hedged Aluminium securities on the previous day was 10, the closing level of the relevant underlying index on the day on which the Price is being calculated is 110, the level of the relevant underlying index on the previous day was 100 and the Capital Adjustment for the ETFS EUR Daily Hedged Aluminium securities was -0.0000327, then the Price of an ETFS EUR Daily Hedged Aluminium security would be calculated using the pricing formula as follows:

$$\text{Price}_{i,t} = P_{i,t-1} \times (I_{i,t}/I_{i,t-1} + CA_{i,t})$$

where:

$$\begin{aligned} P_{i,t-1} &= 10 \\ I_{i,t} &= 110 \\ I_{i,t-1} &= 100 \\ CA_{i,t} &= -0.0000327 \end{aligned}$$

So:

$$\text{Price}_{i,t} = 10 \times (110/100 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times (1.1 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times 1.0999673$$

$$\text{Price}_{i,t} = 10.999673$$

The Price of an ETFS EUR Daily Hedged Aluminium security on day t is therefore \$10.999673.

### How the Price of a Currency-Hedged Commodity Security is affected by the changes in the value of the underlying index

The three different hypothetical scenarios in this section show how the price of a Currency-Hedged Commodity Security is affected under 3 different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the Currency-Hedged Commodity Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the Currency-Hedged Commodity Securities for one day.
- One Currency-Hedged Commodity Security is bought from a broker at a price of \$10.
- The value of the underlying index when the Currency-Hedged Commodity Security is bought is 100.
- The Capital Adjustment on the day of investment is -0.0000327.
- There are no changes in the level of fees charged on the Currency-Hedged Commodity Securities during the investment period.

- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Currency-Hedged Commodity Securities and the custody fees of the investor's bank are excluded.
- There is no difference between the Price of the security and that value at which it trades on exchange.

*Scenario 1: Example of how the Price of a Currency-Hedged Commodity Security is affected if the value of the underlying index decreases*

- The value of the underlying index decreases from 100 to 90 the next day.
- The price of the Currency-Hedged Commodity Security will be calculated as follows:

$$\text{Price}_{i,t} = 10 \times (90/100 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times (0.9 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times 0.8999673$$

$$\text{Price}_{i,t} = 8.999673$$

- The investor sells the Currency-Hedged Commodity Security and has lost \$1.000327 from his/her initial investment the previous day.

*Scenario 2: Example of how the Price of a Currency-Hedged Commodity Security is affected if the value of the underlying index increases*

- The value of the underlying index increases by 100 to 110 the next day.
- The price of the Currency-Hedged Commodity Security will be calculated as follows:

$$\text{Price}_{i,t} = 10 \times (110/100 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times (1.1 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times 1.0999673$$

$$\text{Price}_{i,t} = 10.999673$$

- The investor sells the Currency-Hedged Commodity Security and has gained \$0.999673 on his/her initial investment the previous day.

*Scenario 3: Example of how the Price of a Currency-Hedged Commodity Security is affected if the value of the underlying index remains the same*

- The value of the underlying index remains the same the next day.
- The sum of the fees charged on the Currency-Hedged Commodity Security for the day of ownership is \$0.000327 per Currency-Hedged Commodity Security.
- The price of the Currency-Hedged Commodity Security will be calculated as follows:

$$\text{Price}_{i,t} = 10 \times (100/100 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times (1 + -0.0000327)$$

$$\text{Price}_{i,t} = 10 \times 0.9999673$$

$$\text{Price}_{i,t} = 9.999673$$

- The investor sells the Currency-Hedged Commodity Security and has lost \$0.000327 from his/her initial investment the previous day.

## **Interest**

The Currency-Hedged Commodity Securities do not bear interest.

## PART 3

### THE BLOOMBERG COMMODITY INDEX FAMILY

#### **Bloomberg Commodity Index<sup>SM</sup> and Sub-Indices**

With effect from 1 July 2014, Bloomberg took over responsibility from CME Indexes for the governance, calculation, distribution and licensing of the specific Individual Commodity Indices known as the Bloomberg Commodity Index Family (prior to 1 July 2014, these Individual Commodity Indices were known as the Dow-Jones UBS Commodity Indices<sup>SM</sup>), by reference to which all Currency-Hedged Commodity Securities will be priced.

The Bloomberg Commodity Indices – Daily Currency Hedged Versions and their sub-indices (including the Commodity Indices) are published on the Website.

The methodology used to calculate these indices is set out in the Handbook, which at the date of this Prospectus is available at the Website.

The Bloomberg Commodity Indices — Daily Currency Hedged Versions are intended as benchmarks for non-US Dollar investors wishing to invest in the Bloomberg Commodity Index<sup>SM</sup> and sub-indices and the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> and sub-indices, which are calculated in US Dollars, for which the effects of foreign exchange risk are hedged. The Bloomberg Commodity Indices — Daily Currency Hedged Versions are denominated in the following currencies, amongst others: Australian Dollar, Euro and Pound Sterling. Each such index is calculated by reference to the Bloomberg Commodity Index<sup>SM</sup> or the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> (which are calculated in US Dollars) and reflects a hedge into the Currency of denomination of the relevant Currency-Hedged Commodity Index which is rebalanced on a daily basis.

The Unhedged Commodity Indices are widely followed indices which in the case of the Bloomberg Commodity Index<sup>SM</sup>, and the Unhedged Classic Individual Commodity Indices for the commodities included therein (other than Brent Crude), has been published since 1998, with simulated historical data calculated back to January 1991 and in the case of the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, and the Unhedged Longer Dated Individual Commodity Indices for the commodities included therein, has been published since July 2006, with simulated historical data calculated back to 1991. The Cocoa Unhedged Individual Commodity Index has been published since February 2006 with simulated historical data calculated back to 1991, the Lead, Platinum and Tin Unhedged Individual Commodity Indices have been published since March 2008 with simulated historical data calculated back to 1991 and the Brent Crude and Gas Oil Unhedged Individual Commodity Indices have been published since December 2011, with simulated historical data calculated back to 1991. At the beginning of 1991 each index started at 100 and is increased or decreased each day pursuant to the calculation methodology set out in the Handbook by reference to prices of the relevant constituent futures contracts. Consequently the Unhedged Commodity Indices and the Commodity Indices are excess return indices.

The same input components used for Unhedged Commodity Indices are also used by Bloomberg in conjunction with UBS Securities to construct indices representing smaller groups of commodities and Unhedged Individual Commodity Indices. Cocoa, Lead, Platinum, Tin and Gas Oil are not currently included in the Commodity Indices.

Bloomberg has established an internal Index Oversight Committee to comply with the “19 Principles for Financial Benchmarks” as published by the International Organisation of Securities Commissions (IOSCO). The Index Oversight Committee consists of senior representatives from various Bloomberg business units. The purpose of the Index Oversight Committee is to discuss, review and challenge all aspects of the benchmark process. Additionally, an external Index Advisory Committee has been established to provide Bloomberg with guidance and feedback from the investment community on index products and processes. The Index Advisory Committee helps set index priorities, discusses potential rule changes and provides ideas for new business products.

Specifically, the Index Oversight Committee reviews and approves (in consultation with the Index Advisory Committee) amendments to the Handbook, which sets out the procedures for determining, amongst other things:

- the commodities to be included in the Bloomberg Commodity Index<sup>SM</sup>;
- the Exchanges and the Designated Contracts to be used to price each Unhedged Individual Commodity Index;
- the Roll Period for each Designated Contract;
- the weighting of each commodity in the Bloomberg Commodity Index<sup>SM</sup>;
- determining when a Market Disruption Event occurs and the consequences of such;
- determining whether to apply different methodologies or make other changes to the calculations of the Currency-Hedged Commodity Indices in the event that a currency control mechanism is implemented or other material disruptions occur in the relevant foreign exchange markets;
- the formulae to calculate each index; and
- changes to any of the above.

Any changes implemented by the Index Oversight Committee which are reflected in the Handbook and which affect the Commodity Indices will be notified to Security Holders through an RIS made as soon as practical after the change is notified to the Issuer.

### **Composition and Weightings**

The weightings of the components in the Bloomberg Commodity Index<sup>SM</sup>, and hence in the other Unhedged Composite Commodity Indices, are subject to change periodically. Apart from changes to the weightings, there can be changes to the actual commodities and Designated Contracts included in the Bloomberg Commodity Index<sup>SM</sup>. At present there are 27 commodities eligible for inclusion in the Bloomberg Commodity Index<sup>SM</sup> but four of those commodities (cocoa, lead, platinum and tin) are currently not included in the Bloomberg Commodity Index<sup>SM</sup>. Bloomberg also calculates (in conjunction with UBS Securities) Unhedged Individual Commodity Indexes and Individual Commodity Indexes for two other commodities (orange juice and feeder cattle) not currently eligible for inclusion in the Bloomberg Commodity Index<sup>SM</sup>. The same commodities and unit weightings as are used in the Bloomberg Commodity Index<sup>SM</sup> are also used in the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> and hence in the composite 3-month forward sub-indices.

A complete description of the procedures involved in recalculating the composition of the Commodity Indices each year is set out in the Handbook and the appendices thereto. As part of those procedures, the following diversification rules are applied in determining the Commodity Index Percentages (CIPs), i.e. the weights, in the Bloomberg Commodity Index<sup>SM</sup>:

- no single commodity may constitute less than 2 per cent. (as liquidity allows) or more than 15 per cent. of the Index;
- no single commodity, together with its derivatives (e.g., crude oil, together with heating oil and gasoline), may constitute more than 25 per cent. of the Index; and
- no related group of commodities (e.g., energy, precious metals, livestock or grains) may constitute more than 33 per cent. of the Index.

The Commodity Indices are re-balanced annually on a price percentage basis, within the confines of the above parameters, and each sub-index is rebalanced proportionally (without any further limitations on the weights). At the time of a rebalancing of the Bloomberg Commodity Index<sup>SM</sup>, it is possible that additional commodities not presently represented in the Bloomberg Commodity Index<sup>SM</sup> will be added, or that one or more commodities presently represented will be removed.

## Designated Contracts

For each commodity included in the Bloomberg Commodity Index<sup>SM</sup> a particular futures contract on a futures exchange is selected and for that contract certain designated contract months are selected. For most of the commodities the Designated Contract is a futures contract traded on various exchanges in the United States, with the balance being futures contracts traded on the LME in London. Within each Designated Contract, there are a number of futures contracts for delivery in different months. Not all of them are used for the calculation of the Bloomberg Commodity Index<sup>SM</sup>. Rather, a number of Designated Month Contracts are selected, and intermediate futures contracts are ignored for the purposes of this calculation. This reduces the number of Roll Periods required for each commodity while still enabling pricing to be based on one of the more liquid near month contracts.

The Designated Contracts, and Designated Month Contracts, for each of the 27 commodities currently eligible for inclusion in the Bloomberg Commodity Index<sup>SM</sup>, and for gas oil (which is currently not so eligible), are currently as follows:

**Table 2a — Designated Contracts and Designated Month Contracts**

Commodity	Relevant Exchange	Designated Contract and (Contract Code)	Designated Month Contracts <sup>(1)</sup>						
Natural Gas	NYMEX <sup>(4)</sup>	Henry Hub Natural Gas (NG)	Mar	May	Jul	Sep	Nov	Jan	
WTI Crude Oil	NYMEX <sup>(4)</sup>	Light, Sweet Crude Oil (CL)	Mar	May	Jul	Sep	Nov	Jan	
Brent Crude Oil	ICE	Brent Crude Oil (B)	Mar	May	Jul	Sep	Nov	Jan	
Unleaded Gasoline	NYMEX <sup>(4)</sup>	RBOB Gasoline (RB)	Mar	May	Jul	Sep	Nov	Jan	
Heating Oil	NYMEX <sup>(4)</sup>	Heating Oil (HO)	Mar	May	Jul	Sep	Nov	Jan	
Gas Oil	ICE	Low Sulphur Gas Oil (QS)	Mar	May	Jul	Sep	Nov	Jan	
Aluminum	LME	High Grade Primary Aluminium (AL)	Mar	May	Jul	Sep	Nov	Jan	
Copper	COMEX <sup>(4)</sup>	Copper (HG)	Mar	May	Jul	Sep	Dec		
Zinc	LME	Special High Grade Zinc (ZN)	Mar	May	Jul	Sep	Nov	Jan	
Nickel	LME	Primary Nickel (NI)	Mar	May	Jul	Sep	Nov	Jan	
Gold	COMEX <sup>(4)</sup>	Gold (GC)	Feb	Apr	Jun	Aug	Dec		
Silver	COMEX <sup>(4)</sup>	Silver (SI)	Mar	May	Jul	Sep	Dec		
Live Cattle	CME <sup>(2)</sup>	Live Cattle (LC)	Feb	Apr	Jun	Aug	Oct	Dec	
Lean Hogs	CME <sup>(2)</sup>	Lean Hogs (LH)	Feb	Apr	Jun	July	Aug	Oct	Dec
Wheat	CBOT <sup>(2)</sup>	Soft Wheat (W)	Mar	May	Jul	Sep	Dec		
Kansas Wheat	KCBT	Kansas Wheat (KW)	Mar	May	Jul	Sep	Dec		
Corn	CBOT <sup>(2)</sup>	Corn ( C )	Mar	May	Jul	Sep	Dec		
Soybeans	CBOT <sup>(2)</sup>	Soybeans (S)	Mar	May	Jul	Nov	Jan		
Sugar	NYBOT <sup>(3)</sup>	World Sugar NO. 11 (SB)	Mar	May	Jul	Oct			
Cotton	NYBOT <sup>(3)</sup>	Cotton (CT)	Mar	May	Jul	Dec			
Coffee	NYBOT <sup>(3)</sup>	Coffee (KC)	Mar	May	Jul	Sep	Dec		
Soybean Oil	CBOT <sup>(2)</sup>	Soybean Oil (BO)	Mar	May	Jul	Dec	Jan		
Soybean Meal	CBOT <sup>(2)</sup>	Soybean Meal (SM)	Mar	May	Jul	Dec	Jan		
Cocoa	NYBOT <sup>(3)</sup>	Cocoa (CC)	Mar	May	Jul	Sep	Dec		
Lead	LME	Refine Standard Lead (LL)	Mar	May	Jul	Sep	Nov	Jan	
Platinum	NYMEX <sup>(4)</sup>	Platinum (PL)	Apr	Jul	Oct	Jan			
Tin	LME	Refined Tin (LT)	Mar	May	Jul	Sep	Nov	Jan	

(1) The contract months are as named by the Exchange in question, irrespective of the particular delivery dates

(2) Chicago Board of Trade and Chicago Mercantile Exchange merged in 2007

(3) ICE Futures U.S.

(4) The New York Mercantile Exchange, Inc, merged with CME Group in 2008

(5) Kansas City Board of Trade

For the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> the designated month contracts are exactly the same as for the Bloomberg Commodity Index<sup>SM</sup> save that for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>. The current Lead Future contracts for the Bloomberg Commodity Index<sup>SM</sup> are shown in Table 2b. For each month of the year, a Designated Contract is used as the Lead Contract in calculating the various Commodity Indices. The month of the year is shown across the top row. The relevant Unhedged Classic Individual Commodity Index is shown along the left hand side. The months in the body of the table indicate the



specific Lead Contract to apply in each month labelled at the top of each column. If today is 18 March 2019, the Lead Contract for Bloomberg Natural Gas Index<sup>SM</sup> is the Natural Gas contract for delivery in May 2019. The Lead Contract for the Bloomberg Natural Gas 3 Month Forward Index<sup>SM</sup> is therefore the Lead Contract which will be the Lead Contract for the Bloomberg Natural Gas Index<sup>SM</sup> in June, which is the Natural Gas contract for delivery in July 2019.

**Table 2b — Lead Futures for Bloomberg Commodity Index<sup>SM</sup>**

Commodity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Natural Gas	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
WTI Crude Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Unleaded Gasoline	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Heating Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Live Cattle	Feb	Apr	Apr	Jun	Jun	Aug	Aug	Oct	Oct	Dec	Dec	Feb
Lean Hogs	Feb	Apr	Apr	Jun	Jun	Jul	Aug	Oct	Oct	Dec	Dec	Feb
Wheat	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Corn	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Soybeans	Mar	Mar	May	May	Jul	Jul	Nov	Nov	Nov	Nov	Jan	Jan
Soybean Oil	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Jan	Jan
Aluminium	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Copper	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Zinc	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Nickel	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Lead	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Tin	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Gold	Feb	Apr	Apr	Jun	Jun	Aug	Aug	Dec	Dec	Dec	Dec	Feb
Silver	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Platinum	Apr	Apr	Apr	Jul	Jul	Jul	Oct	Oct	Oct	Jan	Jan	Jan
Sugar	Mar	Mar	May	May	Jul	Jul	Oct	Oct	Oct	Mar	Mar	Mar
Cotton	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Dec	Mar
Coffee	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Cocoa	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Brent Crude Oil	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan	Mar
Gas Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Soybean Meal	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Jan	Jan
Kansas Wheat	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar

The termination or replacement of a futures contract on an established exchange occurs infrequently. If a Designated Contract were to be terminated or replaced, a comparable futures contract would be selected, if available, to replace that Designated Contract.

### Roll Process

The Commodity Indices and the other Unhedged Commodity Indices are calculated each General Trading Day, using the Settlement Prices of near dated futures contracts.

Because futures contracts expire periodically, the index calculations must change from using one futures contract (the “**Lead Future**”) to using a subsequent futures contract (the “**Next Future**”). This process is called “rolling”, and normally happens proportionally over a five day period (the “**Roll Period**”), on the sixth, seventh, eighth, ninth and tenth General Trading Days of a month but only if that day and the prior General Trading Day is a Pricing Day for the relevant commodity. If not, the change for the relevant commodity is deferred until the next following Pricing Day, and implemented in addition to the change which would otherwise be implemented on that day.

The current Designated Month Contracts are listed above in the far right column of Table 2a.

For the Bloomberg Commodity Index<sup>SM</sup>, a contract is the Lead Future in the month prior to its named month (so that for Natural Gas, the January contract is the Lead Future in December) and in any earlier months, as required (so that the January contract is also the Lead Future for Natural Gas in November). Pricing is rolled from the Lead Future to the Next Future in the month prior to its named month (so that pricing for Natural Gas rolls in early December from the January contract to the March contract).

For the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> the process is similar save that the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>.

As can be seen in Table 2a and 2b, not all commodities have the same named months or number of Designated Month Contracts. Consequently, the commodities to be rolled each month will vary from month to month.

### **Market Disruption Days**

If a Commodity Market Disruption Day occurs in the Relevant Market for an Individual Commodity Index on a General Trading Day, that Individual Commodity Index may or may not be calculated and published by Bloomberg on that day. Irrespective of whether an Individual Commodity Index is so published by Bloomberg, that day will not (unless a substitute value for the relevant Commodity Index is provided as described below) be a Pricing Day for the relevant class of Currency-Hedged Commodity Security. If a Commodity Market Disruption Event occurs in the Relevant Market for one or more futures contracts by reference to which an Unhedged Composite Commodity Index is calculated on a General Trading Day, the Composite Commodity Index corresponding to such Unhedged Commodity Index may or may not be calculated and published by Bloomberg on that day. Irrespective of whether a Composite Commodity Index is published, that day will not (unless a substitute value for the relevant Commodity Index is provided as described below) be a Pricing Day for the purposes of pricing the relevant class of Currency-Hedged Commodity Security.

If an Individual Commodity Index or a Composite Commodity Index is not published for five or more consecutive General Trading Days by reason of those General Trading Days being Commodity Market Disruption Days in respect of that Individual Commodity Index or in relation to any commodity the Settlement Price of which is used to determine the Unhedged Commodity Index corresponding to that Composite Commodity Index, then in each case the Calculation Agent is required to calculate and provide to the Issuer a substitute value for that Individual Commodity Index and/or Composite Commodity Index on each subsequent General Trading Day for as long as the Commodity Market Disruption Event continues, in which case those days will not be Commodity Market Disruption Days. If the relevant disruption is continuing after 30 days, the Issuer and the Calculation Agent will negotiate to agree a replacement for that Commodity Index. Failing agreement within a further period of 30 days, the Issuer may exercise its right to redeem the relevant Currency-Hedged Commodity Securities.

If a FX Market Disruption Day occurs in respect of a class of Commodity Contracts on a General Trading Day which is a Pricing Day, the Calculation Agent may not be able to source the Foreign Exchange Rate and no creations or cancellations of a particular class of Commodity Contract may occur.

If there are five or more consecutive FX Market Disruption Days, then on each subsequent General Trading Day for as long as the FX Market Disruption Event continues the Calculation Agent will calculate and provide a substitute Foreign Exchange Rate in respect of any Commodity Index the Relevant Currency of which is the subject of an FX Market Disruption Event. If the Calculation Agent does so provide such a substitute Foreign Exchange Rate, such General Trading Day will not be a FX Market Disruption Day.

### **Daily Currency Hedged Versions**

The Currency-Hedged Commodity Indices are denominated in Australian Dollar, Euro and Pound Sterling and each index aims to replicate the performance of the Bloomberg Commodity Index<sup>SM</sup> (denominated in US Dollars), save that foreign exchange rate exposures affecting the index principal are hedged against the index's currency of denomination. Like the Bloomberg Commodity Index<sup>SM</sup> and the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the Currency-Hedged Commodity Indices are excess return indices.

Hedging for the Currency-Hedged Commodity Indices is implemented against the previous day's level of each Currency-Hedged Commodity Index (i.e. the principal), which means that the current day's variation of the corresponding Unhedged Commodity Index is not included in the hedge for that day. For this reason, the daily percentage change generated on each Currency-Hedged Commodity Index may differ from the daily percentage change of the corresponding Unhedged Commodity Index denominated in US Dollars. Any difference in performance between the two types of indices may be positive or negative. Hedging against both the principal level of the index and the daily variation would require entering into a currency forward with a variable notional amount; such strategy is generally referred to as a "quanto".

## Effect of the Currency-Hedged Commodity Indices

Generally, on a day when there is a positive correlation between the relevant foreign exchange rate (expressed in US Dollars) and the relevant Unhedged Commodity Index (i.e. they both move in the same direction, up or down) then the Currency-Hedged Commodity Index will underperform the corresponding Unhedged Commodity Index on such day. The hypothetical examples in Table 3 demonstrate the difference in performance between a Currency-Hedged Commodity Index (in this case the Bloomberg Commodity Index Euro Hedged Daily<sup>SM</sup>) and the corresponding Unhedged Commodity Index (in this case the Bloomberg Commodity Index<sup>SM</sup>) when both the index and the foreign exchange rate (in this case the Euro to US Dollar foreign exchange rate) move in the same direction. The example also compares the performance of the Currency-Hedged Commodity Index with the return if a pure *quanto* hedging strategy were used.

**Table 3**

### Scenario A: Both the Foreign Exchange Rate and the Index Level Increase

	Bloomberg Bloomberg Commodity Index <sup>SM</sup> Unhedged EUR/USD FX Rate	Commodity Index Euro Hedged Daily <sup>SM</sup> Currency-Hedged Commodity Index	Commodity Index	Quanto Euro Hedged Index
<i>Level at close Day t-1</i>	1.1000	200.000	100.00	100.000
<i>Level at close Day t</i>	1.2000	220.000	109.1667 <sup>(1)</sup>	110.000 <sup>(2)</sup>
<i>% Change</i>	+9.09	+10.00	+9.17	+10.00

### Scenario B: Both the Foreign Exchange Rate and the Index Level Decrease

	Bloomberg Bloomberg Commodity Index <sup>SM</sup> Unhedged EUR/USD FX Rate	Commodity Index Euro Hedged Daily <sup>SM</sup> Currency-Hedged Commodity Index	Commodity Index	Quanto Euro Hedged Index
<i>Level at close Day t-1</i>	1.1000	200.000	100.00	100.000
<i>Level at close Day t</i>	1.0000	180.000	89.000 <sup>(1)</sup>	90.000 <sup>(2)</sup>
<i>% Change</i>	-9.09	-10.00	-11.00	-10.00

(1) For more details on the calculation please refer to the Handbook

(2) Performance of the quanto strategy is equal to the performance of the Bloomberg Commodity Index<sup>SM</sup>

In each of the scenarios above the Currency-Hedged Commodity Index would have underperformed a quanto strategy, which over that same period should generate a performance equal to that of the Unhedged Commodity Index (i.e. a 10 per cent. increase or a 10 per cent. decrease).

Generally, on a day when there is a negative correlation between the relevant foreign exchange rate (expressed in US Dollars) and the relevant Unhedged Commodity Index (i.e., they move in opposing directions) the Currency-Hedged Commodity Index will outperform the corresponding Unhedged Commodity Index on such day. The hypothetical examples in Table 4 demonstrate the difference in performance between the Currency-Hedged Commodity Index (in this case the Bloomberg Commodity Index Euro Hedged Daily<sup>SM</sup>) and the corresponding Unhedged Commodity Index (in this case the Bloomberg Commodity Index<sup>SM</sup>) when the index and the foreign exchange rate (in this case the Euro to US Dollar foreign exchange rate) move in opposite directions. The example also compares the performance of the Currency-Hedged Commodity Index with the return if a pure *quanto* hedging strategy were used.

**Table 4**

**Scenario C: The Foreign Exchange Rate Decreases and the Index Level Increase**

	Bloomberg Bloomberg Commodity Index <sup>SM</sup> Unhedged EUR/USD FX Rate	Commodity Index Euro Hedged Daily <sup>SM</sup> Currency-Hedged Commodity Index	Commodity Index	Quanto Euro Hedged Index
<i>Level at close Day t-1</i>	1.1000	200.000	100.000	100.000
<i>Level at close Day t</i>	1.0000	220.000	111.0000 <sup>(1)</sup>	110.000 <sup>(2)</sup>
<i>% Change</i>	-9.09	+10.00	+11.00	+10.00

**Scenario D: The Foreign Exchange Rate Increases and the Index Level Decreases**

	Bloomberg Bloomberg Commodity Index <sup>SM</sup> Unhedged EUR/USD FX Rate	Commodity Index Euro Hedged Daily <sup>SM</sup> Currency-Hedged Commodity Index	Commodity Index	Quanto Euro Hedged Index
<i>Level at close Day t-1</i>	1.1000	200.000	100.00	100.000
<i>Level at close Day t</i>	1.2000	180.000	90.8333 <sup>(1)</sup>	90.000 <sup>(2)</sup>
<i>% Change</i>	+9.09	-10.00	-9.17	-10.00

(1) For more details on the calculation please refer to the Handbook

(2) Performance of the quanto strategy is equal to the performance of the Bloomberg Commodity Index<sup>SM</sup>

In both Scenarios C and D the Currency-Hedged Commodity Index would have out-performed a *quanto* strategy which over that same period should generate a performance equal to that of the Unhedged Commodity Index (i.e. a 10 per cent. increase or a 10 per cent. decrease).

**Historical correlation coefficients**

Table 5 shows the historical correlations between the performance of each of the Australian Dollar, Euro or Pound Sterling foreign exchange rates (in each case expressed against the US Dollar) and the return of the Unhedged Classic Composite Commodity Indices and Unhedged Classic Individual Commodity Indices over a range of periods.

**Table 5 – Historical correlation coefficient between the returns of hedged currency (vs. US dollar) and the returns of the Unhedged Commodity Index (in this case the Bloomberg Commodity Index) expressed in US Dollars**

Frequency of calculation: Daily basis

	Period considered: January 1991 to March 2019			Period considered: January 2005 to March 2019			Period considered: January 2009 to March 2019		
	EUR <sup>(1)</sup>	GBP	AUD	EUR	GBP	AUD	EUR	GBP	AUD
<b>Main index and sub indices</b>									
All Commodity	0.22	0.21	0.36	0.35	0.32	0.47	0.32	0.31	0.50
Ex-Energy	0.26	0.24	0.39	0.36	0.32	0.47	0.33	0.30	0.49
Energy	0.10	0.11	0.22	0.22	0.23	0.33	0.21	0.23	0.35
Petroleum	0.11	0.12	0.24	0.23	0.25	0.37	0.21	0.24	0.38
Precious Metals	0.27	0.23	0.31	0.33	0.27	0.30	0.27	0.21	0.31
Industrial Metals	0.19	0.17	0.33	0.28	0.25	0.42	0.27	0.24	0.46
Agriculture	0.17	0.17	0.25	0.27	0.24	0.35	0.23	0.21	0.34
Grains	0.14	0.13	0.20	0.23	0.20	0.28	0.19	0.17	0.27
Softs	0.16	0.15	0.22	0.24	0.21	0.31	0.22	0.19	0.31
Livestock	0.04	0.05	0.08	0.07	0.09	0.13	0.06	0.09	0.12
<b>Individual sub indices</b>									
Natural Gas	0.05	0.05	0.08	0.10	0.08	0.10	0.09	0.07	0.09
Crude Oil	0.11	0.12	0.24	0.24	0.25	0.37	0.21	0.24	0.38
Unleaded Gas	0.09	0.11	0.22	0.20	0.22	0.33	0.17	0.21	0.32
Heating Oil	0.10	0.12	0.22	0.22	0.24	0.34	0.20	0.25	0.36
Gas Oil	0.07	0.11	0.19	0.18	0.21	0.28	0.15	0.21	0.29
Aluminium	0.16	0.14	0.26	0.26	0.22	0.34	0.23	0.21	0.36
Copper	0.17	0.17	0.32	0.27	0.25	0.42	0.27	0.25	0.45
Zinc	0.14	0.13	0.26	0.21	0.18	0.34	0.18	0.16	0.37
Nickel	0.12	0.10	0.22	0.18	0.15	0.29	0.16	0.16	0.32
Gold	0.27	0.21	0.28	0.32	0.24	0.25	0.25	0.18	0.27
Silver	0.23	0.22	0.31	0.32	0.28	0.34	0.26	0.23	0.34
Live Cattle	0.03	0.05	0.08	0.07	0.10	0.14	0.05	0.09	0.12
Lean Hogs	0.02	0.04	0.05	0.04	0.05	0.07	0.04	0.05	0.07
Wheat	0.12	0.10	0.16	0.18	0.15	0.21	0.17	0.15	0.21
Corn	0.12	0.11	0.17	0.20	0.16	0.23	0.17	0.13	0.22
Soybeans	0.12	0.12	0.19	0.21	0.20	0.29	0.16	0.17	0.27
Soybean Meal				0.15	0.15	0.20	0.12	0.13	0.20
Sugar	0.10	0.08	0.14	0.15	0.12	0.20	0.14	0.09	0.19
Cotton	0.11	0.10	0.17	0.20	0.19	0.26	0.19	0.18	0.25
Coffee	0.08	0.07	0.12	0.17	0.17	0.23	0.17	0.17	0.24
Soybean Oil	0.12	0.13	0.22	0.23	0.23	0.34	0.17	0.19	0.30
Kansas Wheat				0.17	0.14	0.20	0.16	0.14	0.21
Cocoa	0.16	0.20	0.16	0.24	0.26	0.24	0.20	0.23	0.21
Lead	0.17	0.17	0.26	0.23	0.21	0.36	0.22	0.20	0.37
Tin	0.13	0.12	0.22	0.20	0.18	0.30	0.18	0.16	0.31
Platinum	0.194	0.167	0.277	0.2921	0.256	0.342	0.2603	0.2266	0.3586

(1) prior to 1-Jan-99, historical data using Bloomberg's THEOEURO Index.

(2) Not included in the main index.

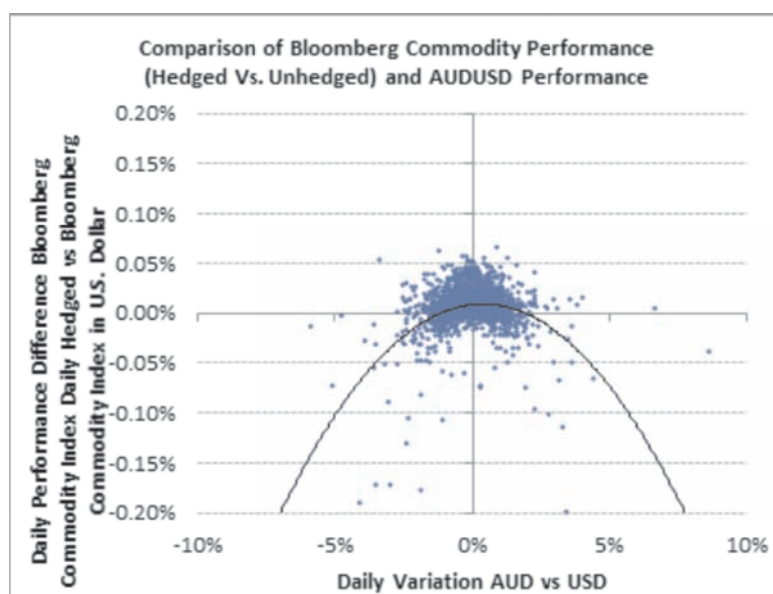
Source: Bloomberg

As can be seen above, the correlation between the performance of the Australian Dollar against the US Dollar and the performance of the Unhedged Commodity Index against the corresponding EUR and GBP correlations has generally been relatively high which implies that over the periods above Australian Dollar-denominated Currency-Hedged Commodity Indices would have been expected to underperform the corresponding Unhedged Commodity Index on a particular day more than British Pound/Euro denominated Hedged Commodity Indices.

Table 6 shows (based on back tested data) the impact of daily variations in the Australian Dollar foreign exchange rates against the US Dollar upon the difference in performance of the relevant currency hedged version of the Bloomberg Commodity Index<sup>SM</sup> and the Bloomberg Commodity Index<sup>SM</sup> itself (denominated in US Dollars) between January 2005 and March 2019.

**Table 6**

**Case 1 — All commodities/Australian Dollar**



Historical data enabling users to calculate historic performance and volatility is published on the website of Bloomberg (<http://www.bloombergindexes.com>).

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The Currency-Hedged Commodity Securities are not sponsored, endorsed, sold or promoted by Bloomberg, UBS Securities or any of their subsidiaries or affiliates. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates makes any representation or warranty, express or implied, to the owners of or counterparts to the Currency-Hedged Commodity Securities or any member of the public regarding the advisability of investing in securities or commodities generally or in the Currency-Hedged Commodity Securities particularly. The only relationship of Bloomberg, UBS Securities or any of their subsidiaries or affiliates to the Issuer and ManJer is the licensing of certain trademarks, trade names and service marks and of the Bloomberg Commodity Index<sup>SM</sup>, which is determined, composed and calculated by Bloomberg in conjunction with UBS Securities without regard to the Issuer or the Currency-Hedged Commodity Securities. Bloomberg and UBS Securities have no obligation to take the needs of the Issuer or the owners of the Currency-Hedged Commodity Securities into consideration in determining, composing or calculating the Bloomberg Commodity Index<sup>SM</sup>. None of Bloomberg, UBS Securities, or any of their respective subsidiaries or affiliates is responsible for, or has participated in the determination of the timing of, prices at, or quantities of the Currency-Hedged Commodity Securities to be issued or in the determination or calculation of the equation by which the Currency-Hedged Commodity Securities are to be converted into cash. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates shall have any obligation or liability, including, without limitation, to Currency-Hedged Commodity Securities customers, in connection with the administration, marketing or trading of the Currency-Hedged Commodity Securities. Notwithstanding the foregoing, UBS Securities and Bloomberg and their respective subsidiaries and affiliates may independently issue and/or sponsor financial products unrelated to the Currency-Hedged Commodity Securities currently being issued by the Issuer, but which may be similar to and competitive with the Currency-Hedged Commodity Securities. In addition, UBS Securities and Bloomberg and their subsidiaries and affiliates actively trade commodities, commodity indexes and commodity futures (including the Bloomberg Commodity Index<sup>SM</sup> and Bloomberg Commodity Index Total Return<sup>SM</sup>), as well as swaps, options and derivatives which are linked to the performance of such commodities, commodity indexes and commodity futures. It is possible that this trading activity will affect the value of the Bloomberg Commodity Index<sup>SM</sup> and Currency-Hedged Commodity Securities.

This Prospectus relates only to the Currency-Hedged Commodity Securities and does not relate to the exchange-traded physical commodities underlying any of the Bloomberg Commodity Index<sup>SM</sup> components. Purchasers of the Currency-Hedged Commodity Securities should not conclude that the

inclusion of a futures contract in the Bloomberg Commodity Index<sup>SM</sup> is any form of investment recommendation of the futures contract or the underlying exchange-traded physical commodity by Bloomberg, UBS Securities, or any of their subsidiaries or affiliates. The information in this Prospectus regarding the Commodity Indices components has been derived solely from publicly available documents. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates has made any due diligence inquiries with respect to the Bloomberg Commodity Index<sup>SM</sup> components in connection with the Currency-Hedged Commodity Securities. None of Bloomberg, UBS Securities, or any of their subsidiaries or affiliates makes any representation that these publicly available documents or any other publicly available information regarding the Bloomberg Commodity Index<sup>SM</sup> components, including without limitation a description of factors that affect the prices of such components, are accurate or complete.

NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES GUARANTEES THE ACCURACY AND/OR THE COMPLETENESS OF THE BLOOMBERG COMMODITY INDEX<sup>SM</sup> OR ANY DATA RELATED THERETO AND NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS THEREIN. NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER, OWNERS OF THE CURRENCY-HEDGED COMMODITY SECURITIES OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE BLOOMBERG COMMODITY INDEX<sup>SM</sup> OR ANY DATA RELATED THERETO. NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES MAKES ANY EXPRESS OR IMPLIED WARRANTIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE BLOOMBERG COMMODITY INDEX<sup>SM</sup> OR ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF.

## PART 4

### DESCRIPTION OF CURRENCY-HEDGED COMMODITY SECURITIES

*The following is a description of the rights attaching to Currency-Hedged Commodity Securities. The legally binding Conditions of Currency-Hedged Commodity Securities are set out in Part 7 (Trust Instrument and Currency-Hedged Commodity Securities) of this Prospectus. Copies of the Trust Instrument, by which Currency-Hedged Commodity Securities are constituted, are available for inspection as set out in paragraph 8 of Part 13 (Additional Information) under the heading "Documents Available for Inspection".*

#### **Pricing of Currency-Hedged Commodity Securities**

A Currency-Hedged Commodity Security entitles an Authorised Participant (subject to certain conditions) to require the redemption of the Currency-Hedged Commodity Security at the Price of that Currency-Hedged Commodity Security calculated on the relevant Pricing Day (day T) and to receive such amount, converted from the Relevant Currency (being Australian Dollars, Euro or Pounds Sterling) into US Dollars at the Settlement Foreign Exchange Rate for that Currency and the applicable Pricing Date, on the Redemption Payment Date (normally day T+2).

Currency-Hedged Commodity Securities will generally be priced on each calendar day and such price will reflect the daily movement in the relevant Commodity Index published on any Pricing Day and a daily Capital Adjustment, provided that an Indicative Price will generally be calculated in accordance with the Conditions on any day which is a Market Disruption Day in respect of a class of Currency-Hedged Commodity Security (which will not be a Pricing Day for such class) and an Indicative Price will continue to be calculated on each calendar day thereafter until (but not including) the next Pricing Day for such class. Therefore no Price will be published on that day and the change (if any) in the relevant Commodity Index on that day will be reflected cumulatively in the Price of the Currency-Hedged Commodity Security on the next following Pricing Day. In the event that a Settlement Redemption Form in respect of a class of Currency-Hedged Commodity Security is received by the Issuer on a day on which an Indicative Price is calculated for that class of Currency-Hedged Commodity Security then the Price for such application will be determined in accordance with Condition 7.11. Applications and Redemption Forms received (or deemed to be received) on a day which is a FX Market Disruption Day or on which a FX Restriction Event is continuing will not be valid.

Not all classes of Currency-Hedged Commodity Security have the same Pricing Days (because the Exchanges used in calculating the Commodity Indices are different). Consequently there will be days on which Prices are calculated and published for some classes of Currency-Hedged Commodity Security but not others.

Prices for all types of Currency-Hedged Commodity Security are calculated as at the end of each Pricing Day for each type of Commodity Security, any Indicative Prices are calculated as at the end of each day when required under the Conditions and such Prices and any Indicative Prices will be posted on the Issuer's website at <https://www.wisdomtree.eu/pricing>

In certain circumstances the Calculation Agent may declare a day to be a Market Disruption Day for one or more Commodity Indices under the Facility Agreements and, if so, the mechanism described in the heading "Market Disruption Days" in Part 3 (*The Bloomberg Commodity Index Family*) and under the headings "Applications and Redemptions — Settlement Pricing" and "Applications and Redemptions — Redemption Processes" below will operate.

Currency-Hedged Commodity Securities will be priced in the Relevant Currency and settled in US Dollars. The Commodity Indices will be those calculated and published by Bloomberg for that Pricing Day. The Commodity Indices are currently published to seven significant figures. The Price will be calculated in the case of all Commodity Securities to seven places of decimals with 0.0000005 rounded upwards.



The Price for each class of Currency-Hedged Commodity Security, for each Pricing Day for that class, will be calculated daily to reflect the daily movement in the level of the relevant Commodity Index on each Pricing Day and a daily adjustment as follows:

$$P_{i,t} = P_{i,t-1} \times \left( \frac{I_{i,t}}{I_{i,t-1}} + CA_{i,t} \right)$$

where:

$P_{i,t}$  is the Price of a Commodity Security of class  $i$  for day  $t$ ;

$P_{i,t-1}$  is the Price of a Commodity Security of class  $i$  for day  $t-1$ ;

$i$  refers to the relevant class of Commodity Security;

$t$  refers to the applicable calendar day;

$t-1$  refers to the calendar day prior to day  $t$ ;

$I_{i,t}$  is the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class  $i$  relate for day  $t$ , *provided that* if day  $t$  is not a Pricing Day for Commodity Securities of class  $i$ , then  $I_{i,t}$  will be the same as  $I_{i,t-1}$ ;

$I_{i,t-1}$  is the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class  $i$  relate for day  $t-1$ ; and

$CA_{i,t}$  is the Capital Adjustment applicable to Commodity Securities of class  $i$  and for day  $t$ , expressed as a decimal.

No Price will be calculated for a class of Currency-Hedged Commodity Security for a Market Disruption Day or in certain other circumstances as specified in the Conditions and on any day when, in accordance with the Conditions, a Price is not calculated, the Conditions provide for an Indicative Price to be calculated instead, and once a Price can again be calculated it will be based on the preceding day's Indicative Price.

The Conditions provide that the amount payable upon Redemption of a Currency-Hedged Commodity Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Currency-Hedged Commodity Security on the applicable Pricing Day, in each case converted into US Dollars at the relevant Settlement Foreign Exchange Rate. As each class of Currency-Hedged Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for each relevant class of Currency-Hedged Commodity Securities does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Currency-Hedged Commodity Security falling below its Principal Amount by the following measures: the Issuer may (i) where necessary, seek the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Currency-Hedged Commodity Security to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Currency-Hedged Commodity Security falls to 2.5 times the Principal Amount of such Currency-Hedged Commodity Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement elect to redeem the Currency-Hedged Commodity Securities of that class. The right pursuant to (ii) above will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount, subject to any further fall in the Price of any class of Currency-Hedged Commodity Securities to 2.5 times the Principal Amount or below.

#### *Capital Adjustment*

The rate of the Capital Adjustment for each class of Currency-Hedged Commodity Security is that agreed from time to time by the Commodity Contract Counterparties and the Issuer and as at the date of this Prospectus is the four week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Relevant Currency less the Management Fee of

0.49 per cent. per annum in respect of the Euro Commodity Securities and the Sterling Commodity Securities and 0.69 per cent. per annum in respect of the Australian Dollar Commodity Securities, the Licence Allowance of 0.05 per cent. per annum and a Spread relating to the relevant class of Commodity Security. The Spread for each class of Commodity Security as at the date of this Prospectus is equal to the sum of the Commodity Hedging Cost and the FX Daily Hedging Cost in respect of that class, as specified below:

	<b>Commodity Hedging Cost (per cent. per annum)</b>	<b>FX Daily Hedging Cost (per cent. per annum)</b>
Australian Dollar Classic Securities	0.45	0.28
Euro Classic Securities	0.45	0.22
Sterling Classic Securities	0.45	0.20
Australian Dollar Longer Dated Securities	0.60	0.28
Euro Longer Dated Securities	0.60	0.22
Sterling Longer Dated Securities	0.60	0.20

The rate of the Capital Adjustment for any day can only be calculated at the end of that day (because it depends on exchange rates for that day), but the Issuer will publish on its website weekly in advance the relevant four week U.S. Treasury Bill rate and will give at least 30 days' notice by a RIS announcement of any change in the method of calculation of the Capital Adjustment or of any change in the spread.

The Capital Adjustment and the Collateral Yield applying to each type of Currency-Hedged Commodity Security on each day will be posted by the Issuer on its website, at <https://www.wisdomtree.eu/pricing>.

As at 18 March 2019, the rate of the Capital Adjustment and the Collateral Yield was as follows:

	<b>Daily†</b>	<b>Collateral Yield</b>
Australian Dollar Classic Securities	0.00109%	2.35000%
Euro Classic Securities	-0.00511%	2.35000%
Sterling Classic Securities	-0.00165%	2.35000%
Australian Dollar Longer Dated Securities	0.00068%	2.35000%
Euro Longer Dated Securities	-0.00552%	2.35000%
Sterling Longer Dated Securities	-0.00206%	2.35000%

† as of 18 March 2019 (rate changes daily)

### **Authorised Participants**

Only Authorised Participants may request the Issuer to create or redeem Currency-Hedged Commodity Securities, save where, as noted elsewhere in this document, on the date on which a Redemption Form is lodged there are no Authorised Participants or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. A person can only be an Authorised Participant if it is: (a) a securities house or other market professional approved by the Issuer (in its absolute discretion); and (b) an Authorised Person, an Exempt Person or an Overseas Person. An Authorised Participant must also have entered into: (a) an Authorised Participant Agreement with the Issuer dealing with, amongst other things, the rights and obligations of the Authorised Participant in relation to applying for and redeeming Currency-Hedged Commodity Securities and (b) a Direct Agreement with a Commodity Contract Counterparty, under which, amongst other things, the Authorised Participant and the Commodity Contract Counterparty provide undertakings to each other regarding the settlement of moneys payable for applications and redemptions.

Authorised Participant Agreements have been entered into with ABN AMRO Clearing Bank N.V., Citigroup Global Markets Limited, Jane Street Financial Limited, Merrill Lynch International, Susquehanna International Securities Limited, Susquehanna Ireland Limited, Virtu Financial Ireland Limited and UBS AG, London Branch, the terms of which are summarised in paragraph 3 of Part 13 (*Additional Information*).

Under the Facility Agreements, each Commodity Contract Counterparty has the right to give notice (with immediate effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if it deems such person to be unacceptable to it as an Authorised Participant for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants.

The Issuer will use its reasonable endeavours to ensure that at all times for the duration of the Programme after the date three months following Listing there are at least two Authorised Participants and until then at least one Authorised Participant. In the event that at any time there are no Authorised Participants, Security Holders will be permitted to redeem Currency-Hedged Commodity Securities respectively held by them directly from the Issuer.

### **Applications and Redemptions**

All applications for and redemptions of Currency-Hedged Commodity Securities, and the matching creation and termination of Commodity Contracts, may be effected using the pricing formulae described above ("**Settlement Pricing**") which is based on Commodity Indices calculated using end of day settlement pricing for the various Designated Contracts and foreign exchange rates using the 4.00 p.m. London fix rate.

However, to enable Authorised Participants and Commodity Contract Counterparties to have the flexibility to agree, between themselves, intra-day or other pricing for Currency-Hedged Commodity Securities ("**Agreed Pricing**") and hence for matching Commodity Contracts, issues and redemptions may be effected at any price and in any amount agreed between an Authorised Participant and a Commodity Contract Counterparty and notified to the Issuer. The rights of all other security holders to receive Settlement Pricing for a redemption of their Currency-Hedged Commodity Securities will not be impacted by any Agreed Pricing.

The application and redemption procedures to be followed by Authorised Participants, the Issuer and the Commodity Contract Counterparties are set out in the Authorised Participant Agreements and the Facility Agreement and are summarised below. These procedures may be amended at any time by agreement between the relevant parties.

#### *Application Processes*

Currency-Hedged Commodity Securities may be issued on the Application of an Authorised Participant during the period of 12 months from the date of this document. There is no minimum number of Currency-Hedged Commodity Securities that must be applied for (but there is a Minimum Creation Amount for the creation of Commodity Contracts on any Pricing Day, and if that Minimum Creation Amount is not achieved through applications for corresponding Currency-Hedged Commodity Securities by all Authorised Participants, the Commodity Contract Counterparty may elect that no creations of Commodity Contracts of that class will occur, in which case no Currency-Hedged Commodity Securities of that class will be issued). The Issuer will decline Applications if it cannot for any reason create corresponding Commodity Contracts under a Facility Agreement.

The Minimum Creation Amount is as follows:

- (a) for the creation of Commodity Contracts in relation to the issue of Australian Dollar Commodity Securities, A\$50,000 per class of Australian Dollar Commodity Security;
- (b) for the creation of Commodity Contracts in relation to the issue of Euro Commodity Securities, €50,000 per class of Euro Commodity Security; or
- (c) for the creation of Commodity Contracts in relation to the issue of Sterling Commodity Securities, £50,000 per class of Sterling Commodity Security.

An Authorised Participant may subscribe for Currency-Hedged Commodity Securities using Settlement Pricing or, if agreed with a Commodity Contract Counterparty, using Agreed Pricing. In either case, Currency-Hedged Commodity Securities will only be issued if corresponding Commodity Contracts can be created by the Issuer for the same amount.

Application moneys for all Currency-Hedged Commodity Securities must be paid by Applicants in US Dollars. The amount due in US Dollars will be calculated by applying the Settlement Foreign Exchange

Rate to the Relevant Currency. Payments must be made directly to the relevant Commodity Contract Counterparty by the Authorised Participant making the Application, via the CREST system on a delivery versus payment basis. Legal title to Currency-Hedged Commodity Securities will be transferred by means of the CREST system and evidenced by an entry on the Register.

Settlement of Currency-Hedged Commodity Securities on issue will only be made against payment in CREST and only after:

- (a) (subject as set out under "The System" below) receipt by the Issuer of a valid Application Form;
- (b) the creation of matching Commodity Contracts; and
- (c) Listing in respect of such Currency-Hedged Commodity Securities having become effective.

If an Applicant does not make payment for the full amount of the Currency-Hedged Commodity Securities to be issued on the due date for payment or the following Business Day, the Issuer may elect by notice to the Applicant to cancel the Application. Alternatively the Issuer may elect to enforce against the relevant Applicant the obligation of that Applicant to pay for the Currency-Hedged Commodity Securities applied for.

The procedures required to be followed when making an Application depend on whether Agreed Pricing or Settlement Pricing is being used.

#### *Agreed Pricing*

There are no restrictions on the number of Currency-Hedged Commodity Securities that can be applied for, the time for lodging the Application or the settlement date, other than the requirement for the Issuer to receive the requisite signed documents from both the Authorised Participant and the relevant Commodity Contract Counterparty not later than two London Business Days prior to the proposed settlement date.

#### *Settlement Pricing*

The following procedures apply when Settlement Pricing is used in an Application:

- an Application for Currency-Hedged Commodity Securities using Settlement Pricing may only be made on an Issuer Business Day (a day which is both a London Business Day and a General Trading Day);
- a Price in the Relevant Currency will be determined for each class relevant to a valid Application on the day of Application if it is a Pricing Day for that class; if it is not then (unless withdrawn where permitted under the Authorised Participant Agreements) the Authorised Participant Agreements (and the Facility Agreements in respect of the corresponding Commodity Contracts) contain provisions designed to determine a Price based on the value of equivalent underlying futures contract positions for days following the day of the Application until values can be determined for all equivalent underlying futures contract positions;
- settlement by the Applicant will normally be due on the second London Business Day (that is, on a T+2 basis) after the Pricing Day on which the Price is determined;
- an Application received by the Issuer after 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) but before 6.30 p.m. on an Issuer Business Day will be valid, but will be treated as having been received at 8.00 a.m. on the next following Issuer Business Day (unless the relevant Commodity Contract Counterparty agrees otherwise, in which case it will be treated as having been received prior to 2.30 p.m. on that Issuer Business Day);
- an Application received by the Issuer prior to 8.00 a.m. or after 6.30 p.m. on an Issuer Business Day, or on a day which is not an Issuer Business Day, will only be valid if the relevant Commodity Contract Counterparty confirms to the Issuer that corresponding Commodity Contracts will be created notwithstanding the time of submission of the Application;
- upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the relevant Commodity Contract Counterparty creating such number of Commodity Contracts as correspond to the Application, and will confirm its receipt of such Creation Notice; and

- following publication of the relevant Commodity Indices, the Issuer will calculate the Price in the Relevant Currency of all Currency-Hedged Commodity Securities to be issued to each Applicant and will confirm such Price with each Applicant and the relevant Commodity Contract Counterparty by 12 noon on the following Business Day.

Under each Facility Agreement, the relevant Commodity Contract Counterparty is bound by the creation of Commodity Contracts by the Issuer on any Pricing Day for components of Currency-Hedged Commodity Securities corresponding to those Commodity Contracts, provided that the applicable Creation Notice is lodged with the relevant Commodity Contract Counterparty by 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on an Issuer Business Day, save that a Creation Notice will not be valid if the Calculation Agent notifies the Issuer and each Authorised Participant specifying the day on which it is received or deemed received to be a FX Market Disruption Day in respect of the relevant Commodity Index no later than 4.30 p.m. on that day.

#### *Allocation of Commodity Contracts*

Under the Trust Instrument there are no restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be created when Currency-Hedged Commodity Securities are issued, nor are there any restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Subject as may otherwise be agreed from time to time between the Issuer and Commodity Contract Counterparties, under the Facility Agreements and for so long as they remain in force and no notices (such as those referred to under the heading “Compulsory Redemptions” below) have been given thereunder, there are no restrictions (other than Creation Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be created when Currency-Hedged Commodity Securities are issued, nor are there any restrictions (other than Redemption Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Except in the case of Agreed Pricing, the Issuer may determine in each case the relevant Commodity Contract Counterparty.

The Issuer has implemented procedures which (subject to applicable Creation Limits and Redemption Limits, availability of Commodity Contracts and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) are intended to have the following effects:

- in a case where an application is made for Currency-Hedged Commodity Securities by an Authorised Participant which is, or an affiliate of which is, a Commodity Contract Counterparty, the equivalent Commodity Contracts should be entered into with that Commodity Contract Counterparty (and referred to as its “Firm Contracts”); and
- other applications will result in the creation of “Pool Contracts” and will generally be allocated by the Issuer to one or other Commodity Contract Counterparty in accordance with policies and procedures agreed from time to time between them.

The Issuer reserves the right to allocate creations or terminations of Commodity Contracts amongst Commodity Contract Counterparties in a manner other than as described above on a case by case or on a more general basis. If further additional Commodity Contract Counterparties are appointed then they may be appointed on a basis that they are allocated creations (and terminations) relating either to Firm Contracts only, or both Pool Contracts and Firm Contracts.

In the event that the Issuer determines to divide a Pool as described under the heading “Consolidation and Division of Currency-Hedged Commodity Securities” below and in accordance with Condition 18.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following any division the attributable Commodity Contracts had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Currency-Hedged Commodity Securities attributable to a single Pool rather than both Pools as described under the heading “Consolidation and Division of Currency-Hedged Commodity Securities” below, and this could be the Pool to which Commodity Contracts with the Lower Credit (as defined

under the heading “Consolidation and Division of Currency-Hedged Commodity Securities” below) are transferred.

### *Redemption Processes*

A Security Holder who is an Authorised Participant may require the redemption of all or any of its Currency-Hedged Commodity Securities using Settlement Pricing or, if agreed with a Commodity Contract Counterparty, using Agreed Pricing.

A Security Holder who is not an Authorised Participant may only require the redemption of any of its Currency-Hedged Commodity Securities using Settlement Pricing and only if, on an Issuer Business Day, there are no Authorised Participants and the Security Holder submits a valid Redemption Form on such day or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. Payment on redemption to persons who are not Authorised Participants may be subject to their giving to the Issuer and the relevant Commodity Contract Counterparty certain beneficial owner certifications to assess whether such payments should be subject to withholding or deduction for taxes.

Payment of the Redemption Amount will be made by the relevant Commodity Contract Counterparty, in respect of the termination of the corresponding Commodity Contract from the Issuer, directly to the relevant Authorised Participant redeeming the Currency-Hedged Commodity Securities in US Dollars via the CREST system on a delivery versus payment basis.

The procedures required to be followed when lodging a Redemption Form are the same as for making an Application, other than for the following procedures used for Settlement Pricing:

- if a valid Redemption Form requesting Settlement Pricing is lodged with the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on an Issuer Business Day and that day is a Pricing Day for the class of Currency-Hedged Commodity Securities which are the subject of the Redemption Form, the applicable Redemption Payment Date (on which the redemption will be settled) will be two London Business Days following that Pricing Day, or if such day and the immediately preceding day are each not a New York Business Day, the next day which is a Business Day; and
- when Currency-Hedged Commodity Securities are to be redeemed, the Issuer will terminate an Equivalent Number of Commodity Contracts, subject to the Issuer’s discretion to elect to satisfy Redemption Forms by transfer of the appropriate number of Currency-Hedged Commodity Securities to one or more Applicants from Security Holders seeking redemption.

Further details of the procedure relating to Redemptions are set out in the Conditions in Part 7 (*Trust Instrument and Currency-Hedged Commodity Securities*) below.

If a Counterparty Event of Default is subsisting, then Security Holders who are not Authorised Participants will not have a right to redeem, however the Trustee may, at its discretion and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of all Currency-Hedged Commodity Securities then outstanding or pursuant to an Extraordinary Resolution passed at a duly called meeting of the Security Holders (as a single class), the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed in respect of all Currency-Hedged Commodity Securities.

### *The System*

The Issuer has implemented a system (the “**System**”) for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions.

It is expected that all Applications will be made and all Redemptions will be requested using the System. In the event of a failure in the System, Applications may be made and Redemptions may be requested using the forms and notices described under the headings “Applications and Redemptions —

Application Processes”, “Applications and Redemptions — Settlement Pricing” and “Applications and Redemptions – Redemption Processes” above and under the heading “Commodity Contracts” in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

### **Creation Limits and Redemption Limit**

There are two separate Creation Limits, one a total limit and the other a daily limit. Unless otherwise agreed by a Commodity Contract Counterparty, the total limit for MLI is that Commodity Contracts cannot be created under the MLI Facility Agreement to the extent that the Aggregate Outstanding Contracts Price would exceed US\$1.5 billion (US\$1,500,000,000), and the total limit for CGML is that Commodity Contracts cannot be created under the CGML Facility Agreement to the extent that the Aggregate Outstanding Contracts Price would exceed US\$1.5 billion (US\$1,500,000,000).

The daily limit is class-specific. Unless otherwise agreed by a Commodity Contract Counterparty, Commodity Contracts of a particular class may not be created under the Facility Agreement with it on a day to the extent that the aggregate Exposure to any Relevant Commodity relating to such class of all Commodity Contracts of any class which are created under that Facility Agreement on that day less the aggregate Exposure to such Relevant Commodity of all Commodity Contracts which are cancelled under that Facility Agreement on that day would exceed an amount equal to the higher of US\$7.5 million and the product of US\$250 million and the CIP, if any, of the Relevant Commodity on that day.

The Redemption Limit is also a daily limit, and also class-specific. It is the same amount per class as the daily Creation Limit (unless the Commodity Contract Counterparty otherwise agrees).

For the purposes of the Creation Limits and Redemption Limits, Application Forms and Redemption Forms are dealt with in strict time priority by reference to the date and time of their receipt.

The Creation Limits and Redemption Limits in a Facility Agreement may be amended by written agreement of the Issuer and the relevant Commodity Contract Counterparty. If they are amended, the Issuer will make an announcement by RIS.

### **Compulsory Redemptions**

There are circumstances in which Currency-Hedged Commodity Securities can be compulsorily redeemed by the Issuer, either in whole or in part, as set out fully in the Conditions.

The Issuer may, at any time, upon not less than 30 days’ notice (or seven days’ notice in the event that a Facility Agreement is terminated) by RIS announcement to the Security Holders, redeem all Currency-Hedged Commodity Securities of a particular class. The Trustee may, at any time, where an Issuer Insolvency Event or a Counterparty Event of Default has occurred and is continuing, upon 20 Business Days’ notice to the Issuer, require the Issuer to redeem all Currency-Hedged Commodity Securities, whereupon the Issuer will exercise its right to redeem such Currency-Hedged Commodity Securities.

Bloomberg may cease to publish a Commodity Index. If so, the Issuer has and may exercise the right to redeem all Currency-Hedged Commodity Securities of the class relating to that Commodity Index.

The Conditions provide that the amount payable upon a Redemption of a Currency-Hedged Commodity Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Currency-Hedged Commodity Security on the applicable Pricing Day, in each case converted into US Dollars at the relevant Settlement Foreign Exchange Rate. As each class of Currency-Hedged Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each type to ensure that the Price for each relevant class of Currency-Hedged Commodity Securities does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Currency-Hedged Commodity Security falling below its Principal Amount by the following measures: the Issuer may (i) where necessary, seek the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Currency-Hedged Commodity Security to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Currency-Hedged Commodity Security falls to 2.5 times the Principal Amount of such Currency-Hedged Commodity Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days’ notice by RIS announcement elect to redeem the Currency-Hedged Commodity Securities of that class. The right pursuant to (ii) above will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount, subject to any further fall in

the Price of any class of Currency-Hedged Commodity Securities to 2.5 times the Principal Amount or below.

If the Price of a class of Currency-Hedged Commodity Security falls below its Principal Amount, the Issuer may suspend Redemptions of that class of Currency-Hedged Commodity Security and may terminate any such suspension (giving notice in each case via RIS announcement) for a period of 30 days, and thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, the suspension to expire when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution. Any suspension will not affect any Redemption the Pricing Date (as defined in the condition) for which had passed before the suspension commenced, but any Settlement Redemption Form lodged on an Issuer Business Day when the right to Redeem Currency-Hedged Commodity Securities of that class is suspended will be invalid.

If MLI as Calculation Agent for the purposes of one or more Facility Agreements notifies the Issuer pursuant to that Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) that it has determined that as a result of the application in the United Kingdom of the EU Benchmarks Regulation any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, the Issuer may determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) (and such Calculation Agent may require the Issuer to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a)). Any suspension will not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended will be invalid. The Issuer may at any time (upon not less than two Business Days' notice) nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a), has been so suspended for at least 30 calendar days.

Under each Facility Agreement, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if as a consequence of a Hedging Disruption Event it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has and will exercise the right to redeem the Currency-Hedged Commodity Securities of that class corresponding to such Commodity Contracts. Where less than all of the Currency-Hedged Commodity Securities of a particular class are to be redeemed, the redemptions will apply to all Security Holders holding Currency-Hedged Commodity Securities of that class, *pro rata* to their holdings.

The Issuer may, at any time by not less than seven nor more than 14 Trading Days' written notice, redeem any Currency-Hedged Commodity Securities held by Prohibited US Persons or Prohibited Benefit Plan Investors, held by Security Holders who have not provided appropriate certifications as to their status in accordance with the conditions or in certain other circumstances specified in the Conditions.

MLI has only agreed to supply Commodity Contracts to the Issuer for ten years from 23 February 2012 and CGML has only agreed to provide Commodity Contracts to the Issuer for ten years from 24 October 2017 (although each Commodity Contract Counterparty may terminate its Facility Agreement on three months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Currency-Hedged Commodity Securities.

Where a compulsory redemption occurs, the Currency-Hedged Commodity Securities to be redeemed will be priced in the normal way as set out under the headings "Pricing of Currency-Hedged Commodity Securities" and "Applications and Redemptions" above and will include an adjustment for interest as more fully described in the Conditions, but depending on the number of Currency-Hedged Commodity



Securities to be redeemed this pricing may occur over a period of more than one day. Details of the circumstances in which this could occur are set out in the Conditions.

If at that time Security Holders other than Authorised Participants hold the Currency-Hedged Commodity Securities being redeemed, the Redemption Amount payable to those Security Holders will be paid by the Commodity Contract Counterparties either to accounts of the Issuer secured for the benefit of the Security Holders of the relevant classes or to the Trustee for the benefit of such Security Holders, and will be paid to those Security Holders by the Issuer or the Trustee.

### **Application Fees and Redemption Fees**

Application Fees and Redemption Fees will only be payable on the issue and redemption of Currency-Hedged Commodity Securities and not by investors who buy and sell Currency-Hedged Commodity Securities on the secondary market, including the London Stock Exchange.

The Issuer will charge Authorised Participants an Application Fee of £500 (including any applicable VAT) (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Application, regardless of the number of Currency-Hedged Commodity Securities being issued or the currency of denomination of such Currency-Hedged Commodity Securities.

The Issuer will also charge Authorised Participants a Redemption Fee of £500 (including any applicable VAT) (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Redemption Form, regardless of the number of Currency-Hedged Commodity Securities being redeemed or the currency of denomination of such Currency-Hedged Commodity Securities. In the event of a compulsory redemption or a Security Holder who is not an Authorised Participant submitting a Redemption Form in circumstances where there is no Authorised Participant, as described above, the Issuer will reduce the Redemption Fee to an amount equal to the Issuer's cost in satisfying such Redemption Form, including costs of enquiries under Condition 13 (*Enquiries as to status of Security Holders*) and of giving the redemption notice (but not exceeding £500), and that amount will be charged by the Issuer by way of a deduction from the redemption proceeds due to such Security Holder.

No additional amounts will be charged by the Issuer to an Applicant or a Security Holder in respect of VAT payable in connection with Application Fees or Redemption Fees.

The Issuer may vary the Application Fees and Redemption Fees at any time after giving 30 days' written notice to Authorised Participants and through a RIS.

### **Right to Satisfy Applications and Redemptions by Transfer**

Notwithstanding the provisions above, the Issuer may, in its discretion, elect to satisfy Application Forms and Redemption Forms by transfer of the appropriate number of Currency-Hedged Commodity Securities to one or more Applicants from the Security Holder(s) seeking redemption. For this purpose, a Security Holder seeking redemption will be deemed to have authorised the Issuer to transfer such Security Holder's Currency-Hedged Commodity Securities as are the subject of the Redemption Form to a third party, on such Security Holder's behalf, provided that the amount payable by the Authorised Participant shall still be an amount equal to the relevant Price in the Relevant Currency on the applicable Pricing Day (plus the Application Fee) and the amount receivable by the Security Holder shall still be the relevant Price on the applicable Pricing Day (less the Redemption Fee), and the relevant Redemption Payment Date will be the date of the transfer.

### **Security**

All rights of the Issuer in relation to the Facility Agreements, the Commodity Contracts, the Guarantees, the Security Agreements and the Control Agreements, to the extent applicable to each Pool will be the subject of a first-ranking floating charge in favour of the Trustee under the applicable Security Deed to secure the obligations owed by the Issuer to the Trustee and the Security Holders in respect of Currency-Hedged Commodity Securities of the relevant class.

### **Consolidation and Division of Currency-Hedged Commodity Securities**

Circumstances may arise where the Issuer might wish to effect a consolidation or division of a particular class of Currency-Hedged Commodity Security.

For example, if a class of Currency-Hedged Commodity Security was secured on corresponding Commodity Contracts from two or more different Commodity Contract Counterparties and one of them (the “**Lower Credit**”) had, for example, a significant credit rating downgrade, it may be necessary or desirable, in order to ensure that the value of the Currency-Hedged Commodity Securities reflects the value of the relevant commodity futures contracts, for the Commodity Contracts from the Lower Credit to be excluded from that class. This could be effected by the Commodity Contracts from the Lower Credit being transferred into a new Pool and the Issuer creating and issuing new Currency-Hedged Commodity Securities secured by that new Pool on a one-for-one basis with the Price for both classes being adjusted accordingly. Investors of the affected class would then hold two Currency-Hedged Commodity Securities for each one they held previously and the Price would be split between the two. For example, if the Commodity Contracts from the Lower Credit comprised 30 per cent. of the aggregate number of Commodity Contracts in the Pool, then the Price following the division would be 70 per cent. of the Price prior to the division for the old class and 30 per cent. for the new class.

The Issuer has the right under the Trust Instrument at any time to effect either a consolidation or division and to allocate Commodity Contracts into a new Pool representing a new class of Currency-Hedged Commodity Securities, and need not obtain Listing for any such new classes of Currency-Hedged Commodity Securities. The Issuer will only take such action if it believes it is in the interest of the affected Security Holders to do so.

## PART 5

### DESCRIPTION OF FACILITY AGREEMENTS AND COMMODITY CONTRACTS

All Currency-Hedged Commodity Securities will be backed by corresponding Commodity Contracts with corresponding terms and the same currency of denomination. Each class of Currency-Hedged Commodity Securities has a corresponding class of Commodity Contract. Each time Currency-Hedged Commodity Securities are issued or redeemed the Issuer will create or terminate corresponding Commodity Contracts, exactly matching the number and classes of Currency-Hedged Commodity Securities in question. Commodity Contracts will be created and terminated by the Issuer under a Facility Agreement with a Commodity Contract Counterparty.

At the date of this Prospectus, the Issuer has Facility Agreements in force with MLI and CGML.

As the Issuer is a special purpose company, whose only assets attributable to Currency-Hedged Commodity Securities will be rights under the Facility Agreements, Commodity Contracts, Security Agreements and the Guarantees, the ability of the Issuer to meet its obligations upon redemption of Currency-Hedged Commodity Securities will be wholly dependent on its ability to receive payment on termination of Commodity Contracts from the Commodity Contract Counterparties or from BAC (in the case of MLI) or CGMH (in the case of CGML) under the applicable Guarantee or the realisation of Collateral under the applicable Security Agreement and Control Agreement. The Facility Agreements, the Commodity Contracts provided thereunder, the Security Agreements and the Guarantees have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Currency-Hedged Commodity Securities. The Facility Agreements and the Commodity Contracts provided thereunder are governed by English law, while the Guarantees and the Security Agreements are governed by New York law.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Currency-Hedged Commodity Securities*).

#### Facility Agreements

The Issuer has entered into the Facility Agreements with MLI and with CGML under which the Issuer can create and terminate on a continuous basis, subject to the Creation Limits and the Redemption Limit and certain other conditions, any combination of classes of Commodity Contracts. The Facility Agreement with MLI runs until at least 23 February 2022 and the Facility Agreement with CGML runs until at least 24 October 2027, subject in each case to earlier termination in accordance therewith, and as more fully described below. The Issuer hopes to procure an increase in the total number of Commodity Contracts available from the Commodity Contract Counterparties in the event that demand for Currency-Hedged Commodity Securities necessitates such additional capacity.

The Facility Agreements may each be terminated by the Commodity Contract Counterparty on three months' notice or by not less than two Business Days' notice following the occurrence of an event of default in respect of the Issuer, provided that the event of default was not caused by a breach by the Commodity Contract Counterparty of its obligations under the relevant Facility Agreement. Other termination rights in favour of the Commodity Contract Counterparties include on the occurrence of a material adverse change (which itself includes a change in tax law).

Each of the Facility Agreements may be terminated by the Issuer by not less than two Business Days' notice following the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty, provided that the same was not caused by a breach by the Issuer of its obligations under the Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement, on not less than 30 days' notice if the Commodity Contract Counterparty gives a notice that a withholding or deduction is or may be required from payments to be made by it or any Guarantor under United States law, by not less than two days' notice in respect of the applicable classes of Commodity Contracts if all Commodity Securities of any class are to be redeemed pursuant to Condition 8.7 of the Conditions or upon two Business Days' notice in respect of any one or more classes of Commodity Contracts if all Currency-Hedged Commodity Securities of such classes are to be redeemed. The Issuer may also terminate a Facility Agreement at any time upon giving not less than three months' notice.

Each of the Commodity Contract Counterparties may elect to amend its Facility Agreement if the Issuer enters into a Facility Agreement with another Commodity Contract Counterparty to substantially conform its Facility Agreement to that new Facility Agreement and for this purpose the consent of the Trustee will not be required.

Under the Facility Agreements the Issuer may appoint Commodity Contract Counterparties in its sole discretion, save that if any then existing Commodity Contract Counterparty considers in its reasonable belief and acting in good faith that such proposed new Commodity Contract Counterparty should not be appointed for credit, operational, reputational or any other reasonable reasons (other than on grounds of competition) and so notifies the Issuer giving reasons within ten Business Days, such appointments may not become effective.

The CGML Facility Agreement is substantially on the same terms as the MLI Facility Agreement, save that:

- MLI will act as Calculation Agent as referred to under the headings “Calculation Agency Agreement” and “Calculation Agent” below for the purposes of the CGML Facility Agreement, as well as under the MLI Facility Agreement;
- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement, a new Calculation Agent, which is or will be a Commodity Contract Counterparty selected by the Issuer, shall be appointed to act as Calculation Agent for the purposes of the CGML Facility Agreement; and
- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement following an Insolvency Event in relation to MLI or certain breaches thereof, MLI shall cease to act as Calculation Agent under the MLI Facility Agreement and the Calculation Agent appointed for the purposes of the CGML Facility Agreement shall be appointed to act as Calculation Agent for the purposes of the MLI Facility Agreement.

The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties. MLI will (save as described above and under the heading “Calculation Agency Agreement” below) act as Calculation Agent under any other such Facility Agreement. **Other Facility Agreements may not be on the same terms as the MLI Facility Agreement or the CGML Facility Agreement.** It is not the Issuer’s intention to enter into Facility Agreements for the purpose of spreading counterparty risk. In the event that the Issuer enters into a Facility Agreement with a new Commodity Contract Counterparty, the Issuer will include in a supplementary prospectus such information relating to that new Commodity Contract Counterparty of which it is aware or is able to ascertain from information published by such new Commodity Contract Counterparty, as is required by Annex VIII of the Prospectus Regulation (Regulation Number 809/2004/EC).

### **BAC Guarantee**

MLI is required under the terms of the MLI Facility Agreement to ensure that its obligations thereunder and any Commodity Contracts issued pursuant to the MLI Facility Agreement have the benefit of credit support provided by BAC. In fulfilment of that requirement, BAC has entered into the BAC Guarantee. The principal provisions of the BAC Guarantee are as follows:

- BAC unconditionally guarantees to the Issuer the prompt payment of any and all obligations and liabilities of MLI under the terms of the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement including, in case of default, interest on any amount due, when and as the same shall become due and payable, whether on the scheduled payment dates, at maturity, upon declaration of termination or otherwise, after giving effect to any applicable notice requirement or grace period and, at all times, in accordance with the terms of that Agreement.
- In the event that MLI fails to make any payment under such Agreements when due after giving effect to any applicable notice requirement and grace period, BAC agrees to make such payment, or cause any such payment to be made, promptly upon receipt of written demand from the Issuer to BAC; provided that delay by the Issuer in giving such demand shall in no event affect BAC’s obligations under the BAC Guarantee.
- BAC agrees that its obligations under the BAC Guarantee will be unconditional, irrespective of (i) the validity, regularity or enforceability (except as may result from any applicable statute of

limitations) of the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement, (ii) the absence of any action to enforce the same, (iii) any waiver or consent by the Issuer concerning any provisions thereof, (iv) the rendering of any judgment against MLI or any action to enforce the same or (v) any other circumstances that might otherwise constitute a legal or equitable discharge of a guarantor or a defense of a guarantor, other than defense of payment.

- BAC agrees that the BAC Guarantee will not be discharged except by complete payment of the amounts payable under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement.
- BAC shall not be required to pay, or otherwise be liable to, the Issuer for any consequential, indirect or punitive damages (including, but not limited to, opportunity costs or lost profits).
- The BAC Guarantee is governed by and construed in accordance with the internal laws of the State of New York as applicable to contracts or instruments made and to be performed therein.
- The BAC Guarantee may be terminated by BAC at any time by written notice to the Issuer by BAC, effective immediately following receipt of such written notice by the Issuer or at such later date as may be specified in such written notice, but will continue in full force and effect with respect to any obligation of MLI under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement entered into prior to the effectiveness of such written notice of termination.

### **Citigroup Guarantee**

CGML is required under the terms of the CGML Facility Agreement to ensure that its obligations thereunder and any Commodity Contracts issued pursuant to the CGML Facility Agreement have the benefit of credit support provided by CGMH. In fulfilment of that requirement, CGMH has entered into the Citigroup Guarantee. The principal provisions of the Citigroup Guarantee are as follows:

- CGMH absolutely, irrevocably and unconditionally guarantees to the Issuer the due and punctual payment of all amounts payable (“**Obligations**”) by CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement (together the “**Relevant Agreements**”), whether secured or unsecured, joint or several all without regard to any counterclaim, set-off, deduction or defence of any kind which CGMH may have or assert, and without abatement, suspension, deferment or diminution on account of any event or condition whatsoever; provided, however, that CGMH will be entitled to exercise or assert, as the case may be, any right, claim or defence that is available to CGML.
- The Issuer may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of CGMH, change the time, manner or place of payment or any other term of, any Obligation, exchange, release, fail to perfect or surrender any collateral for, or renew or change any term of any of the Obligations owing to it, and may also enter into a written agreement with CGML or with any other party to any of the Relevant Agreements or person liable on any Obligation, or interested therein, for the extension, renewal, payment, compromise, modification, waiver, discharge or release thereof, in whole or in part, without impairing or affecting the Citigroup Guarantee.
- Except as referred to above, the obligations of CGMH under the Citigroup Guarantee are unconditional, irrespective of (i) the lack of value, genuineness, validity, or enforceability of the Obligations, (ii) any law, regulation or order of any jurisdiction or any other similar event affecting the term of any Obligation or of the Issuer’s rights with respect thereto and (iii) to the fullest extent permitted by applicable law, (a) any law, rule or policy that is now or hereafter promulgated by any governmental authority (including any central bank) or regulatory body that may adversely affect CGML’s ability or obligation to make or receive such payments, (b) any nationalisation, expropriation, war, riot, civil commotion or other similar event, (c) any inability to convert any currency into the currency of payment of such obligation, and (d) any inability to transfer funds in the currency of payment of such obligation to the place of payment therefor.
- CGMH waives demands, promptness, diligence and all notices that may be required by law or to perfect the Issuer’s rights under the Citigroup Guarantee except notice to CGMH of a default by CGML under the Relevant Agreements, provided, however, that any delay in the delivery of

notice will in no way invalidate the enforceability of the Citigroup Guarantee. No failure, delay or single or partial exercise by the Issuer of its rights or remedies thereunder will operate as a waiver of such rights or remedies.

- CGMH will not be required to pay or be liable to the Issuer for any consequential, indirect or punitive damages, opportunity costs or lost profits.
- The Citigroup Guarantee is governed by and will be construed in accordance with the laws of the State of New York. CGMH irrevocably consents to, for the purposes of any proceeding arising out of the Citigroup Guarantee, the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.
- The Citigroup Guarantee will remain in full force and effect until such time as it may be revoked by CGMH by written notice given to the Issuer, such notice to be deemed effective upon receipt thereof by the Issuer or at such later date as may be specified in such notice; provided, however, that such revocation will not limit or terminate the Citigroup Guarantee in respect of any Obligations of the Issuer under the Relevant Agreements which shall have been entered into prior to the effectiveness of such revocation.

### **Calculation Agency Agreement**

The Issuer, CGML and MLI have entered into the Calculation Agency Agreement pursuant to which MLI will act as Calculation Agent for the purposes of the CGML Facility Agreement. The Calculation Agency Agreement contains customary exculpatory terms including provisions that neither the Trustee nor any holder or potential holder of Currency-Hedged Commodity Securities will be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent and that no duty will be owed by the Calculation Agent to the Trustee or any holder or potential holder of Currency-Hedged Commodity Securities in connection with any such determination.

The Calculation Agency Agreement will terminate automatically on the termination of either the MLI Facility Agreement or the CGML Facility Agreement and upon the occurrence of an Insolvency Event with respect to MLI. The Issuer and CGML may together terminate MLI's appointment as calculation agent upon not less than 45 days' written notice and either may do so earlier on certain breach events. MLI will be entitled to resign as calculation agent upon not less than 45 days' written notice if at the time of giving such notice there are no and have not for 30 days been any Commodity Contracts outstanding under the MLI Facility Agreement, any commodity contracts outstanding under the MLI Classic and Longer Dated Facility Agreement or any commodity contracts outstanding under the MLI Short and Leveraged Facility Agreement. If MLI's role as calculation agent is terminated (other than by the Issuer and CGML together absent such breach events) its role as calculation agent under the MLI Facility Agreement will also terminate. Where MLI's role as calculation agent is terminated, the Issuer must identify and appoint a replacement calculation agent (being a Commodity Contract Counterparty).

### **Security Agreements and Control Agreements**

The Issuer has entered into the MLI Security Agreement (which was entered into in relation to and supplements the MLI Facility Agreement) and the CGML Security Agreement (which was entered into in relation to and supplements the CGML Facility Agreement) under which MLI and CGML (respectively) have agreed to provide Collateral in respect of their Collateral Exposure at any time. The Collateral Exposure applicable to each Commodity Contract Counterparty and Currency is calculated each Business Day by both the Issuer and that Commodity Contract Counterparty and is verified between the parties each Business Day.

The Issuer has also entered into the MLI Control Agreement with MLI and The Bank of New York Mellon (as Securities Intermediary) and the CGML Control Agreement with CGML and The Bank of New York Mellon (as Securities Intermediary). Under the terms of each Security Agreement and Control Agreement, the relevant Commodity Contract Counterparty is required to post the Collateral relating to Commodity Contracts denominated in each Currency to the Collateral Account relating to that Currency in its name at The Bank of New York Mellon.

Under the terms of each Control Agreement, the Bank of New York Mellon (as Securities Intermediary) may utilise depositories, banks or other financial institutions in connection with the custody of the Collateral.

### *Provision of Collateral by the Commodity Contract Counterparties*

Each Business Day in respect of each Commodity Contract Counterparty and Currency, the Securities Intermediary is required to calculate the value (in accordance with the valuation provisions in the Control Agreement described in more detail below) of the Collateral in the relevant Collateral Account as at the close of business (New York time) on the previous Business Day and each Commodity Contract Counterparty must report the Collateral Exposure in respect of such Currency calculated as at close of business on the immediately preceding Business Day. Under the Security Agreements and Control Agreements, MLI and CGML (respectively) are required to transfer to its Collateral Account relating to that Currency, securities and obligations to the value (taking into account the value of Eligible Collateral (described below) already credited to such account) of the Issuer's total exposure to MLI or CGML (as applicable) under (*inter alia*) the fully paid Commodity Contracts denominated in such Currency between the Issuer and that Commodity Contract Counterparty at the close of business on the immediately preceding Business Day. If on any Business Day the aggregate value of the Collateral in the relevant Collateral Account is greater than such exposure, then the relevant Commodity Contract Counterparty may request that the Securities Intermediary transfers Collateral from such Collateral Account to another account of the relevant Commodity Contract Counterparty's choosing and such transferred Collateral will no longer form part of the Collateral for the purposes of the relevant Security Agreement. The Securities Intermediary may not permit a Commodity Contract Counterparty to transfer assets out of a Collateral Account (i) such that the total value of Collateral in such Collateral Account would equal less than such exposure, or (ii) without the Issuer's consent. For these purposes references to the "value" of the Collateral constitute references to the value thereof determined by the Securities Intermediary in accordance with the valuation provisions in the Control Agreements described in more detail below.

Under the terms of the Security Agreements and the Control Agreements, the Issuer may take control of the Collateral Accounts and any Collateral in the Collateral Accounts in certain circumstances including if a Collateral Account Control Event has occurred. This includes, in summary, situations where (i) a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty (not caused by a breach by the Issuer) has occurred, (ii) the relevant Commodity Contract Counterparty has failed to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days, (iii) the relevant Commodity Contract Counterparty fails to comply with or perform any other provisions of or obligations under the relevant Security Agreement on a continuing basis, or (iv) the relevant Commodity Contract Counterparty becomes insolvent.

### *Description of Collateral*

Under the terms of the Security Agreements, each Commodity Contract Counterparty may only transfer "Eligible Collateral" into its Collateral Account. For these purposes, "**Eligible Collateral**" means:

- (A) Cash invested in government or treasury Eligible Money Market Funds denominated in US Dollars or the Relevant Currency with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;
- (B) Cash invested in Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars or the Relevant Currency with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;
- (C) stripped or unstripped publicly traded debt securities:
  - (i) issued by, or unconditionally guaranteed by, the U.S. Department of Treasury with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch;
  - (ii) issued by, or unconditionally guaranteed by, a U.S. government agency (other than the U.S. Department of Treasury) whose obligations are fully guaranteed by the full faith and credit of the U.S. government and with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch;
  - (iii) issued by, or fully guaranteed by, the European Central Bank or an Eligible Sovereign Entity (other than Japan and USA) and with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch; or

- (iv) issued by, or a stripped or unstripped publicly traded asset-backed debt securities fully guaranteed by, a U.S. Government-sponsored enterprise that is operating with capital support or another form of direct financial assistance received from the U.S. government that enables the repayments of the U.S. Government-sponsored enterprise's eligible securities, with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch.
  - (v) issued by, or fully guaranteed by, an Eligible Sovereign Entity being Japan with a minimum long term issuer rating of A- by S&P or A3 by Moody's or A- by Fitch;
- (D) a debt security that is issued by, or fully guaranteed by, the Bank for International Settlements, the International Monetary Fund, or a multilateral development bank agreed by the Issuer including the International Bank for Reconstruction and Development, The European Investment Bank, Council Of Europe Development Bank, The Asian Development Bank and The Inter-American Development Bank, in each case with a minimum long term issuer rating of AAA by S&P or Aaa by Moody's or AAA by Fitch; or
- (E) Eligible Equities,
- provided that, *inter alia*:
- (a) the following may not be Eligible Collateral:
    - (i) securities issued by the relevant Commodity Contract Counterparty or the Issuer or any affiliate of either;
    - (ii) securities issued by (*inter alia*) a bank holding company, a savings and loan holding company, a U.S. intermediate holding company established or designated for certain specified purposes, a non-U.S. bank, a depository institution or a market intermediary or certain affiliates of any of the foregoing;
    - (iii) securities issued by a nonbank financial institution supervised by the Board of Governors of the Federal Reserve System under Title I of the Dodd-Frank Act; or
    - (iv) Securities from GICS Sector 40 – Financial (Equity) and BICS Sector – Financials (Fixed Income);
  - (b) the inclusion of such collateral security does not cause a breach of the Issuer Concentration Limits or the Jurisdiction Limits set out below;
  - (c) with respect to any bond or obligation which requires a minimum bond rating, if an issuer has long-term issuer ratings from each of Moody's and S&P, the lower of the two ratings of such bond or obligation satisfies the minimum bond rating;
  - (d) with respect to equities, that such equity is a member of one of the indices set out in the Collateral Schedule to the relevant Security Agreement (or American depository receipts or global depository receipts whose underlying common or preferred shares are constituents of and such index); provided that any such equities will only constitute Eligible Collateral where the issuer of such equity also appears on the S&P 500 index or the S&P 1500 Composite index;
  - (e) the inclusion of such security would not cause the relevant Commodity Contract Counterparty or the Issuer to breach applicable minimum regulatory requirements relating to the posting or collection of collateral (including, without limitation, as set out in the CFTC's Margin Requirements for Uncleared Swaps for Swap Dealers and Major Swap Participants, 81 FR 636 (Jan 6, 2016)); and



For the purposes of the above:

**“Issuer Concentration Limit”** in respect of any Collateral Account means that with respect to:

- (a) Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars or the Relevant Currency of such Collateral Account of any one issuer may not:
  - (i) constitute more than of 25 per cent. of the aggregate value of the Collateral in respect of such Collateral Account;
  - (ii) when taken with Eligible Money Market Funds issued by other issuers, constitute more than 75 per cent. of the aggregate value of the collateral in respect of such Collateral Account; and
  - (iii) when taken with shares or units of the same Eligible Money Market Fund held in any other Collateral Account of the relevant Commodity Contract Counterparty, constitute more than 20 per cent. in issue size of the outstanding shares or units of class or aggregate net asset value of the relevant Eligible Money Market Fund;
- (b) the Eligible Equities of any one issuer held in that Collateral Account may not:
  - (i) constitute more than 3.3 per cent. of the Eligible Collateral in respect of such Collateral Account;
  - (ii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 2.5 per cent. of the aggregate issued and outstanding share capital of that issuer (based on free float market capitalization); and
  - (iii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 100 per cent. of the 30 day average daily volume of such Eligible Equities as determined by the Securities Intermediary; and

**“Jurisdiction Limit”** in respect of any Collateral Account means, with respect to any relevant jurisdiction, the maximum percentage of the value of all Collateral in respect of such Collateral Account that may be constituted of securities of issuers domiciled in such jurisdiction, and with respect to:

- (a) the United States where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 100 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 75 per cent.;
- (b) France, Germany, Japan and the United Kingdom where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 50 per cent. and (y) where the relevant Collateral constitutes Eligible Equities, 25 per cent.;
- (c) any other jurisdiction, authority or agency, where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 25 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 10 per cent.; and
- (d) where Eligible Equities constitute a “Pan-European” index, there shall be a look-through to the jurisdictions of the underlying constituents for the purposes of determining the Jurisdiction Limit.

For the purpose of valuing the collateral in the Collateral Account the Securities Intermediary will multiply the sum of the values of what it determines to be the market value of each asset of a particular type by the following percentages (subject in each case to an additional haircut of 8 per cent. of such market values in respect of any form of Eligible Collateral if the currency in which such Eligible

Collateral is denominated is not one of US Dollars, Euro, Sterling, Swiss Francs, Japanese yen, Canadian Dollars, Swedish Krona, Norwegian Krone, New Zealand Dollars or Australian Dollars):

- (i) for cash invested in Eligible Money Market Funds described in paragraph (A) or paragraph (B) of the definition of “Eligible Collateral” above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	Valuation Percentages
MTM < 12	99.5%
12 ≤ MTM ≤ 60	98%
MTM > 60	96%

- (ii) for any securities falling within sub-paragraphs (i) to (iv) (inclusive) of paragraph (C), or falling within paragraph (D), of the definition of “Eligible Collateral” above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	Valuation Percentages
MTM < 12	99.5%
12 ≤ MTM ≤ 60	98%
MTM > 60	96%

- (iii) for any securities falling within sub-paragraph (v) of paragraph (C) of the definition of “Eligible Collateral” above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	Valuation Percentages
MTM < 12	94%
12 ≤ MTM ≤ 60	92%
MTM > 60	90%

- (iv) for any Eligible Equities, either 85 per cent. or 75 per cent. depending on the particular index to which such Eligible Equity belongs.

The Issuer will arrange for a breakdown of the Collateral posted by the Commodity Contract Counterparties (which will not be broken down by Collateral Account or by Commodity Contract Counterparty) to be made available at <http://www.wisdomtree.eu/pricing>.

### Commodity Contracts

210 classes of Commodity Contracts are currently available under the Facility Agreements to be created by the Issuer, corresponding to the 210 classes of Currency-Hedged Commodity Securities. Where an Authorised Participant has agreed with a Commodity Contract Counterparty the pricing for the issue or redemption of Currency-Hedged Commodity Securities and the creation or termination of the corresponding Commodity Contracts (“**Agreed Pricing**”) the Issuer will create or terminate Commodity Contracts at that pricing, but otherwise the creation or termination price per Commodity

Contract will be the Price in the Relevant Currency of the corresponding Currency-Hedged Commodity Security on the applicable Pricing Day (“**Settlement Pricing**”). Payments due on the creation or termination of Commodity Contracts will be made in US Dollars by applying the Settlement Foreign Exchange Rate to the Relevant Currency.

Whenever Settlement Pricing is used:

- upon receipt by the Issuer of a valid Application Form or Redemption Form, the Issuer will send to the relevant Commodity Contract Counterparty a Creation Notice or Cancellation Notice (together with a copy of the applicable Application Form or Redemption Form, as the case may be) creating or terminating, as the case may be, an Equivalent Number of Commodity Contracts corresponding to the Currency-Hedged Commodity Securities which are the subject of the Application Form or Redemption Form; and
- within 30 minutes of the Notice Deadline (or, if later, within 30 minutes of any Creation Notice or Cancellation Notice having been sent by the Issuer to the relevant Commodity Contract Counterparty), the Issuer will contact the relevant Commodity Contract Counterparty by telephone to seek confirmation of acceptance by it of such Creation Notice or Cancellation Notice. The relevant Commodity Contract Counterparty will confirm such Creation Notice or Cancellation Notice provided that it complies with certain formalities (set out in the Facility Agreement) as to form, quantum, procedure, timing and substance.

As referred to under the heading “Applications and Redemptions — The System” in Part 4 (*Description of Currency-Hedged Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using the System.

### **Separate Pools**

All Currency-Hedged Commodity Securities of the same class will have recourse only to the Secured Property of the Pool attributable to that class and not to the Secured Property of any Pool attributable to any other class. The principal assets to be included in each Pool are the Commodity Contracts of that class with MLI and CGML, the rights of the Issuer under the Facility Agreements for that class, and the rights in respect of that class of Commodity Contracts under the Security Agreements, the Control Agreements and the Guarantees. The Issuer may issue other classes of Currency-Hedged Commodity Securities, based on different prices, different currencies of denomination or having some other different characteristics, but any such securities will have recourse only to the Secured Property of the Pool attributable to such new type and not to the assets attributable to any other type.

### **Corresponding Terms of Commodity Contracts with Currency-Hedged Commodity Securities**

Whenever Currency-Hedged Commodity Securities are issued or redeemed, the Issuer will always create or terminate corresponding Commodity Contracts of the corresponding class as those Currency-Hedged Commodity Securities. Consequently the sum of the exposures of the Commodity Contract Counterparties in respect of Commodity Contracts of each class at any time will always exactly match the exposure of the Issuer in respect of Currency-Hedged Commodity Securities of the corresponding class at that time.

Payment for the issue of Currency-Hedged Commodity Securities and for the creation of Commodity Contracts will be made, in US Dollars, by an Authorised Participant directly to the relevant Commodity Contract Counterparty. The amount due in US Dollars will be calculated by applying the Settlement Foreign Exchange Rate to the Relevant Currency. Payment on the redemption of Currency-Hedged Commodity Securities will be made, in US Dollars, by the relevant Commodity Contract Counterparty, in respect of the termination of the corresponding Commodity Contracts by the Issuer, directly to the Authorised Participant redeeming the Currency-Hedged Commodity Securities, subject to certain set-off arrangements in respect of creation amounts due and unpaid by the Authorised Participant in relation to the issue of Currency-Hedged Commodity Securities. Payments from or to Authorised Participants in respect of Applications for or Redemptions of Currency-Hedged Commodity Securities will be made via the CREST system on a delivery versus payment basis.

Unless Agreed Pricing is used, the amount payable upon creation or termination of Commodity Contracts is always determined in the same manner as the Price on the applicable Pricing Day for the corresponding Currency-Hedged Commodity Securities which are applied for or redeemed. Under the Facility Agreements, a Market Disruption Day is determined in the same manner as the determination of a Market Disruption Day under the Programme. Accordingly, any day that is a Market Disruption Day for the purposes of a Facility Agreement is also a Market Disruption Day for the purposes of the Programme. Commodity Contracts have no equivalent of a Principal Amount.

If Agreed Pricing is used to determine the amount payable upon creation or termination of Commodity Contracts, the same Agreed Pricing applies to the corresponding Currency-Hedged Commodity Securities which are applied for or redeemed.

Consequently, save in the event of a compulsory redemption in the circumstances described in the risk factors entitled "Realisation of Collateral" and "Enforcement by the Trustee" under "Risk Factors" above, the amounts payable between Authorised Participants and the Issuer on the issue or redemption of Currency-Hedged Commodity Securities (other than Application Fees and Redemption Fees which are payable by Authorised Participants to the Issuer in Sterling (and save where the Principal Amount of a Currency-Hedged Commodity Security exceeds its Price)) will always be identical to the amounts payable between the Issuer and a Commodity Contract Counterparty on the creation and termination of the corresponding Commodity Contracts.

### **Elections**

Upon an Application Form being lodged for new Currency-Hedged Commodity Securities:

- the Issuer will only issue new Currency-Hedged Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement; and
- the Issuer may in its absolute discretion elect to satisfy such Application by the transfer of the appropriate number and type of Currency-Hedged Commodity Securities from one or more Security Holders seeking redemption. In that event, to the extent of the number and type of Currency-Hedged Commodity Securities transferred, no new Commodity Contracts will be created.

### **Management Fee**

The Management Fee, together with the Licence Allowance, will be reflected in the daily adjustments to the Capital Adjustment for the applicable class of Currency-Hedged Commodity Securities. The Management Fee and the Licence Allowance will be paid by the Commodity Contract Counterparties to the Issuer.

No other cash payments are settled between the Commodity Contract Counterparties and the Issuer. The net amounts payable on creation or termination of Commodity Contracts are paid directly between the relevant Commodity Contract Counterparty and the Authorised Participant which is applying for or redeeming the Currency-Hedged Commodity Securities, via CREST.

### **Calculation Agent**

MLI is required to act as Calculation Agent under and solely for the purposes of the MLI Facility Agreement, the CGML Facility Agreement and each other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

MLI has two separate roles as Calculation Agent, as follows:

- (a) MLI will determine the existence of a Market Disruption Event in respect of an Individual Commodity Index; and
- (b) if a Commodity Index is not calculated and/or published and a substitute value is required to be calculated and published pursuant to the Facility Agreement, or if a Market Disruption Event occurs in respect of any Commodity Index on five or more consecutive General Trading Days (irrespective of whether a Commodity Index is published for those General Trading Days), MLI will calculate a substitute value for that Commodity Index in accordance with the Facility Agreement.

In acting as Calculation Agent, MLI is required under the terms of the MLI Facility Agreement and the Calculation Agency Agreement to act in good faith and in a commercially reasonable manner, and in accordance with its obligations under the MLI Facility Agreement and the Calculation Agency Agreement. Subject to those requirements, the calculations of the Calculation Agent are final and conclusive in the absence of manifest error.

If MLI, as Calculation Agent, considers that any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing; and
- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Currency-Hedged Commodity Securities will be redeemed).

The Issuer may provide copies of determinations notified to the Issuer by the Calculation Agent under a Facility Agreement to the Trustee (but no other person) and/or notify the Trustee (and any other persons) of such determinations by the Calculation Agent, but in each case on the express basis that they are for information purposes only; neither the Trustee nor any actual or potential Security Holder can rely as against the Calculation Agent upon any determination of the Calculation Agent; and no duty is owed by the Calculation Agent to the Trustee or any actual or potential Security Holder.

## PART 6

### THE PROGRAMME

#### Overview of the Programme

Currency-Hedged Commodity Securities are being made available by the Issuer for subscription only to Authorised Participants. Only Authorised Participants may apply for and/or redeem Currency-Hedged Commodity Securities (except that a Security Holder who is not an Authorised Participant may request redemption of Currency-Hedged Commodity Securities which it holds in the event that on any given Issuer Business Day there are no Authorised Participants or as may be announced by the Issuer from time to time in accordance with the Conditions and such Security Holder submits a valid Redemption Form on such day).

Currency-Hedged Commodity Securities are available to be issued in Certificated Form or in Uncertificated Form in the CREST System. Persons who apply for Currency-Hedged Commodity Securities and wish to hold their Currency-Hedged Commodity Securities in Uncertificated Form should so signify on the Application Form and complete the relevant sections of that form in accordance with the instructions thereon.

#### Passporting

The Issuer has requested the FCA to provide the competent authority in Austria, the *Österreichische Finanzmarktaufsicht* (Austrian Financial Market Authority), the competent authority in Denmark, the *Finanstilsynet* (Financial Supervisory Authority), the competent authority in Finland, the *Finanssivalvonta* (Finnish Financial Supervisory Authority), the competent authority in France, the *Autorité des Marchés Financiers* (Authority for the Financial Markets), the competent authority in Germany, the *Bundesanstalt für Finanzdienstleistungsaufsicht* (the Federal Financial Supervisory Authority), the competent authority in Ireland, the Central Bank of Ireland, the competent authority in Italy, the *Commissione Nazionale per le Società e la Borsa* (CONSOB), the competent authority in the Netherlands, the *Autoriteit Financiële Markten* (Authority for the Financial Markets), the competent authority in Norway the *Kreditttilsynet* (Norwegian Financial Supervision Authority), the competent authority in Spain, the *Comisión Nacional del Mercado de Valores* (Securities Market Commission) and the competent authority in Sweden, *Finansinspektionen* (Financial Supervisory Authority) with certificates of approval attesting that this Prospectus has been drawn up in accordance with Directive 2003/71/EC.

The Issuer may request the FCA to provide competent authorities in other EEA member states with such certificates whether for the purposes of making a public offer in such member states or for admission to trading of all or any Currency-Hedged Commodity Securities on a regulated market therein or both.

#### Transparency Directive

The Issuer announced on 26 February 2016 by RIS announcement that it had elected the United Kingdom as its Home Member State for the purposes of the Transparency Directive.

#### Procedure for Application

Only Authorised Participants may make an Application. An Authorised Participant who wishes to apply for Currency-Hedged Commodity Securities should complete the Application Form in accordance with the instructions thereon and send it to the Issuer.

As described under the heading “Applications and Redemptions — The System” in Part 4 (*Description of Currency-Hedged Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using the System.

For those Applicants who wish to hold their Currency-Hedged Commodity Securities in Certificated Form, certificates in respect of the Currency-Hedged Commodity Securities will be dispatched within 10 Business Days of the Currency-Hedged Commodity Securities being issued. For those Applicants

who desire to hold their Currency-Hedged Commodity Securities in Uncertificated Form, the relevant CREST account will be credited on the day on which the Currency-Hedged Commodity Securities are issued against payment. The Issuer considers it preferable that Currency-Hedged Commodity Securities be held in Uncertificated Form. Notwithstanding any other provision in this document, the Issuer reserves the right to issue any Currency-Hedged Commodity Securities in Certificated Form. In normal circumstances this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST), or on the part of the facilities and/or systems operated by the Registrar in connection with CREST. This right may also be exercised if the correct details (such as participant ID and member account details) are not provided as requested on the Application Form. No temporary documents of title will be issued and, pending despatch of security certificates, transfers will be certified against the register.

By completing and delivering an Application Form or lodging an Application order through the System, the Applicant confirms and agrees that:

- (a) it is not relying on any information or representation other than such as may be contained in this document;
- (b) no person responsible solely or jointly for this document or any part of it shall have any liability for any information or representation not contained in this document;
- (c) it is an Authorised Person, an Exempt Person or an Overseas Person;
- (d) it understands that Currency-Hedged Commodity Securities are direct, limited recourse obligations of the Issuer alone; and
- (e) it understands that the obligations of the Issuer under Currency-Hedged Commodity Securities are not guaranteed by MLI, BAC or any other member of the BAC Group or CGML, CGMH or any other member of the Citigroup Group or any other Commodity Contract Counterparty or Guarantor.

Further details on new issues are set out in Part 4 (*Description of Currency-Hedged Commodity Securities*).

### **Subscription for Currency-Hedged Commodity Securities**

All Application Moneys for Currency-Hedged Commodity Securities must be paid through CREST in accordance with the procedures set out in the Application Form in US Dollars.

Currency-Hedged Commodity Securities in respect of which the Application has been made will not be issued unless the Commodity Contracts created and to be paid for with the Application Moneys for that Application are in force.

### **Listing**

The following Euro Classic Commodity Securities have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 15 March 2012:

#### **Euro Classic Individual Securities**

ETFS EUR Daily Hedged Brent Crude  
ETFS EUR Daily Hedged Copper  
ETFS EUR Daily Hedged Gold  
ETFS EUR Daily Hedged Natural Gas  
ETFS EUR Daily Hedged Silver  
ETFS EUR Daily Hedged Wheat  
ETFS EUR Daily Hedged WTI Crude Oil

#### **Euro Classic Index Securities**

ETFS EUR Daily Hedged Agriculture  
ETFS EUR Daily Hedged All Commodities  
ETFS EUR Daily Hedged Precious Metals

The ETFS EUR Daily Hedged Energy Index Securities have been listed on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 21 October 2013.

The following Euro Commodity Securities have been admitted to listing on the ETFplus market of the Borsa Italiana since 7 June 2012:

#### **Euro Classic Individual Securities**

ETFS EUR Daily Hedged Aluminium  
 ETFS EUR Daily Hedged Brent Crude  
 ETFS EUR Daily Hedged Coffee  
 ETFS EUR Daily Hedged Copper  
 ETFS EUR Daily Hedged Corn  
 ETFS EUR Daily Hedged Cotton  
 ETFS EUR Daily Hedged Gold  
 ETFS EUR Daily Hedged Natural Gas  
 ETFS EUR Daily Hedged Nickel  
 ETFS EUR Daily Hedged Silver  
 ETFS EUR Daily Hedged Soybeans  
 ETFS EUR Daily Hedged Sugar  
 ETFS EUR Daily Hedged Wheat  
 ETFS EUR Daily Hedged WTI Crude Oil  
 ETFS EUR Daily Hedged Zinc

#### **Euro Classic Index Securities**

ETFS EUR Daily Hedged Industrial Metals

#### **Euro Longer Dated Index Securities**

ETFS EUR Daily Hedged Longer Dated Agriculture  
 ETFS EUR Daily Hedged Longer Dated All Commodities

#### **Settlement**

##### *CREST*

The Issuer is a participating issuer in, and the Currency-Hedged Commodity Securities are participating securities in, CREST, a paperless multi-currency electronic settlement procedure enabling securities (including debt securities) to be evidenced otherwise than by written instrument, and transferring such securities electronically with effective delivery versus payment. Accordingly, to the extent that the Currency-Hedged Commodity Securities are issued in Uncertificated Form, settlement of transactions in the Currency-Hedged Commodity Securities will take place within the CREST system.

##### *Settlement and Delivery on the Frankfurt Stock Exchange*

For the purpose of good delivery of the Currency-Hedged Commodity Securities on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft ("**Clearstream**") will issue, for each series and the relevant number of Currency-Hedged Commodity Securities, a Global Bearer Certificate (each a "**Global Bearer Certificate**") in the German language created under German law ("**Collective Safe Custody**"). Global Bearer Certificates have been issued in respect of the Classic Commodity Securities. The Global Bearer Certificates have the following German ISIN Codes:

<b>Type of Global Bearer Certificate</b>	<b>ISIN Code</b>
ETFS EUR Daily Hedged Agriculture	DE000A1NZLJ4
ETFS EUR Daily Hedged All Commodities	DE000A1NZLK2
ETFS EUR Daily Hedged Brent Crude	DE000A1N3G19
ETFS EUR Daily Hedged Copper	DE000A1NZLL0
ETFS EUR Daily Hedged Energy	DE000A1Y7Y36
ETFS EUR Daily Hedged Gold	DE000A1NZLN6
ETFS EUR Daily Hedged Natural Gas	DE000A1NZLP1
ETFS EUR Daily Hedged Precious Metals	DE000A1NZLQ9
ETFS EUR Daily Hedged Silver	DE000A1NZLR7
ETFS EUR Daily Hedged Wheat	DE000A1NZLS5
ETFS EUR Daily Hedged WTI Crude Oil	DE000A1NZLM8

A non-binding English language translation of the conditions of the Global Bearer Certificates is set out in Part 10 (*Global Bearer Certificates*) and the definitive German language text is annexed hereto in Annexes 1 and 2.

For each Global Bearer Certificate, the relevant number and type of Currency-Hedged Commodity Securities will be registered in the name of Vidacos Nominees Limited, London, England (the



“**Nominee**”) in the relevant Register of Security Holders and credited to a separate safe custody account of Clearstream with Citibank N.A., London, England (the “**Custodian**”). The safe custody accounts assigned to the Currency-Hedged Commodity Securities (the “**Safe Custody Account**”) will be designated “Clearstream Banking Aktiengesellschaft (Clearstream) — Special Safe Custody Account for ETFS Currency-Hedged Commodity Securities Global Bearer Certificate” followed by the name and type of Currency-Hedged Commodity Security concerned.

In accordance with the conditions governing each Global Bearer Certificate:

- each co-owner thereof will be entitled, at his expense, to demand at any time that Clearstream arrange for the registration of the co-owner or a third party designated by him in the relevant Register of Security Holders of the number and type of Currency-Hedged Commodity Securities corresponding to his co-ownership share or any portion thereof in the Global Bearer Certificate of the same class; and
- any registered holder of Currency-Hedged Commodity Securities of any relevant class will be entitled, at his expense, to have his Currency-Hedged Commodity Securities delivered to the Custodian for crediting to the Safe Custody Account against a corresponding co-ownership share in the Global Bearer Certificate of the relevant class.

Whenever the number of Currency-Hedged Commodity Securities represented by the Global Bearer Certificate of any class changes (as a result, for example, of deliveries to the Safe Custody Account, withdrawals from the Safe Custody Account or issues or redemptions of Currency-Hedged Commodity Securities), Clearstream will amend the relevant Global Bearer Certificate accordingly.

Unless otherwise agreed, the Issuer will treat the Nominee as one single security holder so far as fractional rights and entitlements are concerned.

#### *Cash Payments and Exercise of Subscription Rights and Other Rights*

Cash payments are credited to Clearstream’s cash account with the Custodian and paid by Clearstream to the respective co-owners. Any subscription rights or other rights and any fractional rights relating to the Currency-Hedged Commodity Securities in the Safe Custody Account will be held by Clearstream at the disposal of HSBC Trinkaus & Burkhardt AG (the “**Bank**”) of Königsallee 21/23, 40212 Düsseldorf, Federal Republic of Germany. Upon the request of the Bank, Clearstream will give instructions to the Custodian for the exercise, purchase or sale of such subscription rights, other rights or fractional rights. In case of any flow of cash amounts resulting out of such transactions, Clearstream will without delay inform the Bank by fax of the net proceeds or the net costs, respectively, and the related value date. The net proceeds or the net costs, respectively, must be credited or debited to the Bank’s cash account with Clearstream or as otherwise agreed between Clearstream and the Bank.

#### *Clearstream Banking AG*

Clearstream is a company that was incorporated on 12 July 1949 in Frankfurt under the laws of the Federal Republic of Germany.

Clearstream is a regulated credit institution under the German Banking Act and licensed as the German Central Securities Depository pursuant to the German Securities Deposit Act, i.e. a professional depository that holds securities for its customers and facilitates the clearance and settlement of securities transactions among them through electronic book-entry transfers between their accounts, thereby eliminating the need for physical movement of the securities. Clearstream also provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Clearstream’s customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

Clearstream conducts its business in the legal form of a German stock corporation (*Aktiengesellschaft*), registered in the commercial register at the local court in Frankfurt under number HRB 7500, and with registered office at Neue Börsenstraße 1, D60487 Frankfurt am Main, Federal Republic of Germany.

#### *Supply and Inspection of Documents in Germany*

For the duration of the Programme or so long as any Currency-Hedged Commodity Securities remain outstanding, copies of this Prospectus (or any replacement prospectus), the German translation of the

summary thereto and all financial information as well as the contracts required to be disclosed by the Issuer pursuant to the applicable rules will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Bank, and a copy of the documents referred above may be requested by contacting the Bank.

#### *Settlement and Delivery on the ETFplus Market of the Borsa Italiana*

All Currency-Hedged Commodity Securities traded on Borsa Italiana S.p.A. will be recorded in the Register in the name of Monte Titoli S.p.A. and held beneficially for persons who have bought through Borsa Italiana S.p.A. For those persons Monte Titoli S.p.A. will maintain its own record of holders ("**Italian sub-register**"). All Currency-Hedged Commodity Securities traded on the Borsa Italiana S.p.A. are eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A. Marketmakers and other account holders at Monte Titoli S.p.A. will be permitted to transfer securities between the Register and the Italian sub-register and any other sub-registers applicable to other markets to which the Currency-Hedged Commodity Securities may be admitted to trading, and thereby be able to move securities between the London Stock Exchange, such other markets and Monte Titoli S.p.A.

For the purposes of discharging any obligations under the Currency-Hedged Commodity Securities held through Monte Titoli S.p.A., the Issuer will treat Monte Titoli S.p.A. as the single security holder of such Currency-Hedged Commodity Securities and the holders recorded in the Italian sub-register must look to Monte Titoli S.p.A. to receive any and all entitlements under such Currency-Hedged Commodity Securities.

#### **Registers**

The Registrar will maintain the Registers in Jersey.

#### **UCITS and CIS**

##### *United Kingdom*

The Issuer has received legal advice that Currency-Hedged Commodity Securities do not constitute units in a collective investment scheme. The Issuer has also received legal advice that the Currency-Hedged Commodity Securities are capable of constituting transferable securities. Prospective investing UCITS Schemes would need to satisfy themselves that an investment in the Currency-Hedged Commodity Securities in their own circumstances would be in line with their investment objectives and comply with relevant parts of the FCA Handbook.

#### **Money Laundering Regulations**

The verification of identity requirements of Jersey's anti-money laundering laws and regulations and/or any subsequent equivalent legislation will apply to the Programme and verification of the identity of the Authorised Participants for Currency-Hedged Commodity Securities may be required. The anti-money laundering laws and regulations of other jurisdictions may also apply to the Programme and verification of the identity of the Authorised Participants.

By lodging an Application Form or lodging an Application order through the System, each Authorised Participant confirms that it is subject to the Money Laundering (Jersey) Order 2008 (as amended from time to time) (in relation to Jersey), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (in relation to the UK) and/or any other applicable anti-money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Issuer at the time of lodging the Application Form or order, or, at the absolute discretion of the Issuer, at such specified time thereafter as may be requested to ensure compliance with the Money Laundering (Jersey) Order 2008, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and/or any other applicable legislation.

The Issuer is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any Authorised Participant and whether such requirements have been satisfied. Neither the Issuer nor the Registrar shall be responsible or liable to any person for any loss or damage suffered as a result of the exercise of their discretion hereunder.

No Application will be accepted by the Issuer unless evidence of such Authorised Participant's identity satisfactory to the Issuer and its agents is provided.

## PART 7

### TRUST INSTRUMENT AND CURRENCY-HEDGED COMMODITY SECURITIES

The issue of up to 1,000,000,000 Currency-Hedged Commodity Securities of each class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) was authorised pursuant to a resolution of the Board passed on 8 December 2011. The Currency-Hedged Commodity Securities are constituted by a trust instrument dated 23 February 2012 as amended by supplemental trust instruments dated 14 February 2013, 23 June 2014, 8 March 2017 and 29 June 2017 (as so amended, the “**Trust Instrument**” which expression includes further deeds or documents supplemented thereto from time to time), governed by Jersey law between the Issuer and The Law Debenture Trust Corporation p.l.c (the “**Trustee**”) (as amended) and secured by a security deed governed by English law dated 23 February 2012 between the Issuer and the Trustee, as amended.

Under the terms of the Trust Instrument the Trustee may delegate all or any of its rights, powers, authorities, duties and discretions in respect of the Currency-Hedged Commodity Securities upon such terms and subject to such conditions and regulations as the Trustee may in the interests of the Security Holders think fit.

The Trustee, The Law Debenture Trust Corporation p.l.c., is a public limited company registered in England with number 1675231 whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX and which was incorporated on 2 November 1982.

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee has no liability under the Trust Instrument for a breach of trust and save in such circumstances, the Trustee is not liable for any loss arising by reason of any mistake or omission by it or by reason of any other matter or thing including fraud, wilful misconduct, gross negligence or default of another director, officer or employee or Trustee.

The Trustee is not liable for any Liability which may result from the exercise or non-exercise of its trusts, rights, powers, authorities, duties and discretions under the Documents.

The extract from the Trust Instrument below is drafted in legal language, however, information on how the terms and conditions apply to Security Holders is contained throughout this Prospectus including Part 1 (*General*) and Part 4 (*Description of Currency-Hedged Commodity Securities*). The conditions of issue of each class of Currency-Hedged Commodity Securities are set out in the Trust Instrument.

The following are the Conditions applicable to all types of Currency-Hedged Commodity Securities:

#### “The Conditions

The Commodity Securities are undated, limited recourse, secured debt securities of ETFS Hedged Commodity Securities Limited and are constituted by, are issued subject to and have the benefit of, a trust instrument dated 23 February 2012 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee for the holders of Commodity Securities, as amended by a supplemental trust instrument dated 14 February 2013, a second supplemental trust instrument dated 23 June 2014, a third supplemental trust instrument dated 8 March 2017 and a fourth supplemental trust instrument dated 29 June 2017, governed by Jersey law.

The Security Holders (as defined below) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Trust Instrument and the Security Deed (each as defined below) and the Conditions set out below.

#### 1. DEFINED TERMS AND INTERPRETATION

1.1 In these Conditions, the following words and expressions have the following meanings:

“**Acceptable Credit Rating**” means a long term senior debt credit rating of at least BBB+ from Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies Inc. (or any successor to the ratings business thereof), and of at least Baa1 from Moody’s Investors Service Inc. (or any successor to the ratings business thereof);

“**Affiliate**” means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person;

“**Agreed Pricing**” has the meaning given in Condition 7.1(b);

“**Agreed Redemption Form**” means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Commodity Securities using Agreed Pricing;

“**Australian Dollar**” or “**AUD**” or “**A\$**” means the lawful currency of the Commonwealth of Australia;

“**Australian Dollar Classic Index Security**” means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

“**Australian Dollar Classic Individual Security**” means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

“**Australian Dollar Classic Security**” means an Australian Dollar Classic Individual Security or an Australian Dollar Classic Index Security;

“**Australian Dollar Commodity Security**” means an Australian Dollar Individual Security or an Australian Dollar Index Security;

“**Australian Dollar Index Security**” means an Australian Dollar Classic Index Security or an Australian Dollar Longer Dated Index Security;

“**Australian Dollar Individual Security**” means an Australian Dollar Classic Individual Security or an Australian Dollar Longer Dated Individual Security;

“**Australian Dollar Longer Dated Index Security**” means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

“**Australian Dollar Longer Dated Individual Security**” means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

“**Australian Dollar Longer Dated Security**” means an Australian Dollar Longer Dated Individual Security or an Australian Dollar Longer Dated Index Security;

“**Authorised Participant**” means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, *provided that* no person shall be an Authorised Participant in respect of a Commodity Contract Counterparty unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and *provided further that* a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another;

“**Authorised Participant Agreement**” means a written agreement between the Issuer and another person under which such person is appointed to act as an “Authorised Participant”, distribution agent or in a substantially similar function in relation to Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied;

**BFIX Rate** in relation to any Currency and any day, means the BFIX rate for that Currency and that day available on the Bloomberg Professional® service, or any substitute for such rate agreed with each Commodity Contract Counterparty for the purposes of the Facility Agreements, in each

case expressed as a number of US Dollars per Australian Dollar, a number of US Dollars per Euro or a number of US Dollars per Pound Sterling, provided that if Bloomberg makes available on the Bloomberg Professional® Service an amended or corrected BFIX rate for that Currency and that day by no later than 9:00 p.m. on that day, the BFIX Rate for that Currency and that day shall be such amended or corrected rate;

**Bloomberg** means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them;

**Bloomberg Commodity Index<sup>SM</sup>** means the index known as the Bloomberg Commodity Index<sup>SM</sup> calculated and published by Bloomberg, formerly known as the Dow Jones – UBS Commodity Index<sup>SM</sup>;

**Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>** means the index known as the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> calculated and published by Bloomberg, formerly known as the Dow Jones – UBS Commodity Index 3 Month Forward<sup>SM</sup>;

**“Business Day”** means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York;

**“Calculation Agent”** means the person from time to time appointed by the Issuer and each Commodity Contract Counterparty for the purposes referred to in Condition 14;

**“Capital Adjustment”** means with respect to each class of Commodity Securities an adjustment factor to be included in the calculation of the Price which is agreed from time to time in respect of the corresponding class of Commodity Contracts by a Commodity Contract Counterparty and the Issuer;

**“Certificated”** or **“Certificated Form”** means not in Uncertificated Form;

**“CGML”** means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 01763297 whose registered office is situated at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, England and includes its successors and assignees;

**“CIP”** means “Commodity Index Percentage” as defined in the Handbook from time to time;

**“class”** means a class of Commodity Securities under which the Issuer’s obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty’s obligations to make payment, are determined by reference to a particular Commodity Index;

**“Classic Commodity Security”** means an Australian Dollar Classic Security, a Euro Classic Security or a Sterling Classic Security;

**“Classic Composite Commodity Index”** means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Classic Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

**“Classic Individual Commodity Index”** means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Classic Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

**“Closing Settlement Price Level”** in relation to any Commodity Index and a day (the **“Index Day”**) is the published closing settlement price level of such Commodity Index published for the Index Day, *provided that* if (i) the Calculation Agent notifies the Issuer by no later than 11.59 p.m. on the first General Trading Day after the Index Day that there is an error in the published value for the Index Day and that a corrected value is expected to be published within a reasonable period of time and Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and the Index Day by no later than 11.59 p.m. (New York time) on the

first General Trading Day after the Index Day or (ii) Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and such day by no later than 11.59 p.m. (London time) on the first General Trading Day after the Index Day, the Closing Settlement Price Level for such Commodity Index and the Index Day shall be such amended or corrected closing settlement price level and *provided further that* if the Calculation Agent provides a substitute value of any Commodity Index in respect of any day as provided in Condition 14, the Closing Settlement Price Level for such Commodity Index and such day shall be such substitute value;

**“Collateral”** means all Posted Collateral as defined in any Security Agreement to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement;

**“Commodity Contract”** means in relation to Commodity Securities of a particular class a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Commodity Securities;

**“Commodity Contract Counterparty”** means the counterparty to each Facility Agreement with the Issuer, and, for so long as the MLI Facility Agreement remains in force, includes MLI and, for so long as the CGML Facility Agreement remains in force, includes CGML;

**“Commodity Contract Termination”** means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement;

**“Commodity Hedging Disruption Event”** means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on such Commodity Contract Counterparty’s ability to hedge the commodity risk of its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any commodity hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants, the application of position limits to such Commodity Contract Counterparty, the lack of availability of hedging exemptions from applicable legal, regulatory or exchange requirements or the occurrence or existence of any other circumstance or event;

**“Commodity Index”** or **“Currency-Hedged Commodity Index”** means an Individual Commodity Index or a Composite Commodity Index, as appropriate, and **“Commodity Indices”** means all of them and in relation to a class of Commodity Securities (and the corresponding class of Commodity Contracts) means the Commodity Index specified in relation to such class in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Commodity Market Disruption Day”** means:

- (a) in respect of an Individual Commodity Index, a General Trading Day which is a Trading Day for that Individual Commodity Index on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for the Corresponding Unhedged Commodity Index, other than a day for which a substitute value for such individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;
- (b) in respect of a Composite Commodity Index, a General Trading Day which is a Trading Day in respect of each futures contract by reference to the Settlement Price for which the Corresponding Unhedged Commodity Index is calculated (in whole or in part) but on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for any such futures contract, other than a day for which a substitute value for such Composite Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

- (c) in respect of a futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a day which is a Trading Day for that futures contract and on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange on which that futures contract is traded, other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of such futures contracts are included is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;
- (d) in respect of a commodity in connection with a Commodity Index (or class of Commodity Securities), a Commodity Market Disruption Day for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of futures contracts in respect of such commodity are included is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements; or
- (e) in respect of a class of Commodity Securities, a day which is a Commodity Market Disruption Day within paragraph (a) or (b) above in respect of the Commodity Index applicable to Commodity Securities of that class;

**“Commodity Market Disruption Event”** means:

- (a) in respect of a particular Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, any of the following events:
  - (i) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or
  - (ii) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index; or
  - (iii) the Settlement Price of the Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day’s Settlement Price;
- (b) in respect of any Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to any futures contract the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to “any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index” shall be construed, in relation to a commodity comprised in a Composite Commodity Index, as references to the Lead Future or Next Future with respect to that commodity the Settlement Price of which is used in the calculation of the Corresponding Unhedged Commodity Index); and
- (c) in respect of a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or a class of Commodity Securities), any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to the futures contract in respect of that commodity the Settlement Price of which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities) (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to “any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index” shall be construed, in relation to such commodity, as references to the Lead Future or Next Future with respect to that commodity used in the calculation of that Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities)),

in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements;

**“Commodity Security”** or **“Currency-Hedged Commodity Security”** means an undated limited recourse secured debt security of the Issuer of any of the classes specified in the Trust Instrument created pursuant to and constituted by the Trust Instrument and includes Australian Dollar Commodity Securities, Euro Commodity Securities and Sterling Commodity Securities and **“Commodity Securities”** or **“Currency-Hedged Commodity Securities”** means all of them;

**“Composite Commodity Index”** means a Classic Composite Commodity Index or a Longer Dated Composite Commodity Index;

**“Compulsory Daily Pricing Number”** means, in respect of a Compulsory Redemption and a class of Commodity Securities, the number of outstanding Commodity Securities of the relevant class which, in relation to each Pricing Day on which Commodity Securities of that class are required to be priced under the relevant Facility Agreement, shall be:

- (a) if the Compulsory Redemption Number is not more than the Redemption Limit (in each case for the class), the Compulsory Redemption Number;
- (b) if the Compulsory Redemption Number is equal to or more than five times the Redemption Limit, 20 per cent. of the Compulsory Redemption Number; and
- (c) otherwise, the amount shall be the Redemption Limit on the first and on each consecutive Pricing Day thereafter except on the last Pricing Day when the amount shall be the Compulsory Redemption Number minus the sum of the Compulsory Number Priced on each preceding Pricing Day for that class in relation to that Compulsory Redemption;

**“Compulsory Number Priced”** means in respect of a Pricing Day and a class of Commodity Securities, the Compulsory Daily Pricing Number; *provided that* where the Compulsory Redemption Date is notified in accordance with Condition 8.6 the Compulsory Number Priced in respect of a class of Commodity Securities for any Pricing Day shall be reduced by the number of Commodity Securities of that class which are subject to a Redemption Form submitted in respect of that Pricing Day and, if such reduction would result in a negative number, that negative number shall be carried forward and applied to reduce the Compulsory Number Priced for the next following Pricing Day and any negative number on the last Pricing Day will be ignored;

**“Compulsory Redemption”** means a Redemption of Commodity Securities in accordance with Condition 8.12 or Condition 8.13;

**“Compulsory Redemption Date”** means a date notified in accordance with Condition 8.1, Condition 8.2, Condition 8.5, Condition 8.6, Condition 8.7 or Condition 8.8;

**“Compulsory Redemption Number”** means in respect of a Compulsory Redemption Date and a class of Commodity Securities, where such Compulsory Redemption Date is notified in accordance with:

- (a) Condition 8.1, Condition 8.2, or Condition 8.7, the total number of Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date;
- (b) Condition 8.5, *provided that* the Commodity Index relates to that class, the total number of Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date;
- (c) Condition 8.6, the number of that class of outstanding Commodity Securities in respect of which notice was given by the Issuer in accordance with Condition 8.6 (unless Condition 7.19(d) applies, in which case it means all the Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date); and



- (d) Condition 8.8, the number of Commodity Securities of that class in respect of which notice was given by the Issuer in accordance with Condition 8.8 with respect to the Security Holder in question;

“**Conditions**” means these terms and conditions on and subject to which Commodity Securities are issued;

“**Control Agreement**” means in relation to any Security Agreement the Control Agreement as defined in such Security Agreement;

“**Controller**” means, in relation to any company, a person who:

- (a) holds 10 per cent. or more of the shares in such company;
- (b) is able to exercise significant influence over the management of such company by virtue of his shareholdings in such company;
- (c) holds 10 per cent. or more of the shares in a parent undertaking of such company;
- (d) is able to exercise significant influence over the management of the parent undertaking of such company;
- (e) is entitled to exercise, or control the exercise of, ten per cent. or more of the voting power in such company;
- (f) is able to exercise significant influence over the management of such company by virtue of his voting power in such company;
- (g) is entitled to exercise, or control the exercise of, ten per cent. or more of the voting power in the parent undertaking of such company; or
- (h) is able to exercise significant influence over the management of the parent undertaking of such company by virtue of his voting rights;

“**Corresponding Unhedged Commodity Index**” in respect of any Commodity Index, means the Unhedged Commodity Index the closing settlement price level of which is used in the calculation of its closing settlement price level in accordance with the Handbook, the name of which is the same as the name of that Commodity Index with the omission of the words “Australian Dollar Hedged Daily”, “Euro Hedged Daily” or “Pound Sterling Hedged Daily” and “**corresponding**” in relation to a Commodity Index shall be construed accordingly;

“**Counterparty Event of Default**” means:

- (a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement *provided that* such breach (if capable of being rectified) is not rectified within five Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach; or
- (b) any other Counterparty Default (as defined in the relevant Facility Agreement) shall have occurred under the relevant Facility Agreement;

“**CREST**” means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & Ireland Limited;

“**Currency**” means each of the three denominations of Commodity Securities (and their corresponding Commodity Contracts) provided for in the Trust Instrument, being Australian Dollars in respect of Australian Dollar Commodity Securities, Euro in respect of Euro Commodity Securities and Pounds Sterling in respect of Sterling Commodity Securities and “**Currencies**” will be construed accordingly;

**“Default Rate”** means in respect of any Currency or US Dollars a rate per annum of interest equal to LIBOR in respect of that Currency or US Dollars (as the case may be) plus 2 per cent., compounding daily;

**“Defaulted Obligation”** means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same *provided that* if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;

**“Direct Agreement”** means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant;

**“EC Treaty”** means the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and as amended by the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997), as further amended from time to time;

**“Euro”** or **“Eur”** or **“€”** means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the EC Treaty;

**“Euro Classic Index Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Euro Classic Individual Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Euro Classic Security”** means a Euro Classic Individual Security or a Euro Classic Index Security;

**“Euro Commodity Security”** means a Euro Individual Security or a Euro Index Security;

**“Euro Index Security”** means a Euro Classic Index Security or a Euro Longer Dated Index Security;

**“Euro Individual Security”** means a Euro Classic Individual Security or a Euro Longer Dated Individual Security;

**“Euro Longer Dated Index Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Euro Longer Dated Individual Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Euro Longer Dated Security”** means a Euro Longer Dated Individual Security or a Euro Longer Dated Index Security;

**“Extraordinary Resolution”** means in respect of one or more classes of Commodity Securities either (a) a resolution passed at a meeting of the holders of the Commodity Securities of such class or classes duly convened and held in accordance with the provisions contained in the Trust Instrument and carried by a majority consisting of not less than 75 per cent. in number of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Commodity Securities of such

class or classes voting on such poll or (b) a resolution in writing of holders of the Commodity Securities of such class or classes holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of the Commodity Securities of such class or classes;

**“Facility Agreement”** means each of the agreements entitled “Facility Agreement relating to Currency-Hedged Commodity Contracts” between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder, including such an agreement (the **“MLI Facility Agreement”**) between the Issuer and MLI and such an agreement (the **“CGML Facility Agreement”**) between the Issuer and CGML;

**“Foreign Exchange Rate”** for a Commodity Index and a day in respect of which that Commodity Index is calculated and published means the rate of exchange used in the calculation of such Commodity Index for that day, expressed as a number of US Dollars per Australian Dollar, a number of US Dollars per Pound Sterling or a number of US Dollars per Euro, as the case may be and for any other day which is a Trading Day for any of the commodities comprised in the Bloomberg Commodity Index<sup>SM</sup> or comprised in any other Unhedged Commodity Index corresponding to an Individual Commodity Index, means the exchange rate for the relevant Currency sourced by the Calculation Agent for the purposes of the Facility Agreements from Bloomberg (or such other person or entity from time to time fulfilling the functions provided by it at the date of the Trust Instrument under the Handbook) using the daily 4.00 p.m. London fix rate for that day or, if the Calculation Agent is unable to so source such exchange rate, an exchange rate for that day as of 4.00 p.m. determined by the Calculation Agent for the purposes of one or more Facility Agreements, *provided that* in respect of any Commodity Index the Relevant Currency of which is the subject of an FX Market Disruption Event and for which the Calculation Agent is providing a substitute Foreign Exchange Rate for the purposes of one or more Facility Agreements, the Foreign Exchange Rate for such Commodity Index shall be the Foreign Exchange Rate so provided;

**“FCA”** means the Financial Conduct Authority of the United Kingdom and any successor thereto;

**“FSMA”** means the Financial Services and Markets Act 2000;

**“Funding Rate”** means in respect of any Currency or US Dollars a rate per annum of interest equal to LIBOR in respect of that Currency or US Dollars (as the case may be), compounding daily;

**“Further Securities”** means securities issued by the Issuer in accordance with Condition 18.1;

**“FX Hedging Disruption Event”** means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on such Commodity Contract Counterparty’s ability to hedge the currency risk of its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any currency hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants, inconvertibility, establishment of dual exchange rates or foreign exchange controls, the application of position limits to such Commodity Contract Counterparty, the lack of availability of hedging exemptions from applicable legal, regulatory or exchange requirements or the occurrence or existence of any other circumstance or event;

**“FX Market Disruption Day”** means, in relation to a Commodity Index to which a class of Commodity Securities relates or to a class of Commodity Securities, a General Trading Day which is a Trading Day for that Commodity Index, or the Commodity Index to which such class of Commodity Securities relates, (respectively) on which a FX Market Disruption Event occurs or is continuing in respect of the Relevant Currency of such class of Commodity Securities and of which the Calculation Agent has given notice to the Issuer for the purposes of one or more Facility Agreements by no later than 4.30 p.m. on that Trading Day (with notice to each Authorised Participant given as soon as reasonably practicable by email, by telephone or by

other reasonable means under the circumstances where so provided in the relevant Authorised Participant Agreement) specifying that Trading Day to be a FX Market Disruption Day in respect of such Commodity Index, *provided that*, if the Calculation Agent provides a substitute Foreign Exchange Rate in respect of a day and the Relevant Currency of such class of Commodity Securities for the purposes of one or more Facility Agreements, then such day shall not be a FX Market Disruption Day;

**“FX Market Disruption Event”** means, in respect of a Currency, an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that has had or would reasonably be expected to have a materially adverse effect on the availability of a market for converting such Currency to US Dollars (or *vice versa*), whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, inconvertibility, establishment of dual exchange rates or foreign exchange controls or the occurrence or existence of any other circumstance or event, as determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

**“FX Restriction Event”** means, in relation to any class or classes of Commodity Contract, an event, circumstance or cause that is reasonably and in good faith determined by the relevant Commodity Contract Counterparty to render it unable to Create or Cancel Commodity Contracts of such class or classes by reason of restrictions on holding the Relevant Currency or exchanging either amounts of the Relevant Currency for US Dollars or amounts of US Dollars for the Relevant Currency;

**“General Notice”** means any notice given in accordance with these Conditions other than a Pricing Notice;

**“General Trading Day”** means a “Business Day” as defined in the Handbook from time to time (and meaning as at the date of the Trust Instrument “any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent.” where “Index Commodities” has the meaning given to it in the Handbook);

**“Guarantee”** means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement;

**“Guarantor”** means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement;

**“Handbook”** means the document entitled “Index Methodology – The Bloomberg Commodity Index Family” (including its appendices) which sets out the methodology for calculation of (*inter alia*) the Bloomberg Commodity Index<sup>SM</sup> and the other Unhedged Commodity Indices and the Currency-Hedged Commodity Indices, prepared and as amended from time to time by Bloomberg;

**“Hedging Disruption Event”** means a FX Hedging Disruption Event or a Commodity Hedging Disruption Event;

**“Index Security”** means an Australian Dollar Index Security, a Euro Index Security or a Sterling Index Security and **“Index Securities”** means all of them;

**“Indicative Price”** means, in respect of a particular class of Commodity Security on a calendar day, the value calculated in accordance with Condition 5.5;

**“Individual Commodity Index”** means a Classic Individual Commodity Index or a Longer Dated Individual Commodity Index;

**“Individual Security”** means an Australian Dollar Individual Security, a Euro Individual Security or a Sterling Individual Security and **“Individual Securities”** shall be construed accordingly;

**“Insolvency Event”** means, in relation to a person other than the Issuer, such person:

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

- (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (1) to (7) (inclusive); or
- (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

**"Investment Company Act"** means the Investment Company Act of 1940 of the United States;

**"Issuer"** means ETFS Hedged Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 109413;

**"Issuer Business Day"** means a day which is both a General Trading Day and a London Business Day;

**"Issuer Insolvency Event"** means the Issuer:

- (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended;
- (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

- (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (1) to (8) (inclusive); or
- (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts,

*provided that* no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of paragraphs (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee;

**“Issuer’s Website”** means the website having the following internet address: <http://www.etfsecurities.com/hcsl> or such other internet address as may be notified to Security Holders and the Trustee by RIS announcement;

**“Jersey”** means the Island of Jersey, Channel Islands;

**“Lead Future”** means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Lead Future” (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Lead Future” (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day;

**“Liability”** means any loss, damage, cost, charge, claim, demand, expense, judgement, action, proceeding or other liability whatsoever (including, without limitation, in respect of Taxes (as defined in the Trust Instrument)) and including any VAT or similar Tax (as so defined) charged or chargeable in respect thereof and legal and professional fees and expenses on a full indemnity basis, and Liabilities shall be construed accordingly;

**“LIBOR”** means, in respect of any date of determination and any Currency or US Dollars:

- (a) the rate for overnight deposits in that Currency or US Dollars (as the case may be) which appears on the relevant Reuters page (or any successor page) as of 11.00 a.m. on the day that is two London Business Days preceding such date of determination; or
- (b) in the event of the unavailability of the relevant Reuters page (or any successor page), the rate for such determination date will be determined on the basis of the rates at which deposits in that Currency or US Dollars (as the case may be) are offered by four major banks in the London interbank market (**“Reference Banks”**) at approximately 11.00 a.m. on the day that is two London Business Days preceding the relevant determination date to prime banks in the London interbank market for overnight deposits commencing on that date and in an amount (a **“Representative Amount”**) that is representative for a single transaction in the relevant market at the relevant time. The Issuer will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for such date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for such

determination date will be the arithmetic mean of the rates quoted by major banks in New York (in respect of US Dollars), in Sydney (in respect of Australian Dollars) or in London (in respect of Euro or Sterling) (as the case may be), selected by the Issuer, at approximately 11.00 a.m., local time in New York (in respect of US Dollars), in Sydney (in respect of Australian Dollars) or in London (in respect of Euro or Sterling) (as the case may be) to leading European banks for overnight deposits commencing on the determination date and in a Representative Amount;

**“Listing”** means the admission of a particular class of Commodity Securities to the Official List in accordance with the Listing Rules and admission of a particular class of Commodity Securities to trading on the London Stock Exchange’s market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective;

**“Listing Failure”** means the refusal of the UK Listing Authority to admit to the Official List any Commodity Securities issued or to be issued under the Programme;

**“Listing Failure Date”** means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Commodity Securities in respect of which a Listing Failure has occurred;

**“Listing Rules”** means the Listing Rules of the UK Listing Authority from time to time, made under section 73A of FSMA;

**“London Business Day”** means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London;

**“London Stock Exchange”** means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require;

**“Longer Dated Commodity Security”** means an Australian Dollar Longer Dated Security, a Euro Longer Dated Security or a Sterling Longer Dated Security;

**“Longer Dated Composite Commodity Index”** means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Longer Dated Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

**“Longer Dated Individual Commodity Index”** means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Longer Dated Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

**“Market Disruption Day”** in respect of a class of Commodity Securities means a day which is a Commodity Market Disruption Day in respect of such class and/or a FX Market Disruption Day in respect of such class;

**“Market Disruption Event”** means a Commodity Market Disruption Event or a FX Market Disruption Event;

**“MLI”** means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is situated at 2 King Edward Street, London EC1A 1HQ, England and includes its successors and assignees;

**“month”** means calendar month;

**“New York Business Day”** means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York;

**“Next Future”** means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Next Future” (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity

comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Next Future” (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day;

“**Notice Deadline**” means, on an Issuer Business Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular Issuer Business Day or generally;

“**Official List**” means the official list maintained by the UK Listing Authority for the purpose of Part VI of FSMA;

“**outstanding**” means in relation to each class of Commodity Securities, all the Commodity Securities of that class issued and in respect of which there is for the time being an entry in the Register other than:

- (a) Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and
- (b) Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument,

*provided that* for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETF Securities Limited or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Commodity Securities shall be deemed not to be Security Holders;

“**Pool**” means a separate fund or pool to which Commodity Securities of a particular class are attributable;

“**Price**” means the price in the Relevant Currency determined in accordance with Condition 5 and “**Pricing**” (other than when used in the terms Pricing Date and Pricing Day) shall be construed accordingly;

“**Pricing Date**” means:

- (a) in the case of an Agreed Redemption Form, the day upon which that form is deemed to have been received by the Issuer; or
- (b) in the case of a Settlement Redemption Form, the Pricing Day upon which the Redemption Amount is determined;

“**Pricing Day**” means:

- (a) for each class of Individual Securities, a day which is a General Trading Day and which is (i) a Trading Day for the Individual Commodity Index applicable to that class of Commodity Security, and (ii) not a Market Disruption Day for that Individual Commodity Index;
- (b) for each class of Index Securities, a day which is a General Trading Day and which is (i) a Trading Day for each of the futures contracts by reference to the Settlement Price for which the Unhedged Commodity Index corresponding to the Composite Commodity Index relating to that class of Index Commodity Securities is calculated (in whole or in part), and (ii) not a Market Disruption Day for such Composite Commodity Index;
- (c) for each futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a General Trading Day which is (i) a Trading Day for that futures contract, and (ii) not a Commodity Market Disruption Day for that futures contract; or



- (d) for each commodity in connection with a Commodity Index (or class of Commodity Securities), a General Trading Day which is (i) a Trading Day for the futures contracts relating to that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), and (ii) not a Commodity Market Disruption Day for that futures contract;

**“Pricing Notice”** means a Redemption Form or a Withdrawal Notice;

**“Principal Amount”** means in respect of each Commodity Security the amount specified in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Programme”** means the programme for the issue of Commodity Securities;

**“Prohibited Benefit Plan Investor”** means any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “**Code**”) applies (collectively, “**Plans**”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity;

**“Prohibited US Person”** means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser;

**“properly authenticated dematerialised instruction”** shall bear the meaning given to it in the Regulations;

**“Property to be Assigned”** means with respect to each Authorised Participant Agreement and each Commodity Contract Counterparty:

- (a) all of the right, title, interest and benefit of the Issuer, existing now or in the future, in, to, under or in respect of the Authorised Participant Agreement as it applies as a separate agreement in relation to that Commodity Contract Counterparty in accordance with its terms; and
- (b) all other rights, moneys and property whatsoever which may from time to time at any time be derived from or accrue with respect to the Authorised Participant Agreement as it so applies including:
- (i) all of the Issuer’s rights to receive payment of any amounts which may become payable to it pursuant to the Authorised Participant Agreement or with respect to such Authorised Participant Agreement as it so applies;
  - (ii) all amounts due, payable and properly received by the Issuer pursuant to the Authorised Participant Agreement;
  - (iii) all the Issuer’s rights to serve notices and/or make demands pursuant to such Authorised Participant Agreement as it so applies and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Authorised Participant Agreement as it so applies;
  - (iv) all of the Issuer’s rights of action in respect of any breach of such Authorised Participant Agreement as it so applies; and
  - (v) all of the Issuer’s rights to receive damages or obtain other relief in respect of such Authorised Participant Agreement as it so applies;

**“Qualified Purchaser”** means a “qualified purchaser” as defined under the Investment Company Act;

**“Redemption”** means the redemption of Commodity Securities by the Issuer in accordance with these Conditions (and **“Redeem”** and **“Redeemed”** shall be construed accordingly);

**“Redemption Account”** means a bank account to receive payments of the Redemption Amount in respect of the Redemption of Commodity Securities (and matching Commodity Contracts), which account shall be:

- (a) for an Authorised Participant, the bank account notified in writing by the Authorised Participant to the Issuer, each Commodity Contract Counterparty and the Trustee from time to time;
- (b) for a Compulsory Redemption or where there are no Authorised Participants, the bank account of the Issuer secured for the benefit of the Security Holders or of the Trustee for the benefit of such Security Holders; and
- (c) otherwise, the bank account specified in the Redemption Form;

**“Redemption Amount”** means the amount payable by the Issuer to the Security Holder upon the Redemption of Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 9.5;

**“Redemption Fee”** means the fee payable by a Security Holder upon Redemption of Commodity Securities in accordance with Condition 10;

**“Redemption Form”** means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with these Conditions, as the case may be;

**“Redemption Limits”** means the limits on Redemption set out in Condition 7.6;

**“Redemption Payment Date”** means:

- (a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following the Pricing Date of that Redemption; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or
- (b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or
- (c) in the case of a Redemption in accordance with a Listing Failure, the second London Business Day following the relevant Listing Failure Date; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or
- (d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the second London Business Day following the last Pricing Date on which the Price of Currency-Hedged Commodity Securities being Redeemed was determined in accordance with these Conditions; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso;

**“Registers”** means the registers of Security Holders of each class of Commodity Securities kept and maintained by the Registrar and **“Register”** shall be construed accordingly;

**“Registrar”** means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers;

**“Regulations”** means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, *inter alia*, enable title to Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument;

**“Relevant Currency”** means, in relation to any Commodity Security, the currency in which that Commodity Security is denominated being:

- (a) in the case of an Australian Dollar Commodity Security, Australian Dollars;
- (b) in the case of a Euro Commodity Security, Euro; and
- (c) in the case of a Sterling Commodity Security, Sterling;

**“Relevant Exchange”** means:

- (a) for each Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, the futures exchange on which is traded the futures contract by reference to the prices of which that Unhedged Commodity Index is calculated;
- (b) in relation to a commodity comprised in an Unhedged Commodity Index, the futures exchange on which is traded the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index; and
- (c) in relation to a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, the futures exchange on which that futures contract is traded;

**“Relevant Market”** means:

- (a) in respect of an Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which the Corresponding Unhedged Commodity Index is calculated,
- (b) in respect of an Unhedged Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which that Unhedged Individual Commodity Index is calculated; and
- (c) in relation to a commodity comprised in an Unhedged Commodity Index, the market conducted on the Relevant Exchange for the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index;

**“Required Security Document”** means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be);

**“RIS”** means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer;

**“Secured Obligations”** means:

- (a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and
- (b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other Required Security Document;

**“Secured Property”** means (in respect of Commodity Securities of any class) all rights of the Issuer under the corresponding Facility Agreement(s), Commodity Contracts, any Security Agreement and any Guarantee, in each case to the extent that they apply to payments due in respect of Commodity Securities of that class, or any part thereof, and which are subject to the security created in favour of the Trustee pursuant to the Security Deed as it applies in respect of such class;

**“Securities Act”** means the Securities Act of 1933 of the United States;

**“Security Agreement”** means in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to, or supporting the obligations of the Commodity Contract Counterparty pursuant to, (*inter alia*) that Facility Agreement, such security agreement, and includes such an agreement (the **“MLI Security Agreement”**) between the Issuer and MLI and such an agreement (the **“CGML Security Agreement”**) between the Issuer and CGML;

**“Security Agreement Event”** means, in respect of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any event by which the security under such Security Agreement becomes enforceable;

**“Security Assignment”** means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment (if any) pertaining to that Authorised Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty;

**“Security Conditions”** means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, to the extent required pursuant to the Facility Agreement to which that Commodity Contract Counterparty is a party, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty;

**“Security Deed”** means the Security Deed dated on or about the date of the Trust Instrument between the Issuer and the Trustee and, in respect of each Pool to which a class of Commodity Securities is attributable and the corresponding class of Commodity Contracts, the same as it applies to that Pool;

**“Security Holder”** means a registered holder of Commodity Securities;

**“Settlement Failure”** means, in respect of a Redemption where the Security Holder has delivered the Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), a failure by the Issuer to pay or to procure the payment of the whole of a Redemption Amount into the relevant Redemption Account on a Redemption Payment Date;

**“Settlement Failure Date”** means, in relation to a Settlement Failure, the date on which such Settlement Failure occurred;

**“Settlement Foreign Exchange Rate”** in respect of a class of Commodity Securities denominated in a Currency and any day, means the BFIX Rate for that Currency and that day, *provided that* if for any reason such BFIX Rate is not available, the Settlement Foreign Exchange Rate shall be the rate determined by the Calculation Agent for the purposes of the Facility Agreements;

**“Settlement Price”** means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange;

**“Settlement Pricing”** has the meaning given in Condition 7.1(a);

**“Settlement Redemption Form”** means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Commodity Securities using Settlement Pricing;

**“Sterling”** or **“Pound Sterling”** or **“GBP”** or **“£”** means the lawful currency of the United Kingdom of Great Britain and Northern Ireland;

**“Sterling Classic Index Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Sterling Classic Individual Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Sterling Classic Security”** means a Sterling Classic Individual Security or a Sterling Classic Index Security;

**“Sterling Commodity Security”** means a Sterling Individual Security or a Sterling Index Security;

**“Sterling Index Security”** means a Sterling Classic Index Security or a Sterling Longer Dated Index Security;

**“Sterling Individual Security”** means a Sterling Classic Individual Security or a Sterling Longer Dated Individual Security;

**“Sterling Longer Dated Index Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Sterling Longer Dated Individual Security”** means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Currency-Hedged Commodity Securities*) to the Trust Instrument;

**“Sterling Longer Dated Security”** means a Sterling Longer Dated Individual Security or a Sterling Longer Dated Index Security;

**“tax”** means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency;

**“Theoretical Hedge Position”** means in respect of a particular futures contract, the number calculated in accordance with Condition 5.7;

**“Trading Day”** means:

- (a) for an Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which the Relevant Exchange for that Unhedged Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;
- (b) for a Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which all the Relevant Exchanges for each commodity comprised in that Unhedged Commodity Index are open for trading during their regular trading session, notwithstanding any of such Relevant Exchanges closing prior to their scheduled closing time;
- (c) for a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, a day on which the Relevant Exchange for that futures contract is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time; or
- (d) for a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or class of Commodity Securities), a Trading Day (pursuant to subparagraph (c) above) for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Unhedged Commodity Index (or the

Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities);

**“Trustee”** means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument;

**“Trustee Consent Documents”** means each Facility Agreement (but excluding the schedules to that Facility Agreement, save schedules 1, 11 and 12), Commodity Contracts created thereunder, any Guarantee and any Security Agreement (but excluding the definitions of “Eligible Collateral”, “Issuer Concentration Limit”, “Jurisdiction Limit”, “Valuation Percentage” and “Value” therein and excluding the Collateral Schedule as defined therein);

**“Trust Instrument”** means the trust instrument dated 23 February 2012, between the Issuer and the Trustee constituting Commodity Securities, and includes the schedules thereto and these Conditions;

**“UBS Securities”** means UBS Securities LLC, a Delaware limited liability company whose principal place of business is at 677 Washington Boulevard, Stamford, Connecticut 06901, United States and includes its successors;

**“UK”** or **“United Kingdom”** means the United Kingdom of Great Britain and Northern Ireland;

**“UK Listing Authority”** means the FCA in its capacity as the competent authority for the purposes of Part VI of the FSMA or any successor enactment;

**“Unacceptable Authorised Participant”** means, in respect of a Commodity Contract Counterparty, an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under that Commodity Contract Counterparty’s Facility Agreement that the Authorised Participant is to be treated as an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty;

**“Uncertificated Form”** means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST;

**“Uncertificated Notice of Meeting”** means a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of CREST;

**“Unhedged Classic Composite Commodity Index”** means the Bloomberg Commodity Index<sup>SM</sup> and each other index for a group of commodities (which may change from time to time with respect to such index), as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index<sup>SM</sup>;

**“Unhedged Classic Individual Commodity Index”** means an index for an individual commodity, as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of Bloomberg Commodity Index<sup>SM</sup>;

**“Unhedged Commodity Index”** means an Unhedged Classic Individual Commodity Index, an Unhedged Classic Composite Commodity Index, an Unhedged Longer Dated Individual Commodity Index or an Unhedged Longer Dated Composite Commodity Index;

**“Unhedged Composite Commodity Index”** means an Unhedged Classic Composite Commodity Index or an Unhedged Longer Dated Composite Commodity Index;

**“Unhedged Individual Commodity Index”** means an Unhedged Classic Individual Commodity Index or an Unhedged Longer Dated Individual Commodity Index;

**“Unhedged Longer Dated Composite Commodity Index”** means the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> and each other index for a group of commodities (which may change from time to time with respect to such index), as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>;

**“Unhedged Longer Dated Individual Commodity Index”** means an index for an individual commodity, as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>;

**“United States”** or **“U.S.”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

**“US Dollars”** or **“US\$”** means the lawful currency of the United States;

**“US Person”** means a “US person” as defined in Regulation S under the Securities Act;

**“VAT”** means value added tax;

1.2 The following rules shall apply to the interpretation of these Conditions unless the context otherwise requires:

- (a) Headings to Conditions, paragraphs, and other provisions of these Conditions are inserted for ease of reference only and shall not affect the interpretation of these Conditions.
- (b) Any reference to a person or persons includes reference to any individual, corporation, partnership, joint venture, association, public body, governmental authority or other entity.
- (c) Words in the singular shall also include the plural and vice versa.
- (d) Words in the masculine gender shall also include the feminine gender and vice versa.
- (e) Any reference to these Conditions or to any agreement or document includes a reference to these Conditions, or, as the case may be, such agreement or document, as amended, varied, novated, supplemented or replaced from time to time.
- (f) Unless otherwise indicated, any reference in these Conditions to a time is a reference to local time in London, England.
- (g) All references in these Conditions to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re enactment, and in relation to any provision of European Union law, includes such provision as incorporated or reincorporated into English law and any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.

## **2. STATUS OF COMMODITY SECURITIES**

Commodity Securities constitute undated limited recourse secured debt obligations of the Issuer secured as set out in Condition 3. The Commodity Securities of each class rank *pari passu* among themselves.

## **3. SECURITY AND LIMITED RECOURSE**

3.1 The obligations of the Issuer in respect of each class of Commodity Securities are secured pursuant to the Security Deed by a first ranking floating charge in favour of the Trustee for the Security Holders over, and by an assignment by way of security of, all the Issuer’s rights in relation to the Secured Property of that class.

3.2 The Trustee and the Security Holders of any class of Commodity Securities shall have recourse only to sums derived from the Secured Property relating to the relevant Pool. If, the Trustee (or any other secured party) having realised the same, the net proceeds are insufficient for the Issuer to make all payments which, but for the effect of this Condition, would then be due, the obligations of the Issuer will be limited to such net proceeds of realisation, neither the Trustee nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums and no debt shall be owed by the Issuer to any such person in respect of any such further sum. In particular, neither the Trustee nor any Security Holder shall be entitled to institute, nor join with any other person in bringing, instituting or joining, any bankruptcy, suspension of payments, moratorium of any indebtedness, winding-up, re-organisation,

arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in relation to the Issuer (except for the appointment of a receiver and manager pursuant to the Security Deed) for two years (or, if later, the longest suspense period, preference period or similar period (howsoever described) ending with the onset of insolvency in respect of which transactions entered into by the Issuer within such period may be subject to challenge under applicable insolvency or other proceeding) plus one day after the date on which all amounts payable under the last outstanding security of any class issued by the Issuer and constituted by the Trust Instrument are repaid, nor shall they have any claim in respect of any sum arising in respect of the Secured Property for any other Pool or any other assets of the Issuer.

#### **4. FORM AND TRANSFER**

- 4.1 Commodity Securities are in registered form and are individually transferable.
- 4.2 Commodity Securities may be held and transferred in Uncertificated Form by means of CREST in accordance with the Regulations. The Trustee may, without the consent of Security Holders, concur with the Issuer in making modifications to the provisions of the Trust Instrument in order to reflect changes in the Regulations or in the applicable law and practice relating to the holding or transfer of Commodity Securities in Uncertificated Form. A Security Holder may request that his Commodity Securities be held in Certificated Form, in which case such Commodity Securities shall be removed from CREST.
- 4.3 The Issuer shall at all times keep at its registered office, or at such other place in Jersey as the Trustee may agree, Registers showing the date of issue and all subsequent transfers and changes of ownership of all outstanding Commodity Securities and the names and addresses of the Security Holders and the persons deriving title under them. The Trustee and the Security Holders or any of them and any person authorised by any such person shall be at liberty at all reasonable times during office hours to inspect the Registers and to take (free of charge) copies of, or extracts from, the same or any part thereof. In the event of the Trustee requiring to convene a meeting of or to give any notice to, the Security Holders the Issuer shall furnish the Trustee (free of charge) with such copies of, or extracts from, the Registers as it shall require. The Registers may be closed by the Issuer for such periods and at such times (not exceeding in the whole 30 days in any one year) as it may think fit.
- 4.4 The Issuer, the Trustee and, to the extent relevant, each Security Holder, by accepting a Commodity Security, agrees to treat the Commodity Securities as equity interests in the Issuer for all U.S. federal tax purposes.

#### **5. PRICE OF COMMODITY SECURITIES**

- 5.1 The Price for the first Commodity Security of a particular class to be issued (which shall be treated as being the Price for the day on which the Creation Notice (as defined in the Facility Agreement) for the corresponding Commodity Contract is received or deemed received by the Commodity Contract Counterparty pursuant to the Facility Agreement) shall be:
- (a) in the case of Australian Dollar Commodity Securities, A\$10.0000000;
  - (b) in the case of Euro Commodity Securities, €10.0000000; and
  - (c) in the case of Sterling Commodity Securities, £10.0000000.
- 5.2 Subject to Condition 5.1, the Price for a Commodity Security of each class shall be calculated on each calendar day in accordance with Condition 5.3 below, save that:
- (a) an Indicative Price for a Commodity Security of any class shall be calculated in accordance with Condition 5.5 for any calendar day which is (i) a Commodity Market Disruption Day for Commodity Securities of that class; (ii) a day (not being a Pricing Day for that class) where the preceding day, which is both a General Trading Day and a Trading Day for the Commodity Index applicable to that class, was a Market Disruption Day for Commodity Securities of that class; or (iii) a FX Market Disruption Day for Commodity Securities of that



class, and, subject to paragraph (c) below, on each such day no Price shall be calculated for the Commodity Securities of that class;

- (b) in relation to a Commodity Security of any class, for a Pricing Day for that class where the preceding day which is both a General Trading Day and a Trading Day for the Commodity Index applicable to that class was a Market Disruption Day for Commodity Securities of that class, the Price for such day shall be calculated in accordance with Condition 5.6 below;
- (c) upon a Settlement Redemption Form being deemed received in relation to a class of Commodity Security on a Trading Day for the Commodity Index applicable to that class which is a General Trading Day but not a Pricing Day or a FX Market Disruption Day for such class then a Price shall be determined for that class in accordance with Condition 5.8 solely for the purposes of the Redemption pursuant to that Settlement Redemption Form (and, for the avoidance of doubt, that Price shall not be considered a Price for any other purpose under this Condition 5).

### Pricing

- 5.3 Subject to Condition 5.1, Condition 5.2 and 5.4, the Price of a Commodity Security of a particular class for each calendar day will be an amount (which may not be negative) expressed in the Relevant Currency and determined using the relevant Commodity Index for that class by the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$P_{i,t} = P_{i,t-1} \times \left( \frac{I_{i,t}}{I_{i,t-1}} + CA_{i,t} \right)$$

where:

$P_{i,t}$  is the Price of a Commodity Security of class  $i$  for day  $t$ ;

$P_{i,t-1}$  is the Price of a Commodity Security of class  $i$  for day  $t-1$ ;

$i$  refers to the relevant class of Commodity Security;

$t$  refers to the applicable calendar day;

$t-1$  refers to the calendar day prior to day  $t$ ;

$I_{i,t}$  is the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class  $i$  relate for day  $t$ , *provided that* if day  $t$  is not a Pricing Day for Commodity Securities of class  $i$ , then  $I_{i,t}$  will be the same as  $I_{i,t-1}$ ;

$I_{i,t-1}$  is the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class  $i$  relate for day  $t-1$ ; and

$CA_{i,t}$  is the Capital Adjustment applicable to Commodity Securities of class  $i$  and for day  $t$ , expressed as a decimal.

- 5.4 For any class of Commodity Securities, if day  $t-1$  is not a Pricing Day for that class and was not a Market Disruption Day in respect of that class then  $I_{i,t-1}$  shall be the Closing Settlement Price Level of the Commodity Index applicable to a Commodity Security of class  $i$  on the last day preceding day  $t-1$  which is both a General Trading Day and a Trading Day for that Commodity Index.

### Indicative Pricing during Market Disruptions

- 5.5 For a Commodity Security of any class, if day  $t$  is a day which is either (a) a Commodity Market Disruption Day for that class; (b) a calendar day (not being a Pricing Day for that class) and the day, which is both a General Trading Day and a Trading Day for the Commodity Index applicable to a Commodity Security of that class, preceding day  $t$  was a Market Disruption Day for that class; or (c) a FX Market Disruption Day for that class, then the Indicative Price of such Commodity Security shall be as follows:

*Calculation of Indicative Price on an initial Market Disruption Day that is a Commodity Market Disruption Day*

- (a) on a day which is not a FX Market Disruption Day in respect of that class but which is a Commodity Market Disruption Day for the Commodity Index applicable to that class and where the preceding day which is both a General Trading Day and a Trading Day for that Commodity Index was also a Pricing Day for that class (such Commodity Market Disruption Day being “**Commodity Market Disruption Day 1**”), the Indicative Price of a Commodity Security of such class shall be determined in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$IP_{i,t} = P_{i,t-1} \times \left( \frac{I_{i,t}}{I_{i,t-1}} + CA_{i,t} \right)$$

where:

$IP_{i,t}$  is the Indicative Price of a Commodity Security of class  $i$  for day  $t$ ;

$P_{i,t-1}$  is the Price of a Commodity Security of class  $i$  for day  $t-1$ ;

$i$  refers to the relevant class of Commodity Security;

$t$  refers to the applicable calendar day ( $t=1$  being Commodity Market Disruption Day 1);

$t-1$  refers to the calendar day prior to day  $t$ ;

$I_{i,t}$  is the Closing Settlement Price Level of the Commodity Index applicable to Commodity Securities of class  $i$  for day  $t$ , *provided that* if no Closing Settlement Price Level is published in respect of day  $t$ , then  $I_{i,t}$  will be the same as  $I_{i,t-1}$ ;

$I_{i,t-1}$  is the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class  $i$  relate for day  $t-1$ , *provided that* if day  $t-1$  is not a Pricing Day for Commodity Securities of class  $i$ , then  $I_{i,t-1}$  shall be the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class  $i$  relate on the immediately preceding Pricing Day; and

$CA_{i,t}$  is the Capital Adjustment applicable to Commodity Securities of class  $i$  and for day  $t$ , expressed as a decimal;

*Calculation of Indicative Price on any other calendar day that is not a FX Market Disruption Day*

- (b) on any calendar day (other than a FX Market Disruption Day in respect of the relevant class of Commodity Security) not falling within sub-paragraph (a) above for which an Indicative Price in respect of a class of Commodity Securities is required to be calculated hereunder, the Indicative Price of a Commodity Security of that class shall be determined in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$IP_{i,t} = IP_{i,t-1} \times (1 + CA_{i,t}) + \left( \sum_{u=1}^{NC} \sum_{j=1}^2 HP_{i,t-1,j}^u \times \left( \frac{WAV_{t,j}^u}{CIM_{t,j}^u} - \frac{WAV_{t-1,j}^u}{CIM_{t-1,j}^u} \right) \times \frac{1}{FX_{i,t}} \right)$$

where:

$IP_{i,t}$  is the Indicative Price of a Commodity Security of class  $i$  for day  $t$ ;

$IP_{i,t-1}$  is the Indicative Price of a Commodity Security of class  $i$  for day  $t-1$  (calculated for  $t-1$  in the same manner as for day  $t$  in accordance with sub-paragraph (a) or this sub-paragraph (b));

$i$  refers to the relevant class of Commodity Security;

$t$  refers to the applicable calendar day;

$t-1$  refers to the calendar day prior to  $t$ , *provided that* if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class  $i$  relate was a FX Market Disruption Day in respect of Commodity Securities of class  $i$ , then  $t-1$  means  $nfm$ ;

$nfm$  means the immediately preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class  $i$  relate that was not a FX Market Disruption Day in respect of Commodity Securities of class  $i$ ;

$CA_{i,t}$  is the Capital Adjustment applicable to Commodity Securities of class  $i$  on day  $t$ , *provided that* if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class  $i$  relate was a FX Market Disruption Day in respect of Commodity Securities of class  $i$ , then  $CA_{i,t}$  shall mean:

$$\sum_{\Gamma=nfm+1}^t CA_{i,\Gamma}$$

where:

$CA_{i,\Gamma}$  is the Capital Adjustment applicable to a Commodity Security of class  $i$  for day  $\Gamma$ ;

$\Gamma$  (*Gamma*) represents each calendar day from but excluding  $nfm$  until and including  $t$ ;

$NC$  means the total number of commodities in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class  $i$  relate;

$u$  is a commodity the Settlement Price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class  $i$  relate;

$j$  in relation to a commodity  $u$ , is either a Lead Future or a Next Future and where  $j=1$  it is a Lead Future and where  $j=2$  it is a Next Future;

$HP_{i,t-1,j}^u$  is the Theoretical Hedge Position for futures contract  $j$  of commodity  $u$  in respect of Commodity Securities of class  $i$  on day  $t-1$  calculated in accordance with Condition 5.7, *provided that* where day  $t-1$  is not both a Trading Day for the Commodity Index to which Commodity Securities of class  $i$  relate and a General Trading Day, then it shall be the Theoretical Hedge Position for such futures contract on the first day preceding day  $t-1$  which is both a Trading Day for such Commodity Index and a General Trading Day;

$WAV_{t,j}^u$  means the weighted value for futures contract  $j$  of commodity  $u$  on day  $t$  used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class  $i$  relate, calculated in accordance with the Handbook, *provided that* where day  $t$  is not both a Trading Day for that Commodity Index and a General Trading Day, then it shall be equal to  $WAV_{t-1,j}^u$ ;

$WAV_{t-1,j}^u$  means the weighted value for futures contract  $j$  of commodity  $u$  on day  $t-1$  used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class  $i$  relate, calculated in accordance with the Handbook, *provided that* (i) where day  $t-1$  is not both a Trading Day for that Commodity Index and a General Trading Day, then it shall be the weighted value for such futures contract on the first day preceding day  $t-1$  which is both a Trading Day for that Commodity Index and a General Trading Day; or (ii) where day  $t-1$  is a day falling within the definition of Commodity Market Disruption Day 1 in Condition 5.5(a) and on which no Closing Settlement Price Level is published for that Commodity Index, then it shall be the weighted value for such futures

contract on the first day prior to day t-1 on which a Closing Settlement Price Level is published for that Commodity Index;

$CIM_{t,j}^u$  means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u, *provided that* where day t is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be equal to  $CIM_{t-1,j}^u$ ;

$CIM_{t-1,j}^u$  means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t-1 for futures contract j of commodity u, *provided that* where day t-1 is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be equal to the Commodity Index Multiplier (as so defined) for such futures contract on the first day preceding day t-1 which is both a Trading Day for that Commodity Index and a General Trading Day; and

$FX_{i,t}$  means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day t;

#### *Calculation of Indicative Price on a FX Market Disruption Day*

- (c) on a day which is a FX Market Disruption Day in respect of a class of Commodity Securities, then the Indicative Price of any Commodity Security of such class on day t shall be equal to the Price or Indicative Price (whichever is the most recent) calculated in respect of such class on the immediately preceding day that was not a FX Market Disruption Day in respect of such class of Commodity Securities; and

#### *Cessation of calculation of Indicative Price*

- (d) the Indicative Price of a Commodity Security of any class shall cease to be calculated pursuant to paragraphs (a) to (c) above on the first day following the occurrence of the relevant Market Disruption Event(s) which both (i) is not a Market Disruption Day in respect of such class, and (ii) is a Pricing Day for that class, and the Price on such Pricing Day shall be calculated in accordance with Condition 5.6.

### **Pricing after Market Disruption Events**

- 5.6 For a Commodity Security of any class, if day t is a Pricing Day in respect of such class and the preceding General Trading Day which is a Trading Day for the Commodity Index applicable to that class was a Market Disruption Day in respect of such class, then the Price of such Commodity Security shall be determined in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$P_{i,t} = IP_{i,t-1} \times (1 + CA_{i,t}) + \left( \sum_{u=1}^{NC} \sum_{j=1}^2 HP_{i,t-1,j}^u \times \left( \frac{WAV_{t,j}^u}{CIM_{t,j}^u} - \frac{WAV_{t-1,j}^u}{CIM_{t-1,j}^u} \right) \times \frac{1}{FX_{i,t}} \right)$$

where:

$P_{i,t}$  is the Price of a Commodity Security of class i for day t;

$IP_{i,t-1}$  is the Indicative Price of a Commodity Security of class i for day t-1;

$i$  refers to the relevant class of Commodity Security;

$t$  refers to the applicable calendar day;

$t-1$  refers to the calendar day prior to day t, *provided that* if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate was a FX Market Disruption Day in respect of Commodity Securities of class i, then t-1 means *nfm*;

<i>nfm</i>	means the immediately preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate that was not a FX Market Disruption Day in respect of Commodity Securities of class i;
$CA_{i,t}$	is the Capital Adjustment applicable to Commodity Securities of class i on day t, <i>provided that</i> if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate was a FX Market Disruption Day in respect of Commodity Securities of class i, then $CA_{i,t}$ shall mean: $\sum_{\Gamma=nfm+1}^t CA_{i,\Gamma}$ where: $CA_{i,\Gamma}$ is the Capital Adjustment applicable to a Commodity Security of class i for day $\Gamma$ ; $\Gamma$ ( <i>Gamma</i> ) represents each calendar day from but excluding <i>nfm</i> until and including t;
<i>NC</i>	means the total number of commodities in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate;
$HP_{i,t-1,j}^u$	means the Theoretical Hedge Position for futures contract j of commodity u in respect of Commodity Securities of class i on day t-1 calculated in accordance with Condition 5.7, <i>provided that</i> , where day t-1 is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be the Theoretical Hedge Position for such futures contract on the first day preceding day t-1 which is both a Trading Day for the relevant Commodity Index and a General Trading Day;
<i>u</i>	is a commodity the Settlement Price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relates;
<i>j</i>	in relation to a commodity u, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;
$WAV_{t,j}^u$	means the weighted value for futures contract j of commodity u on day t used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook;
$WAV_{t-1,j}^u$	means the weighted value for futures contract j of commodity u on day t-1 used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook, <i>provided that</i> (i) where day t-1 is not both a Trading Day for that Commodity Index and a General Trading Day, then it shall be the weighted value for such futures contract on the first day preceding day t-1 which is both a Trading Day for that Commodity Index and a General Trading Day; or (ii) where day t-1 is a day falling within the definition of Commodity Market Disruption Day 1 in Condition 5.5(a) and on which no Closing Settlement Price Level is published for that Commodity Index, then it shall be the weighted value for such futures contract on the first day prior to day t-1 on which a Closing Settlement Price Level is published for that Commodity Index;
$CIM_{t,j}^u$	means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u;
$CIM_{t-1,j}^u$	means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t-1 for futures contract j of commodity u, <i>provided that</i> , where day t-1

is not a Trading Day for the Commodity Index to which Commodity Securities of class i relate but where day t-1 is a General Trading Day then it shall be equal to the Commodity Index Multiplier (as so defined) for such futures contract on the first day preceding day t-1 which is both a Trading Day for that Commodity Index and a General Trading Day; and

$FX_{i,t}$  means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day t.

### Theoretical Hedge Position

5.7 In these Conditions, the “**Theoretical Hedge Position**” in respect of a particular futures contract and commodity shall be as follows:

*Theoretical Hedge Position for a particular futures contract and commodity on a Pricing Day*

(a) the Theoretical Hedge Position for futures contract j of commodity u in respect of a Commodity Security of class i on day t on any day which is a Pricing Day for Commodity Securities of such class (or, for the purposes of paragraph (b)(ii), on any other calendar day in respect of which it is required to be calculated for such purposes) shall be the number determined in accordance with the following formula:

$$HP_{i,t,j}^u = P_{i,t} \times FX_{i,t} \times \frac{CIM_{t,j}^u \times RW_{t,j}^u}{\sum_{v=1}^{NC} \sum_{k=1}^2 WAV_{t,k}^v \times RW_{t,k}^v}$$

where:

$HP_{i,t,j}^u$  means the theoretical Hedge Position for futures contract j of commodity u in respect of a Commodity Security of class i on day t;

$i$  refers to the relevant class of Commodity Security;

$t$  refers to the applicable calendar day;

$j$  means in relation to commodity u, is either a Lead Future or a Next Future and where  $j=1$  it is a Lead Future and  $j=2$  it is Next Future;

$u$  is a commodity, the Settlement Price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate;

$P_{i,t}$  is the Price of a Commodity Security of class i on day t;

$FX_{i,t}$  means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day t;

$CIM_{t,j}^u$  means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u;

$RW_{t,j}^u$  means the roll weight applicable to futures contract j on day t in respect of commodity u, being a value of either 0, 0.2, 0.4, 0.6, 0.8 or 1 as determined in accordance with the Handbook, to be used in the calculation of the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate on the following Trading Day for the relevant Commodity Index;

$RW_{t,k}^v$  means the roll weight applicable to futures contract k on day t in respect of commodity v, being a value of either 0, 0.2, 0.4, 0.6, 0.8 or 1 as determined in accordance with the Handbook, to be used in the calculation of the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate on the following Trading Day for the relevant Commodity Index;

- $NC$  means the total number of commodities in the Unhedged Commodity Index corresponding to the Commodity Index applicable to Commodity Securities of class  $i$ ;
- $v$  means each commodity in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class  $i$  relate;
- $k$  means in relation to commodity  $v$ , is either a Lead Future or a Next Future and where  $k=1$  it is a Lead Future and  $k=2$  it is a Next Future; and
- $WAV_{t,k}^v$  means the weighted value for futures contract  $k$  of commodity  $v$  on day  $t$  used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class  $i$  relate; and

*Theoretical Hedge Position on a Commodity Market Disruption Day*

- (b) the Theoretical Hedge Position for futures contract  $j$  of commodity  $u$  in respect of a Commodity Security of class  $i$  on day  $t$  on any day which is a Commodity Market Disruption Day in respect of such class of Commodity Securities:
- (i) (in the case of a class of Commodity Securities to which a Composite Commodity Index applies) for those commodities for which such day is not a Commodity Market Disruption Day, shall be the number calculated using the formula set out in paragraph (a) above, *save that* the value  $P_{i,t}$  shall be replaced with the value of  $IP_{i,t}$  being the Indicative Price of a Commodity Security of class  $i$  for day  $t$  calculated in accordance with Condition 5.5 above; and
- (ii) for those commodities for which such day is a Commodity Market Disruption Day shall be the number determined in accordance with the following formula:

$$HP_{i,t,j}^u = HP_{i,t-1,j}^u$$

where:

$HP_{i,t,j}^u$  means the Theoretical Hedge Position for futures contract  $j$  of commodity  $u$  in respect of a Commodity Security of class  $i$  on day  $t$ ; and

$HP_{i,t-1,j}^u$  means the Theoretical Hedge Position for futures contract  $j$  of commodity  $u$  in respect of a Commodity Security of class  $i$  on day  $t-1$ , *save that* when day  $t-1$  is not both a Trading Day for the Commodity Index to which Commodity Securities of class  $i$  relate and a General Trading Day, then it shall be the Theoretical Hedge Position for such futures contract on the first day preceding day  $t-1$  which is both a Trading Day for the relevant Commodity Index and a General Trading Day.

**Redemptions during Market Disruption Days**

- 5.8 If day  $t$  is a Commodity Market Disruption Day but not a FX Market Disruption Day for the Commodity Index relating to a Commodity Security of any class, then paragraphs (b) and (c) of Condition 7.11 shall apply in respect of the Redemption of a Commodity Security of that class.
- 5.9 No Redemptions of a particular class of Commodity Securities may occur on day  $t$  if day  $t$  is a FX Market Disruption Day in respect of such class of Commodity Securities.

**Publication of Prices**

- 5.10 The Issuer has undertaken in the Trust Instrument to use its reasonable endeavours to procure that the Prices for all types of Currency-Hedged Commodity Securities are calculated as at the end of each Pricing Day for each type of Commodity Securities, to procure that any Indicative Prices are calculated as at the end of each day when required hereunder and to post its calculations of such Prices and any Indicative Prices on the Issuer's website at <http://www.etfsecurities.com/hcsl>.

## 6. CAPITAL ADJUSTMENT

The calculation of the Price at which Commodity Securities may be Redeemed includes the Capital Adjustment for each day on which the Price is calculated. The Capital Adjustment in respect of each class of Commodity Security shall be as agreed from time to time between the Commodity Contract Counterparties and the Issuer.

## 7. REDEMPTION OF COMMODITY SECURITIES BY SECURITY HOLDERS

### Redemption Entitlement

7.1 Each Commodity Security of a particular class carries the right on Redemption to payment of either:

- (a) the higher of (i) the Principal Amount for that class, and (ii) the Price of that Commodity Security on the applicable Pricing Day determined in accordance with Condition 5 (“**Settlement Pricing**”); or
- (b) where applicable, an amount determined by agreement between a Commodity Contract Counterparty and a Security Holder which is an Authorised Participant in accordance with Condition 7.15 (“**Agreed Pricing**”).

### Redemption by Authorised Participants

7.2 A Security Holder who is also an Authorised Participant may (subject as provided herein) require the Issuer to Redeem all or part of its holding of Commodity Securities by lodging with the Issuer a Redemption Form specifying either Settlement Pricing or Agreed Pricing *provided that* if at any time a Redemption Amount is due to be paid by the Issuer in respect of a Redemption to a particular Authorised Participant, the amount payable by the Issuer may be discharged in whole or in part pursuant to the set-off provisions set out in the Authorised Participant Agreement. A Settlement Redemption Form may in addition be deemed to have been lodged by an Authorised Participant with the Issuer on a Listing Failure Date in the circumstances further described in the applicable Authorised Participant Agreement.

### Redemption by Other Security Holders

7.3 A Security Holder which is not also an Authorised Participant may only require the Issuer to Redeem all or any part of its holding of Commodity Securities if either:

- (a) on any Issuer Business Day, there are no Authorised Participants, and the Security Holder submits on such day a valid Settlement Redemption Form; or
- (b) the Issuer has announced by an RIS in respect of any Issuer Business Day, or until further announcement or generally, that Redemptions by Security Holders who are not Authorised Participants will be permitted and the Security Holder submits on an Issuer Business Day a valid notice in the form prescribed for the purpose by the Issuer requesting Redemption of such Commodity Securities using Settlement Pricing. Any such announcement may be general or subject to conditions, and any notice requesting any Redemption which is not in accordance with any such conditions shall not be valid.

### Redemption Amount

7.4 The Redemption Amount with respect to a Redemption shall be the amount (expressed in US Dollars) determined as follows:

- (a) if the Redemption is effected using Settlement Pricing, an amount equal to the sum of the amounts determined in accordance with Condition 7.1 in respect of all of the Commodity Securities thereby Redeemed multiplied by the Settlement Foreign Exchange Rate for that class and the Pricing Date in respect of that Redemption; or
- (b) if the Redemption is pursuant to an Agreed Redemption Form in which an amount expressed in US Dollars is specified as the Redemption Amount, such amount; or



- (c) if the Redemption is pursuant to an Agreed Redemption Form in which an amount in the Relevant Currency is specified, an amount in US Dollars determined in the same manner (*mutatis mutandis*) as in paragraph (a) save substituting such amount in the Relevant Currency for the sum of the amounts determined in accordance with Condition 7.1(a) in respect of all the Commodity Securities thereby Redeemed.

7.5 The Issuer shall on the Redemption Payment Date in respect of any Redemption pay (or procure the payment of) the Redemption Amount in respect of that Redemption into the applicable Redemption Account.

### Redemption Limits

7.6 Commodity Securities of a particular class or classes may not be Redeemed on a day pursuant to a Settlement Redemption Form:

- (a) submitted by any Security Holder (including any Authorised Participant), to the extent that the cancellation of Commodity Contracts corresponding to the Redemption of all Commodity Securities of that class or those classes which are Redeemed on that day would exceed the sum of the Commodity Contract Counterparty Redemption Limits applicable to such cancellation on that day (such limit being the “**Redemption Limit**” for that class or those classes of Commodity Securities); or
- (b) submitted by any Authorised Participant, to the extent that the cancellation of Commodity Contracts corresponding to the Redemption of all Commodity Securities which are Redeemed on that day pursuant to Settlement Redemption Forms submitted by that Authorised Participant would exceed the sum of the Commodity Contract Counterparty Redemption Limits applicable to such cancellation on that day in respect only of those Commodity Contract Counterparties for which that Authorised Participant is an Authorised Participant (such limit being the “**Authorised Participant Redemption Limit**” for that class of Commodity Securities and that Authorised Participant).

For the purposes of this Condition, the “**Commodity Contract Counterparty Redemption Limit**” with respect to a class or classes of Commodity Securities (or in relation to any class or classes of Commodity Securities any commodities the Settlement Price of futures contracts relating to which are included in the calculation of the Corresponding Unhedged Commodity Index relating to that class or those classes of Commodity Securities) and a Commodity Contract Counterparty is the amount expressed in US Dollars agreed between the Issuer and that Commodity Contract Counterparty as the redemption limit in respect of the corresponding class or classes of Commodity Contracts (or the commodities the Settlement Price of futures contracts relating to which are included in the calculation of the Corresponding Unhedged Commodity Index relating to that class or those classes of Commodity Contracts).

7.7 For the purposes of the Redemption Limits, Redemption Forms will be dealt with in order of their actual receipt by the Issuer and, for the purpose of this Condition, Condition 7.12 shall be disregarded.

### Settlement Pricing

7.8 A Settlement Redemption Form shall be invalid:

- (a) if it does not specify a number and class of Commodity Securities to be Redeemed;
- (b) [*not used*];
- (c) for a Settlement Redemption Form lodged by an Authorised Participant, if it is received by the Issuer at any time other than between 8.00 a.m. and 6.30 p.m. on an Issuer Business Day;
- (d) if it does not specify the Redemption Account into which the Redemption Amount shall be payable;
- (e) to the extent that the number of Commodity Securities of that class or in aggregate to be Redeemed would result in a Redemption Limit being exceeded, and the relevant Commodity Contract Counterparty does (or Commodity Contract Counterparties do) not

agree or has (or have) not agreed (generally or in the particular case) to that Redemption Limit being exceeded (in which event such Settlement Redemption Form will not be capable of being invalidated under this Condition 7.8(e) in respect of the greatest number of Commodity Securities of the relevant class or classes that would not result in the Redemption Limit being exceeded);

- (f) if the Settlement Redemption Form is submitted by an Authorised Participant, and the number of Commodity Securities of that class or in aggregate to be Redeemed would result in an Authorised Participant Redemption Limit being exceeded (in which event such Settlement Redemption Form shall not be capable of being invalidated under this Condition 7.8(f) in respect of the greatest number of Commodity Securities of the relevant class that would not result in the Authorised Participant Redemption Limit being exceeded);
- (g) where notice of a Compulsory Redemption Date has been given, if the Settlement Redemption Form is received or deemed received on or after:
  - (i) where notice has been given under Condition 8.2 or (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 8.1(a), the date on which notice of the Compulsory Redemption Date was given; or
  - (ii) in any other case, the Compulsory Redemption Date;
- (h) if it is received or deemed received on or after the Compulsory Redemption Date in respect of any class of Commodity Securities, in respect of which notice has been given in accordance with Condition 8.5;
- (i) if it relates to the Redemption of Commodity Securities that are the subject of a Listing Failure; or
- (j) if it is invalid pursuant to Condition 7.19(c) or Condition 7.20(c); or
- (k) if a FX Restriction Event has occurred and is continuing and any Commodity Contract Counterparty has, by 8.00 a.m. on the relevant Issuer Business Day, given notice of that FX Restriction Event to the Issuer and each Authorised Participant and has not given notice of its cessation, in each case in accordance with the relevant Facility Agreement; or
- (l) if the day that such Settlement Redemption Form is received (or deemed received pursuant to Condition 7.12) is a FX Market Disruption Day in respect of such class of Commodity Securities,

and, save as provided in Condition 7.8(f), no Commodity Securities of the relevant class shall be Redeemed in respect of or under that Settlement Redemption Form.

- 7.9 If the Issuer considers that a purported Settlement Redemption Form is invalid, it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible. The Issuer shall not be obliged to Redeem pursuant to a Settlement Redemption Form any Commodity Securities where the relevant Commodity Contract Counterparty has not confirmed a corresponding Commodity Contract Termination in accordance with the provisions of the relevant Facility Agreement.
- 7.10 If the Issuer in its absolute discretion considers it necessary or desirable to do so in relation to any Settlement Redemption Form for the purpose of arranging (in aggregate) corresponding Commodity Contract Terminations in accordance with two or more Facility Agreements or to enable such Settlement Redemption Form to be settled in part in accordance with Condition 12 (*Satisfaction of Redemption Forms by Transfer*), or both, the Issuer may determine that the Settlement Redemption Form be deemed to comprise two or more deemed Settlement Redemption Forms, such deemed Settlement Redemption Forms relating to, in aggregate, the same numbers and class of Commodity Securities as those to which the original Settlement

Redemption Form related; and these Conditions shall apply to such deemed Settlement Redemption Forms accordingly. If the Issuer determines to exercise its right to deem a Settlement Redemption Form to comprise two or more deemed Settlement Redemption Forms it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible.

- 7.11 If a Settlement Redemption Form in relation to a class of Commodity Securities is deemed received by the Issuer prior to the Notice Deadline on an Issuer Business Day (“Day 1”):
- (a) if Day 1 is a Pricing Day for the class of Commodity Securities to be Redeemed pursuant to that Settlement Redemption Form, all those Commodity Securities will be Priced on Day 1 (and that day shall be the Pricing Date for such class of Commodity Securities);
  - (b) if Day 1 is for a particular class of Commodity Securities neither a Pricing Day for such class of Commodity Securities nor a Trading Day for any of the commodities by reference to the Settlement Prices for which the Corresponding Unhedged Commodity Index relating to the class of Commodity Securities to which the Settlement Redemption Form relates is calculated, then:
    - (i) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Issuer Business Day, cancel the Settlement Redemption Form, and where such a Withdrawal Notice is given no Commodity Securities shall be Redeemed in respect of or under that Settlement Redemption Form; and
    - (ii) if no notice is issued under Condition 7.11(b)(i) then such Commodity Securities shall be Priced in accordance with Condition 7.11(c);
  - (c) if Day 1 is a Pricing Day for one or more but not all futures contracts by reference to the Settlement Price for which the Unhedged Commodity Index corresponding to the Commodity Index relating to a Commodity Security of class *i* relates is calculated (in whole or in part) then that Commodity Security will not be Priced until the next General Trading Day on which each such futures contract has had one or more Pricing Days (which are not FX Market Disruption Days in respect of the Relevant Currency in relation to Commodity Securities of class *i*). In such circumstances or if this Condition 7.11(c) applies pursuant to Condition 7.11(b)(ii), the Price of a Commodity Security of that class for a Settlement Redemption Form deemed received on Day 1 will be an amount (which may not be negative) expressed in the Relevant Currency calculated (to seven places of decimals with 0.00000005 rounded upwards) in accordance with the following formula:

$$P_{i,t} = IP_{i,t} \times \left( 1 + \sum_{\Gamma=t}^{IPD-1} CA_{i,\Gamma+1} \right) + \sum_{w=1}^{ND} \sum_{\tau=t}^{CPD^{w-1}2} \sum_{j=1}^{HP_{i,\tau,j}^w} \left( \frac{WAV_{\tau+1,j}^w}{CIM_{\tau+1,j}^w} - \frac{WAV_{\tau,j}^w}{CIM_{\tau,j}^w} \right) \times \frac{1}{FX_{i,\tau+1}}$$

where:

- $P_{i,t}$  is the Price of a Commodity Security of class *i* for day *t*;
- $IP_{i,t}$  is the Indicative Price (determined in accordance with Condition 5.5) of a Commodity Security of class *i* for day *t*;
- i* refers to the relevant class of Commodity Security;
- t* refers to the applicable calendar day (Day 1);
- IPD* represents the ‘Index Pricing Day’, which is defined as the day upon which the relevant Commodity Security is Priced, being the General Trading Day on which each futures contract by reference to the Settlement Price for which the relevant Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class *i* is calculated has had at least one Pricing Day (which is not a FX Market Disruption Day in respect of the Relevant Currency in relation to Commodity Securities of class *i*) from and including day *t*;

- IPD-1* refers to the calendar day prior to IPD;
- $CA_{i, \Gamma+1}$  is the Capital Adjustment applicable to Commodity Securities of class i on day  $\Gamma+1$ ;
- $\Gamma$  (*Gamma*) represents each calendar day from and including t until and including IPD-1;
- $\tau$  (*Tau*) means each calendar day from and including t until and including CPD<sup>w-1</sup>;
- ND* means the 'Number of Disrupted commodities', being defined as the number of commodities represented in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate which are the subject of a Commodity Market Disruption Event on Day 1;
- w* is a commodity the settlement price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate which is subject to a Commodity Market Disruption Event on Day 1;
- CPD<sup>w</sup>* represents the 'Commodity Pricing Day' which is defined as the first calendar day following Day 1 which is a Pricing Day (but not a FX Market Disruption Day in respect of the Relevant Currency in relation to Commodity Securities of class i) for commodity w;
- CPD<sup>w-1</sup>* refers to the calendar day prior to *CPD<sup>w</sup>*;
- j* in relation to a commodity w, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;
- $HR_{i, \tau, j}^w$  means the Theoretical Hedge Position (determined in accordance with Condition 5.7) for futures contract j of commodity w in respect of Commodity Securities of class i on day  $\tau$ ;
- $WAV_{\tau+1, j}^w$  means the weighted value for futures contract j of commodity w on day  $\tau+1$  used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook, *provided that* where day  $\tau+1$  is not a General Trading Day or where day  $\tau+1$  is a FX Market Disruption Day, then it shall be equal to  $WAV_{\tau, j}^w$ ;
- $WAV_{\tau, j}^w$  means the weighted value for futures contract j of commodity w on day  $\tau$  used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook, *provided that* where day  $\tau$  is not a General Trading Day or where day  $\tau$  is a FX Market Disruption Day, then it shall be the weighted value for such futures contract on the General Trading Day preceding day  $\tau$ ;
- $CIM_{\tau, j}^w$  means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day  $\tau$  for futures contract j of commodity w, *provided that* where day  $\tau$  is not a General Trading Day or where day  $\tau$  is a FX Market Disruption Day, then it shall be equal to the Commodity Index Multiplier (as so defined) for such futures contract on the first General Trading Day prior to day  $\tau$ ;
- $CIM_{\tau+1, j}^w$  means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day  $\tau+1$  for futures contract j of commodity w, *provided that* where day  $\tau+1$  is not a General Trading Day or where day  $\tau+1$  is a FX Market Disruption Day, then it shall be equal to  $CIM_{\tau, j}^w$ ; and
- $FX_{i, \tau+1}$  means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day  $\tau+1$ , *provided that* where day  $\tau+1$  is a FX Market Disruption Day then  $FX_{i, \tau+1}$  shall be equal to 1;
- (d) where Condition 7.11(c) applies, the Pricing Date in respect of the Settlement Redemption Form relating to the Commodity Securities concerned will be the next General Trading Day

after Day 1 on which each futures contract by reference to the Settlement Price for which the relevant Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of the relevant class relate is calculated has had one or more Pricing Days (which are not FX Market Disruption Days in respect of the Relevant Currency in relation to Commodity Securities of class i);

- (e) where Condition 7.11(c) applies:
- (i) in relation to a Settlement Redemption Form delivered by an Authorised Participant, at any time prior to a Pricing being completed in accordance with Condition 7.11(c) the relevant Commodity Contract Counterparty and the relevant Authorised Participant may agree a Price and applicable Pricing Date in lieu of that which would be determined in accordance with Condition 7.11(c) and notify that Price and applicable Pricing Date jointly to the Issuer in such form as the Issuer may reasonably require. Such joint notification shall be conclusive evidence that the relevant Commodity Contract Counterparty and the relevant Authorised Participant have agreed a Price and applicable Pricing Date which shall apply in lieu of that which would be determined in accordance with Condition 7.11(c);
  - (ii) if a Price has not been determined in accordance with Condition 7.11(c) or sub-paragraph (i) by the end of the fourth General Trading Day following Day 1 then, either the relevant Authorised Participant or the Issuer, by notice to the other given in the same manner as for a Pricing Notice, may elect that the Price should instead be determined in the manner provided in the following sub-paragraphs. Any such notice must, to be valid, be given between 8.00 a.m. and 6.30 p.m. (in the case of notice given by the relevant Authorised Participant) or 7.00 p.m. (in the case of notice given by the Issuer) on an Issuer Business Day. Any such notice which is received by the Issuer or the relevant Authorised Participant on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. (in the case of notice given by the relevant Authorised Participant) or 7.00 p.m. (in the case of notice given by the Issuer) shall be deemed to be received by the Issuer or the relevant Authorised Participant (as the case may be) at 8.00 a.m. on the following Issuer Business Day, unless the Issuer or the relevant Authorised Participant (as the case may be) agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer or the relevant Authorised Participant (as the case may be) prior to the Notice Deadline. The giving of any notice pursuant to this sub-paragraph (ii) shall not prevent the relevant Commodity Contract Counterparty and the relevant Authorised Participant from agreeing a Price and Pricing Date in accordance with sub-paragraph (i) above in which case such Price and applicable Pricing Date shall apply in lieu of that which would be determined in accordance with the following sub-paragraphs;
  - (iii) if a notice is given pursuant to sub-paragraph (ii) above the Calculation Agent shall calculate in good faith and in a commercially reasonable manner a Price as at the close of business on the Issuer Business Day on which such notice was deemed given using the formula set out in Condition 7.11(c) and, for each relevant futures contract for which a Commodity Market Disruption Event would (but for this paragraph (e)) have prevented the determination of the Price hereunder, a fair market value for such futures contract determined using the principles set out in Condition 14.3 and shall notify the same to the Issuer, the relevant Authorised Participant and the relevant Commodity Contract Counterparty; and
  - (iv) if by 6.30 p.m. on the Issuer Business Day following notification by the Calculation Agent to the Issuer and the relevant Authorised Participant of any determination made by the Calculation Agent pursuant to sub-paragraph (iii) above either the Issuer or the relevant Authorised Participant notifies the relevant Commodity Contract Counterparty that it requires the appointment of a leading dealer in commodity derivatives as substitute calculation agent (a “**Substitute Calculation Agent**”) to determine the fair market values for any futures contract for which a Commodity Market Disruption Event would (but for this paragraph (e)) have prevented the determination of the Price hereunder in accordance with this

paragraph and the Price, then (unless agreement is reached otherwise in accordance with sub-paragraph (i) above) each of the Issuer, the relevant Authorised Participant and the relevant Commodity Contract Counterparty shall, in the absence of manifest error, be bound by a determination made by the Substitute Calculation Agent of such fair market values and Price. Any Substitute Calculation Agent shall be appointed jointly by relevant Authorised Participant and the relevant Commodity Contract Counterparty or, at the request of either, by the Issuer. Any Substitute Calculation Agent, if it is an Authorised Participant, shall be independent of the Creation concerned and shall itself have no similar transactions with the Issuer awaiting Pricing in accordance with provisions of its Authorised Participant Agreement analogous to Condition 7.11(c). The Issuer shall not be obliged to appoint any Substitute Calculation Agent hereunder unless it is indemnified and/or secured to its reasonable satisfaction against any liabilities to which it may thereby render itself liable. In performing its duties under this paragraph any Substitute Calculation Agent shall calculate such fair market values and Price in good faith and in a commercially reasonable manner and shall calculate such Price as at the close of business on the Issuer Business Day on which the notice under sub-paragraph (ii) above was deemed given using the formula set out in Condition 7.11(c) and, for each relevant futures contract for which a Commodity Market Disruption Event would (but for this paragraph (e)) have prevented the determination of the Price hereunder, a fair market value for such futures contract using the principles set out in Condition 14.3 and the applicable reported settlement prices for all other relevant futures contracts. The Substitute Calculation Agent shall assume, without enquiry, that any determination by the original Calculation Agent as to whether a Commodity Market Disruption Event in relation to any futures contract has occurred is correct and shall be bound by any such determination. Accordingly the role of the Substitute Calculation Agent shall be limited to the determination of the relevant fair market values and the Price consequent upon such determinations. The Substitute Calculation Agent shall have no liability or responsibility to the parties for any error or omission in making any determination in connection with this paragraph.

- 7.12 A Settlement Redemption Form which is received by the Issuer on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. shall be deemed to be received by the Issuer at 8.00 a.m. on the following Issuer Business Day, unless the Issuer agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer prior to the Notice Deadline.
- 7.13 Within one Issuer Business Day after the last Pricing Date in respect of any Settlement Redemption Form, the Issuer shall notify the relevant Security Holder of the Redemption Amount payable in respect of that Settlement Redemption Form, determined as provided above.
- 7.14 The Issuer may change or vary the procedures for the lodgement of Settlement Pricing Forms and these Conditions shall be modified in respect of Redemptions using Settlement Pricing to the extent of any such change or variation.

#### **Agreed Pricing**

- 7.15 A Commodity Contract Counterparty and an Authorised Participant may submit an Agreed Redemption Form to the Issuer (either jointly, or in separate notices). An Agreed Redemption Form is conclusive evidence that the Commodity Contract Counterparty and the Authorised Participant have agreed upon:
- (a) the Redemption by the Issuer of a number and class of Commodity Securities specified in the notice(s); and
  - (b) either:
    - (i) the amount expressed in US Dollars which is the Redemption Amount for those Commodity Securities; or

- (ii) an amount expressed in the Relevant Currency which when expressed in US Dollars in accordance with paragraph (c) of Condition 7.4 will be the Redemption Amount for those Commodity Securities.
- 7.16 If a Commodity Contract Counterparty and an Authorised Participant purport to send an Agreed Redemption Form by separate notices:
- (a) which are inconsistent with one another in relation to any of the items referred to in Condition 7.18(a), 7.18(b) or 7.18(c); or
  - (b) one of which is invalid under Condition 7.18,
- those notices shall not constitute a valid Agreed Redemption Form and the Issuer shall reject the notices and advise that Commodity Contract Counterparty and that Authorised Participant accordingly.
- 7.17 Where an Agreed Redemption Form is submitted by separate notices from the Authorised Participant and a Commodity Contract Counterparty, the Issuer shall be deemed to have received the Agreed Redemption Form at the time that it is deemed to receive the second of the two notices.
- 7.18 An Agreed Redemption Form shall be invalid in the circumstances specified in Condition 7.20(c) or if it does not set out:
- (a) the number and class of Commodity Securities to be Redeemed;
  - (b) an amount as specified in paragraph (b) of Condition 7.15(b); and
  - (c) the Redemption Payment Date for that Redemption, which shall be not earlier than two London Business Days following the day on which the Agreed Redemption Form is deemed received by the Issuer.

### **Suspension of Redemptions**

- 7.19 If the Price of a class of Commodity Security falls below its Principal Amount, the Issuer may at any time and from time to time while the Price in relation to such class is below such Principal Amount determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) and, subject as provided in this Condition 7.19, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:
- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;
  - (b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days, and may continue thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, in which event the suspension will cease when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution;
  - (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition shall be invalid; and
  - (d) if the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition as at 6.30 p.m. on the second Issuer Business Day prior to a Compulsory Redemption Date for that class pursuant to Condition 8.6, then

notwithstanding that a number of Commodity Securities of that class may have been specified pursuant to that Condition which is not all of those Commodity Securities, such Compulsory Redemption Date shall be a Compulsory Redemption Date for all of the Commodity Securities of that class.

7.20 If the Issuer is considering exercising its power under Condition 18.3 to divide any Pool, or has determined to exercise such power, it may determine to suspend the right to Redeem the Commodity Securities of the class attributable to such Pool under Condition 7.1(a) and Condition 7.1(b) and, subject as provided in this Condition 7.20, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;
- (b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days but (without prejudice to Condition 8.4) shall terminate when either the Issuer has determined to divide such Pool and such division has become effective or the Issuer has announced via an RIS that it has determined not to divide such Pool; and
- (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form or Agreed Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class is suspended pursuant to this Condition shall be invalid.

7.21 If the Calculation Agent for the purposes of one or more Facility Agreements notifies the Issuer pursuant to that Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) that it has determined that as a result of the application in the United Kingdom of "*Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds*" any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, the Issuer may determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) and, subject as provided in this Condition 7.21, may terminate any such suspension at its discretion. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;
- (b) any such suspension may continue in the discretion of the Issuer for a period of up to 90 days; and
- (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition shall be invalid.

## **8. COMPULSORY REDEMPTION BY THE ISSUER OR TRUSTEE**

### **Compulsory Redemption on Termination**

8.1 The Issuer may at any time (upon not less than seven days' notice in the case of (a) below and upon not less than thirty days' notice in the case of (b) below) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities, or all Commodity Securities of any one or more class, if:



- (a) notice is given by either party thereto terminating a Facility Agreement or nominating a compulsory pricing date thereunder in respect of all Commodity Contracts created thereunder; or
- (b) the Issuer elects to Redeem all Commodity Securities, or all Commodity Securities of any one or more class,

*provided that* a notice given under paragraph (b) may be withdrawn until the date not later than seven days prior to the date nominated to be the Compulsory Redemption Date so long as there remains in effect at least one Facility Agreement pursuant to which subsequent to that date Commodity Contracts of the same class as such Commodity Securities may be created.

8.2 If a Counterparty Event of Default or an Issuer Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the affected Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured and/or funded to its satisfaction, give notice to the Issuer that all the affected Commodity Securities outstanding are required to be Redeemed and nominating an Issuer Business Day falling not less than 20 London Business Days (or two London Business Days in the case of an Issuer Insolvency Event) from the giving of such notice to be a Compulsory Redemption Date, and for this purpose “affected Commodity Securities” means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.

8.3 If a Compulsory Redemption Date is nominated by the Issuer pursuant to Condition 8.1(a) in relation to any Commodity Securities following notice having been given by the Issuer to terminate a Facility Agreement or to nominate a compulsory pricing date thereunder by reason of a Counterparty Event of Default and, prior to the Compulsory Redemption Date, the Issuer has either:

- (a) determined to divide a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable by allocating all such Commodity Contracts to the New Pool in accordance with Condition 18.3; or
- (b) announced by an RIS its intention to do so or that it is considering doing so,

the Issuer may determine that the Redemption pursuant to Condition 8.1(a) shall not apply to the Commodity Securities attributable to that Pool but shall apply (*mutatis mutandis*) to the New Commodity Securities attributable to such new Pool and otherwise on the basis of this Condition 8. If in the case of paragraph (b) such division shall not have become effective within 30 days of such announcement, this Condition shall cease to have effect. The Issuer shall give notice of any determination made pursuant to this Condition 8.3 via an RIS as soon as practicable, but failure to give any such notice shall not prevent the exercise of its powers hereunder.

8.4 If a Facility Agreement has been terminated, or notice of a compulsory pricing date thereunder by reason of a Counterparty Event of Default has been given, then no further Redemption Forms in respect of Commodity Securities attributable to a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable, given on or after the date of such termination or given or deemed given after the date of such notice shall be effective unless and until whichever occurs earlier of:

- (a) the Issuer has determined to divide such Pool as referred to in Condition 8.3 and such division has become effective; and
- (b) if the Issuer has announced by an RIS that Redemption Forms given after, or on or after, the date specified in such announcement will be effective, the date determined in accordance with such announcement. Any such announcement may be general or subject to conditions and any Redemption Form which would not be effective in the absence of such announcement shall not be effective if it is not in accordance with such conditions.

### **Compulsory Redemption due to Index Disruption**

8.5 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if:

- (a) a Commodity Index which relates to that class of Commodity Securities is no longer calculated and published in accordance with the Handbook and the Calculation Agent gives notice to the Issuer under a Facility Agreement of its intent to discontinue calculation and notification of that Commodity Index to the Issuer under that Facility Agreement; or
- (b) non-calculation or non-publication of a Commodity Index which relates to that class of Commodity Securities for any reason continues for a continuous period of thirty days, and a Commodity Contract Counterparty and the Issuer are unable to reach agreement on a permanent replacement mechanism or amendments to the relevant Facility Agreement to give effect to that mechanism.

8.5A The Issuer may at any time (upon not less than two Business Days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a), is suspended pursuant to Condition 7.21 for at least 30 calendar days.

### **Compulsory Redemption due to Hedging Disruption**

8.6 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for a particular class of Commodity Securities, if as a consequence of a Hedging Disruption Event a Commodity Contract Counterparty or any of its Affiliates is required by law or by the order of a regulatory authority having jurisdiction to close or reduce hedging positions (if any) which a Commodity Contract Counterparty (acting reasonably) attributes to the hedging of its obligations in connection with the relevant Facility Agreement or Commodity Contracts of the same class. Any such notice may specify a number of Commodity Securities (which may not be all of those Commodity Securities) to be redeemed in consequence of such notice and if in relation to any particular class of Commodity Securities the Issuer does not redeem all the outstanding Commodity Securities they will be redeemed in accordance with Condition 8.12 *pro rata* to holdings on the relevant Register as at the Compulsory Redemption Date. Any nomination of a Compulsory Redemption Date by the Issuer under this Condition 8.6 in relation to less than all of the Commodity Securities of a particular class is subject to Condition 7.19.

### **Compulsory Redemption on a fall in the Price relative to the Principal Amount**

8.7 If on any Pricing Day the Price of any class of Commodity Security falls to 2.5 times the Principal Amount of such Commodity Security or below, the Issuer may at any time, for so long as the Price continues to be less than 2.5 times the Principal Amount of such Commodity Security and during the period 60 days thereafter, upon not less than 2 days' notice by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date in respect of that class of Commodity Security and subject to Condition 3.2 investors will receive a sum on such Compulsory Redemption calculated in accordance with Condition 8.12. The right to nominate an Issuer Business Day to be a Compulsory Redemption Date to this Condition 8.7 shall cease if an Extraordinary Resolution is passed which has the effect of reducing the Principal Amount to a level less than two-fifths of the Price, but this is without prejudice to any subsequent nomination pursuant to this Condition if on any Pricing Day the Price of that class of Commodity Security falls to 2.5 times the Principal Amount (as so reduced) of such Commodity Security or below.

### **Compulsory Redemption for cause**

- 8.8 The Issuer may, in its absolute discretion, at any time by written notice to a Security Holder nominate an Issuer Business Day (being not less than seven General Trading Days and not more than fourteen General Trading Days following the date of the notice) to be a Compulsory Redemption Date in respect of Commodity Securities held by that Security Holder, if:
- (a) the Issuer required the Security Holder in accordance with Condition 13 to certify whether or not it is a Prohibited Benefit Plan Investor and (i) the Security Holder did not by the date specified in the notice given under Condition 13 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited Benefit Plan Investor; or
  - (b) the Issuer required the Security Holder in accordance with Condition 13 to certify whether or not it is a Prohibited US Person and the (i) Security Holder did not by the date specified in the notice given under Condition 13 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited US Person; or
  - (c) the Issuer considers (in its sole discretion) (i) that such Commodity Securities are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country or by virtue of which such person is not qualified to own those Commodity Securities, or (ii) that the ownership or holding or continued ownership or holding of those Commodity Securities (whether on its own or in conjunction with any other circumstance appearing to the Issuer to be relevant) would, in the reasonable opinion of the Issuer, cause a pecuniary or tax disadvantage to the Issuer or any other Security Holders which it or they might not otherwise have suffered or incurred,

*provided that* if the relevant Security Holder in the case of sub-paragraph (a)(i) or (b)(i) so failed to provide such a certification, or in the case of sub-paragraph (a)(ii) or (b)(ii) certified that it is a Prohibited Benefit Plan Investor or a Prohibited US Person, in each case in respect of some only of the Commodity Securities held by it, a notice given by the Issuer under this Condition shall relate only to those Commodity Securities (and not any other Commodity Securities held by that Security Holder).

- 8.9 If a Security Holder which is the subject of a notice under Condition 8.8 provides to the Issuer prior to the Notice Deadline proof required by the Issuer that its Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Commodity Securities referred to in that notice shall not be redeemed under these Conditions.
- 8.10 If a Security Holder which is the subject of a notice under Condition 8.8 does not provide to the Issuer prior to the Notice Deadline proof required by the Issuer that its Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Commodity Securities referred to in that notice shall not be capable of being transferred by that Security Holder and the Issuer shall not be required to register any purported transfer of those Commodity Securities.
- 8.11 The Issuer shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Condition 8. The exercise of the powers conferred by this Condition 8 shall not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership or holding of the Commodity Securities, or any other grounds save that such powers shall have been exercised in good faith.

### **Compulsory Redemptions**

- 8.12 Where a Compulsory Redemption Date is notified in accordance with these Conditions other than pursuant to Condition 8.8, in respect thereof:
- (a) the Issuer shall, no later than 8.00 a.m. on the Compulsory Redemption Date, by RIS announcement publish the Compulsory Daily Pricing Number of Commodity Securities of each relevant class to be priced on successive Pricing Days for each class commencing on the Compulsory Redemption Date;

- (b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced for each class of Commodity Securities to which the Compulsory Redemption Date relates shall be priced until Commodity Securities of that class (including, in the case of a Compulsory Redemption Date notified in accordance with Condition 8.6, all those Commodity Securities that have previously been deducted from the Compulsory Daily Pricing Number for that class pursuant to the proviso contained in the definition of “Compulsory Number Priced” in connection with that Compulsory Pricing Date) in a number equal to the Compulsory Redemption Number for that class have been priced;
- (c) on the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Commodity Securities in question into an appropriate CREST account or otherwise delivering such Commodity Securities to the Issuer by agreement with the Issuer) pay into the appropriate Redemption Account(s)
  - (i) the aggregate amount being the sum, for each of the Compulsory Pricing Date and any such required successive Pricing Day for each relevant class, of the Prices or, if higher in each case but not in aggregate (but subject to Condition 3.2), the Principal Amounts of all Commodity Securities of that class thereby priced on such day multiplied by the Settlement Foreign Exchange Rate for Commodity Securities of that class and that day together with
  - (ii) an amount equivalent to interest thereon calculated at the rate of the Capital Adjustment then prevailing, in each case from the second London Business Day following the Pricing Day on which that Price was determined (*provided that* if either that day or the preceding London Business Day is not also a New York Business Day then from the Business Day next following the day from which it would have been calculated but for this proviso) until and including the Redemption Payment Date;
- (d) each Redemption Account shall be credited with the relevant Security Holder’s *pro rata* share of the aggregate amount in (i) of Condition 8.12(c) (and the Issuer shall be under no obligation to make payment of the amount so priced until that amount shall have been determined); and
- (e) upon payment in full of that amount all such Commodity Securities which were so priced shall be cancelled.

8.13 Where a Compulsory Redemption Date is notified to a Security Holder in accordance with Condition 8.8:

- (a) the Redemption Amount with respect to such Redemption shall be the amount equal to the sum, for each of the Compulsory Redemption Date and any required successive Pricing Day as provided in paragraph (b), of the Prices for the relevant Commodity Securities multiplied by the Settlement Foreign Exchange Rate for Commodity Securities of the relevant class and that day, determined in accordance with paragraph (b);
- (b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced of each class of Commodity Securities shall be priced until Commodity Securities of that class in a number equal to the Compulsory Redemption Number for that class have been priced; and
- (c) within three Business Days of the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Commodity Securities in question into an appropriate CREST account or otherwise delivering such Commodity Securities to the Issuer in such manner as may be agreed by the Issuer or otherwise all such Commodity securities being cancelled to the satisfaction of the Issuer) pay into the appropriate Redemption Account(s) the Redemption Amount.

## 9. SETTLEMENT OF REDEMPTION AMOUNTS

9.1 Where a Redemption Form has been given for the Redemption of Commodity Securities, the Security Holder which holds those Commodity Securities which are the subject of that Redemption must deposit the Commodity Securities in question into an appropriate CREST account and give correct delivery versus payment instructions in accordance with the Redemption Notice if they were in Uncertificated Form, or otherwise deliver the Commodity Securities to be Redeemed and any certificates representing them to the Issuer in such manner

as the Issuer may agree if they are in Certificated Form. Once a valid Redemption Form is given in respect of Commodity Securities, unless the Redemption Form is validly withdrawn (in accordance with Condition 7.11(b)(i)) the Commodity Securities in respect of which it was given may not be transferred by the Security Holder (except to the Issuer), and the Issuer may refuse to recognise any subsequent transfer of any of those Commodity Securities.

- 9.2 Failure by a Security Holder to deposit those Commodity Securities into an appropriate CREST account and give correct delivery versus payment instructions shall not invalidate the Redemption of those Commodity Securities. Where settlement of a Redemption of Commodity Securities is delayed due to the failure of the Security Holder to deposit the Commodity Securities in question into an appropriate CREST account or give correct delivery versus payment instructions or otherwise deliver such Commodity Securities and any certificates representing them in a manner agreed by the Issuer, the Security Holder shall not be entitled to any interest on the Redemption Amount after the Redemption Payment Date. If the Security Holder fails to deliver such Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), the Issuer shall be entitled to pay the Redemption Amount in respect thereof into the Trustee's Redemption Account (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Commodity Securities.
- 9.3 Where Commodity Securities are Redeemed in accordance with Condition 8, the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) into the applicable Redemption Account to cancel the entry in the Register in respect of those Commodity Securities being Redeemed.
- 9.4 Save to the extent that the proviso to Condition 7.2 applies, payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 10) into the applicable Redemption Account on the Redemption Payment Date is in full satisfaction of all liability which the Issuer has to Security Holders in respect of the Commodity Securities which have been Redeemed.
- 9.5 The Issuer may, at any time, notify a Security Holder that a Commodity Contract Counterparty may have to withhold or deduct from a payment for a Commodity Contract Termination that corresponds to any Redemption by that Security Holder an amount for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Commodity Securities that may allow the Commodity Contract Counterparty to make such payment without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer and the relevant Commodity Contract Counterparty by the relevant Security Holder or, if it is not the beneficial owner of Commodity Securities held by such Security Holder and which are to be redeemed, by such beneficial owner, then any such payment will be reduced (and the matching obligation of the Issuer to pay any Redemption Amount to that Security Holder will also be reduced) by the amount of the withholding or deduction. If there is more than one Commodity Contract Counterparty, the Issuer shall not be under any obligation to select the Commodity Contract Counterparty to whom the Commodity Contract Termination relates with a view to minimising or avoiding any such withholding or deduction or otherwise and shall have no liability to Security Holders in respect of any such selection or otherwise in relation to any such withholding or deduction.
- 9.6 The Redemption of Commodity Securities by the Issuer pursuant to the occurrence of a Listing Failure, and delivery of Commodity Securities by an Authorised Participant in connection therewith, shall be effected in accordance with the procedures set out in the applicable Authorised Participant Agreement.
- 9.7 The Issuer may give such directions to the Security Holder as appear to the Issuer to be necessary to enable the settlement of any payment or delivery to be made by it pursuant to this Condition.

## **10. REDEMPTION FEE**

- 10.1 Subject as provided below, it is a condition to the performance by the Issuer of the obligation to Redeem Commodity Securities that the Issuer may deduct the Redemption Fee from the Redemption Amount and that if it does not the Security Holder of such Commodity Securities shall pay to the Issuer the Redemption Fee in respect of such Redemption in accordance with this Condition 10. The Issuer may offset the amount of the Redemption Fee payable hereunder against the Redemption Amount payable to the Security Holder.
- 10.2 On a Redemption of Commodity Securities at the request of an Authorised Participant, the Redemption Fee shall be the amount agreed in the relevant Authorised Participant Agreement to be payable, or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption, regardless of the number of Commodity Securities being redeemed.
- 10.3 On a Redemption of Commodity Securities at the request of a Security Holder who is not an Authorised Participant (where there are no Authorised Participants), the Redemption Fee shall be an amount equal to the cost to the Issuer of satisfying such Redemption request, which shall be notified to the Security Holder at the time of the Redemption being not greater than £500 or such other amount as may be notified through a RIS.
- 10.4 On a Compulsory Redemption of Commodity Securities by the Issuer or at the request of the Trustee, the Redemption Fee shall be an amount equal to the cost to the Issuer incurred in relation to the Redemption, including the costs of enquiries under Condition 13 and the cost of giving notices under Condition 8 being not greater than £500 or such other amount as may be notified through a RIS. The Issuer shall notify Security Holders whose Commodity Securities are subject to Compulsory Redemption of the amount of those costs, and their allocation to particular Security Holders, at the time of the Redemption.
- 10.5 The Issuer may set off any amount payable to the Issuer in accordance with this Condition 10 by the holder of Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

## **11. INTEREST ON SETTLEMENT FAILURE**

Following the occurrence of a Settlement Failure, interest shall accrue on any balance of the Redemption Amount not paid or otherwise discharged by or on behalf of the Issuer from the Settlement Failure Date. Such interest shall:

- (a) accrue at the Funding Rate from and including the Settlement Failure Date to but excluding the date falling two Business Days after the Settlement Failure Date, and thereafter at the Default Rate; and
- (b) cease to accrue on the date on which such balance is paid into the relevant Redemption Account.

## **12. SATISFACTION OF REDEMPTION FORMS BY TRANSFER**

The Issuer may in its absolute discretion elect to satisfy Redemption Forms by transfer of the appropriate number of Commodity Securities to one or more Authorised Participant(s) from Security Holder(s) seeking Redemption, and for that purpose the Issuer may authorise any person on behalf of the Security Holder to execute one or more instruments of transfer in respect of the relevant number(s) of Commodity Securities, *provided that* the amount payable to the Security Holder shall still be an amount equal to the relevant Redemption Amount (less the Redemption Fee) and the relevant Redemption Payment Day will be the date of the transfer(s).

## **13. ENQUIRIES AS TO STATUS OF SECURITY HOLDERS**

- 13.1 The Issuer may at any time, without any requirement to state a reason, give notice to a Security Holder requiring that Security Holder:
- (a) to certify, no later than the date (the “**Investor Notice Expiry Date**”) falling fifteen London Business Days following the date on which the Issuer sends or transmits such requirement to that Security Holder whether that Security Holder is a Prohibited US Person or a Prohibited Benefit Plan Investor (and if that Security Holder is a Prohibited Benefit Plan

Investor or Prohibited US Person, to notify the Issuer of the number and class of Commodity Securities in respect of which it is a Prohibited Benefit Plan Investor or Prohibited US Person); and

- (b) if that Security Holder asserts that it is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of all Commodity Securities held by it), to provide to the Issuer by the Investor Notice Expiry Date a certificate in the form and executed in the manner determined by the Issuer that the Security Holder is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of certain Commodity Securities held by it, specifying the number and class of Commodity Securities in respect of which it is, and is not, a Prohibited Benefit Plan Investor or is, and is not, a Prohibited US Person).
- 13.2 The Issuer may provide to any Commodity Contract Counterparty copies of any enquiries made by it under this Condition 13 and any responses received from the Security Holder.
- 13.3 The Issuer shall be entitled, save to the extent that it has made enquiry under this Condition 13, to assume that none of the Commodity Securities are held by Prohibited US Persons or Prohibited Benefit Plan Investors.

#### **14. CALCULATION AGENT**

- 14.1 The Calculation Agent is appointed by the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Facility Agreement (but not for the purposes of these Conditions, the Commodity Securities or the Trust Instrument):
- (a) to determine whether a Commodity Market Disruption Event or a FX Market Disruption Event exists;
  - (b) to source the Foreign Exchange Rate for every day which is a Trading Day for any commodity, whether or not such day is also a General Trading Day, from Bloomberg (or such other person or entity from time to time fulfilling the functions provided by it as at the date of the Trust Instrument under the Handbook) and notify the Issuer thereof;
  - (c) if for any reason the BFIX Rate for any day and Currency is not available, to determine a substitute Settlement Foreign Exchange Rate using so far as practicable the methodology used by Bloomberg in producing the BFIX Rate for that Currency and to provide such substitute Settlement Foreign Exchange Rate to the Issuer by 9.00 p.m. on each relevant day;
  - (d) if an Individual Commodity Index is not published for five or more consecutive General Trading Days by reason of those General Trading Days being Market Disruption Days in respect of that Individual Commodity Index or any Composite Commodity Index is not published for five or more consecutive General Trading Days by reason of those General Trading Days being Market Disruption Days in relation to any commodity the Settlement Price of which is used to determine the Unhedged Commodity Index corresponding to that Composite Commodity Index, to calculate and provide to the Issuer in each case a substitute value for that Commodity Index on each subsequent General Trading Day for as long as the Market Disruption Event continues;
  - (e) if a Commodity Index is not published on a General Trading Day for any reason other than that General Trading Day being a Market Disruption Day in respect of that Commodity Index, to calculate and provide to the Issuer a substitute value for that Commodity Index for that General Trading Day and for each subsequent General Trading Day for as long as the non-publication continues;
  - (f) if a FX Market Disruption Event occurs and five or more consecutive General Trading Days are FX Market Disruption Days, to calculate and provide a substitute Foreign Exchange Rate in respect of each Currency that is the subject of such FX Market Disruption Event on each subsequent General Trading Day for as long as the FX Market Disruption Event continues;

- (g) to make the determinations and calculations provided for in Condition 7.11(e)(iii); and
  - (h) for every day (a “**Relevant Day**”) in respect of which the Calculation Agent is required to provide a substitute value of any Commodity Index as referred to in Conditions 14.1(d) and 14.1(e), the Calculation Agent will also be required to provide substitute values of (a) such futures contracts in respect of such commodities on such days; (b) the Commodity Index Multiplier (as defined in the Handbook from time to time) for such futures contracts in respect of such commodities on such days; and (c) the Foreign Exchange Rate for such Commodity Index on such days, as are in each case required for any calculations of Price and/or Indicative Price and/or Theoretical Hedge Position as referred to in these Conditions in respect of such Relevant Day.
- 14.2 The Calculation Agent is or will be required under each relevant Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) to act in good faith and in a commercially reasonable manner and in accordance with its obligations set out in that Facility Agreement (or such calculation agency agreement). Subject thereto, in the absence of manifest error and subject to the terms of the Facility Agreement (or such calculation agency agreement) the determinations of the Calculation Agent are final and conclusive.
- 14.3 Where for the purposes of each Facility Agreement the Calculation Agent calculates a substitute value for a Commodity Index or any weighted value or Commodity Index Multiplier (as defined in the Handbook from time to time) for futures contracts it is or will be required to adopt and follow the following principles in making that calculation:
- (a) the substitute value shall be based on the Calculation Agent's determination of the fair market value at such time of the futures contracts underlying the Commodity Index based on factors the Calculation Agent deems relevant, including, but not limited to, prices in other commodity markets, any available electronic or after hours trading prices, related over-the-counter or other non-exchange based prices, implied prices that may be derived from other exchange traded instruments, and estimated fair values based on fundamental market information and on the applicable changes in the relevant Foreign Exchange Rate; and
  - (b) in determining the substitute value, the Calculation Agent shall have regard to relative movements in prices in other commodity futures markets for the same or similar commodities which were not affected by the Market Disruption Event or other event.
- 14.4 Where for the purposes of each Facility Agreement a substitute value for a Commodity Index is calculated by the Calculation Agent for a General Trading Day, that substitute value shall be used in the calculation of the Price of Commodity Securities to which that Commodity Index is applicable for that General Trading Day, in lieu of the Commodity Index.
- 14.5 If the Issuer provides copies to the Trustee of determinations notified to the Issuer by the Calculation Agent and/or notifies the Trustee (or any other person) of determinations made by the Calculation Agent, it shall do so on the express basis that:
- (a) such copies and notifications are provided to the Trustee for information purposes only;
  - (b) neither the Trustee nor any holder or potential holder of Commodity Securities shall be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent; and
  - (c) no duty shall be owed by the Calculation Agent to the Trustee or any holder or potential holder of Commodity Securities in connection with any such determination.

## 15. ENFORCEMENT

- 15.1 In addition to any of the powers conferred on the Trustee pursuant to the Security Deed with respect to the Secured Property, the Trustee may at any time:
- (a) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all



Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of the relevant Commodity Securities to which such Defaulted Obligation relates; and

- (b) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date, the most recently determined Price) of the affected Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of all affected and outstanding Commodity Securities and for this purpose (and Condition 15.4) “**affected Commodity Securities**” means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.
- 15.2 If the Trustee considers that the Issuer is in material breach of any of the covenants, undertakings and obligations (other than payment obligations) in the Trust Instrument and has not remedied the same within 30 calendar days of being required to do so by the Trustee, the Trustee may, but shall not be obliged to, give notice to all Security Holders of that fact. Prior to giving any such notice, the Trustee shall provide a copy of the proposed notice to the Issuer and shall include with the notice any statement of not more than 1,000 words prepared by the Issuer and provided to the Trustee for the purpose within 7 calendar days of receipt of the copy of the proposed notice referred to herein. In any such notice the Trustee may designate a Period (the “**Breach Redemption Period**”) commencing on any Issuer Business Day until the date one month from such Issuer Business Day (inclusive) during which each Security Holder will be entitled to redeem all (but not some only) of the Commodity Securities held by it in the same manner as though there were no Authorised Participants. After the expiry of the Breach Redemption Period, the relevant breach shall be deemed waived without prejudice to the right of the Trustee to take action in the event of any subsequent such breach.
- 15.3 In the event that at any time during the Breach Redemption Period the right to Redeem Commodity Securities of any class pursuant to Condition 7.1(a) is suspended pursuant to Condition 7.19 or the right to Redeem Commodity Securities of any class is suspended pursuant to Condition 7.20, then the right to Redeem Commodity Securities of that class pursuant to Condition 15.2 shall be suspended in like manner and the provisions of Condition 7.19(c) or Condition 7.20(c) (as the case may be) shall apply *mutatis mutandis*. Upon the suspension ceasing under Condition 7.19 or Condition 7.20 (as the case may be), the right to Redeem Commodity Securities of that class pursuant to Condition 15.2 shall resume and the Breach Redemption Period in respect of that class shall continue until the date one month from the date on which the suspension so ceased.
- 15.4 If a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a Security Holder holding affected Commodity Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action in accordance with Condition 15.1(a) until the expiry of 30 calendar days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 calendar days, the Trustee has elected, or been required, to take action in accordance with Condition 15.1(b).
- 15.5 Subject to Condition 15.7, only the Trustee may enforce the provisions of the Trust Instrument or the Security Deed. Where the Trustee has elected or been directed to enforce the Issuer’s obligations under the Trust Instrument and the security constituted by the Security Deed, the right of Security Holders to lodge a Redemption Form with the Issuer shall cease. Valid Redemption Forms lodged before the date the Trustee announces its intention to enforce the security (the

“**Election Date**”) will be Redeemed in the normal manner. The Price for all Commodity Securities of a particular class outstanding at the Election Date will be the average Redemption Amount of the remaining Commodity Securities of that class.

- 15.6 If the Trustee takes any action pursuant to Condition 15.1 with respect to any Commodity Securities to which a Defaulted Obligation relates, it shall give notice to the Issuer that such Commodity Securities in respect of which such action is taken are, and they shall become, due and payable at their Redemption Amount, calculated in accordance with Condition 7.1.
- 15.7 No Security Holder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing, in which case any such Security Holder will have only such rights against the Issuer as those which the Trustee is entitled to exercise against or in relation to the Issuer.

## 16. APPLICATION OF MONEYS

All moneys received by the Trustee pursuant to the realisation of Secured Property in respect of a particular class of Commodity Securities shall be held by the Trustee upon trust, to apply them:

- (a) FIRST in payment or satisfaction of all amounts then due to the Trustee and unpaid (including to its attorneys, managers, agents, delegates or other person appointed by the Trustee) under terms of the Trust Instrument, and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by the Security Deed;
- (b) SECONDLY in or towards payment or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of Commodity Securities of that class; and
- (c) THIRDLY in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

## 17. RESTRICTIONS

So long as any Commodity Securities of a particular class are outstanding, the Issuer covenants in the Trust Instrument, *inter alia*:

- (a) not to incur or permit to subsist in respect of any Pool any indebtedness for borrowed money other than Commodity Securities or Further Securities, and not to give any guarantee or indemnity in respect of indebtedness of any person, save in each case with the prior written consent of the Trustee;
- (b) other than as permitted under the Security Deed or with the prior written consent of the Trustee, not to dispose of any of the Secured Property or any interest therein, or to create any mortgage, pledge, charge, lien, or other form of encumbrance or security interest or right of recourse in respect thereof in favour of any person;
- (c) not to undertake any business save for the issue and redemption of Commodity Securities and the acquisition and disposal of Commodity Contracts and entering into the necessary documents and performing its obligations and exercising its rights thereunder;
- (d) to use reasonable endeavours to ensure that at all times after the date three months following Listing there are at least two Authorised Participants and until then there is at least one Authorised Participant;
- (e) not to issue any Commodity Securities of any class unless it has purchased Commodity Contracts with corresponding terms and in an aggregate matching Redemption Amount;
- (f) not to maintain an office or other fixed place of business, nor to establish any permanent establishment, nor be or become tax resident, in any jurisdiction other than Jersey;
- (g) not to make any election under U.S. federal income tax laws to be treated otherwise than as an association taxable as a corporation for U.S. federal income tax purposes;

- (h) to undertake any business so as to seek to minimise the impact of taxation;
- (i) to procure that the Pools are at all times maintained in a manner so that they are readily distinguishable from each other and from any other pool to which any other class of securities of the Issuer is attributable; and
- (j) to exercise its rights in respect of any Collateral in any circumstance where such rights become exercisable and there are amounts due from the relevant Commodity Contract Counterparty and unpaid.

**18. FURTHER SECURITIES; OTHER POOLS; TRANSFERS TO NEW POOLS; CONSOLIDATION AND DIVISION**

- 18.1 Subject to its ability to create corresponding Commodity Contracts, the Issuer may (without the consent of the Security Holders) create and issue additional classes of undated limited recourse secured debt securities constituted by an instrument or deed supplemental to this Trust Instrument and may establish additional pools for the purposes of such securities and the Trustee shall join in such instrument or deed and thereupon such pool shall be a "Pool" for the purposes of the Trust Instrument and such securities shall be Commodity Securities for such purposes. Any such additional classes of Commodity Securities shall have recourse only to the Pool attributable to the relevant class and not to any other Pool. Other such securities created and issued by the Issuer under this Condition 18.1 may relate to different commodities than those in respect of which Individual Securities are initially issued, or involve the same commodities but different commodity indices, or be Index Securities involving different composite commodity indices, or be denominated in a different currency. Other such securities created by the Issuer under this Condition 18.1 may be created and issued subject to different terms and conditions in lieu of the Trust Instrument (including but not limited to different pricing mechanisms), to be determined by the Issuer. If other securities issued by the Issuer under this Condition 18.1 are subject to different terms and conditions in lieu of the Trust Instrument the Issuer shall publish those new conditions in its RIS announcement or in a prospectus or listing particulars or supplementary prospectus or supplementary listing particulars and on the Issuer's Website.
- 18.2 The Issuer shall not accept Applications for, or issue, Commodity Securities of a new class under Condition 18.1 unless it has first (a) created corresponding Commodity Contracts under the terms of a Facility Agreement and (b) executed and delivered to the Trustee an instrument amending the Security Deed assigning by way of security, for the benefit of the Trustee and the relevant Security Holders, the contractual rights of the Issuer under each commodity contract of the relevant class and creating a first floating charge, for the benefit of the Trustee and the relevant Security Holders, over the rights of the Issuer under that facility agreement (to the extent that it relates to such class), commodity contracts of that class created under it and any Guarantee supporting the obligations of the relevant Commodity Contract Counterparty to the Issuer to the extent that they apply to payments due in respect of that new class, for the benefit of the Trustee and the relevant Security Holders.
- 18.3 The Issuer may at any time (without the consent of the Security Holders and without giving prior notice) determine to divide any Pool (the "**Existing Pool**") by allocating some of the Secured Property attributable to that existing Pool to a new Pool (the "**New Pool**"). If it determines to do so, the following shall apply:
- (a) the Issuer may only transfer all (and not merely some) of the Commodity Contracts with any one Commodity Contract Counterparty attributable to that Pool;
  - (b) prior to or on the transfer becoming effective, the Issuer shall create undated limited recourse secured securities ("**New Commodity Securities**") of a new class referable to the same Commodity Index and otherwise on the same terms as the Commodity Securities attributable to the Existing Pool (the "**Existing Commodity Securities**"), each having a principal amount and Price determined in accordance with Condition 18.3(c) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Commodity Securities) and on terms that such New Commodity Securities shall have recourse only to the assets attributable to the New Pool, and (subject as provided in paragraph (e)) shall issue such New Commodity Securities to the Security Holders of the Existing Commodity

Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Commodity Security for each Existing Commodity Security then held. For this purpose (but subject as provided in paragraph (e)) any Commodity Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;

- (c) the principal amount and Price of each New Commodity Security shall (subject as provided in paragraph (e)) be the proportion of the principal amount and Price respectively, of each Existing Commodity Security outstanding immediately prior to the transfer becoming effective (including any calculation of the Price for that day in accordance with Condition 5) that the aggregate Price of the Commodity Contracts to be transferred bears to the aggregate Price of the Commodity Contracts attributable to the Existing Pool, and on the creation and issue of the New Commodity Securities becoming effective the principal amount and Price of each Existing Commodity Security shall be reduced accordingly;
- (d) the Issuer shall enter into a deed with the Trustee amending the Security Deed with the Trustee in relation to the assets attributable to the New Pool to secure the New Commodity Securities in the same manner (*mutatis mutandis*) as under the Security Deed in relation to the Existing Pool, and the Trustee shall release the property to be transferred from the Existing Pool to the New Pool; and
- (e) any valid Redemption Form received or deemed received prior to (and being in respect of Commodity Securities which have not by then been Redeemed and in respect of which the Redemption Amount has not been paid in accordance with Condition 9):
  - (i) in a case where in respect of the Existing Commodity Securities notice of a Compulsory Redemption Date has been given under Condition 8.2 prior to such division becoming effective, the date on which such notice of a Compulsory Redemption Date was given;
  - (ii) in a case where in respect of the relevant Existing Commodity Securities notice of a Compulsory Redemption Date has been given (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 8.1(a) prior to such division becoming effective, the date on which notice of the Compulsory Redemption Date was given;
  - (iii) in any other case where in respect of the relevant Existing Commodity Securities, notice of a Compulsory Redemption Date has been given prior to such division becoming effective, the Compulsory Redemption Date; and
  - (iv) in any other case, the date on which such division becomes effective,

and in each case being valid notwithstanding Condition 7.8(g) and Condition 8.4, shall have effect as if given in respect either of the Existing Commodity Securities or of the New Commodity Securities dependent upon the Commodity Contract Counterparty (the “**Relevant Counterparty**”) to whom a Cancellation Notice (as defined in the Facility Agreement) (the “**Relevant Cancellation Notice**”) had been delivered under a Facility Agreement for the purposes of the Redemption intended to be effected pursuant to such Redemption Form as determined in its absolute discretion by the Issuer. Accordingly:

- (i) for the purposes of the calculations to be made in accordance with paragraph (c), Commodity Contracts the subject of all Relevant Cancellation Notices shall be excluded, and the principal amounts and Prices referred to therein shall be calculated as though all such Commodity Contracts had been terminated;
- (ii) for the purposes of the calculations to be made in accordance with paragraph (c), Commodity Contracts that have been created for the purposes of an Application that has not been completed by the issue of Commodity Securities shall be excluded, and the principal amounts and Prices referred to therein shall be calculated as though all such Commodity Contracts had not been created; and

- (iii) each Security Holder from whom such a Redemption Form in respect of Existing Commodity Securities was received or deemed received shall not be issued New Commodity Securities as provided in paragraph (b) and instead each of the Existing Commodity Securities to which such Redemption Form relates shall be divided into Existing Commodity Securities or New Commodity Securities as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Commodity Security ranking *pari passu* with and having the same principal amount and Price as the other Existing Commodity Securities of that class as reduced in accordance with paragraph (c) and each such New Commodity Security ranking *pari passu* with and having the same principal amount and Price as the other New Commodity Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Commodity Securities or New Commodity Securities (as the case may be) as has the same aggregate principal amount as had the Existing Commodity Securities in respect of which the Redemption Form related immediately prior to the division becoming effective.

18.4 Without prejudice to the foregoing, the Issuer may consolidate or divide all of the Commodity Securities of any class into Commodity Securities of the same class but with a proportionately larger or smaller Principal Amount and Price. Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Instrument.

18.5 Whenever as a result of consolidation of Commodity Securities a Security Holder would become entitled to a fraction of a Commodity Security the Issuer will Redeem such fraction of a Commodity Security.

## **19. ISSUER'S ABILITY TO PURCHASE COMMODITY SECURITIES**

There is no restriction on the ability of the Issuer or any of its Affiliates to purchase or repurchase Commodity Securities.

## **20. LISTING**

The Issuer covenants in the Trust Instrument to use its best endeavours to obtain and, so long as any of the Commodity Securities remain outstanding, maintain a Listing for the Commodity Securities or, if it is unable to do so having used such best endeavours or if the maintenance of such listing is agreed by the Trustee to be unduly onerous, use its best endeavours to obtain and maintain the quotation or listing of the Commodity Securities on such other stock exchange as it may (with the prior written approval of the Trustee) decide.

## **21. WAIVER, AUTHORISATION AND DETERMINATION; MEETINGS OF SECURITY HOLDERS**

21.1 The Trustee may, without prejudice to its rights in respect of any subsequent breach, but only if and in so far as, in its opinion, the interests of the Security Holders shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in these Trust Instruments or the Security Deed, or determine that any Defaulted Obligation, Issuer Insolvency Event or Counterparty Event of Default shall not be treated as such *provided that* the Trustee shall not exercise any powers conferred on it by this Condition:

- (a) with respect to a Defaulted Obligation, in contravention of any express direction given by the Security Holder to whom such Defaulted Obligation is owed or
- (b) with respect to an Issuer Insolvency Event or any Counterparty Event of Default or any other breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Instrument, in contravention of any express direction given by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders (as a single class),

but so that no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Security Holders and, if, but only if, the Trustee, shall so require, shall be notified by the Issuer to the Security Holders as soon as practicable thereafter.

- 21.2 Security Holders in respect of any class or classes of Commodity Securities have power by Extraordinary Resolution, *inter alia*, to sanction the release of the Issuer from the payment of moneys payable pursuant to the Trust Instrument, to sanction any modification, abrogation or compromise of, or arrangement in respect of, their rights against the Issuer, to assent to any modification or abrogation of the covenants or provisions contained in the Trust Instrument proposed or agreed to by the Issuer and also to sanction other matters as provided therein. The Trust Instrument contains provisions relating to the convening of meetings by the Issuer or the Trustee and provides that, except in the case of an adjourned meeting, at least fourteen calendar days' notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting, including any meeting which is being convened for the purpose of passing an Extraordinary Resolution, shall be given to the Security Holders of the relevant class or classes. In the case of a meeting adjourned through want of a quorum, other than one convened at the requisition of Security Holders, at least seven calendar days' notice (exclusive as aforesaid) should be given unless the day, time and place for the adjourned meeting is specified in the notice convening the original meeting.

## **22. EXERCISE OF DISCRETIONS**

The Trustee may exercise its discretions under the Trust Instrument separately in respect of each class of Commodity Securities, and any Further Securities in issue from time to time, and shall incur no liability for so doing.

## **23. PRESCRIPTION**

The Trust Instrument does not provide for any prescription periods.

## **24. REMOVAL, RETIREMENT OR REPLACEMENT OF TRUSTEE**

- 24.1 The Trustee may retire at any time without assigning any reason upon giving not less than three months' prior written notice to the Issuer and without being responsible for any Liabilities incurred by reason of such retirement. The Security Holders may by Extraordinary Resolution of the Security Holders (as a single class) appoint or remove any trustee or trustees for the time being of the Trust Instrument.
- 24.2 The Issuer will use its reasonable endeavours to appoint a new Trustee as soon as reasonably practicable after the Trustee gives notice to its retirement or being removed by Extraordinary Resolution. The retirement or removal of any Trustee shall not become effective until a successor trustee is appointed.

## **25. GOVERNING LAW AND JURISDICTION**

The Conditions, the Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deed is governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deed, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

## **26. TRUSTEE'S LIABILITY**

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee (or any director, officer or employee of the Trustee) shall have no liability under the Trust Instrument for a breach of trust and save in such circumstances, no Trustee (and no director, officer or employee of the Trustee) in execution of the trusts and powers under the Trust Instrument, shall be liable for any loss arising by reason of any mistake or omission by him or by reason of any other matter or thing including fraud, wilful misconduct, gross negligence or default of another director, officer or employee or Trustee.

## 27. AMENDMENTS TO CONDITIONS

These Conditions may be amended as set out herein or by written agreement between the Issuer and the Trustee. Any amendment to these Conditions will, subject to Condition 28.7, be notified to Security Holders through an RIS announcement, and unless otherwise agreed by the Trustee shall not take effect until at least 30 calendar days following such announcement.

## 28. AMENDMENTS TO DOCUMENTS

28.1 Pursuant to the Trust Instrument, the Issuer covenants that it will not amend, vary, modify or supplement any of the Trustee Consent Documents without the prior written consent of the Trustee save where, in respect of a Facility Agreement, that amendment is at the election of the relevant Commodity Contract Counterparty to amend the terms of the Facility Agreement to substantially conform that Facility Agreement to another Facility Agreement entered into between the Issuer and another Commodity Contract Counterparty.

28.2 The Issuer may, without prejudice to Condition 28.4, by supplemental agreement or supplemental instrument or deed, as applicable, amend these Conditions, the Trust Instrument, any Security Deed(s) or any of the Trustee Consent Documents (in respect of paragraphs (a), (d), (e), (f), (g) and (h) below without the consent of the Trustee) and the Trustee agrees in the Trust Instrument to join in a supplemental agreement or supplemental instrument or deed as applicable accordingly, if one or more of the following applies:

- (a) if the amendment is to substitute as debtor under a Facility Agreement or a Guarantee another person having an Acceptable Credit Rating;
- (b) in the opinion of the Issuer and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders;
- (c) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error;
- (d) the amendment is to substitute a different commodity index for one or more of the Commodity Indices and consequential changes *provided that*:
  - (i) corresponding adjustments have been agreed with each of the Commodity Contract Counterparties that have Commodity Contracts outstanding that refer to the relevant Commodity Index or Commodity Indices;
  - (ii) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the aggregate Price of the Commodity Securities of that class or classes which are the subject of the substitution, or, if any such consequential changes include a change to the currency of denomination of the Commodity Securities of that class or classes, that at the time of the substitution of the index the aggregate Price of the Commodity Securities of that class or classes is equal to the equivalent in such other currency of the aggregate Price of the Commodity Securities of that class or classes (rounded down for each of the Commodity Securities of that class or classes to seven decimal places); and
  - (iii) the adjustments do not take effect until at least 30 calendar days have elapsed after they are announced to Security Holders in an RIS announcement;
- (e) the amendment is to substitute a different foreign exchange rate or a rate produced by a different provider for the BFIX Rate for any one or more Currencies and consequential changes *provided that* the substitution and consequential changes do not take effect until at least ten calendar days have elapsed after they are announced to Security Holders in an RIS announcement;
- (f) the amendment is to substitute a new formula or mechanism in place of the provisions of Condition 7.11(b) to 7.11(d) (inclusive) and corresponding changes to the Facility Agreements where the Issuer certifies to the Trustee that the Issuer and the Commodity Contract Counterparties consider that the provisions of Condition 7.11(b) to 7.11(d)

- (inclusive) (and the corresponding provisions in the Facility Agreements) do not operate or have the effect in relation to days that are or follow a Market Disruption Day they intended;
- (g) the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different classes of Commodity Securities differently and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each class of Commodity Security affected passed in accordance with the Trust Instrument;
  - (h) Paragraph (g) above does not apply to the amendment and the terms of the amendment are authorised by an Extraordinary Resolution of the Security Holders (as a single class) passed in accordance with the Trust Instrument; or
  - (i) the terms of the amendment are necessary or desirable in the opinion of the Issuer and the Trustee to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Commodity Securities) or any Listing Rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Instrument or such Conditions, Security Deed or Trustee Consent Document.
- 28.3 In the case of an amendment to a Facility Agreement or an Authorised Participant Agreement, the amendment may not take effect for at least 30 calendar days (or five London Business Days if the amendment is to be made pursuant to an obligation in the Facility Agreement to negotiate in good faith following notice being given by either party thereto of the occurrence of a Material Adverse Change (as defined therein)), following publication of a notice thereof through a RIS and the Issuer shall not agree to any such amendment unless it does not take effect until such period has elapsed.
- 28.4 Condition 28.2 and Condition 28.3 shall not apply to any amendment to the terms of a Facility Agreement which, under the terms thereof, is automatic or at the election of the relevant Commodity Contract Counterparty in the circumstances described in Condition 28.1.
- 28.5 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Condition 28.2(a) by publishing a notice on a RIS at least 30 calendar days' prior to such amendment becoming effective.
- 28.6 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Condition 28.2(g) and Condition 28.2(h) by publishing a notice on a RIS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.
- 28.7 No notice need be given of any amendment as referred to in Condition 28.2(b), Condition 28.2(c), Condition 28.2(i) or Condition 28.4 unless the Trustee otherwise requires.

## **29. NOTICES**

- 29.1 Except as provided below, all notices required or permitted to be given to Security Holders, the Issuer or the Registrar under the Trust Instrument or pursuant to any other Document must be in writing in English.
- 29.2 All notices required or permitted to be given to a Security Holder under the Trust Instrument or pursuant to any other Trustee Consent Document shall be made by publication through a RIS where required under the terms of such document, but otherwise may be given by publication on the Issuer's Website.
- 29.3 All notices required to be given by the Issuer to Security Holders under the Trust Instrument or otherwise shall be given in writing, except to the extent that the notice relates to a meeting of Security Holders where, in relation to any Commodity Securities which are held in Uncertificated Form, the directors may from time to time permit notices of Security Holder meetings to be made by means of an electronic communication in the form of an Uncertificated Notice of Meeting in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to facilities and requirements of CREST) and may in similar manner permit supplements, or amendments, to any such Uncertificated Notice of Meeting to be made by like means.



- 29.4 Any Pricing Notice shall be sent by fax to the Issuer's primary fax number, as follows:  
Fax: +44 1534 825 335  
or such other fax number as may be published on the Issuer's Website, and confirmed by email to the following email address:  
Email: info@etfsecurities.com.
- 29.5 Any Pricing Notice shall be deemed to have been received upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.
- 29.6 Any General Notice to be given to the Issuer shall be sent to the Issuer's primary fax number set out above or delivered by hand, sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), to the following address:  
Name: ETFS Hedged Commodity Securities Limited  
Address: Ordnance House, 31 Pier Road  
St. Helier, Jersey JE4 8PW  
Channel Islands  
Attention: ETFS Team  
Fax number: +44 1534 825 335  
or such other address as may be published for the Issuer on the Issuer's Website.
- 29.7 Any General Notice shall, in the absence of earlier receipt, be deemed to have been received as follows:  
(a) if delivered by hand, at the time of actual delivery; or  
(b) if sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), on the date it is delivered or its delivery is attempted.

### **30. PAYMENT PROVISIONS**

- 30.1 All monies payable by the Issuer in respect of Commodity Securities shall be paid in US Dollars in full cleared and immediately available funds.
- 30.2 All monies payable by the Issuer on the Redemption of any Commodity Securities (including, without limitation, any interest payable under Condition 8.12 or Condition 11) shall be paid in full, free and clear of and without any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, unless such deduction or withholding is required by law to which the person making the payment is subject.
- 30.3 Where a day on which a payment would otherwise be due and payable is not a New York Business Day, such payment shall be due and payable by the payer on the next following Business Day."

## PART 8

### PARTICULARS OF THE SECURITY DEED

The Issuer and the Trustee have entered into the Security Deed, creating first-ranking floating charges over the Secured Property attributable to each class of Currency-Hedged Commodity Securities for the benefit of the Trustee and the Security Holders of the Currency-Hedged Commodity Securities of that class.

The particulars of the Security Deed as set out below are taken from the Security Deed and are, therefore, drafted in legal language. Certain terms used below are defined in the Security Deed. Detail on how the provisions of the Security Deed impact upon Security Holders is contained throughout this Prospectus including under the headings “Security Structure” in Part 1 (*General*) and “Security” in Part 4 (*Description of Currency-Hedged Commodity Securities*).

The Security Deed contains, *inter alia*, provisions to the following effect:

#### 1. Charge

- (a) *Charge*: The Issuer, as continuing security for the payment or discharge of all sums owing by the Issuer to the Trustee or the Security Holders from time to time under the applicable class of Currency-Hedged Commodity Securities, the Trust Instrument or the Security Deed (the “**Secured Liabilities**”), grants a first ranking floating charge to the Trustee for the benefit of itself and the Security Holders of that class of Currency-Hedged Commodity Securities over all the Issuer’s rights, title and interest, present and future, in and to the relevant Secured Property.
- (b) *Assignment by way of Security*: The Issuer, as further security for the Secured Liabilities, assigns absolutely to the Trustee all of its present and future rights, title and interest in the Facility Agreement, the Security Agreement and the Control Agreement in so far as it pertains to the relevant Pool.

#### 2. Enforcement

- (a) The Security created by the Security Deed shall become enforceable if (and only if) (a) a Defaulted Obligation has occurred and is continuing, or (b) an Issuer Insolvency Event has occurred and is continuing, or (c) a Counterparty Event of Default has occurred and is continuing.
- (b) In addition to any of the powers conferred on the Trustee pursuant to the Trust Instrument with respect to the Secured Property the Trustee may at any time:
  - (i) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Relevant Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed in respect of the Relevant Securities to which such Defaulted Obligation relates; and
  - (ii) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date the most recently determined Price) of the affected Currency-Hedged Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders holding affected Currency-Hedged Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed in respect of all outstanding affected Relevant Securities and for this purpose and paragraph (c) “affected” Currency-Hedged Commodity Securities or “affected” Relevant Securities

means, in the context of an Issuer Insolvency Event, all of them, and in the context of a Counterparty Event of Default or (in paragraph (c)) a Counterparty Insolvency Event, those Currency-Hedged Commodity Securities (or Relevant Securities, if any) that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.

The Security Deed relates separately to each Pool and accordingly the Trustee may exercise its powers referred to above in respect of one or more Pools and need not do so, or do so simultaneously, in respect of all Pools.

- (c) Where a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a holder of affected Relevant Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action as described in paragraph (b)(i) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action as described in paragraph (b)(ii).

### **3. Permitted Variations**

The Issuer may amend, vary, modify or supplement (a "**Permitted Variation**") (i) the schedules to any Facility Agreement other than schedules 1, 11 and 12, (ii) the definitions of "Eligible Collateral", "Issuer Concentration Limit", "Jurisdiction Limit", "Valuation Percentage" and "Value" in any Security Agreement and the Collateral Schedule as defined therein and (iii) any Control Agreement, in each case without the consent of the Trustee.

Immediately upon making a Permitted Variation pursuant to the foregoing, the Issuer shall notify the Trustee thereof and shall, if so required by the Trustee, notify the Security Holders thereof by publishing a notice on a RIS.

### **4. Governing Law**

The Security Deed is governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deed, nothing prevents the Trustee from commencing proceedings in any other court of competent jurisdiction.

## PART 9

### COMMODITIES, COMMODITY AND FUTURES MARKETS, AND EXCHANGES

#### Commodities Overview

The websites referred to in this “Commodities Overview” section do not form part of the Prospectus.

#### *Aluminium*

Aluminium is the third most abundant element in the Earth’s crust, and weighs about one-third as much as steel or copper. It is malleable, ductile, easily machined and cast, and has excellent corrosion resistance and durability. Aluminium is used in transportation (automobiles, airplanes, trucks, railcars, marine vessels), packaging (cans, foil), construction (windows, doors, siding), consumer durables (appliances, cooking utensils), electrical transmission lines, and machinery. The primary raw material used for aluminium production is aluminium ore, most commonly known as bauxite. Bauxite, which occurs mainly in tropical areas, is refined into alumina and then electrolytically reduced into aluminium metal. Two to three metric tons of bauxite is required to produce one metric ton of alumina; two metric tons of alumina are required to produce one metric ton of aluminium metal.

A more detailed description including historical data of the aluminium industry can be found at <http://www.world-aluminium.org>, which is updated from time to time by the International Aluminium Institute.

#### *Brent Crude*

Brent crude is one of the varieties of crude oil, as described under the heading “WTI Crude Oil” below, and is sourced in the North Sea. Brent crude production has been in decline since 1999, and in order to avoid pricing distortions regarding quality and quantity of production for the benchmark, energy consultant Platts began to combine Brent Crude with other varieties of crude oil. The Brent crude oil benchmark is currently a blend of Brent Crude, Forties, Ecofisk, and Oseberg (BFOE) varieties of crude oil that are also produced in the North Sea.

#### *Cocoa*

Cocoa grows on cocoa trees, which are generally found in rainforests and in countries near the Equator. Hot and humid conditions are essential for the development of cocoa trees. There are two kinds of cocoa beans: “fine” or “flavour” beans, and “bulk” or “ordinary” beans. The latter has dominated most of the world’s cocoa production over the past five decades. Historically, cocoa is regarded as a stimulant due to its high calorific content. More recently, it has been found that cocoa contains a high level of flavonoid which is beneficial to cardiovascular health. Besides human consumption, cocoa has also been used in the manufacture of pet food since the mid-2000s. Subsequent to cocoa being exported outside South America in the 16th century, it has gained more importance globally as 50 million people depend on cocoa for their livelihood. 70 per cent. of cocoa is produced in West Africa and more than 70 per cent. of the global cocoa supply is provided by small farm owners.

A more detailed description including historical data of the cocoa industry can be found at <http://www.icco.org>, which is updated from time to time by the International Cocoa Organization.

#### *Coffee*

The coffee plant produces its first full crop of beans at about 5 years old and then is productive for about 15 years. Coffee is generally classified into two types of beans — arabica and robusta. The most widely produced coffee is arabica, which is typically grown at high altitudes and makes up approximately 70 per cent. of world production. Brazil and Colombia are the largest producers of Arabica coffee. Robusta coffee, the stronger of the two types, is typically grown at lower altitudes in West and Central Africa, South-East Asia and partly Brazil. About 12-20 kg of export ready coffee is produced from every 100 kg of coffee beans harvested. Seasonal factors have a significant influence on coffee prices, which are often subject to upward spikes in June, July and August due to freeze scares in Brazil during the winter months in the Southern Hemisphere.

A more detailed description including historical data of the coffee industry is updated from time to time by the United States Department of Agriculture (<http://www.usda.gov>) and the International Coffee Organization (<http://www.ico.org>).

### *Copper*

Copper is one of the most widely used industrial metals because it is an excellent conductor of electricity, has strong corrosion-resistance properties, and is very ductile. It is also used to produce the alloys of brass (a copper-zinc alloy) and bronze (a copper-tin alloy), both of which are far harder and stronger than pure copper. Electrical uses of copper including power transmission and generation, and electrical equipment account for about 65 per cent. of total copper usage. Copper is biostatic, meaning that bacteria will not grow on its surface, and is therefore used in air-conditioning systems, food processing surfaces, and doorknobs to prevent the spread of disease. Building construction is the single largest market for copper, followed by industrial applications, power utility, diverse, consumer and general products and automotive.

A more detailed description including historical data of the copper industry can be found at <http://www.icsg.org>, which is updated from time to time by the International Copper Study Group.

### *Corn*

Corn is a hardy plant that grows in many different areas of the world, and is a native grain of the American continents. Corn is used primarily as livestock feed; it is also used in alcohol additives for gasoline, adhesives, corn oil for cooking and margarine, sweeteners, and as a food for humans.

A more detailed description including historical data of the corn industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Cotton*

Cotton accounts for around one third of total world fibre production. It is used in a wide range of products from clothing to home furnishings to medical products. The weight of cotton is typically measured in terms of a "bale", which is deemed to weigh 480 pounds. The value of cotton is determined according to the staple, grade, and character of each bale. Staple refers to short, medium, long, or extra-long fibre length, with medium staple accounting for about 70 per cent. of all U.S. cotton. Grade refers to the colour, brightness, and amount of foreign matter. Character refers to the fibre's diameter, strength, body, maturity (ratio of mature to immature fibres), uniformity, and smoothness.

A more detailed description including historical data of the cotton industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Gas Oil*

Gas oil is also known as diesel distillate or red diesel and is closely related to heating oil. Heating oil and diesel are both distillates, the difference being that heating oil is permitted to contain more sulphur than diesel fuel. Gas oil is primarily used as a fuel for land and marine transport and in industrial and domestic heating applications. Around 25 per cent. of the yield of a barrel of oil is made up of distillate, with that being broadly divided 80:20 between diesel fuel and heating oil. See also the description under the heading "Heating Oil" below.

### *Gasoline*

Gasoline is primarily used as a fuel for internal-combustion engines. Crude oil is the most economical source of gasoline, and refineries turn over 40 per cent. of every barrel of crude oil into gasoline. The three basic steps to all refining operations are the separation process (separating crude oil into various chemical components), conversion process (breaking the chemicals down into molecules called hydrocarbons), and treatment process (transforming and combining hydrocarbon molecules and other additives). Octane is a measure of a gasoline's ability to resist pinging or knocking noise from the engine. Additional refining steps are needed to increase the octane level, which increases the retail price.

A more detailed description including historical data of the gasoline industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>), and the

International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

### *Gold*

Three factors set gold apart as an investment from most other commodities: it is indestructible; it is fungible; and the inventory of above-ground stocks is enormous relative to the supply flow. Additionally, the liquidity and size of the gold market is unrivalled within the commodities markets. Gold trading on the global market consists of transactions in spot, forwards, and options and other derivatives on the over-the-counter (OTC) market, together with exchange-traded futures and options. The OTC market trades on a 24-hour per day continuous basis and accounts for most global gold trading.

A more detailed description including historical data of the gold industry can be found at <http://www.gold.org>, which is updated from time to time by the World Gold Council.

### *Heating Oil*

Heating oil is a heavy fuel oil that accounts for approximately 25 per cent. of the yield from a barrel of crude oil, the second largest cut after gasoline. Heating oil prices are highly correlated with crude oil prices, although heating oil prices are also subject to swift supply and demand shifts due to weather changes or refinery shutdowns. The primary use for heating oil is residential space heating.

A more detailed description including historical data of the heating oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>) and the International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

### *Kansas Wheat*

Kansas wheat refers to the hard red winter variety whose futures are traded on the Kansas City Board of Trade. Hard red winter wheat is primarily used for bread making and accounts for about 40 per cent. of US wheat production. Winter wheat is planted in the winter. Hard red winter wheat is grown predominantly in Kansas, Nebraska, Oklahoma, and the Texas panhandle. The cold, sub zero winters and the general lack of precipitation make these regions of the country ideal for hard red winter wheat production.

A more detailed description including historical data of the wheat industry can be found at <http://www.ers.usda.gov/topics/crops/wheat.aspx>, which is updated by the United States Department of Agriculture. A more detailed description of Kansas wheat futures contracts can be found at <http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/kc-wheat.html>, which is updated by the Kansas City Board of Trade.

### *Lead*

Lead is soft, ductile, and highly resistant to corrosion. It has been used for more than 7,000 years and is easy to extract, usually being found in ore with zinc, silver, and copper. Lead's high corrosion resistance makes it ideal for buildings; the high density makes it an effective barrier to radiation in hospitals and helps reduce noise in factories as well as in ships. 80 per cent. of lead's end use is for lead acid batteries to provide power in vehicles and emergency power. At least three-quarters of all lead used goes into products which are suitable for recycling and the recovery of lead from scrap requires much less energy than extracting from ore, which is why lead has the highest recycling rate of all the common non-ferrous metals. Over 50 per cent. of lead consumed is derived from recycled or re-used material.

A more detailed description including historical data of the lead industry is updated from time to time on the International Lead and Zinc Study Group website (<http://www.ilzsg.org>).

### *Lean Hogs*

Hogs are generally bred twice a year in a continuous cycle designed to provide a steady flow of production. The time from birth to slaughter is typically six months. Hogs are ready for slaughter at about 254 pounds, producing an average of 89 pounds of lean meat. The lean meat consists of 21 per cent. ham, 20 per cent. loin, 14 per cent. belly, 3 per cent. spareribs, 7 per cent. butt roast and

blade steaks, and 10 per cent. picnic, with the remaining 25 per cent. going into miscellaneous cuts and trimmings. Hogs are produced in three types of operations: feeder pig producers raise pigs from birth to about 10-60 pounds, and feeder pig finishers grow them to slaughter weight; alternatively, farrow-to-finish operations raise hogs from birth to slaughter weight.

A more detailed description including historical data of the lean hog industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Live Cattle*

The cattle and beef industry is divided into two production sectors: cow-calf operations and cattle feeding.

**Cow-calf operations** — The cattle and beef industry begins with the cow-calf operation, which breeds the new calves. Cow-calf operations are typically located on land not suited or needed for crop production. These operations are dependent upon range and pasture forage conditions, which are in turn dependent upon variations in the average level of rainfall and temperature for the area. Herds of cows are bred in the summer, thus producing the new crop of calves in spring. Calves are weaned from the mother after 6-8 months; they spend the next 6-10 months in a “stocker” operation where they grow to 600-800 pounds or near full-size, after which point they are sent to a feedlot and become “feeder cattle”.

**Cattle feedlots** — Cattle feedlots produce high-quality beef by feeding grain and other concentrates for about five months. The animal is considered “finished” when it reaches full weight and is ready for slaughter, typically around 1,200 pounds, and then is sold for slaughter to a meat packing plant.

A more detailed description including historical data of the live cattle industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Natural Gas*

Natural gas is a fossil fuel in gaseous form that is colourless, shapeless, and odourless in its pure form. It is a mixture of hydrocarbon gases formed primarily of methane; it is combustible, clean burning, and gives off a great deal of energy. Natural gas is produced from wells around the world and it is normally transported via pipeline. When pipeline transport is not feasible (e.g. over long distances), the natural gas is turned into a liquid (also called “Liquefied Natural Gas” or LNG) by super-cooling and transported as a liquid on tankers before being warmed up and turned into a gas upon arrival at the delivery port. Natural gas is used primarily for heating and generating electricity by industries such as pulp and paper, metals, chemicals, petroleum refining, stone, clay and glass, plastic, and food processing.

A more detailed description including historical data of the natural gas industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>) and the International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

### *Nickel*

Nickel is a hard, malleable, ductile metal that can take on a high polish. Nickel is also a fair conductor of heat and electricity. Approximately 65 per cent. of nickel is used to manufacture stainless steel and 20 per cent. in other steel and non-ferrous (including “super”) alloys, often for highly specialised industrial, aerospace and military applications. About 9 per cent. is used in plating, and 6 per cent. in other uses including coins and a variety of nickel chemicals (e.g. rechargeable batteries). Nickel plating techniques are employed in applications such as turbine blades, helicopter rotors, extrusion dies, and rolled steel strip.

A more detailed description including historical data of the nickel industry can be found at <http://www.insg.org>, which is updated from time to time by the International Nickel Study Group.

### *Platinum*

Platinum is soft, with a high resistance to corrosion and a high melting point, and is the most dense metal known. It is also a good oxidation catalyst, conductive and oxidation resistant. Traditionally, platinum is mainly used for jewellery, industrial usage, and autocatalysts. Investment demand for

platinum has increased due to the creation of physical platinum backed exchange traded funds. Platinum together with palladium are the major metals used in gasoline and diesel autocatalysts. Other industrial demands include chemical, electrical, petroleum, glass, and dental uses.

A more detailed description including historical data of the platinum industry can be found at <https://forms.thomsonreuters.com/gfms>, which is updated from time to time by GFMS Thomson Reuters.

### *Silver*

Silver has been used for thousands of years in ornaments and utensils, for trade, and as the basis for many monetary systems. It is the most malleable and ductile of all metals with the exception of gold, and conducts heat and electricity better than any other metal. It is not very chemically active, although tarnishing occurs when sulphur and sulphides attack silver. Because silver is too soft in its pure form, a hardening agent, usually copper, is mixed into the silver. Most silver emerges as a by-product from mining; only 30 per cent. of output comes from mines where the main source of revenue is silver (primary silver mine). The term "sterling silver" means silver that contains at least 925 parts of silver per thousand (92.5 per cent.) to 75 parts of copper (7.5 per cent.).

A more detailed description including historical data of the silver industry can be found at <http://www.silverinstitute.org>, which is updated from time to time by The Silver Institute.

### *Soybean Meal*

Soybean meal is a by-product of soybean processing. Soybean meal is the most valuable component obtained from processing the soybean, ranging from 50 per cent. to 75 per cent. of its value. Livestock feeds account for 98 per cent. of soybean meal consumption, with the remainder used in human foods such as bakery ingredients and meat substitutes.

A more detailed description including historical data of the soybean industry can be found at <http://www.ers.usda.gov/topics/crops/soybeans-oil-crops/background.aspx>, which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade soybean meal futures contracts can be found at [http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal\\_contract\\_specifications.html](http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal_contract_specifications.html), which is updated by the Chicago Board of Trade.

### *Soybean Oil*

Soybean oil is the natural oil extracted from whole soybeans; approximately 19 per cent. of a soybean's weight can be extracted as crude soybean oil. It is mainly used in salad and cooking oil, bakery shortening, and margarine, as well as in a number of industrial applications, primarily because soy oil is cholesterol-free and high in polyunsaturated fat. Soybean oil is also used to produce inedible products such as paints, varnish, resins, and plastics. Worldwide, soybean oil is still the largest source of vegetable oil.

A more detailed description including historical data of the soybean oil industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Soybeans*

Soybeans are used to produce a wide variety of food products because of their high protein content without many of the negative factors of animal meat. Processed soybeans are the largest source of protein feed and vegetable oil in the world. Popular soy-based food products include whole soybeans, soy oil for cooking and baking, soy flour, protein concentrates, isolated soy protein, soy milk and baby formula, soy yogurt, soy cheese, soy nut butter, soy sprouts, tofu and tofu products, soy sauce, and meat alternatives.

A more detailed description including historical data of the soybean industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Sugar*

Sugar, also known as sucrose, is a member of the larger group of compounds called carbohydrates, and is characterised by a sweet taste. Sucrose occurs in the highest concentration in sugar cane and



sugar beets, which are produced in over 100 countries around the world. About 75 per cent. of all sugar produced is processed from sugar cane, and the remainder from sugar beets. Raw sugar and refined sugar are two different products that are both traded internationally. Sugar beet producing countries export refined sugar, while sugar cane producing countries export either raw or refined sugar.

A more detailed description including historical data of the sugar industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Tin*

Tin has been used in the production of bronze for at least 5,500 years. Tin is soft, pliable, resistant to corrosion and does not easily oxidise in the air. Therefore, it is widely used to coat other metals. The other important properties of tin are its low melting point, attractive appearance and the ability to readily form alloys with most other metals to create useful materials. Because of the softness of tin, it is seldom used in its pure form and is mainly combined with other metals. The end uses of tin are metal containers (19 per cent.), solders (16 per cent.) transportation (16 per cent.), construction (11 per cent.) and other applications (38 per cent.).

A more detailed description including historical data of the tin industry is updated from time to time on the United States Geological Survey (<http://www.usgs.gov>) and the International Tin Association website ([www.internationaltin.org](http://www.internationaltin.org)).

### *Wheat*

Wheat is a cereal grass that has been grown in temperate regions and cultivated for food since prehistoric times; it is currently widely produced across the world. Wheat is used mainly as a human food and supplies about 20 per cent. of the food calories for the world's population. The primary use for wheat is flour, but it is also used in brewing and distilling, and to make oil, gluten, straw for livestock bedding, livestock feed, hay or silage, newsprint, and other products.

Wheat here refers to the soft red winter variety whose futures are traded on the Chicago Board of Trade. Soft red winter wheat futures are the most actively traded wheat futures contract. Soft red winter wheat is used for cakes, cookies and crackers and accounts for 15 per cent. to 20 per cent. of US wheat production.

A more detailed description including historical data of the wheat industry can be found at <http://www.ers.usda.gov/topics/crops/wheat.aspx>, which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade wheat futures contracts can be found at [http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/wheat\\_contract\\_specifications.html](http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/wheat_contract_specifications.html), which is updated by the Chicago Board of Trade.

### *WTI Crude Oil*

According to the Energy Information Administration (EIA), over the past several decades oil has been the world's foremost source of primary energy consumption. Many varieties of crude oil are produced around the world, each with their own price; the characteristics of each variety depend largely on the particular crude oil's geological history. Because there are so many varieties, crude oils are priced and traded relative to well known benchmarks (called markers). Two of these benchmarks dominate world crude oil futures trading, namely Brent Crude, futures contracts for which are traded in London on the ICE Futures Market, and West Texas Intermediate (WTI) Light Sweet Crude, futures contracts for which are traded on NYMEX. Crude oil prices are influenced by a complex interaction of underlying supply and demand factors, political dynamics and increasingly developed spot, term and futures trading. Therefore these prices tend to be highly volatile. The behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market.

A more detailed description including historical data of the crude oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>) and the International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

## *Zinc*

Zinc is never found in its pure state, but is rather produced from ores (primary zinc), or from scrap and residues (secondary zinc). Approximately three quarters of all zinc is consumed as metal, mainly as a coating to protect iron and steel from corrosion (galvanised metal), as alloying metal to make bronze and brass, as zinc-based die casting alloy, and as rolled zinc. The remaining quarter is consumed as zinc compounds mainly in the negative electrode in dry cell (flashlight) batteries, in the zinc-mercuric-oxide battery cell typically used in watches, cameras, and other electronic devices, and as an antiseptic ointment in medicine. Zinc is also a necessary element for proper growth and development of humans, animals, and plants; it is the second most common trace metal, after iron, found naturally in the human body.

A more detailed description including historical data of the zinc industry is updated from time to time on the International Lead and Zinc Study Group website (<http://www.ilzsg.org>).

## **Futures Markets**

Futures contracts are typically traded on organised exchanges in a wide variety of physical commodities (including petroleum products, metals, and grains) and financial instruments (such as stocks, bonds, and currencies). They are traded in two ways: either in an open outcry environment or through an electronic trading platform.

Futures contracts have standardised terms that are determined by the exchange, rather than by market participants. Standardised terms include: the amount of the commodity to be delivered (the contract size), delivery months, the last trading day, the delivery location or locations, and acceptable qualities or grades of the commodity. This standardisation enhances liquidity, by making it possible for large numbers of market participants to trade the same instrument. Most futures contracts (by volume) are liquidated prior to expiry to avoid physical delivery. The purpose of the physical delivery provision is to ensure convergence between the futures price and the cash market price (however some futures are only cash settled).

Futures trades that are made on an exchange are cleared through a clearing organisation (clearing house), which acts as the buyer to all sellers and the seller to all buyers. When an investor buys or sells a futures contract, they are technically buying from, or selling to, the clearing organisation rather than the party with whom they executed the transaction on the trading floor or through an electronic trading platform.

Futures traders are not required to put up the entire value of a contract. Rather, they are required to post a margin that is typically between 2 per cent. and 10 per cent. of the total value of the contract. Thereafter, the position is "marked to the market" daily. If the futures position loses value, the amount of money in the margin account will decline accordingly. If the amount of money in the margin account falls below the specified maintenance margin, the futures trader will be required to post additional margin to bring the account up the initial margin level. On the other hand, if the futures position is profitable, the profits will be added to the margin account. Because only a margin is required, this is known as an uncollateralised position. If 100 per cent. margin is deposited (earning interest), then this is known as a fully collateralised position and the return is known as a Total Return.

Futures exchanges and clearing houses in the United States are subject to regulation by the Commodity Futures Trading Commission (CFTC). Exchanges may adopt rules and take other actions that affect trading, including imposing speculative position limits, maximum price fluctuations and trading halts and suspensions, and requiring liquidation of contracts in certain circumstances.

Futures markets outside the United States are generally subject to regulation by comparable regulatory authorities. The structure and nature of trading on non-U.S. exchanges, however, may differ from this description.

## **Exchanges**

*CBOT (Chicago Board of Trade, now merged with CME)*

CBOT is a leading futures and futures-options exchange located in Chicago. In its early history, the CBOT traded only agricultural commodities such as corn, wheat, oats and soybeans. Futures contracts at the Exchange evolved over the years to include non-storable agricultural commodities and non-

agricultural products, including U.S. Treasury bonds and notes, 30-Day Federal Funds, stock indexes, and swaps. In 2007, CBOT merged with the Chicago Mercantile Exchange (“CME”), becoming the world’s largest financial exchange market.

#### *CME (Chicago Mercantile Exchange)*

CME is the largest futures exchange in the United States, and also owns and operates the largest futures clearing house in the world. CME products fall into five major areas: interest rates, equities, foreign exchange, agricultural commodities and alternative investments. Two forums are available for trading CME products: the long-standing open outcry trading floors and an electronic trading platform. The CME Clearing House guarantees, clears and settles every contract traded through the CME. In 2007, the CME merged with the Chicago Board of Trade (“CBOT”), becoming the world’s largest financial exchange market.

#### *KCBT (Kansas City Board of Trade)*

The Kansas City Board of Trade was founded in 1856 by a group of Kansas City merchants. It served a function similar to a Chamber of Commerce. Early trading at the exchange was primarily in cash grains. Today, hard red winter wheat futures are the mainstay of the Kansas City Board of Trade. Options on wheat futures were introduced in 1984. In 2012 KCBT became part of the CME Group.

#### *LME (London Metal Exchange)*

LME is the world’s largest futures exchange for base and other metals. LME allows for cash trading, and offers hedging, worldwide reference pricing and storage for physical delivery of trades. Eleven companies have exclusive rights to trade by open outcry, and approximately 100 companies trade inter-office through the London Clearing House, which also clears London Stock Exchange trading. Trades are in futures, options and TAPOs (traded average price contracts, a form of Asian option). Commodities traded on LME include aluminium, copper, zinc, lead, nickel, tin, and aluminium alloy.

In 2012, LME was bought by The Hong Kong Exchange and Clearing Limited (HKEX).

#### *ICE Futures U.S.*

ICE Futures U.S., formerly the New York Board of Trade (“NYBOT”), is a physical commodity futures exchange located in New York City. Its two principle divisions are the New York Coffee Sugar and Cocoa Exchange (“CSCE”) and the New York Cotton Exchange (“NYCE”). In January 2007, NYBOT was acquired by ICE and renamed ICE Futures U.S.

#### *NYMEX (The New York Mercantile Exchange, Inc.)*

NYMEX, or The New York Mercantile Exchange, Inc., is the world’s largest physical commodity futures exchange located in New York City. The exchange handles billions of dollars worth of energy products, metals, and other commodities being traded by open auction and electronically. Trading is conducted through two divisions, the NYMEX Division, home to the energy, platinum, and palladium markets; and the COMEX Division, on which all other metals trade. In 2008, NYMEX merged with CME Group becoming the world’s largest financial exchange market.

## PART 10

### GLOBAL BEARER CERTIFICATES

The following is a non-binding English language translation of the form of Global Bearer Certificates. The definitive German language text, of which the following is a direct and accurate translation, of the form of the Global Bearer Certificates and the Conditions of the Global Bearer Certificates is set out in Annexes 1 and 2 of this document. In the event of any inconsistency between the definitive German language text of the form of the Global Bearer Certificates and the English translation below, the former shall always prevail.

#### Model Form of Global Bearer Certificate (non-binding translation)

##### Global Bearer Certificate for

• registered [see Annex 1] [class of •] Securities

of

##### ETFS Hedged Commodity Securities Limited

Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW

divided into securities with a principal amount of • [see Annex 1] each

As underlying stock for this Global Bearer Certificate the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream"), is holding • [see Annex 1] [class of •] Securities (hereinafter referred to as "Notes") of ETFS Hedged Commodity Securities Limited, Jersey, Channel Islands (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 23 February 2012 between the Company and The Law Debenture Trust Corporation p.l.c. as amended / supplemented from time to time (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of • [see Annex 1] each, registered in the name of Vidacos Nominees Limited, London, England, and held in a special Safe Custody Account with Citibank N.A., London, England. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream to arrange for the delivery and registration in the relevant Register of Security Holders of the Company, in his name or in the name of a third party designated by him of such number of Notes as corresponds to his share in this Global Bearer Certificate.

In respect of all further matters, the Conditions attached to this Global Bearer Certificate and forming an essential part thereof shall apply.

Frankfurt am Main.

**CLEARSTREAM BANKING  
AKTIENGESELLSCHAFT**

**Text of the Conditions of the Global Bearer Certificates  
(non-binding translation)**

**Conditions of the Certificate**

**(non-binding translation)**

1. This Global Bearer Certificate bears the signature of two managing directors, or one managing director and one holder of procuration, of the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream").
2. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream the delivery and the registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of registered • [see Annex 1] [class •] Securities (hereinafter referred to as "Notes") of ETFS Hedged Commodity Securities Limited, Jersey, Channel Islands, (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 23 February 2012 between the Company and The Law Debenture Trust Corporation p.l.c. as amended / supplemented from time to time (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of • [see Annex 1] each, as corresponds to his co-ownership share in this Global Bearer Certificate. Such demand shall be made by the co-owner through his depositary bank to Clearstream, stating to whom the Notes shall be delivered, respectively, the address to which the certificate evidencing the registration shall be mailed by the Registrar.

In addition to the delivery, respectively, transfer fee determined by Clearstream pursuant to § 315 of German Civil Code, the co-owner shall bear any expenses, taxes, fees or duties arising from such delivery resp. transfer and registration.

The co-owners of this Global Bearer Certificate are not entitled to demand delivery of individual bearer certificates out of this Global Bearer Certificate.

3. As a rule, Clearstream shall convey to the co-owner, through his depositary bank and in proportion to his share in the Global Bearer Certificate, all rights arising from the Notes under the laws of England and Jersey, Channel Islands.

Payments of capital, interests and/or other amounts due will be passed on by Clearstream to the co-owner. Furthermore, any terms and conditions announced by Clearstream shall apply.

All payments to the co-owner shall be made in EURO, in accordance with the foreign exchange control regulations prevailing at the time, unless the co-owner has in time before the due date demanded payment in USD (United States Dollars).

4. As a rule, Clearstream shall not exercise voting rights arising in a noteholder meeting. On demand it shall cause a voting proxy to be issued to the co-owner or a third party indicated by him.

The Company has undertaken to publish the agenda of any noteholder meeting as well as the conditions for participating in the meeting and exercising the voting rights before each meeting.

5. Should the issuance of the Global Bearer Certificate be subject at any time to any taxes, fees or duties in the Federal Republic of Germany or in Jersey, Channel Islands, the co-owners shall bear such taxes, fees or duties in proportion to their shares in the Global Bearer Certificate.

Clearstream is entitled to divide among all co-owners in proportion to their co-ownership shares in the Global Bearer Certificate all taxes, fees and duties to which it may at any time be subject in the Federal Republic of Germany or in Jersey, Channel Islands, by the mere fact that it is holding the Notes.

6. If for any reason the Notes should be replaced by other notes or some other valuable, the co-owner's right to the Notes shall convert into a right to the relevant substitutes. In such event these Conditions shall apply *mutatis mutandis*.

7. Clearstream is entitled to substitute another entity for Citibank N.A., London, England, (hereinafter referred to as "Custodian") in its function as Custodian or Vidacos Nominees Limited, London, England, (hereinafter referred to as "Nominee") in its function as Nominee. In such event, Clearstream shall not be responsible for more than careful selection. This does not affect Clearstream's right to assume itself the functions of the Custodian or the Nominee. In the case where the Custodian or the Nominee are replaced, any reference to the Custodian or the Nominee in these Conditions shall be deemed to refer to the new Custodian or Nominee.
8. Should the Notes become good delivery on German stock exchanges in a way which would not require Clearstream's assistance in the present form or should the admission of the Notes in the form of co-ownership shares in the Global Bearer Certificate to trading and official quotation on German stock exchanges be withdrawn, Clearstream shall request from the co-owners instructions as provided for in Clause 2. paragraph 1 above. Should such instructions not be given within 3 months from the publication of the relevant request, Clearstream shall be entitled at its discretion to arrange for registration of the Notes in the name of the co-owner or a third party designated in its request and to deposit the relevant Notes at the co-owner's risk and expense with a depositary designated in its request. All obligations of Clearstream arising from the Global Bearer Certificate shall cease therewith.
9. All notices concerning the Global Bearer Certificate shall be published in at least one supranational newspaper designated by the German stock exchanges to publish obligatory notices of each German stock exchange on which the Notes in form of co-ownership shares in the Global Bearer Certificate are traded and officially quoted.
10. The co-owners shall bear proportionately any prejudice or damage, whether economic or legal, which may affect the Notes held as underlying stock for the Global Bearer Certificate in consequence of *force majeure*, governmental decrees, war, riots, official action at home or abroad or any other circumstances beyond Clearstream's or the Custodian's control.  
  
Clearstream shall perform all its obligations arising from the Global Bearer Certificate with the due care of a proper merchant. If by reason of *force majeure*, governmental decrees, war, riots, official action at home or abroad or by any other circumstances beyond its control it is prevented from performing its obligations, it shall not be responsible.  
  
The Custodian and the Nominee are responsible towards Clearstream for the due performance of their functions. Any claims against the Custodian or the Nominee shall be pursued by Clearstream on the co-owners' behalf. Beyond that Clearstream shall only be responsible for careful selection of the Custodian and the Nominee.
11. Should any of these conditions be or become fully or partly invalid or impracticable, the other conditions shall remain unaffected. Any such invalid or impracticable condition shall be replaced in accordance with the intent and purpose of this contractual agreement.
12. All legal relations between the co-owner and Clearstream shall be governed by the laws of the Federal Republic of Germany. The exclusive court of venue shall be Frankfurt am Main.
13. Except where required by law, an alteration of these Conditions shall be permitted only insofar as it does not impair the rights of the co-owners.

## PART 11

### PARTICULARS OF THE COMMODITY CONTRACT COUNTERPARTIES

#### A Particulars of MLI and BAC

MLI is a company incorporated in England and Wales (Registered Number: 2312079) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number: 147150). MLI is a wholly owned subsidiary of ML UK Capital Holdings Limited and the ultimate parent of MLI is BAC. The registered address of MLI is 2 King Edward Street, London, EC1A 1HQ, United Kingdom.

MLI provides a wide range of financial services globally for business originated in Europe, the Middle East and Africa, Asia Pacific and the Americas. The primary business activities of MLI are to act as a broker and dealer in equities and fixed income, currency and commodities financial instruments; investment banking advisory and underwriting services; and equity and fixed income research. MLI also provides a number of post trade related services to third party clients, including settlement and clearing services to third party clients.

The payment obligations of MLI under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement shall be guaranteed by BAC.

BAC is a bank holding company and a financial holding company incorporated in the State of Delaware, United States. Through BAC's banking and various non-bank subsidiaries throughout the U.S. and in international markets, BAC serves individual consumers, small- and middle-market businesses, institutional investors, large corporations and governments with a full range of banking, investing, asset management and other financial and risk management products and services.

BAC's headquarters and principal executive offices are located at 100 North Tryon Street, Charlotte, NC 28255, United States. BAC's common stock is listed on the New York Stock Exchange. BAC has securities admitted to trading on the regulated market of the London Stock Exchange, including various series of notes issued under its US\$65,000,000,000 Euro Medium-Term Note Programme.

**For the avoidance of doubt, the Currency-Hedged Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, BAC or any of its subsidiaries (including, but without limitation, MLI). Security Holders will have no recourse to BAC or MLI in respect of the Commodity Securities**

#### B Particulars of CGML and CGMH

CGML is a company registered in England and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. CGML was incorporated on 21 October 1983 as Stockrobe Limited and changed its name to Salomon Brothers International Limited on 1 February 1984 and to Citigroup Global Markets Limited on 7th April 2003. The registered address of CGML is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

CGML has a major international presence as a dealer, market maker and underwriter in equity, fixed income and commodities, as well as providing advisory services to a wide range of corporate, institutional and government clients. It is headquartered in London and operates globally from the UK and its branches in Europe and the Middle East.

The payment obligations of CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement shall be guaranteed by CGMH.

CGMH is a corporation incorporated in the State of New York. CGMH, operating through its subsidiaries, engages in full-service investment banking and securities brokerage business. CGMH was incorporated in New York on 23 February 1977 and is the successor to Salomon Smith Barney Holdings Inc., a Delaware corporation, following a statutory merger effective on 1 July 1999, the purpose of which was to change the state of incorporation from Delaware to New York. On 7 April 2003 CGMH filed a Restated Certificate of Incorporation in the State of New York changing its name from Salomon Smith Barney Holdings Inc. to Citigroup Global Markets Holdings Inc.

CGMH's parent, Citigroup Inc. (Citigroup or Citi), is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services. Citigroup has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. Citigroup Inc. currently operates, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup Inc.'s Global Consumer Banking businesses (which consists of Regional Consumer Banking in North America, Europe, the Middle East and Africa, Asia and Latin America) and the Institutional Clients Group (Banking and Markets and Securities Services); and Citi Holdings, which consists of Brokerage and Asset Management, Local Consumer Lending, and a Special Asset Pool. There is also a third segment, Corporate/Other.

The principal offices of CGMH are located at 388 Greenwich Street, New York, New York 10013. CGMH has securities admitted to trading on the regulated market of Euronext Dublin, including as issuer of various series of notes issued under the Citi U.S.\$10,000,000,000 Global Structured Note Programme.

**For the avoidance of doubt, the Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, CGMH or any of its subsidiaries (including, but without limitation, CGML) (together, "Citi"). Security Holders will have no recourse to Citi in respect of the Commodity Securities.**

The information on the Commodity Contract Counterparties and Guarantors in this Prospectus is based upon information made available to the Issuer by the Commodity Contract Counterparties and Guarantors.



## PART 12

### TAXATION

#### 1. UK Taxation

##### (a) General

The following paragraphs summarise certain limited aspects of the UK taxation treatment of holding Currency-Hedged Commodity Securities. They are based on current UK law and HM Revenue & Customs practice, both of which are subject to change, possibly with retrospective effect. The following paragraphs relate to Security Holders who are within the charge to UK corporation tax, are UK resident individuals or which are UK open-ended investment companies or authorised unit trust schemes unless otherwise stated. The statements in this summary are intended only as a general guide, and should be treated with appropriate caution. Any person who is contemplating acquiring Currency-Hedged Commodity Securities (whether or not pursuant to the Programme), particularly if that person is subject to taxation in any jurisdiction other than the UK, is strongly recommended to consult their independent professional advisers immediately.

##### (b) The Issuer

The Directors intend that the affairs of the Issuer should be managed and conducted so that it should not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Issuer does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Issuer within the charge to UK income tax, the Issuer will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Issuer are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

##### (c) Withholding Tax

No payments made by the Issuer to Security Holders are required to be made under deduction or withholding for or on account of UK tax.

##### (d) Corporation Tax on income and gains

In general, a Security Holder which is subject to UK corporation tax will be treated for tax purposes as realising profits, gains or losses in respect of Currency-Hedged Commodity Securities on a basis reflecting the treatment in its statutory accounts, calculated in accordance with generally accepted accounting practice. These profits, gains or losses, (which will include any profits, gains or losses on a disposal or redemption of Currency-Hedged Commodity Securities and which may include fluctuations in value relating to foreign exchange gains and losses) will be treated as income profits or losses for the purposes of a Security Holder's corporation tax computation.

##### (e) Capital Gains Tax (Individuals)

Provided the Currency-Hedged Commodity Securities are not treated as "deeply discounted securities" for UK tax purposes, any transfer or redemption of a Currency-Hedged Commodity Security by a Security Holder who is a UK individual will, subject to the offshore fund rules mentioned below, be a disposal of that Currency-Hedged Commodity Security for UK capital gains tax purposes which may, subject to any available exemption or relief, give rise to a chargeable gain or allowance loss for those purposes.

Subject to this, it is expected that the Currency-Hedged Commodity Securities will not be treated as "deeply discounted securities" for UK tax purposes, however, investors are advised to consult their own tax advisers in this regard.

The Issuer may be treated as an “offshore fund” for UK tax purposes, and accordingly, Currency-Hedged Commodity Securities may be treated as investments in an “offshore fund” for UK tax purposes.

If this is the case, and the Currency-Hedged Commodity Securities are not treated as “deeply discounted securities” and no other exemption applies, any gain accruing to an investor upon the sale, redemption or other disposal of Currency-Hedged Commodity Securities will be taxed as income and not as a capital gain, unless the Issuer achieves certification as a “reporting fund”. The Issuer has obtained notification from HM Revenue & Customs that those classes of Currency-Hedged Commodity Securities listed on the London Stock Exchange have been accepted for entry into the “reporting fund” regime and it intends to apply for approval of such classes that are issued in the future. Certain other classes have also been accepted for entry into the “reporting fund” regime. Investors are referred to HM Revenue & Customs’ website for a full list of those classes accepted into the regime. While it is expected that certification as a “reporting fund” will be received and maintained in respect of the relevant classes for all periods this cannot be guaranteed.

Note that under the reporting fund rules the Issuer is required to report to investors 100 per cent. of the net income attributable to the relevant class of Currency-Hedged Commodity Securities. It is not expected that any such reportable income will arise in respect of any of the Currency-Hedged Commodity Securities.

A copy of the annual report required to be made to investors under the reporting fund rules will be provided on the following website: <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> under the ‘ETF Securities Financial and Tax Information’ tab.

(f) **Income Tax (Individuals)**

If the Currency-Hedged Commodity Securities are treated as “deeply discounted securities” for UK tax purposes, and do not qualify as “excluded indexed securities” for those purposes, any profit arising to a Security Holder who is a UK individual on transfer or redemption of Currency-Hedged Commodity Securities will be subject to UK income tax and not to UK capital gains tax.

(g) **UK Open-Ended Investment Companies and Authorised Unit Trust Schemes**

Whilst UK open-ended investment companies and authorised unit trust schemes are generally subject to UK corporation tax (currently at the basic income tax rate of 20 per cent.) they are exempt from tax on capital gains. Part 2 of The Authorised Investment Funds (Tax) Regulations 2006 (S.I. No. 2006/964) (the “**Regulations**”) provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes on creditor loan relationships and derivative contracts. In this respect capital profits, gains or losses are those which, in accordance with UK generally accepted accounting practice, fall to be dealt with in the statement of total return (under the heading of “net capital gains/losses”) in accordance with the relevant Statement of Recommended Practice. These provisions do not however apply to a qualified investor scheme which does not meet the genuine diversity of ownership condition. In addition, Part 2B of the Regulations treats all capital profits, gains and losses (determined in accordance with UK generally accepted accounting practice, as described above) arising to a UK open-ended investment company or authorised unit trust, which meets the genuine diversity of ownership condition, from an “investment transaction” (which includes loan relationships and derivative contracts) as a non-trading transaction and thus not taxable as income. These Parts of the Regulations will determine whether any profits, gains or losses arising to a Security Holder which is a UK open-ended investment company or authorised unit trust scheme in respect of Currency-Hedged Commodity Securities will be exempt from tax.

(h) **Stamp Duty and Stamp Duty Reserve Tax (‘SDRT’)**

Provided the Register is not kept by or on behalf of the Issuer in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, Currency-Hedged Commodity Securities in Uncertificated Form.

In the case of Currency-Hedged Commodity Securities held in Certificated Form, provided (i) the Register is not kept by or on behalf of the Issuer in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to anything to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of Currency-Hedged Commodity Securities.

The redemption of Currency-Hedged Commodity Securities will not give rise to stamp duty or SDRT.

(i) **Inheritance Tax (Individuals)**

For the purposes of inheritance tax, a Currency-Hedged Commodity Security may form part of the value of the estate of a Security Holder who is an individual and inheritance tax may (subject to certain exemptions and reliefs) become payable in respect of the value of a Currency-Hedged Commodity Security on a gift of that Currency-Hedged Commodity Security by, or on the death of, a Security Holder who is an individual. Such a tax charge may be subject to appropriate provisions in any applicable double taxation treaty.

(j) **Organisation for Economic Co-operation and Development (“OECD”) Common Reporting Standard**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“CRS”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with other participating tax authorities in which the investors of the reporting financial institutions are tax resident on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in September 2017. Jersey has committed to implement the CRS. As a result, the Issuer will be required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject the Issuer to penalties and/or other sanctions under the implementing regulations in Jersey and/or an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Currency-Hedged Commodity Securities.

## 2. Jersey Taxation

*The following paragraphs summarise certain aspects of Jersey taxation treatment of holding Currency-Hedged Commodity Securities. The statements are intended only as a general guide.*

(a) **General**

Under the Income Tax (Jersey) Law 1961 (the “**Jersey Income Tax Law**”), the Issuer will be regarded as resident in Jersey but (being neither a financial services company, a specified utility company nor a large corporate retailer nor in the trade of importing into Jersey and/or supplying in Jersey hydrocarbon oil under the Jersey Income Tax Law at the date hereof) will (except as noted below) be subject to Jersey income tax at a rate of 0 per cent.

The Issuer will not be required to make any deduction or withholding for, or on account of, Jersey income tax from any payments in respect of the Currency-Hedged Commodity Securities. Holders of the Currency-Hedged Commodity Securities (other than residents of Jersey) should not be subject to any tax in Jersey in respect of the holding, sale, redemption or other disposition of its Currency-Hedged Commodity Securities. Redemption payments (other than to residents of Jersey) will not be subject to withholding for or on account of Jersey tax.

(b) **Stamp duty**

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Currency-Hedged Commodity Securities. In the event of the death of an individual sole holder of Currency-Hedged Commodity Securities, duty at rates of up to 0.75 per cent. of the value of the Currency-Hedged Commodity Securities held, subject to a cap of £100,000, may be payable on registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Currency-Hedged Commodity Securities held by the deceased individual sole holder thereof.

(c) **Goods and services tax**

The Issuer is an “international services entity” for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the “**GST Law**”). Consequently, the Issuer is not required to:

- (i) register as a taxable person pursuant to the GST Law;
- (ii) charge goods and services tax in Jersey in respect of any supply made by it; or
- (iii) (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

(d) **Intergovernmental Agreement between Jersey and the United States**

The U.S. Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the U.S. known as the Foreign Account Tax Compliance Act (“**FATCA**”). Under FATCA, a 30 per cent. withholding tax may be imposed on payments of U.S. source income and certain payments of proceeds from the sale of property that could give rise to U.S. source income, unless the Issuer complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect U.S. holders of Currency-Hedged Commodity Securities issued by the Issuer to the U.S. Internal Revenue Service (“**IRS**”) or to the relevant Jersey authority for onward transmission to the IRS. A holder of Currency-Hedged Commodity Securities issued by the Issuer that fails to provide the required information to the Issuer may be subject to the 30 per cent. withholding tax with respect to any payments directly or indirectly attributable to U.S. sources and the Issuer might be required to redeem any Currency-Hedged Commodity Securities held by such holder.

On 13 December 2013 an intergovernmental agreement was entered into between Jersey and the US in respect of FATCA which agreement was enacted into Jersey law as of 18 June 2014 by the Taxation (Implementation) (International Tax Compliance) (United States of America) (Jersey) Regulations 2014.

Although the Issuer will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Issuer will be able to satisfy such obligations. If the Issuer becomes subject to a withholding tax as a result of FATCA, the return on some or all Currency-Hedged Commodity Securities issued by the Issuer may be materially and adversely affected. In certain circumstances, the Issuer may compulsorily redeem some or all of the Currency-Hedged Commodity Securities held by one or more holders and/or may reduce the redemption proceeds payable to any holder of Currency-Hedged Commodity Securities.

(e) **Organisation for Economic Co-operation and Development (“OECD”) Common Reporting Standard**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“**CRS**”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all

reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. Jersey has implemented the CRS by the Taxation (Implementation) (International Tax Compliance) (Common Reporting Standards) (Jersey) Regulations 2015. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Jersey has committed to a common implementation timetable which has seen the first exchange of information in 2017 in respect of accounts open at the end of 2015, with further countries committed to implement the new global standard.

Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Currency-Hedged Commodity Securities.

(f) **Base Erosion and Profit Shifting**

The law and any other rules or customary practice relating to tax, or its interpretation in relation to the Issuer, its assets and any investment of the Issuer may change during its life. In particular, both the level and basis of taxation may change. In particular, the outcome of the on-going global Base Erosion and Profit Shifting (BEPS) project could substantially affect the tax treatment of the Issuer. Additionally, the interpretation and application of tax rules and customary practice to the Issuer, its assets and investors by any taxation authority or court may differ from that anticipated by the Issuer. Both could significantly affect returns to investors.

**3. Taxation in Austria**

(a) **General**

The following is a brief summary of some principles of Austrian tax law that may be of relevance for Austrian resident holders of the Currency-Hedged Commodity Securities. It does not claim to fully describe all Austrian tax consequences of the acquisition, ownership, disposition or redemption of the Currency-Hedged Commodity Securities. This summary does not take into account or discuss the tax laws of any country other than Austria nor does it take into account the investors' individual circumstances.

Prospective investors are advised to consult their own professional advisors to obtain further information about the tax consequences of the acquisition, ownership, disposition, redemption, exercise or settlement of the Currency-Hedged Commodity Securities. Only personal advisors are in a position to adequately take into account special tax aspects of the particular securities in question as well as the investor's personal circumstances and any special tax treatment applicable to the investor. Tax risks resulting from the Currency-Hedged Commodity Securities (in particular from a potential qualification as a foreign investment fund within the meaning of section 188 of the Austrian Investment Funds Act) shall in any case be borne by the investors.

This summary is based on Austrian law as in force when drawing up this Prospectus. The laws and their interpretation by the tax authorities may change and such changes may also have retroactive effect. With regard to certain innovative or structured financial securities or instruments there is currently hardly any case law or comments of the fiscal authorities as to the tax treatment of such financial securities and instruments. Accordingly, it cannot be ruled out that the Austrian fiscal authorities and courts or the Austrian paying agents adopt a view different from that outlined below.

With the Tax Reform Act 2015/2016 the withholding tax rate and the flat (special) income tax rate pursuant to section 27a Austrian Income Tax Act (*Einkommensteuergesetz*, "AITA") for most investment income of individuals was increased from 25 per cent. to 27.5 per cent. from 1 January 2016. Limited exceptions apply in relation to certain investment income, mainly interest on bank accounts, for which the applicable rate remains at 25 per cent. Loss compensation rules were also amended. Prospective investors are advised to consult their own professional advisors in this regard.

(b) **Taxation of capital gains or redemption gains upon disposal or redemption of the Currency-Hedged Commodity Securities**

**Individual Investors**

Under the tax regime that applies to most types of investment income (*Einkünfte aus Kapitalvermögen*) including capital gains upon the disposal or redemption of Currency-Hedged Commodity Securities are subject to a 27.5 per cent. flat tax rate. If the Currency-Hedged Commodity Securities are deposited with an Austrian custodian bank, the bank will, in most circumstances, withhold the 27.5 per cent. capital gains tax and forward it to the tax authorities. If for an individual the 27.5 per cent. flat rate is higher than the rate which would be applicable under the regular progressive tax rate (0 per cent. — 55 per cent. depending on the individual's total annual income) applicable for this individual, the individual can apply for a tax refund in his or her annual tax return. Expenses in this regard (e.g., bank fees or commissions) are not tax deductible (*Abzugsverbot*) according to section 20 para 2 AITA.

For Currency-Hedged Commodity Securities acquired and sold or redeemed before 31 March 2012, capital gains might have been subject to the full progressive tax rate of up to 50 per cent. This applied in any event when the holding period did not exceed one year.

Capital gains realised upon Currency-Hedged Commodity Securities es acquired and sold or redeemed after 31 March 2012 were always taxable at 25 per cent. (until 31 December 2015) or 27.5 per cent. (from 1 January 2016) regardless of the holding period.

Generally, a loss compensation is possible within the class of investment income. Losses derived from the disposal or redemption of the Currency-Hedged Commodity Securities can though not be compensated with interest income on bank accounts or distributions by private foundations. Furthermore, investment losses in relation to assets taxed at the flat (special) tax rate of 27.5 per cent. for investment income may only be compensated with positive income from assets which are also taxed at this special tax rate.

In case an individual holds the Currency-Hedged Commodity Securities as a business asset, losses from a sale or redemption of the Currency-Hedged Commodity Securities may be compensated primarily only with positive income from gains on investment assets which are also taxed at the flat (special) income. Only 55 per cent. of a remaining loss may be compensated with a positive business income from other sources.

The Treaty between the Republic of Austria and the Swiss Confederation on Cooperation in the Areas of Taxation and Capital Markets was revoked completely as at 1 January 2017 when the agreement regarding the introduction of the global automatic exchange of information (AEOI) standard between the European Union and Switzerland entered into force. As a result, income that used to be covered by the revoked treaty, is subject to the Swiss equivalent of the Austrian Common Reporting Standard Act (see below) from 1 January 2017. The Treaty between the Republic of Austria and the Principality of Liechtenstein on Cooperation in the Area of Taxation ("**Tax-Treaty**") was revised with regard to the implementation of the AEOI-Agreement between Austria and Liechtenstein as well with effect from 1 January 2017. As a result certain accounts of tax transparent asset structures (*steuerlich transparente Vermögensstrukturen*) existing on 31 December 2016 and of non-transparent asset structures (*steuerlich intransparente Vermögensstrukturen*) may further be subject to the Tax Treaty and exempt from AEOI. The Tax Treaty provides that a Liechtenstein, paying agent has to withhold a tax amounting to 25 or 27.5 per cent. on, *inter alia*, interest income, dividends and capital gains from assets booked with an account or deposit of such Liechtenstein paying agent or managed by a Liechtenstein paying agent, if the relevant holder of such assets (mainly individuals on their own behalf and beneficial owners of assets, held by a company domiciled in Liechtenstein) is tax resident in Austria. For Austrian income tax purposes this withholding tax has the effect of final taxation regarding the underlying income if the Austrian Income Tax Act provides for the effect of final taxation for such income. The taxpayer can opt for voluntary disclosure instead of the withholding tax by expressly authorising the Liechtenstein paying agent to disclose to the competent Austrian authority the income and capital gains; these subsequently have to be included in the income tax return.

For the purpose of the above outlined principles it is assumed that the Currency-Hedged Commodity Securities are securitized, legally and factually offered to an indefinite number of

persons (public offering) and are neither equity instruments as shares or participation rights (*Substanzgenussrechte*) nor investment fund units. In case of private placements other principles apply. However, for not securitized derivatives the principles outlined above would be applicable if the custodian bank or paying agent (*auszahlende Stelle*) pays tax as explained above on a voluntary basis.

In case no withholding tax is levied on income from the Currency-Hedged Commodity Securities (i.e., income is not paid out by a custodian bank or paying agent in Austria), Austrian resident individual investors will have to declare the income derived from the Currency-Hedged Commodity Securities in their income tax returns pursuant to the Austrian Income Tax Act. In this case the income from the Currency-Hedged Commodity Securities is subject to a flat income tax rate of 27.5 per cent. pursuant to section 27a subparagraph 1 AITA.

Upon relocation abroad investment income until the time of relocation is taxable in Austria. However, in case of relocation within the European Union or the European Economic Area (under certain conditions regarding assistance among the authorities) taxation can be postponed upon actual realization of the income based on a respective application for Currency-Hedged Commodity Securities held as non-business assets. Special rules also apply to the transfer of a custodian account from Austria abroad. Since 1 January 2016 for Currency-Hedged Commodity Securities held as business assets, exit tax arises upon relocation but generally may be paid over five years (until 31 December 2018 seven years).

In case the investor (natural person) is neither Austrian resident nor has his/her abode in Austria, Austrian income tax will not apply on interest payments as well as capital gains from the redemption or disposal of the Currency-Hedged Commodity Securities, provided that the issuer is not Austrian resident, does not have its seat or place of management in Austria or is not an Austrian branch of a foreign credit institution. If the investment income of non-resident individual investors is not subject to limited income tax liability in Austria, tax deduction can be omitted, subject to certain conditions. The Austrian custodian or paying agent may refrain from withholding already at source if the non-resident investor furnishes proof of non-residency.

### **Corporate Investors**

Corporate entities are in general subject to a 25 per cent. flat corporate income tax rate. Capital gains incurred upon disposal or redemption of the Currency-Hedged Commodity Securities are subject to this general 25 per cent. taxation. Generally, withholding tax is credited against corporate income tax. Corporate investors deriving business income from the Currency-Hedged Commodity Securities may avoid the application of withholding tax by filing a declaration of exemption (*Befreiungserklärung*) in the meaning of section 94 no 5 of the AITA with the custodian or paying agent. Additionally the Currency-Hedged Commodity Securities have to be held in a custodial account with a credit institution.

Losses from the disposal or redemption of Currency-Hedged Commodity Securities are generally deductible and can be carried forward. Restrictions for loss compensations apply for businesses focused on the management of immaterial assets. Losses generated in such business may only be compensated with profits generated in such business (but not other profits).

Generally, for private foundations holding the Currency-Hedged Commodity Securities as non-business assets, the same tax rules as for individuals (see above) apply. However, in case of private foundations pursuant to the Austrian Private Foundations Act fulfilling the prerequisites contained in section 13 subparagraph 1 of the Austrian Corporate Income Tax Act and holding the Currency-Hedged Commodity Securities as a non-business asset no withholding tax is levied on income on such Securities under the conditions set forth in section 94 no 12 of the AITA. Interest or income from the disposition, redemption, exercise or settlement of the Currency-Hedged Commodity Securities is not subject to the flat (special) income tax rate of 27.5 per cent. Instead, on such income an interim tax (*Zwischensteuer*) at a rate of 25 per cent. is levied. This interim tax can be credited against withholding tax for amounts granted to beneficiaries of the private foundation pursuant to the Austrian Private Foundations Act.

(c) **Other taxes**

**Transfer Taxes**

There are no transfer taxes, registration taxes or similar taxes payable in Austria as a consequence of the acquisition, ownership, disposition or redemption of the Currency-Hedged Commodity Securities.

**Inheritance or Gift Taxes**

The Austrian inheritance and gift tax (*Erbschafts-und Schenkungssteuer*) was abolished with effect as of 1 August 2008.

Gifts upon living persons (*Schenkungen unter Lebenden*) are, however, to be notified to the tax authorities. This applies if the donor or the acquirer is an Austrian tax resident at the time of the donation. In case of corporations the registered seat or the actual place of management in Austria is relevant. Exemptions apply to donations between close family members if the value of the gift(s) does not exceed EUR 50,000 within one year and to donations between other persons if the value of the gift(s) does not exceed EUR 15.000 within five years. Although this disclosure requirement does not trigger any tax for the donation in Austria, breach of the disclosure requirement may be fined with an amount up to 10 per cent. of the value of the gift.

Certain gratuitous transfers of assets to (Austrian and foreign) private foundations and comparable legal estates are subject to foundation transfer tax (*Stiftungseingangssteuer*). Such tax is triggered if the transferor and/or the transferee at the time of the transfer have a domicile, their habitual abode, their legal seat or their place of management in Austria. Certain exemptions apply in cases of transfers mortis causa of certain financial assets if income from such financial assets is subject to tax at the flat (special) income tax rate of 27.5 per cent. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate is in general 2.5 per cent. with a higher rate of 25 per cent. applying in special cases. Special provisions apply to transfers to entities falling within the scope of the tax treaty between Austria and Liechtenstein.

Further, gratuitous transfers of Currency-Hedged Commodity Securities may trigger income tax at the level of the transferor.

**VAT**

The acquisition or disposal of the Currency-Hedged Commodity Securities is not subject to Austrian VAT.

**Application of the Austrian Investment Fund Act**

There is a risk that Currency-Hedged Commodity Securities may in certain cases be requalified as units in a foreign investment fund. Pursuant to sec 188 of the Austrian Investment Funds Act, the term "foreign investment fund" comprises (i) undertakings for collective investment in transferable securities ("UCITS") the state of origin of which is not Austria, (ii) alternative investment funds ("AIF") pursuant to the Austrian Act on Alternative Investment Fund Managers (*Alternative Investmentfonds Manager-Gesetz*) the state of origin of which is not Austria; and (iii) alternatively undertakings subject to a foreign jurisdiction, irrespective of the legal form they are organized in, the assets of which are invested according to the principle of risk-spreading on the basis either of a statute, of the undertaking's articles or of customary exercise, in cases of abnormally low taxation in the state of residence. However, there are uncertainties about the conditions that have to be met by a foreign issuer to be qualified as AIF manager. Regarding the definition of an AIF, the guidelines of the Austrian Financial Market Authority ("FMA") have to be observed. Prospective investors are advised to consult their tax advisors to obtain further information about the interpretation and tax consequences in this regard. In this respect it should be noted that the Austrian tax authorities have commented upon the fact that also debt securities as for instance certificates may be classified as AIF, in the Investment Fund Regulations 2018 (item 77). Pursuant to these regulations, this may be so in particular if there is an obligation to the investor regarding the investment of the issue proceeds as well as the possibility of influence by the issuer regarding the performance of the investment. The term investment fund, however,



does not encompass collective real estate investment vehicles pursuant to the Austrian Real Estate Funds Act (*Immobilien-Investmentfondsgesetz*).

In case of requalification of a financial instrument into a foreign investment fund, such foreign investment fund units are regarded as transparent for tax purposes. Both distributions as well as retained income are subject to income tax. Retained income may be deemed distributed for tax purposes (so called “*income equivalent to distributions*” “*ausschüttungsgleiche Erträge*” as early as on 31 December of each year. In case a foreign investment fund does not have an Austrian tax representative or such income equivalent to distributions is not reported to the Austrian tax authorities by the investor itself, a lump sum calculation will take place. Such lump sum calculation generally results in a higher tax basis. Generally, the flat (special) income tax rate of 27.5 per cent. applies. Capital gains on a disposal of units in foreign investment funds are taxed by means of the 27.5 per cent. withholding tax or are taxed at the Special Income Tax Rate of 27.5 per cent. In addition, on non-investment income the progressive tax rate is applicable. Please also discuss this issue with your personal tax advisor if you consider investing in a Currency-Hedged Commodity Security.

(d) **International Exchange of Information**

Based on the so-called “OECD Common Reporting Standard”, the states which have committed themselves to implement this standard (Participating States) will exchange potentially taxation-relevant information about financial accounts which an individual holds in a Participating State other than his country of residence. This procedure commenced in 2017 with information for the year 2016. Austria was granted an additional year to implement the new rules.

Austria implemented the relevant directive of the European Council (2014/107/EU) with the Austrian Common Reporting Standard Act (*Gemeinsamer Meldestandard-Gesetz, GMSG*) which became effective on 1 January 2016. The GMSG determines for the purpose of the multilateral mechanism for automatic tax information exchange between Austria and the competent authorities of the other EU member states and of participating non EU countries reporting and due diligence requirements for reporting financial institutions regarding notification obligations via the competent Austrian tax authority. Generally, reporting requirements under the GMSG are applicable to periods starting on 1 January 2017. The notifications generally have to be made not later than by the end of June for the previous calendar year.

#### **4. Taxation in Denmark**

(a) **Introduction**

This is a brief summary of relevant principles in Danish tax legislation intended for Danish holders of Currency-Hedged Commodity Securities.

The purpose of this summary is not to include all Danish tax issues that may be relevant in connection with an acquisition of Currency-Hedged Commodity Securities. It does not deal with the tax consequences applicable to all categories of investors, i.e. for professional dealers in securities special rules may apply.

The summary is based on Danish tax legislation effective on 15 March 2019. Taxation in other countries is not included.

It should be noted, that Danish tax legislation may change at any time as a result of new legislation, new court practices or decrees issued by the Danish Tax authorities, potentially with retroactive effect.

Investors should consult their own tax advisors with regard to any tax consequences that may be relevant when acquiring, holding, redeeming, selling or other transferring of Currency-Hedged Commodity Securities.

(b) **The general rule**

Financial instruments, including Currency-Hedged Commodity Securities, are deemed debt instruments governed by special provisions on financial contracts in the Danish Act on Taxation

of Debt, Debt Claims and Financial Contracts (in Danish: "*Kursgevinstloven*"). This means that the taxable base of Currency-Hedged Commodity Securities is taxed separately from the underlying assets applying a mark-to-market principle, i.e. on an unrealised basis.

Any profit or loss for tax purposes only is calculated at the end of each tax period (usually a period of 12 months).

Any increase of value or gain during the period is subject to taxation and any decrease of value or loss during the period is deductible (certain exceptions may apply).

(c) **Security Holders liable to corporate tax**

The general rule mentioned in paragraph (b) applies to security holders liable to corporate tax.

Calculated profit is subject to taxation at a flat rate of 22 per cent. and calculated loss is generally deductible (certain exceptions apply).

(d) **Individuals holding Currency-Hedged Commodity Securities**

The general rule mentioned in paragraph (b) applies to individuals holding Currency-Hedged Commodity Securities.

Calculated profit is subject to taxation as capital income at a tax rate of 42 per cent.

Opposite to security holders liable to corporate tax, Individuals can only deduct such losses against taxable profit from other financial instruments in the same tax period. Utilisation of any additional loss requires that the individual has had profit from financial instruments which has been taxed in previous years from 2002 and onwards. Any further losses can be carried forward and deducted against profit from financial instruments in future income years.

In addition hereto, certain exceptions apply regarding deduction of losses.

Other rules apply if an individual is deemed a professional investor (in Danish referred to as a "*Pengenæringsdrivende*").

(e) **Investors holding Currency-Hedged Commodity Securities via a pension scheme**

The investor will generally be subject to taxation on the same base as individuals holding Currency-Hedged Commodity Securities directly, see paragraph (d).

A Danish individual investor is subject to taxation at a flat rate of 15.3 per cent. of the profit pursuant to section 2 of The Pension Investment Returns Tax Act (in Danish: "*Pensionsafkastbeskatningsloven*").

(f) **Individuals covered by the business tax scheme**

It is possible for an individual to hold Currency-Hedged Commodity Securities through the business tax scheme (in Danish: "*Virksomhedsskatteordningen*").

(g) **Withholding taxes**

As the Issuer is not established in Denmark, there is no deduction or withholding of Danish tax on payments from the Issuer to the investor upon redemption of Currency-Hedged Commodity Securities.

(h) **VAT**

A transfer of Currency-Hedged Commodity Securities is not subject to Danish value added tax.

(i) **Inheritance/gift tax**

Upon inheritance, a specific tax shall be paid if the deceased is resident within Denmark. The tax is calculated on the basis of a total value of inheritance exceeding (in 2019 DKK 295,300 corresponding to approximately EUR 39,600).

The tax rate for close relatives is 15 per cent.

For other beneficiaries the tax rate is 36.25 per cent.

A non-separated spouse is not subject to taxation upon inheritance or gifts.

Gifts exceeding DKK 65,700 (2019) per year (corresponding to approximately EUR 8,819) to close relatives are taxed at a rate of 15 per cent.

(j) **Common Reporting Standard**

In Denmark, the Common Reporting Standard (“CRS”) applies (in Danish: “*CRS-Aftalen*”).

The agreement was implemented 29 October 2014 and addresses the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing costs for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information.

Security holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information can cause the investor to become liable for any penalties or other expenses and/or be required to redeem his or her Currency-Hedged Commodity Securities.

**5. Taxation in Finland**

(a) **General**

The following is a brief summary of some important principles of Finnish tax law that may be of relevance for Finnish resident investors acquiring, holding, redeeming or selling Currency-Hedged Commodity Securities. The summary does not fully cover all aspects of Finnish tax law that may be of relevance to the Currency-Hedged Commodity Securities. The summary is based on Finnish tax law as of the date of this Prospectus (rates as at 14 March 2019).

It should also be noted that the taxation of investors may change at any time as a result of new legislation, court practice or decrees issued by the relevant taxation authorities, potentially with retroactive effect. Investors interested in acquiring the Currency-Hedged Commodity Securities should consult their tax advisors with regard to any tax consequences that may be involved in acquiring, holding, redeeming, selling or gratuitously transferring the Currency-Hedged Commodity Securities. Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.

(b) **Tax on income and capital gains**

***Resident individuals***

Individuals and death estates who sell their Currency-Hedged Commodity Securities are subject to capital gains taxation at the rate of 30 per cent. and 34 per cent. for taxable capital income exceeding €30,000. The taxable capital gain on disposal of Currency-Hedged Commodity Securities is calculated by deducting the acquisition costs and sales costs from the sales price. Alternatively, the taxable capital gain can be calculated by deducting from the sales price as a deemed acquisition cost 20 per cent. of the sales price (40 per cent. for Currency-Hedged Commodity Securities held for at least 10 years). According to the Finnish Income Tax Act, capital losses that arise after 1 January 2016 can be deducted from capital gains as well as from other capital income arising during the year of disposal and the five following years. Capital losses from prior to 2016 are deductible only from capital gains (but not from other capital income). A capital gain is tax exempt if the aggregate income derived from disposals of assets during the tax year is less than €1,000.

***Resident companies***

Resident companies are taxable on their worldwide income at the general corporate income tax rate of 20 per cent. This applies to both business income and other income.

Any capital gain or income from the Currency-Hedged Commodity Securities relating to the business operations is regarded as taxable business income and the tax assessment is made according to the Business Income Tax Act. Generally, expenses incurred in acquiring or maintaining taxable business income are deductible. Tax losses can generally be carried forward for ten years.

Where the investment in the Currency-Hedged Commodity Securities does not form part of business assets, tax assessment is made according to the Income Tax Act. Capital gains and income on the Currency-Hedged Commodity Securities are then taxed as other income of the company. Capital losses from the disposal and/or redemption of the Currency-Hedged Commodity Securities can be deducted from capital gains arising during the year of disposal and the following five years. Losses in the company's business income source cannot be deducted from the company's other income source or *vice versa*.

The Parliament of Finland has recently approved legislation abolishing the division of companies' income sources into business income and other income. New legislation enters into force on 1 July 2019 and it is first applied to tax year 2020. As a result of the new legislation, companies' income is under main rule calculated solely based on the Business Tax Act as described above. However, where the investment in the Currency-Hedged Commodity Securities forms part of the asset category of other assets, the capital loss arising from the disposal and/or redemption of the Currency-Hedged Commodity Securities may only be deducted from capital gains arising within other assets asset category during the year of disposal and the following five years.

Capital losses from the disposal and/or redemption of the Currency-Hedged Commodity Securities previously assessed under the Income Tax Act may be deducted from capital gains from other assets asset category and certain fixed assets during the remaining deduction period. Other loss previously assessed under the Income Tax Act may be deducted from company's business income source during the remaining deduction period.

(c) **Withholding tax**

No deduction or withholding for or on account of Finnish tax is required to be made on payments directly from the Issuer to Security Holders on Redemption of Currency-Hedged Commodity Securities.

(d) **Inheritance and gift taxes**

A transfer of the Currency-Hedged Commodity Securities by way of gift or on death will be subject to Finnish inheritance or gift tax if the Security Holder, or heir, donee or other beneficiary, is a Finnish tax resident.

(e) **Value added tax**

No Finnish value added tax will be payable by a Security Holder in consideration for the issue of Currency-Hedged Commodity Securities.

(f) **Other taxes or duties**

No Finnish registration tax, customs duty, transfer tax, stamp duty or any other similar tax or duty will be payable in Finland by a holder of Currency-Hedged Commodity Securities.

(g) **Organization for Economic Co-operation and Development ("OECD") Common Reporting Standard**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("CRS") to address the issue of offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all

reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in September 2017.

Jersey has implemented the CRS. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject the Issuer to penalties and/or other sanctions under the implementing regulations in Jersey and/or an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Currency-Hedged Commodity Securities.

Finland has implemented the CRS obligations as well and participates in the automatic exchange of information in accordance with the CRS. Finnish authorities receive information on assets and profits owned by Finnish residents outside Finland. The legislative changes entered into force on 15 April 2016. The first information exchanges started in 2017 regarding information of year 2016.

## **6. Taxation in France**

### **(a) General**

The following summary describes the main French taxes applicable to the holding of Currency-Hedged Commodity Securities by a French investor residing in France for tax purposes following an offer of the Currency-Hedged Commodity Securities in France.

This information is of a general nature and does not purport to be a comprehensive description of all French tax considerations that may be relevant to a decision to acquire, hold or dispose of the Currency-Hedged Commodity Securities. In some cases, different rules may be applicable. Furthermore, the tax rules may be amended in the future (and possibly implemented with retroactive effect).

This summary is based on the French tax law as of the date of this Prospectus, and on the legal qualification of the Currency-Hedged Commodity Securities as bond instruments, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

Any persons interested in acquiring the Currency-Hedged Commodity Securities should consult their tax advisers with regard to any tax consequences that may be involved in acquiring, holding, redeeming, selling or gratuitously transferring the Currency-Hedged Commodity Securities. Only a tax adviser is able to adequately assess the individual tax situation of a specific investor.

### **(b) Investors residing in France**

#### ***Taxation of individuals***

##### ***Taxation of capital gains (applicable at the time of the disposal of the Currency-Hedged Commodity Securities)***

Capital gains derived from the disposal of the Currency-Hedged Commodity Securities should be subject to a flat tax at the rate of 30 per cent. (i.e. 12.8 per cent. of personal income tax plus 17.2 per cent. of social security contributions), or upon election, to personal income tax at the standard progressive rate, whose maximum applicable rate is currently 45 per cent. In the latter case, social security contributions should also be applicable, at a total rate of 17.2 per cent. An additional contribution on high revenues may also be applicable, at a progressive rate (3 per cent. or 4 per cent. for revenues over EUR 250.000, EUR 500.000 and EUR 1 million).

If a French investor disposes of the Currency-Hedged Commodity Securities at a loss, such loss may be offset against capital gains of the same nature made during the year of the loss or the following ten years, subject to filing obligations.

*Taxation of bond redemption premium “Prime de remboursement” (in case of redemption of the Currency-Hedged Commodity Securities by the Issuer)*

Bond redemption income received by an individual having its tax residence in France should be treated for tax purposes as interest payments subject the flat tax of 30 per cent. withheld when the income is received (i.e. 12.8 per cent. of personal income tax plus 17.2 per cent. of social security contributions), or upon election, to personal income tax at the standard progressive rate, whose maximum applicable rate is currently 45 per cent. In the latter case, social security contributions should also be applicable, at a total rate of 17.2 per cent.

Personal income tax is payable in two steps. Subject to certain exceptions, a 12.8 per cent. tax is withheld when the income is received, such withholding being made by the paying agent if the latter is established in France. Then, the withholding tax is deductible from the personal income tax liability in respect of the year in which the payment has been made. The excess tax credit, if any, may be refunded.

In principle, if the paying agent is not established in France, and subject to certain exceptions, the personal income tax and social security contributions are not withheld by the paying agent, but should be declared and paid directly by the investor upon reception of the income.

French investors who are French tax resident individuals are urged to consult with their usual tax advisor on the way the 12.8 per cent. levy and the 17.2 per cent. social security contributions are collected where the paying agent is not located in France.

**Taxation of companies subject to French corporate income tax**

*Taxation of capital gains (applicable at the time of the disposal of the Currency-Hedged Commodity Securities)*

Subject to any future amendment, capital gains derived from the disposal of the Short and Leverage Commodity Securities should be subject to corporate income tax at the standard rate of:

- 28 per cent. for the first EUR 500 000 of benefits and 31 per cent. beyond (and to 15 per cent. rate applicable to small companies where the relevant conditions are met) for fiscal years beginning in 2019;
- 28 per cent. (and to 15 per cent. rate applicable to small companies where the relevant conditions are met) for fiscal years beginning in 2020;
- 26.5 per cent. (and to 15 per cent. rate applicable to small companies where the relevant conditions are met) for fiscal years beginning in 2021;
- 25 per cent. (and to 15 per cent. rate applicable to small companies where the relevant conditions are met) for fiscal years beginning in 2022.

An additional contribution at a 3.3 per cent. rate assessed on corporate income tax may be applicable, if the amount of corporate income tax due is higher than EUR 763.000). Capital losses are, in principle, treated as ordinary losses which may be set off against operational profits and any remaining balance carried forward in accordance with standard rules (i.e. unlimited carry forward, it being noted that carry forward losses can only be offset against profits of a given year up to an amount of EUR 1,000,000 plus 50 per cent. of the taxable profit of that year).

*Taxation of bond redemption premium “Prime de remboursement” (in case of redemption of the Currency-Hedged Commodity Securities by the Issuer)*

Bond redemption premiums are taxed at the above-mentioned standard corporate income tax rate (or at a reduced rate applicable to small companies where the relevant conditions are met). Furthermore, Article 238 septies E of the French general tax code may possibly apply. According to the provisions of Article 238 septies E, if the estimated value of the redemption premium exceeds the purchase value by 10 per cent. and the issue price is less than 90 per cent. of the estimated redemption value, such premium due to indexation of the principal is partially taxed before maturity on an annual basis, even though this premium is only collected on disposal or redemption on maturity.

(c) **Investors residing outside of France**

*Taxation of capital gains*

In principle, capital gains realised by investors residing outside of France upon the sale or disposal of Currency-Hedged Commodity Securities are not subject to capital gains tax in France. The same applies to companies, provided that the Currency-Hedged Commodity Securities are not recorded in a permanent establishment or fixed base in France.

(d) **Organisation for Economic co-operation and Development (“OECD”) Common Reporting Standard (“CRS”)**

The French Parliament has accepted the local legislative changes required to implement the CRS obligations in France. The changes provide that France may participate in the automatic exchange of information in accordance with the CRS. As a result of the changes, French authorities would receive information on assets and profits owned by French residents outside France. The legislative changes entered into force on 1 January 2016. The first information exchanges were expected to begin 30 September 2017 regarding information of year 2016 (please refer to Jersey Taxation for additional information in this regulation).

## **7. Taxation in Germany**

The following is a general discussion of certain tax consequences under the tax law of Germany that may be of relevance for German tax resident investors acquiring, holding or selling Currency-Hedged Commodity Securities. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Currency-Hedged Commodity Securities. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. The discussion is based on German tax law as of the date of this Prospectus, which is subject to change, potentially with retroactive effect.

**Investors interested in acquiring the Currency-Hedged Commodity Securities are advised to consult their own tax advisors as to any tax consequences that may result from the acquisition, holding or disposition of the Currency-Hedged Commodity Securities according to German tax law or to the tax law of each country of which they are residents of which tax laws may be applicable for other reasons. Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.**

(a) **Taxation of capital gains**

Non-business income derived from capital investments (*Einkünfte aus Kapitalvermögen*) is subject to the flat tax regime (*Abgeltungsteuer*). Such income from capital investments includes, *inter alia*, capital gains from the disposal, redemption, repayment or assignment of Currency-Hedged Commodity Securities irrespective of a holding period. The taxable capital gain is the difference between the proceeds from the disposition, redemption, repayment or assignment on the one hand and the acquisition costs and directly related disposal costs on the other hand. If Currency-Hedged Commodity Securities which are kept or administered in the same custodial account have been acquired at different points in time, the securities first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where Currency-Hedged Commodity Securities are acquired and/or sold in a currency other than Euro, the disposal proceeds and the acquisition costs each will be converted into Euro using the exchange rates as at the relevant dates, so that currency gains and losses will also be taken into account in determining taxable capital gains.

Losses from a disposal of Currency-Hedged Commodity Securities held as private assets which cannot be offset against investment income received in a given year are carried forward to future years and may only be deducted from positive income from capital investments. However, pursuant to disputed administrative guidance, losses incurred by a Security Holder from bad debt (*Forderungsausfall*) or a waiver of receivables (*Forderungsverzicht*) are generally not tax-deductible. The same should apply if the instruments expire worthless or if the proceeds from the sale of Currency-Hedged Commodity Securities do not exceed the usual transaction costs. Furthermore, related expenses other than transaction costs are not tax deductible, but an annual tax allowance (*Sparer-Pauschbetrag*) of up to Euro 801 is granted in relation to all private income

from capital investments in a given year (up to Euro 1,602 for married couples and registered partners filing a joint tax return).

Income from private capital investments is generally subject to German income tax at a special tax rate of 25 per cent. (plus the solidarity surcharge (*Solidaritätszuschlag*) at a rate of 5.5 per cent. thereon, so that the total tax rate is 26.375 per cent.; in addition church tax at a rate of 8 per cent. or 9 per cent. of the income tax may apply).

As a rule, the flat tax is generally imposed by way of withholding (*Kapitalertragsteuer*) as described below. The tax withheld generally settles the income tax liability of a private Security Holder. To the extent that no withholding tax has been withheld (for example in cases where the Currency-Hedged Commodity Securities were kept and administered in custody abroad), the relevant income has to be declared in the tax return of the Security Holder and income tax is generally assessed on the gross income from capital investments at the special tax rate of 25 per cent. (plus solidarity surcharge of 5.5 per cent. thereon and, if applicable, church tax). An assessment may also be applied for to set off losses or to take advantage of the annual tax allowance if this has not been taken into account within the withholding process. An assessment may further be applied for, if a taxation of all income from capital investments in a given year at the progressive rates applicable for the relevant Security Holder would lead to a lower tax liability as under the flat tax regime with the result that any amounts over-withheld will be refunded (*Günstigerprüfung*). However, a deduction of related costs on an itemized basis is not permitted.

It is currently discussed in Germany whether the currently applicable flat tax regime should be abolished so that investment income would be taxed at regular rates. However, it is still unclear whether, how and when this discussion may result in legislative changes.

Where Currency-Hedged Commodity Securities are held as business assets, any capital gains derived therefrom is taxed as business income. The flat tax regime is not applicable. Any withholding tax is credited against the assessed income tax or corporate income tax liability, as the case may be.

Capital gains from Currency-Hedged Commodity Securities held by an individual person as business assets are subject to income tax at the progressive tax rates of up to 45 per cent. (plus the solidarity surcharge of 5.5 per cent. thereon and plus, if applicable, church tax). In addition, the income – to the extent it is income from a trade or business – is subject to trade tax (trade tax rates ranging from 7 per cent. to approx. 19 per cent. depending on the trade tax multiplier of the municipalities in which the business is located). Trade tax may in principle be (partially) credited against the personal income tax liability of the Security Holder by way of a lump sum procedure. If the Security Holder is a corporation, the income derived therefrom is subject to corporate income tax of 15 per cent. plus solidarity surcharge of 5.5 per cent. thereon and trade tax at the above mentioned rates.

(b) **Withholding tax**

Withholding tax, if applicable, is levied at a rate of 25 per cent. (plus solidarity surcharge of 5.5 per cent. thereon). A German branch of a German or non-German bank or financial services institution, a German securities trading bank and a German securities trading company (each a “**German Disbursing Agent**”) is, in principle, obliged to withhold withholding tax and pay it to the German tax authorities for the account of the holder of Currency-Hedged Commodity Securities, provided that the instruments are kept or administered in a custodial account with the German Disbursing Agent.

For individual Security Holders who are subject to church tax an electronic information system for church withholding tax purposes applies in relation to income derived from capital investments, with the effect that church tax will also be collected by the German Disbursing Agent by way of withholding unless the Security Holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the holder will be assessed to church tax.

Withholding tax will be levied on the gross income from capital investments. To the extent the Currency-Hedged Commodity Securities have not been kept in a custodial account with the German Disbursing Agent since the time of acquisition, upon the disposal the withholding tax rate is applied to 30 per cent. of the disposal proceeds (*Ersatzbemessungsgrundlage*), unless the



Security Holder provides evidence of the actual acquisition costs by submitting a certificate of the previous German Disbursing Agent or by a statement of a bank or financial services institution from another member state of the European Union or the European Economic Area or from certain other countries (e.g. Switzerland or Andorra).

For non-business Security Holders the German Disbursing Agent, when computing the withholding tax, will take into account losses from the disposal of capital investments (other than stocks (*Aktien*)) entered into through or with the same German Disbursing Agent. If, in this context, losses cannot be offset in full against positive income from capital investments, the German Disbursing Agent, will upon request issue a certificate stating the losses in order for them to be offset or carried forward in the assessment procedure. The request must reach the German Disbursing Agent by December 15 of a given year and is irrevocable.

In general, no withholding tax will be levied if a non-business Security Holder files an exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the income derived from the Currency-Hedged Commodity Securities together with other income from capital investment does not exceed the exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if a Security Holder has submitted to the German Disbursing Agent a certificate of non-assessment (*Nichtveranlagung-Bescheinigung*) issued by the relevant local tax office.

Capital gains from the disposal of Currency-Hedged Commodity Securities derived by a corporation that is subject to resident taxation in Germany and which is not exempt from corporate income tax are not subject to German withholding tax. The same applies for capital gains derived in the course of a trade or business subject to the filing of the officially required standard form with the German Disbursing Agent.

(c) **No applicability of the Investment Tax Act (*Investmentsteuergesetz*)**

The Issuer believes that good arguments exist that holders of Currency-Hedged Commodity Securities will not be considered as holding an unit in an Alternative Investment Fund (“AIF”) and therefore not be subject to the German Investment Tax Act (*Investmentsteuergesetz*). In principle, under the German Investment Tax Act, only such vehicles are considered an investment fund (*Investmentfonds*) if such vehicle is a collective investment vehicle within the meaning of the AIFMD. As the Issuer believes that the criteria of “principle of risk diversification” and certain other criteria of a collective investment vehicle in the form of an AIF are not fulfilled, Currency-Hedged Commodity Securities should not be treated as units of an investment fund (*Investmentfonds*) pursuant to the provisions of the German Investment Tax Act.

In this context it has to be noted that according to a circular published by the German regulator BaFin also “performance tracking debt instruments” may qualify as units in an Alternative Investment Fund (“AIF”). This may also be relevant in the context of its application of the German Investment Tax Act. Further, the German Investment Tax Act in its version as of 1 January 2018 extends the scope of its application with respect to instruments issued by certain tax exempt investment vehicles (even if such vehicle does not qualify as an AIF). Investors should therefore carefully analyze any changes to the application or interpretation of the German Investment Tax Act.

If the competent German tax authorities were to take a different view to that of the Issuer and would treat Currency-Hedged Commodity Securities as units in an investment fund (*Investmentfonds*) pursuant to the German Investment Tax Act, German tax resident Security Holders may become subject to a taxation regime which is different from the German taxation described above (in particular including the allocation of phantom income during the holding period of the Currency-Hedged Commodity Securities).

(d) **Inheritance and gift tax**

A transfer of the Currency-Hedged Commodity Securities in the case of an inheritance *mortis causa* or by way of gift will be subject to German inheritance or gift tax if the deceased, or its heir or the donor or the donee, is a German resident for German gift or inheritance tax purposes according to the specific rules of the German Gift and Inheritance Tax Act. This may in particular be the case if one of the involved persons is:

- (i) an individual having at the time of the donation or death his/her residence or habitual abode in Germany or if the individual is a German citizen who has not been living abroad for more than 5 years without having a residence in Germany; or
- (ii) a corporation having its seat or central place of management in Germany; or
- (iii) the Currency-Hedged Commodity Securities constitute business assets attributable to a permanent establishment or a permanent representative in Germany.

(e) **Other taxes**

No stamp, issue, registration or similar direct or indirect taxes or duties will be payable in Germany in connection with the issue, delivery or execution of the Currency-Hedged Commodity Securities, the Global Bearer Certificates or any interest therein. No net asset tax (*Vermögensteuer*) is currently levied in Germany.

The European Commission and certain Member States (including Germany) are currently intending to introduce a financial transactions tax (“**FTT**”) (presumably on secondary market transactions involving at least one financial intermediary). It is currently uncertain when the proposed FTT will be enacted by the participating Member States and when the FTT will enter into force with regard to dealings with Currency-Hedged Commodity Securities.

(f) **OECD Common Reporting Standard**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“**CRS**”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions and automatically exchange with exchange partners on an annual basis financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

Germany has enacted a law implementing the CRS, which has entered into force on 1 January 2016 and provides for the exchange of information in relation to the calendar year 2016 and later.

In the event that Security Holders hold the Currency-Hedged Commodity Securities through a German financial institution (as meant in the (German implementation of the) CRS), Security Holders may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the (German implementation of the) CRS.

**8. Taxation in Ireland**

(a) **General**

The following summary outlines certain aspects of Irish tax law and practice regarding the ownership and disposition of Currency-Hedged Commodity Securities. This summary deals only with Currency Hedged Commodity Securities held beneficially as capital assets and does not address special classes of Security Holders such as dealers in securities. This summary is not exhaustive and Security Holders are advised to consult their own tax advisors with respect to the taxation consequences of their ownership or disposition. The comments are made on the assumption that the Issuer is not resident in Ireland for Irish tax purposes. The summary is based on current Irish taxation legislation and practice of the Irish Revenue Commissioners.

(b) **Irish Withholding Tax**

Under Irish tax law there is no obligation on the Issuer to operate any withholding tax on a payment in respect of the Currency-Hedged Commodity Securities except where such payment has an Irish source. The payment is only likely to be considered to have an Irish source if, for example, the payment constitutes yearly interest and such interest was paid out of funds maintained in Ireland or where the Currency-Hedged Commodity Securities were secured on Irish situated assets which it is understood will not be the case. The mere offering of the Currency-Hedged Commodity Securities to Irish investors will not cause such a payment to have

an Irish source. In certain circumstances collection agents and other persons receiving interest on the Currency-Hedged Commodity Securities in Ireland on behalf of a Security Holder, will be obliged to operate a withholding tax.

(c) **Taxation of Income**

Unless exempted, an Irish resident or ordinarily resident Security Holder and a non-resident Security Holder holding Currency-Hedged Commodity Securities through an Irish branch or agency will be liable to Irish tax on the amount of any interest or other income, including potentially any premium on redemption, received from the Issuer. Individual Security Holders would also potentially be liable to pay related social insurance (PRSI) and the universal social charge. Credit against Irish tax on the interest received may be available in respect of any foreign withholding tax deducted by the Issuer.

(d) **Taxation of Capital Gains**

Irish resident or ordinarily resident Security Holders and non-resident Security Holders holding Currency-Hedged Commodity Securities through an Irish branch or agency would potentially be liable to Irish tax on capital gains on any gains arising on a disposal of Currency-Hedged Commodity Securities. Reliefs and allowances may be available in computing the Security Holder's liability.

(e) **Stamp Duty**

Transfers of Currency-Hedged Commodity Securities should not be subject to Irish stamp duty, provided the transfers do not relate to Irish land or buildings or securities of an Irish registered company.

(f) **Capital Acquisitions Tax**

A gift or inheritance comprising of Currency-Hedged Commodity Securities will be within the charge to capital acquisitions tax if either (i) the disponent or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponent is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Currency-Hedged Commodity Securities are regarded as property situated in Ireland. The Currency-Hedged Commodity Securities could only be considered property situated in Ireland if the register of Currency-Hedged Commodity Security Holders was maintained in Ireland or, to the extent that certificates are issued in bearer form, the Bearer Certificates were located in Ireland.

(g) **Provision of Information**

Generally Security Holders should be aware that where any interest or other payment on Currency-Hedged Commodity Securities is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Security Holder. Where the Security Holder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Security Holder is resident for taxation purposes.

(h) **Common Reporting Standard ("CRS")**

On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the "**Standard**") was published, by the OECD and this includes CRS.

The goal of the Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local financial institutions relating to account holders tax resident in other participating countries to assist in the efficient collection of tax. The OECD used FATCA concepts in developing the CRS and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. There are a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

Regulations, giving effect to the OECD's Standard and Directive 2014/107/EU in Ireland from 1 January 2016 were enacted on 31 December 2015.

To the extent that the Issuer is required to comply with the CRS due diligence and reporting requirements, Security Holders resident in Ireland may be required to provide additional information to the Issuer which may ultimately be shared by the Jersey tax authorities with their counterparts in Ireland.

(i) **Offshore Fund Taxation**

While a holding of a Currency-Hedged Commodity Securities could potentially be treated as a material interest in an offshore fund and subject to the more onerous tax provisions applicable to offshore funds the Irish Revenue Commissioners have released guidance indicating that exchange traded commodities which are generally structured as debt instruments will not come within the tax regime for offshore funds but instead will come within general tax principles (as to which we refer to paragraphs (c) and (d) above).

As recommended above, Security Holders should obtain independent tax advice in relation to the tax implications of holding and disposing of Currency-Hedged Commodity Securities.

**9. Taxation in Italy**

(a) **General**

The information set out below is a summary of certain limited aspects of the Italian tax consequences of the acquisition, ownership and disposition of Currency-Hedged Commodity Securities by a Security Holder and it does not purport to be a comprehensive description of all the tax aspects that may be relevant to a decision to purchase Currency-Hedged Commodity Securities.

This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than Italy.

This summary is based on the tax laws of Italy as in effect on the date of this Prospectus, as well as regulations, rulings and decisions of its taxing and other authorities available on or before such date and now in effect. All of the foregoing is subject to change, which could apply retroactively and could affect the continued validity of this summary.

Because it is a general summary, holders of Currency-Hedged Commodity Securities should consult their own tax advisors as to the Italian or other tax consequences of the purchase, holding and disposition of Currency-Hedged Commodity Securities including, in particular, the application to their specific situations of the tax issues discussed below, as well as the application of state, local, foreign or other tax laws.

This summary assumes that the Issuer is not a tax resident nor deemed to be a tax resident of Italy and that it has no permanent establishment within the Italian territory according to Article 73(3) of Presidential Decree no. 917 of 1986 and does not have (and will not have at any time) a permanent establishment in Italy as defined under Article 162 of Presidential Decree no. 917 of 1986.

(b) **Tax on income and capital gains**

Provided the Currency-Hedged Commodity Securities qualify broadly as derivative instruments for the purposes of Italian tax law, which they are expected to do, then the following consequences apply to a Security Holder who is not an Authorised Participant in respect of the periodic measurement of Currency-Hedged Commodity Securities and/or in relation to the net proceeds received from a redemption or sale of the Currency-Hedged Commodity Securities over the sum paid by such a holder on their subscription or purchase:

- (i) proceeds from the sale or redemption of the Currency-Hedged Commodity Securities received by a Security Holder which is (a) an Italian resident corporation or similar commercial entity, (b) an Italian individual engaged in entrepreneurial activities to which the Currency-Hedged Commodity Securities are effectively connected, or (c) a permanent

establishment in Italy of a non-Italian resident to which the Currency-Hedged Commodity Securities are effectively connected, as well as unrealised gains reported in the statutory financial statements, may have to be included in the relevant holder's taxable income and are therefore subject to the general Italian corporate tax regime (corporate income tax, IRES, is currently applicable at an ordinary rate of 24 per cent.), or to personal income taxation (as business income), as the case may be, according to the ordinary rates. In certain cases, depending on the status of the Security Holder, such proceeds may also have to be included in its taxable base for regional income tax purposes on productive activities (*IRAP*, currently applicable at a rate of 3.9 per cent.; the *IRAP* rate may be increased in certain Italian regions; the *IRAP* rate has also been increased to 4.65 per cent. and 5.9 per cent. by article 23(5) of Law Decree no. 98 of 6 July 2011 for the categories of companies indicated, respectively, under article 6 and article 7 of Legislative Decree no. 446 of 15 December 1997);

- (ii) according to article 5 of Legislative Decree No. 461 of 21 November 1997, capital gains realised by Italian resident individuals not engaged in entrepreneurial activities to which the Currency-Hedged Commodity Securities are effectively connected, and by certain other non-commercial entities upon the sale for consideration or redemption of the Currency-Hedged Commodity Securities are subject to a substitute tax (*imposta sostitutiva*) currently at the rate of 26 per cent. Under the tax return regime (*regime della dichiarazione*), which is the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity, *imposta sostitutiva* on capital gains is applicable, on a cumulative basis on all capital gains net of any incurred capital loss, realised in a fiscal year pursuant to all disposals of Currency-Hedged Commodity Securities and other financial instruments triggering a capital gain that is subject to the same tax regime, carried out during any given fiscal year. These individuals and non-commercial entities must report the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual income tax return to be filed with the Italian tax authorities for such year and pay *imposta sostitutiva* on such gains. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years;
- (iii) as an alternative to the tax return regime, according to article 6 of Legislative Decree No. 461 of 21 November 1997, Italian resident individuals not engaged in entrepreneurial activities to which the Currency-Hedged Commodity Securities are effectively connected and certain other non-commercial entities may elect to pay the *imposta sostitutiva* separately on the capital gains realised upon each sale or redemption of the Currency-Hedged Commodity Securities (under a so called *Risparmio Amministrato* regime, which is managed through the provision of non discretionary asset management services to a taxpayer). Such separate taxation of each capital gain is allowed subject to:
  - (a) the Currency-Hedged Commodity Securities being deposited with an Italian bank, a *Società di Intermediazione Mobiliare* (SIM) or with certain authorised financial intermediaries;
  - (b) each relevant capital gain being realised through such intermediary;
  - and (c) an express election for the *Risparmio Amministrato* regime being made timely in writing by the relevant Currency-Hedged Commodity Securities holder. The financial intermediary, also on the basis of the information provided by the taxpayer, accounts for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of Currency-Hedged Commodity Securities (as well as in respect of capital gains realised at revocation of its mandate and upon other specific circumstances which are deemed to trigger an assignment under this regime), net of any incurred capital loss, and is required to pay the relevant amount of tax to the Italian fiscal authorities on behalf of the taxpayer, deducting a corresponding amount from proceeds to be credited to the Currency-Hedged Commodity Securities holder. Under the *Risparmio Amministrato* regime, where a sale or redemption of Currency-Hedged Commodity Securities results in a capital loss, such loss may be used to reduce the subsequent capital gains realised in the same tax year and up to the following fourth. All gains that have been subject to the *Risparmio Amministrato* regime do not have to be included in the yearly income tax return of the holder of Currency-Hedged Commodity Securities;

- (iv) also as an alternative to the tax return regime, according to article 7 of Legislative Decree No. 461 of 21 November 1997, the increase or decrease in the fair market value of the Currency-Hedged Commodity Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident individuals not engaged in entrepreneurial activities to which the Currency-Hedged Commodity Securities are effectively connected, and by certain other non-commercial entities, who have elected for the so called *Risparmio Gestito* regime (namely, a regime managed by an intermediary providing discretionary management services), will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end which is subject to a 26 per cent. *imposta sostitutiva*, applied directly by the authorised asset manager. Under the *Risparmio Gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward and deducted against a future increase in value of the managed assets in the four succeeding years. All gains that have been subject to the *Risparmio Gestito* regime do not have to be included in the yearly income tax return of the holder of Currency-Hedged Commodity Securities;
- (v) the increase or decrease in the fair market value of the Currency-Hedged Commodity Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident collective investment funds and hedge funds, with the exception of Italian real estate investment funds, are not subject to taxation at the fund's level;
- (vi) the increase or decrease in the fair market value of the Currency-Hedged Commodity Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident pension funds (subject to the regime provided for by article 17 of Legislative Decree no. 252 of 5 December 2005) are included in the determination of the yearly NAV accrued appreciation or depreciation of the assets under management that is subject to a substitute tax (*imposta sostitutiva*) currently at a rate of 20 per cent.; and
- (vii) non-Italian resident Security Holders without a permanent establishment in Italy to which the Currency-Hedged Commodity Securities are effectively connected are not subject to income tax in Italy on the proceeds realised on the sale of the Currency-Hedged Commodity Securities, provided that:
  - the Currency-Hedged Commodity Securities have been deposited in Italy and are traded on a regulated market; or
  - the Currency-Hedged Commodity Securities have been deposited in Italy but are not traded on a regulated market and the beneficial owner of proceeds from the relevant Currency-Hedged Commodity Securities (i) complies with certain filing requirements; and (ii) is a resident of a country which is included in the list of jurisdictions allowing exchange of information with the Italian tax authorities as provided under the relevant list which is contained in a specific Ministerial Decree and in the following periodical updating; or
  - the Currency-Hedged Commodity Securities have not been deposited in Italy.

The tax treatment of the Currency-Hedged Commodity Securities described above has been confirmed by the Italian tax authority decision No. 72/E of 12 July 2010 dealing with the Italian tax treatment of the investment in secured exchange commodities (“**ETC**”). Nevertheless, should the Italian tax authority and/or tax courts take the view that, regardless of the previous position taken by the Italian tax authority in its decision No. 72/E quoted, the Currency-Hedged Commodity Securities are to be characterised as debt instruments representing so-called “atypical securities” pursuant to Article 8 of Law Decree no. 512 of 30 September 1983, interest and other proceeds deriving from “atypical securities” issued by non-Italian resident issuers will be subject to a 26 per cent. withholding tax applied by the Italian resident intermediary intervening in the payment save where held by a commercial partnership, a commercial private and public institution resident in Italy for tax purposes or by an Italian permanent establishment of a non-Italian resident entity. Instead these entities must include the proceeds in their taxable business income, under the same terms as described under paragraph (b)(i) above.

(c) **Inheritance and Gift Taxes**

Law no. 286 of 24 November 2006, which has converted into law, with amendments, Law Decree no. 262 of 3 October 2006, has introduced inheritance and gift tax to be paid on the transfer of assets (such as the Currency-Hedged Commodity Securities) and rights by reason of death or gift.

As regards the inheritance and gift tax to be paid on the transfer of the Currency-Hedged Commodity Securities by reason of death or gift, the following rates apply:

- (i) transfers in favour of spouses and direct descendants or direct relatives are subject to an inheritance and gift tax of 4 per cent. on the value of the inheritance or the gift exceeding €1,000,000.00 for each beneficiary;
- (ii) transfers in favour of brothers and sisters are subject to an inheritance and gift tax of 6 per cent. on the value of the inheritance or the gift exceeding €100,000.00 for each beneficiary;
- (iii) transfers in favour of relatives up to the fourth degree or relatives-in-law to the third degree are subject to a registration tax of 6 per cent. on the entire value of the inheritance or the gift;
- (iv) any other transfer is subject to an inheritance and gift tax of 8 per cent. on the entire value of the inheritance or the gift;
- (v) transfers in favour of seriously disabled persons are subject to an inheritance and gift tax at the relevant rate as described above on the value of the inheritance or the gift exceeding €1,500,000.00 for each beneficiary.

Moreover, an anti-avoidance rule is provided by Law No. 383 of 18 October 2001 for any gift of assets (such as the Currency-Hedged Commodity Securities) which, if sold for consideration, would give rise to capital gains subject to the *imposta sostitutiva* provided for by Legislative Decree No. 461 of 21 November 1997. In particular, if the donee sells the Currency-Hedged Commodity Securities for consideration within five years from the receipt thereof as a gift, the donee is required to pay the relevant *imposta sostitutiva* on capital gains as if the gift had never taken place.

(d) **Value Added Tax**

No Italian Value Added Tax will be payable by a holder of Currency-Hedged Commodity Securities in consideration for the issue or transfer of Currency-Hedged Commodity Securities.

(e) **Securities Transfer Tax**

Contracts relating to the transfer of Currency-Hedged Commodity Securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of EUR 200; (ii) private deeds are subject to registration tax at a rate of EUR 200 only in case of voluntary registration or if the so called “*caso d’uso*” and “*enunciazione*” occur.

(f) **Stamp duty**

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 (“**Decree 201**”), a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries, carrying out their business activity within the Italian territory, to their clients for the Currency-Hedged Commodity Securities deposited therewith. The stamp duty applies at the current rate of 0.2 per cent.; this stamp duty is determined on the basis of the market value or — if no market value figure is available — the nominal value or redemption amount of the Currency-Hedged Commodity Securities held. The stamp duty can be no lower than EUR34.20. If the client is not an individual, the stamp duty cannot be higher than EUR14,000.00.

(g) **Wealth Tax on securities deposited abroad**

Pursuant to Article 19(18) of Decree 201, Italian resident individuals holding the Currency-Hedged Commodity Securities outside the Italian territory are required to pay an additional tax at the current rate of 0.2 per cent.

This tax is calculated on the market value of the Currency-Hedged Commodity Securities at the end of the relevant year or — if no market value figure is available — the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

(h) **OECD Common Reporting Standards**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“CRS”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in 2017.

Italy has enacted Law No. 95 of 18 June 2015 (“Law 95/2015”), implementing the CRS (and the amended EU Directive on Administrative Cooperation), which has entered into force on 1 January 2016 and provides for the exchange of information in relation to the calendar year 2016 and later.

In the event that holders of Currency-Hedged Commodity Securities hold the Currency-Hedged Commodity Securities through an Italian financial institution (as meant in the Ministerial Decree of 28 December 2015 implementing Law 95/2015), they may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the Italian implementation of the CRS.

**10. Netherlands Taxation**

(a) **General**

The information set out below is a general summary of certain material Netherlands tax consequences of the acquisition, ownership and transfer of Currency-Hedged Commodity Securities and it does not purport to be a comprehensive description of all the Netherlands tax considerations that may be relevant to a decision to purchase Currency-Hedged Commodity Securities. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than the Netherlands.

This summary is based on the tax laws of the Netherlands as in effect on the date of this Prospectus, as well as regulations, rulings and decisions of the Netherlands or of its taxing and other authorities available in printed form on or before such date and now in effect, and as applied and interpreted by Netherlands courts, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect. All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of this summary.

All references in this summary to the Netherlands and Netherlands law are to the European part of the Kingdom of the Netherlands and its law, respectively, only. In addition, any reference hereafter made to a treaty for the avoidance of double taxation concluded by the Netherlands includes the Tax Regulation for the Kingdom of the Netherlands (*Belastingregeling voor het Koninkrijk*), the Tax Regulation for the country of the Netherlands (*Belastingregeling voor het land Nederland*), the Tax Regulation Netherlands-Curacao (*Belastingregeling Nederland-Curacao*) and the Tax Regulation Netherlands-St. Maarten (*Belastingregeling Nederland-Sint-Maarten*).

Because it is a general summary, prospective holders of Currency-Hedged Commodity Securities should consult their own tax advisors as to the Netherlands or other tax consequences of the acquisition, ownership and transfer of Currency-Hedged Commodity Securities including, in particular, the application to their particular situations of the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws.



For Netherlands tax purposes, a holder of Currency-Hedged Commodity Securities may include an individual who or an entity that does not have the legal title to the Currency-Hedged Commodity Securities, but to whom nevertheless the Currency-Hedged Commodity Securities are attributed based either on such individual or entity holding a beneficial interest in the Currency-Hedged Commodity Securities or based on specific statutory provisions.

The Issuer believes that it is not a resident nor that it is deemed to be a resident of the Netherlands nor that it has a presence in the Netherlands for Netherlands tax purposes, and the following general summary assumes that the Issuer is not, nor will be, treated as a resident or deemed resident of the Netherlands nor that it is, nor will be, treated as having a presence in the Netherlands for Netherlands tax purposes.

(b) **Withholding tax**

Payments of the Issuer with regard to the Currency-Hedged Commodity Securities will be free from withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

(c) **Tax on income and capital gains**

*General*

The description of taxation set out in this section of the Prospectus is not intended for any holder of Currency-Hedged Commodity Securities who:

- (i) is an individual and for whom the income or capital gains derived from Currency-Hedged Commodity Securities are attributable to employment activities the income from which is taxable in the Netherlands;
- (ii) is an entity that is a resident or deemed to be a resident of the Netherlands and that is, in whole or in part, not subject to or exempt from Netherlands corporate income tax;
- (iii) is an exempt investment institution (*vrijgestelde beleggingsinstelling*) or a fiscal investment institution (*fiscale beleggingsinstelling*) as meant in articles 6a and 28 of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*), respectively; or
- (iv) has, directly or indirectly, a substantial interest (*aanmerkelijk belang*) or a deemed substantial interest as defined in the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) in the Issuer.

**Residents of the Netherlands**

*Individuals*

A holder of Currency-Hedged Commodity Securities who is an individual resident or deemed to be a resident of the Netherlands for Netherlands tax purposes (a “**Dutch Resident Individual**”) will generally be subject to Netherlands income tax on income and/or capital gains derived from Currency-Hedged Commodity Securities at progressive rates (up to 51.75 per cent. rate for 2019) if:

- (i) the holder derives profits from an enterprise or deemed enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder), to which enterprise the Currency-Hedged Commodity Securities are attributable or deemed attributable; or
- (ii) the holder derives income or capital gains from the Currency-Hedged Commodity Securities, as the case may be, that are taxable as benefits from “miscellaneous activities” (*resultaat uit overige werkzaamheden*, as defined in the Netherlands Income Tax Act 2001), which include the performance of activities with respect to the Currency-Hedged Commodity Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) and nor condition (ii) mentioned above applies, a holder of Currency-Hedged Commodity Securities who is a Dutch Resident Individual will generally be subject to Netherlands income tax on a deemed return, regardless of the actual income or capital gains derived from the Currency-Hedged Commodity Securities. This deemed return is calculated by applying the applicable deemed return percentage(s) to the individual's yield basis (*rendementsgrondslag*), insofar as this exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets (including, as the case may be, the Currency-Hedged Commodity Securities) held by the Dutch Resident Individual less the fair market value of certain qualifying liabilities, both determined on 1 January of the relevant year. The deemed return percentage to be applied to the yield basis increases progressively from 1.94 per cent. to 5.60 per cent. (2019 deemed return percentages), depending on such individual's yield basis. The deemed return percentages will be adjusted annually. The deemed return will be taxed at a rate of 30 per cent. (rate for 2019).

#### *Entities*

A holder of Currency-Hedged Commodity Securities that is an entity resident or deemed to be resident in the Netherlands (a "**Dutch Resident Entity**") will generally be subject to Netherlands corporate income tax with respect to income and capital gains derived from the Currency-Hedged Commodity Securities. The Netherlands corporate income tax rate is 19 per cent. for the first €200,000 of the taxable amount, and 25 per cent. for the excess of the taxable amount over €200,000 (rates applicable for 2019).

#### **Non-residents of the Netherlands**

A holder of Currency-Hedged Commodity Securities who is neither a Dutch Resident Individual nor a Dutch Resident Entity (a "**Non-Dutch Resident**") is generally not subject to Netherlands income tax or corporate income tax on income and capital gains derived from the Currency-Hedged Commodity Securities, provided that:

- (i) such Non-Dutch Resident does not derive profits from an enterprise or deemed enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder) which enterprise is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise, as the case may be, the Currency-Hedged Commodity Securities are attributable or deemed attributable;
- (ii) in the case of a Non-Dutch Resident who is an individual, such individual does not derive income or capital gains from the Currency-Hedged Commodity Securities that are taxable as benefits from "miscellaneous activities" performed or deemed to be performed in the Netherlands (*resultaat uit overige werkzaamheden in Nederland*, as defined in the Netherlands Income Tax Act 2001), which include the performance of activities with respect to the Currency-Hedged Commodity Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*);
- (iii) in the case of a Non-Dutch Resident who is not an individual, such Non-Dutch Resident is neither entitled to a share in the profits of an enterprise effectively managed in the Netherlands nor co-entitled to the net worth of such enterprise, other than by way of the holding of securities, to which enterprise the Currency-Hedged Commodity Securities or payments in respect of Currency-Hedged Commodity Securities are attributable; and
- (iv) in the case of a Non-Dutch Resident who is an individual, such individual is not entitled to a share in the profits of an enterprise effectively managed in the Netherlands, other than by way of the holding of securities or through an employment relationship, to which enterprise the Currency-Hedged Commodity Securities or payments in respect of the Currency-Hedged Commodity Securities are attributable.

A Non-Dutch Resident that falls under any of the exclusions (i) through (iv) mentioned above may be subject to Netherlands income tax or Netherlands corporate income tax on the income and capital gains derived from the Currency-Hedged Commodity Securities. In case such holder of a Currency-Hedged Commodity Security is considered to be a resident of a country other than the

Netherlands under the provisions of a treaty for the avoidance of double taxation the Netherlands has concluded with such country, the following may apply. Such holder of a Currency-Hedged Commodity Security may, depending on the terms of and subject to compliance with the procedures for claiming benefits under such treaty for the avoidance of double taxation, be eligible for a full or partial exemption from, reduction or refund of Netherlands taxes (if any) on the (deemed) income or capital gains in respect of a Currency-Hedged Commodity Security, provided such holder is entitled to the benefits of such treaty for the avoidance of double taxation.

(d) **Gift or Inheritance tax**

No Netherlands gift or inheritance tax will be levied on the transfer of Currency-Hedged Commodity Securities by way of gift by or on the death of a holder, who is neither a resident nor deemed to be a resident of the Netherlands for the purpose of the relevant provisions, unless:

- (i) the transfer is construed as an inheritance or bequest or as a gift made by or on behalf of a person who, at the time of the gift or death, is or is deemed to be a resident of the Netherlands for the purpose of the relevant provisions;
- (ii) such holder dies while being a resident or deemed resident of the Netherlands within 180 days after the date of a gift of Currency-Hedged Commodity Securities; or
- (iii) the gift is made under a condition precedent and such holder is or is deemed to be a resident of the Netherlands at the time the condition is fulfilled.

For purposes of Netherlands gift and inheritance tax, an individual who is of Dutch nationality will be deemed to be a resident of the Netherlands if he/she has been a resident of the Netherlands at any time during the ten years preceding the date of the gift or his/her death.

For purposes of Netherlands gift tax, an individual will, irrespective of his/her nationality, be deemed to be a resident of the Netherlands if he/she has been a resident of the Netherlands at any time during the 12 months preceding the date of the gift. An applicable tax treaty may override deemed residency.

(e) **Value added tax**

No Netherlands value added tax will be payable by a holder of Currency-Hedged Commodity Securities in consideration for the issue and transfer of Currency-Hedged Commodity Securities, except to the extent that this constitutes or entails transactions in documents establishing title to goods (*documenten welke goederen vertegenwoordigen*). In addition value added taxes will be payable on fees payable in respect of services not exempt from Netherlands value added tax.

(f) **Other taxes or duties**

No Netherlands registration tax, custom duty, transfer tax, stamp duty or any other similar tax or duty, other than court fees, will be payable in the Netherlands by a holder of Currency-Hedged Commodity Securities in respect of or in connection with the acquisition, ownership or transfer of the Currency-Hedged Commodity Securities.

(g) **OECD Common Reporting Standard**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“CRS”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. and automatically exchange this information with exchange partners on an annual basis.

The Netherlands has enacted a law implementing the CRS (and the EU Council Directive on Administrative Cooperation 2011/16 as amended by EU Council Directive 2014/107 and as

amended further by EU Council Directive 2015/2376), which has entered into force on 1 January 2016 and provides for the exchange of information in relation to the calendar year 2016 and later. The information is to be exchanged within nine months following the end of the calendar year.

In the event that Security Holders hold the Currency Hedged Commodity Securities through a Dutch financial institution (as meant in the (Dutch implementation of the) CRS), Security Holders may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the (Dutch implementation of the) CRS.

(h) **Miscellaneous**

On 28 December 2018 the Netherlands has published a list of low tax jurisdictions. Jersey is included on this list. It cannot be excluded that this may possibly result in extra (reporting) obligations for the Security Holders.

**11. Taxation in Norway**

(a) **General**

The following is a summary of certain tax issues that may arise as a result of holding Currency-Hedged Commodity Securities. The description below is based on the assumption that the Currency-Hedged Commodity Securities are considered debt instruments for Norwegian tax purposes. The summary is based on the Norwegian tax legislation, rules and regulations in force as of the date of this Prospectus, which may be subject to change, possibly on retroactive basis. The following summary is intended only as general information for holders of Currency-Hedged Commodity Securities who are resident or domiciled in Norway for tax purposes. The summary does not purport to be a comprehensive description of all the tax considerations that may be of relevance for Norwegian holders of Currency-Hedged Commodity Securities, nor does it cover the specific rules where Currency-Hedged Commodity Securities are held by a partnership or are held as current assets in a business operation. Special tax consequences that are not described below may apply for certain categories of taxpayers, including investment companies, mutual funds and persons who are not resident or domiciled in Norway.

Prospective holders of Currency-Hedged Commodity Securities should consult their own tax advisors for information with respect to the specific tax consequences that may arise as a result of holding Currency-Hedged Commodity Securities, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable.

Please note that for the purpose of the summary below, a reference to a Norwegian or non-Norwegian holder refers to the tax residency rather than the nationality of the holder.

(b) **Taxation on realisation**

Holders of Currency-Hedged Commodity Securities who are Norwegian resident corporations or individuals, and who realise or redeem their Currency-Hedged Commodity Securities, are subject to capital gains taxation in Norway. Correspondingly, losses may be deducted.

The tax liability applies irrespective of how long the Currency-Hedged Commodity Securities have been owned and the number of Currency-Hedged Commodity Securities that have been realised or redeemed. Gains are taxable as general income in the year of realisation or redemption, and losses can be deducted from income from other sources in the year of realisation or redemption. The tax rate of general income is currently 22 per cent. as of 2019.

The capital gain or loss is calculated per Currency-Hedged Commodity Security and equals the remuneration received in respect of the Currency-Hedged Commodity Security less the purchase price and acquisition and realisation costs for the Currency-Hedged Commodity Security.

Income taxes or capital gains taxes payable in other jurisdictions, by Norwegian corporate or individual holders, or withholding tax payable on redemption amounts in respect of the Currency-Hedged Commodity Securities, may be deductible against Norwegian tax payable on the same income. The deduction is generally limited, however, to the corresponding amount of Norwegian tax applicable. The right for both Norway and other jurisdictions to tax the Norwegian corporate

or individual holders directly or through the application of withholding taxes may be limited by applicable tax treaty.

(c) **Withholding tax**

Where Securities are issued by an Issuer which is not a Norwegian tax resident entity and does not have a taxable presence in Norway with which the issue of the Currency-Hedged Commodity Securities is connected, the Issuer will not be obliged to deduct Norwegian withholding tax.

No deduction or withholding for or on account of Norwegian tax is required to be made on payments from the Issuer to Norwegian holders on Redemption of Currency-Hedged Commodity Securities.

(d) **Net Wealth Tax**

Holders which are corporations are not subject to net wealth taxation in Norway.

Norwegian individual holders are subject to net wealth taxation in Norway. Securities are included as part of the taxable base for this purpose. The value for assessment purposes for the Currency-Hedged Commodity Securities will be the market value on 1 January in the year of assessment (i.e. the year following the relevant income year). The marginal net wealth tax rate is 0.85 per cent. of the value assessed.

(e) **Stamp duty**

There is currently no stamp duty or other charges in Norway on the purchase, sale or realisation of Currency-Hedged Commodity Securities.

(f) **Inheritance tax**

Norway does not impose inheritance tax on inheritance or gifts. However, the heir acquires the donor's tax input value of the Currency-Hedged Commodity Securities based on principles of continuity. Thus, the heir will be taxable for any increase in value in the donor's ownership, at the time of the heir's realisation or redemption of the Currency-Hedged Commodity Securities.

(g) **VAT**

Transactions regarding Currency-Hedged Commodity Securities are exempt from Norwegian value added tax.

(h) **Common Reporting Standard**

OECD's Common Reporting Standard ("**CRS**") provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating jurisdictions will obtain information from financial institutions, and automatically exchange that information with other participating tax authorities in which the investors of the reporting financial institution are tax resident on an annual basis. Both Jersey and Norway have committed to implement the CRS. As a result, the Issuer will be required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Currency-Hedged Commodity Securities.

## 12. Taxation in Spain

(a) **General**

A brief summary is provided below of the Spanish tax regime applicable to the investments arising in respect of the Currency-Hedged Commodity Securities, for which purpose only current legislation and general factors which may affect investors have been taken into account. No regional legislation which may be of application to a particular investor is considered.

The Currency-Hedged Commodity Securities are not expressly dealt with in Spanish legislation and no express opinion has been issued by the Spanish tax authorities or courts as to their status for tax purposes.

The Issuer believes that the Currency-Hedged Commodity Securities would be considered interest generating debt securities for the purposes of Personal Income Tax and Corporate Income Tax and that the special tax regime applicable to participants in tax haven Collective Investment Institutions should not apply to the Currency-Hedged Commodity Securities.

Nevertheless, the Spanish Tax Authorities and courts could adopt a different approach since it is an uncertain matter and there is no guarantee that such courts or tax authorities will adopt the position of the Issuer. A different position from that of the Issuer, if adopted by the tax authorities or courts (including, but not limited to, the application of the tax regime to participants in tax haven Collective Investment Institutions), could lead to the application of tax treatment radically different from that described herein.

Holders of and potential investors in Currency-Hedged Commodity Securities should consult their own tax advisors as to the Spanish or other tax consequences of the purchase, holding and disposition of Currency-Hedged Commodity Securities including, in particular, the application to their particular situation of the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws, taking into account the tax uncertainties arising.

This summary assumes that all Currency-Hedged Commodity Securities issued as at the date of this Prospectus or to be issued will be admitted to trading on the Main Market of the London Stock Exchange.

The tax regime in Spain applicable to the Currency-Hedged Commodity Securities may change from time to time.

Finally, it should be pointed out that the tax treatment described here is of a general nature and, therefore, among other aspects, does not describe the tax consequences for certain categories of taxpayers, including, but not limited to, entities falling under the attribution of income regime, financial institutions, Collective Investment Institutions and Cooperatives, which may be subject to specific rules.

(b) **Taxation of income from Currency-Hedged Commodity Securities**

***Natural or legal persons resident in Spain***

***Personal Income Tax: Natural persons***

The income obtained by individual holders of the Currency-Hedged Commodity Securities who have the status of taxpayers for the purposes of Spanish Personal Income Tax, due to the purchase, holding and disposition of such Currency-Hedged Commodity Securities, will be considered income from movable capital obtained due to the supply of funds to third parties upon the terms of Article 25.2 of Law 35/2006, of November 28, on the Personal Income Tax ("**PIT Act**"). Such income would be included in the savings tax base and, in cases of losses, their integration on the savings tax base and their offsetting will be subject to the rules foreseen in that respect in the Personal Income Tax legislation.

For tax period 2019, pursuant to article 101.4 of the PIT Act, any income derived from the purchase, holding and disposition of the Currency-Hedged Commodity Securities will be subject to a withholding tax of 19 per cent. on account of the Personal Income Tax of the holder, in case there is any person or entity obliged to levy said withholding tax in accordance with the general rules of the levying of withholding taxes.

Also by application of the PIT Act, for the same reason, for tax period 2019, income included in the savings income taxable base will be taxed 19 per cent. (applicable to the first 6,000 Euros), 21 per cent. (applicable to the following 44,000 Euros) and 23 per cent. (applicable to the remainder amounts).

### *Corporate Income Tax: Entities*

The tax regime for Spanish-resident entities holders of Currency-Hedged Commodity Securities is included in the Law 27/2014, of November 27, on the Corporate Income Tax (“**Law 27/2014**”) and the Royal Decree 634/2015, of July 10, that approves the Corporate Income Tax Ruling (“**Royal Decree 634/2015**”).

According to Article 10.3 of Law 27/2014, the taxable income will be calculated in accordance with the accounting treatment of such income by the relevant entity. The tax adjustments to the accounting treatment which may be of application should be taken into account when calculating the taxable base.

The income obtained from the purchase, holding and disposition of the Currency-Hedged Commodity Securities by entities which are considered taxable persons for Corporate Income Tax purposes will not be subject to withholding tax on account of Corporate Income Tax, in accordance with the provisions of Article 61.s) of Royal Decree 634/2015.

### *Natural or legal persons not resident in Spain*

The income obtained from the purchase, holding and disposition by holders of Currency-Hedged Commodity Securities who are taxpayers pursuant to the Spanish Non-Residents Income Tax will be taxed pursuant to the Refunded Text of the Non-Residents Income Tax Law, passed by Royal Legislative Decree 5/2004, of March 5 (“**Non-Residents Income Tax Law**”).

### *Income obtained through a permanent establishment*

The income from the Currency-Hedged Commodity Securities obtained through a permanent establishment in Spain will be taxed in accordance with the rules of Chapter III of the Non-Residents Income Tax Law, subject to the provisions of any relevant double tax treaties.

Such income will not be subject to withholding tax on account of Non-Residents Income Tax upon the same terms set out above for taxable persons under Spanish Corporate Income Tax (entities resident in Spain).

### *Income obtained without a permanent establishment*

The Issuer believes that income realised by investors residing outside Spain and without a permanent establishment within the Spanish territory (individuals and legal entities) would not be considered as Spanish-source income and, therefore, would not be subject to taxation and withholding tax in Spain under the Non-Residents Income Tax Law.

#### (c) **Value Added Tax**

The general rules foreseen in the Spanish Value Added Tax legislation would apply to the purchase, holding and disposition of the Currency-Hedged Commodity Securities.

#### (d) **Transfer Tax**

The purchase, holding and disposition of the Currency-Hedged Commodity Securities would not be taxed under the Spanish Transfer Tax.

#### (e) **Inheritance and Gift Tax**

The transfer of the Currency-Hedged Commodity Securities as a result of an inheritance or gift situation would be subject to the general rules of the Spanish Inheritance and Gift Tax, subject to the application of any relevant double tax treaties.

If the beneficiary of any inheritance or gift were a Spanish legal entity or a non-resident entity with a permanent establishment in Spain, income obtained would be subject to taxation under the Spanish Corporate Income Tax or the Non-resident Income Tax, subject to the application of any relevant double tax treaties.

However, in principle, non-Spanish resident individuals would not be subject to the Spanish Inheritance and Gift Tax on the acquisition of the Currency-Hedged Commodity Securities. No

taxation would arise in Spain on the acquisition of the Currency-Hedged Commodity Securities by non-Spanish entities without a permanent establishment in the Spanish territory.

(f) **Net Wealth Tax**

The ownership of Currency-Hedged Commodity Securities would be subject to the Spanish Net Wealth Tax (“**NWT**”) pursuant to the Royal Decree 13/2011, of September 16, that restored temporarily for years 2011 and 2012 the Spanish Net Wealth Tax regulated by Law 19/1991, of June 6 (hereinafter “**Net Wealth Tax Law**”), subject to the application of any relevant double tax treaties. Pursuant to Royal Decree-law 27/2018, of December 28, this restoration has been extended to tax year 2019.

Only natural persons holding Currency-Hedged Commodity Securities would be subject to the NWT.

*Ownership of Currency-Hedged Commodity Securities by natural persons resident in Spain*

Under article 5 of the Net Wealth Tax Law, the relevant taxpayers will be all those natural persons who have their habitual residence in Spain regardless of the place where their assets or rights are located or could be exercised.

Consequently, the ownership of the Currency-Hedged Commodity Securities by individuals resident for tax purposes in Spain will be subject to taxation under the NWT at a progressive rate scale from 0.2 per cent. to 2.5 per cent.

However, it is necessary to take into account that the power to implement the NWT (including certain tax benefits) has been transferred to the Spanish regions and, as a result, some territories have in practice, eliminated the NWT under specific circumstances. Therefore, an analysis must be made in each specific case to determine to what extent any regional legislation might be applicable, since there might be differences in respect of the final taxation under NWT depending on the region in which an investor resides.

*Ownership of Currency-Hedged Commodity Securities by natural persons not resident in Spain*

Non-Spanish residents would not be subject to the NWT on the holding of the Currency-Hedged Commodity Securities.

(g) **The European Savings Directive**

On 10 November 2015 the European Union issued the Council Directive 2015/2060, repealing Directive 2003/48/EC on taxation of savings income in the form of interest payments, with effect from 1 January 2016 (in Austria, from 2017).

This follows amendments to the Administration Cooperation Directive to introduce the new and enhanced standard of automatic information exchange, known as the Common Reporting Standard (as to which see further below).

(h) **Organization for Economic Co-operation and Development (“OECD”) Common Reporting Standard (“CRS”)**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the CRS to address the issue of offshore tax evasion on a global basis.

Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating jurisdictions will obtain from reporting financial institutions, and automatically exchange on an annual basis, with other participating tax authorities in which the investors of the reporting institution are tax residents, financial information with respect to all reportable identified by financial institutions on the basis of common due diligence and reporting procedures.



Jersey has committed to implement the CRS. As a result, the Issuer will be required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey.

Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Currency-Hedged Commodity Securities.

The Issuer would have the obligation to provide certain information about Security Holders to the Jersey tax authorities. This information may be subsequently provided by the Jersey tax authorities to the Spanish tax authorities.

### **13. Taxation in Sweden**

#### **(a) General**

The following summary of certain tax issues that may arise as a result of holding Currency-Hedged Commodity Securities is based on current Swedish tax legislation and is intended only as general information for Security Holders who are resident or domiciled in Sweden for tax purposes. This description does not deal comprehensively with all tax consequences that may occur for Security Holders, nor does it cover the specific rules where Currency-Hedged Commodity Securities are held by a partnership or are held as current assets in a business operation. The description does not cover the special rules which apply if the Currency-Hedged Commodity Securities are held in an investment savings account (*SW. Investeringssparkonto*). Special tax consequences that are not described below may also apply for certain categories of taxpayers, including investment companies, life assurance companies and persons who are not resident or domiciled in Sweden. It is recommended that prospective applicants for Currency-Hedged Commodity Securities consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding Currency-Hedged Commodity Securities, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable. Moreover, this summary assumes that the Issuer is neither a tax resident nor deemed to be a tax resident of Sweden.

#### **(b) Taxation of individuals resident in Sweden**

##### ***Capital gains and losses***

Individuals and the estates of deceased Swedish individuals who sell their Currency-Hedged Commodity Securities are subject to capital gains taxation. The current tax rate is 30 per cent. of the gain. The capital gain or loss is equal to the difference between the sales proceeds after deduction of sales costs and the acquisition cost of the Currency-Hedged Commodity Securities. The acquisition cost is calculated according to the so called average method. This means that the costs of acquiring all Currency-Hedged Commodity Securities of the same type and class are added together and calculated collectively, with respect to changes to the holding.

As a general rule, 70 per cent. of a capital loss is deductible against any other taxable income derived from capital. However, if the Currency-Hedged Commodity Securities should be treated as foreign listed receivables, any capital loss will be fully deductible in the capital income category.

Should the total of "income from capital" be negative, a reduction of the tax on income from employment and from business, as well as the tax on real estate, is allowed. The tax reduction allowed amounts to 30 per cent. of any deficit not exceeding SEK 100,000 and 21 per cent. of any deficit in excess of SEK 100,000. Any deficits may not be carried forward to a subsequent fiscal year.

Gains or losses on currency exchange rate fluctuations may arise in relation to Currency-Hedged Commodity Securities where the sales proceeds received are in a foreign currency. However, no special calculations are required if the sales proceeds are exchanged into SEK within 30 days from the time of disposal. In such case, the exchange rate on the date of exchange shall be used when calculating the value of the sales proceeds. The exchange rate on the date of acquisition is generally used when determining the acquisition cost for tax purposes.

(c) **Taxation of Swedish legal entities**

***Capital gains and losses***

Limited liability companies and other legal entities, except for the estates of deceased Swedish individuals, are taxed on all income (including income from the sale of Currency-Hedged Commodity Securities) as income from business activities at a flat rate of 21.4 per cent. Regarding the calculation of a capital gain or loss and the acquisition cost, see “Taxation of individuals resident in Sweden” above.

Capital loss attributable to Currency-Hedged Commodity Securities is fully deductible against any other taxable income from business activities. Capital losses that are not deducted against taxable income within a certain year may normally be carried forward and offset against taxable income the following fiscal year without any limitation in time.

(d) **Withholding tax**

No deduction or withholding for or on account of Swedish tax is required to be made on payments from the Issuer to Security Holders on Redemption of Currency-Hedged Commodity Securities.

(e) **Inheritance and gift taxes**

No Swedish gift or inheritance tax will be levied on the transfer of Currency-Hedged Commodity Securities by way of gift or on the death of a Security Holder.

(f) **Value added tax**

No Swedish value added tax will be payable by a Security Holder in consideration for the issue of Currency-Hedged Commodity Securities.

(g) **Other taxes or duties**

No Swedish registration tax, custom duty, transfer tax, stamp duty or any other similar tax or duty will be payable in Sweden by a holder of a Currency-Hedged Commodity Security.

(h) **Organisation for Economic Co-operation and Development (“OECD”) Common Reporting Standard**

The US regime, Foreign Account Tax Compliance Act (FATCA), was on April 1, 2015, implemented into Swedish domestic legislation through a new local Swedish FATCA legislation (Law (2015:62) of the identification of reportable accounts due to the FATCA agreement). Inspired by FATCA, OECD, agreed on a standard for the automatic exchange of information between countries, Common Reporting Standard (CRS ). As Sweden was part of the so called “Early Adopters group”, the Swedish CRS rules were implemented into domestic legislation on January 1, 2016, through a new local (Law (2015:911) of identification of reportable accounts for automatic exchange of information for financial accounts.

Under the FATCA and CRS regimes, reporting financial institutions (as defined in the FATCA and CRS regimes) are required to determine where their account holders are “tax resident” (this will usually be where the account holders are liable to pay income or corporate taxes). Financial institutions base this on information already available or may ask account holders for additional details.

If an account holder is tax resident outside the jurisdiction of the financial institution (for CRS purposes) or is tax resident in the United States of America (for FATCA purposes), the financial institution may be required to provide details, including information relating to the account holder’s accounts, to the national tax authority in the jurisdiction where the account is held. The national tax authority may then share that information with the tax authority of the jurisdiction (or jurisdictions) where the account holder is tax resident.

This summary does not serve as an assessment of whether a holder of Currency-Hedged Commodity Securities will be reportable for FATCA and CRS purposes. Prospective investors should consult with their tax advisers regarding the possible implications of FATCA and CRS on their investment in Currency-Hedged Commodity Securities.

## PART 13

### ADDITIONAL INFORMATION

#### 1. Incorporation and Share Capital of Issuer

- (a) The Issuer was incorporated as a public limited company in Jersey on 11 November 2011 under the Companies (Jersey) Law 1991 (as amended) (the “**Law**”) with the name “European Hedged Commodity Securities Limited” and changed its name to “ETFs Hedged Commodity Securities Limited” on 23 January 2012. The Issuer operates under the Law and secondary legislation made thereunder. The Issuer is registered in Jersey under number 109413.
- (b) The Issuer is authorised to issue an unlimited number of no par value shares of one class designated as Ordinary Shares of which two Ordinary Shares of no par value have been issued.
- (c) The Issuer does not have any subsidiary undertakings.
- (d) All of the Issuer’s issued ordinary shares are owned by HoldCo.

#### 2. Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Issuer and are or may be material or have been entered into at any time by the Issuer and (not being contracts entered into in the ordinary course of business) contain provisions under which the Issuer has an obligation or entitlement which is or may be material to the Issuer as at the date of this document. The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Currency-Hedged Commodity Securities*).

- (a) the Trust Instrument dated 23 February 2012 and the supplemental trust instruments thereto dated 14 February 2013, 23 June 2014, 8 March 2017 and 29 June 2017, a summary of the principal terms of which is set out in Part 7 (*Trust Instrument and Currency-Hedged Commodity Securities*);
- (b) the Security Deed dated 23 February 2012 and the deeds of amendment thereto dated 14 February 2013 and 29 June 2017, a summary of the principal terms of which is set out in Part 8 (*Particulars of the Security Deed*);
- (c) the Facility Agreement dated 23 February 2012 between the Issuer and MLI, the amendment agreement thereto dated 14 February 2013 and the amendment and restatement agreement relating thereto dated 29 June 2017, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (d) the BAC Guarantee, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (e) the Facility Agreement between the Issuer and CGML dated 29 June 2017, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (f) the Citigroup Guarantee, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (g) a Capital Adjustment Agreement dated 23 February 2012 between the Issuer and MLI pursuant to which MLI agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and MLI agree that the Capital Adjustment will be at a rate equal to the four week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Relevant Currency less a spread relating to the relevant class of Commodity Security equal to the sum of a Commodity Hedging Cost of 0.45 per cent. per annum in the case of Classic Commodity Securities and 0.60 per cent. per annum in the case of Longer Dated Commodity Securities and a FX Daily Hedging Cost of 0.28 per cent. per annum in the case of Australian

Dollar Commodity Securities, 0.22 per cent. per annum in the case of Euro Commodity Securities and 0.20 per cent. per annum in the case of Sterling Commodity Securities and in each case less the Management Fee rate notified to MLI by the Issuer (currently being 0.49 per cent. per annum in respect of the Euro Commodity Securities and the Sterling Commodity Securities and 0.69 per cent. per annum in respect of the Australian Dollar Commodity Securities) and the Licence Allowance rate notified to MLI by the Issuer (currently being 0.05 per cent. per annum);

- (h) a Capital Adjustment Agreement dated 29 June 2017 between the Issuer and CGML pursuant to which CGML agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and CGML agree that the Capital Adjustment will be at a rate equal to the four week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Relevant Currency less a spread relating to the relevant class of Commodity Security equal to the sum of a Commodity Hedging Cost of 0.45 per cent. per annum in the case of Classic Commodity Securities and 0.60 per cent. per annum in the case of Longer Dated Commodity Securities and a FX Daily Hedging Cost of 0.28 per cent. per annum in the case of Australian Dollar Commodity Securities, 0.22 per cent. per annum in the case of Euro Commodity Securities and 0.20 per cent. per annum in the case of Sterling Commodity Securities and in each case less the Management Fee rate notified to CGML by the Issuer (currently being 0.49 per cent. per annum in respect of the Euro Commodity Securities and the Sterling Commodity Securities and 0.69 per cent. per annum in respect of the Australian Dollar Commodity Securities) and the Licence Allowance rate notified to CGML by the Issuer (currently being 0.05 per cent. per annum);
- (i) the Calculation Agency Agreement dated 29 June 2017 between the Issuer, CGML and MLI;
- (j) the Security Agreement between the Issuer and MLI, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (k) the Security Agreement between the Issuer and CGML, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (l) the Collateral Account Control Agreement between the Issuer, MLI and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (m) the Collateral Account Control Agreement between the Issuer, CGML and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (n) the following Authorised Participant Agreements, a summary of the principal terms of which is set out in paragraph 3 below:
  - (i) an Authorised Participant Agreement between the Issuer, ManJer and ABN AMRO Clearing Bank N.V. dated 23 February 2012;
  - (ii) an Authorised Participant Agreement between the Issuer, ManJer and CGML dated 29 August 2017;
  - (iii) an Authorised Participant Agreement between the Issuer, ManJer and Jane Street Financial Limited dated 13 January 2016;
  - (iv) an Authorised Participant Agreement between the Issuer, ManJer and Merrill Lynch International dated 23 February 2012;
  - (v) an Authorised Participant Agreement between the Issuer, ManJer and Susquehanna International Securities Limited dated 23 February 2012;
  - (vi) an Authorised Participant Agreement between the Issuer, ManJer and Susquehanna Ireland Limited dated 23 February 2012;

- (vii) an Authorised Participant Agreement between the Issuer, ManJer and UBS AG, London branch dated 23 February 2012; and
  - (viii) an Authorised Participant Agreement between the Issuer, ManJer and Virtu Financial Ireland Limited dated 5 November 2012;
- (o) the following Security Assignments between MLI and the Issuer securing to MLI the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:
- (i) Security Assignment dated 23 February 2012 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and ABN AMRO Clearing Bank N.V.;
  - (ii) Security Assignment dated 18 April 2016 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Jane Street Financial Limited;
  - (iii) Security Assignment dated 23 February 2012 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;
  - (iv) Security Assignment dated 23 February 2012 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited;
  - (v) Security Assignment dated 23 February 2012 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and UBS AG, London branch;
  - (vi) Security Assignment dated 9 November 2012 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Virtu Financial Ireland Limited; and
  - (vii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Citigroup Global Markets Limited;
- (p) the following Security Assignments between CGML and the Issuer securing to CGML the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:
- (i) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and ABN Amro Clearing Bank N.V.;
  - (ii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Merrill Lynch International;
  - (iii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and UBS AG, London Branch;
  - (iv) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;
  - (v) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited;
  - (vi) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Virtu Financial Ireland Limited; and
  - (vii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Jane Street Financial Limited.
- (q) the Services Agreement dated 23 February 2012 whereby ManJer is responsible for supplying or procuring the supply of all management and administration services for the Issuer and for paying all the management and administration costs of the Issuer (including the fees and expenses of

the Registrar and any administrator and the fees and expenses of the Trustee in relation to its role under the Trust Instrument) and the Issuer agrees to pay to ManJer the Management Fee, the Licence Allowance and a processing fee representing the Application Fees and Redemption Fees which the Issuer has received (including by way of set-off). ManJer has delegated to WisdomTree UK Limited (formerly ETF Securities (UK) Limited), an affiliate company registered in England and Wales with registered number 7443535 and whose registered office is at 4th Floor, 3 Lombard Street, London EC3V 9QQ, certain of its duties and functions under the Services Agreement including the provision of additional marketing and back-office support functions;

- (r) the Administration Agreement dated 23 February 2012 whereby R&H Fund Services (Jersey) Limited is responsible for supplying or procuring the supply of certain administrative, company secretarial and registrar services to the Issuer as set out in schedule 1 of the Administration Agreement and for which the Issuer agrees to pay R&H Fund Services (Jersey) Limited a fee.

R&H Fund Services (Jersey) Limited may delegate, with the prior approval of the Issuer, in whole or in part the discharge of any of its duties or functions and the exercise of any powers and discretion under the Administration Agreement.

R&H Fund Services (Jersey) Limited is not liable to the Issuer for any error of judgement or for any loss suffered by the Issuer in connection with the subject of the Administration Agreement unless such loss arises from fraud, bad faith, wilful default or negligence in the performance or non-performance by R&H Fund Services (Jersey) Limited or persons designated by it of its obligations or duties and in particular (but without limitation) will not be liable as a result of any loss, delay, mis-delivery or error in transmission of any cable or telegraphic communication or as a result of acting upon any forged transfer or request for redemption of any securities in the Issuer; and

- (s) the Registrar Agreement dated 23 February 2012 whereby Computershare Investor Services (Jersey) Limited is responsible for supplying or procuring the supply of certain registrar services, including the provision of a registration and transfer office, to the Issuer as set out in schedule 1 of the Registrar Agreement and for which the Issuer agrees to pay Computershare Investor Services (Jersey) Limited a fee. Computershare Investor Services (Jersey) Limited may, with the Issuer's approval, delegate certain of its duties or functions under the Registrar Agreement.

The Registrar and its officers and employees will not be liable to the Issuer for any direct damages, loss, costs, claims or expenses ("**Loss**") sustained by the Issuer or in respect of any matter relating to the Registers as a result of loss, delay, misdelivery or error in transmission of any cable, telex, telefax or telegraphic communication, or if any document accepted by the Registrar shall later be proved to be forged or otherwise defective or erroneous (except in respect of any Loss incurred by the Issuer as a result of the fraud, wilful default, bad faith or negligence of the Registrar).

The Registrar will not be liable to the Issuer in respect of any loss, liability, claim, cost, expense (including legal expenses) or damage suffered or incurred by the Issuer as a result of the discharge of its duties and obligations under the Registrar Agreement, save where such loss, liability, claim, cost, expense or damage is suffered or incurred as a result of its fraud, wilful default, bad faith or negligence.

The aggregate liability of the Registrar to the Issuer over any 12 month period, howsoever any such liability arises, shall in no circumstances whatsoever exceed twice the amount of the fees payable by the Issuer to the Registrar in any 12 month period.

The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of the operation, failure, interruption or suspension of or changes to all or any part of the CREST Service (as defined in the Registrar Agreement) by Euroclear UK & Ireland Limited or as a result of any timetable changes in connection with the provision of the CREST Service by Euroclear UK & Ireland Limited. The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of any acts or omissions of the Registrar that the Registrar reasonably considers are required in order for it to comply with the CREST Requirements (as defined in the Registrar Agreement).

### 3. Authorised Participant Agreements

The Authorised Participants as at the date of this document are the persons who have entered into an Authorised Participant Agreement with the Issuer as described in paragraph 2(r) above.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Currency-Hedged Commodity Securities*).

Pursuant to the terms of the Authorised Participant Agreements, each Authorised Participant represents, warrants and undertakes to the Issuer that:

- (a) in relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of Currency-Hedged Commodity Securities to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Currency-Hedged Commodity Securities to the public in that Relevant Member State:
  - (i) in the period beginning on the date of publication of a prospectus in relation to those Currency-Hedged Commodity Securities which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, published in another member state and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
  - (ii) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
  - (iii) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000, and (3) an annual turnover of more than €50,000,000, each, as shown in its last annual or consolidated accounts; or
  - (iv) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Currency-Hedged Commodity Securities to the public**” in relation to any Currency-Hedged Commodity Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Currency-Hedged Commodity Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Currency-Hedged Commodity Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU;

- (b) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Currency-Hedged Commodity Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or any Affiliate of the Issuer;
- (c) it has complied and will comply with all applicable provisions of the FSMA and the United Kingdom financial services regime (including, without limitation, the obligation to treat customers fairly) with respect to anything done by it in relation to any Currency-Hedged Commodity Securities in, from or otherwise involving the United Kingdom;
- (d) neither it nor any of its Affiliates (including any person acting on behalf of it or any of its Affiliates):

- (i) has knowingly offered or sold or will knowingly offer or sell Currency-Hedged Commodity Securities within the United States or to US Persons, whether before, on or after the relevant Application Date;
- (ii) has knowingly offered or sold or will knowingly offer or sell Currency-Hedged Commodity Securities to a Prohibited US Person or a Prohibited Benefit Plan Investor, whether before, on or after the relevant Application Date; or
- (iii) has engaged or will engage in any “directed selling efforts” with respect to Currency-Hedged Commodity Securities.

Terms used in this paragraph 3(d) have the meanings given to them by Regulation S under the Securities Act.

- (e) it will not permit Currency-Hedged Commodity Securities to be offered to, sold to, or purchased by persons resident for income tax purposes in Jersey (other than financial institutions in the normal course of business).

Further restrictions on offers and sales of Currency-Hedged Commodity Securities and on the distribution of this Prospectus are set out in paragraph 10 of Part 13 (*Additional Information*).

The Authorised Participant Agreements may be terminated by any party thereto at any time upon thirty days’ prior written notice to the other parties.

The Issuer may enter into agreements with institutions to act as Authorised Participants and/or market-makers which may include commitments to make markets on varying terms, but which may include commitments to maintain particular maximum spreads and minimum lot sizes.

#### 4. Licence Agreement

ManJer has entered into an agreement with Bloomberg and UBS Securities dated as of 13 February 2018, pursuant to which the parties agreed to enter into a new licence agreement (the “**Licence Agreement**”) with respect to the Bloomberg Commodity Index<sup>SM</sup> and related indices. Pursuant to the terms of the Licence Agreement, ManJer has been granted the right to use the Bloomberg Commodity Index<sup>SM</sup> and related indices, including the Individual Commodity Indices for the issuance and trading of, *inter alia*, the Currency-Hedged Commodity Securities and the right to use and refer to the trademarks of UBS Securities and Bloomberg associated with such Commodity Indices for certain purposes in connection with the issuance, distribution, marketing and promotion of, *inter alia*, the Currency-Hedged Commodity Securities. The Licence Agreement also permits ManJer to post on its website delayed intraday and settlement pricing for such Commodity Indices. The Licence Agreement automatically renews on an annual basis unless terminated in accordance with the agreement.

ManJer will, out of the Licence Allowance, pay such fees as are due under the Licence Agreement from time to time.

The Issuer has the right to use the Bloomberg Commodity Index<sup>SM</sup> and the Bloomberg Commodity Index Three Month Forward<sup>SM</sup> and sub-indices thereof including the Commodity Indices and the trademarks of UBS Securities and/or Bloomberg in connection with the issuance, marketing and promotion of the Currency-Hedged Commodity Securities, provided it agrees to be bound by all the provisions of the Licence Agreement as if it were the licensee thereunder including, without limitation, those provisions imposing any obligations on ManJer.

#### 5. ISINs and Principal Amounts of the Currency-Hedged Commodity Securities

75 classes of Classic Individual Securities and 75 classes of Longer Dated Individual Securities are specifically described in this Prospectus. The ISINs and Principal Amounts (which are also the minimum denominations) of such Individual Securities are or will be as follows:

Class of Australian Dollar Classic Individual Securities	ISIN	Principal Amount
ETFS AUD Daily Hedged Aluminium	JE00B6VRBW03	A\$1.00000000
ETFS AUD Daily Hedged Brent Crude	JE00B55DSD77	A\$1.00000000
ETFS AUD Daily Hedged Cocoa	JE00B6TFLC60	A\$1.00000000



<b>Class of Australian Dollar Classic Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS AUD Daily Hedged Coffee	JE00B78G8B58	A\$1.00000000
ETFS AUD Daily Hedged Copper	JE00B78G8D72	A\$1.00000000
ETFS AUD Daily Hedged Corn	JE00B78G9455	A\$1.00000000
ETFS AUD Daily Hedged Cotton	JE00B78G9679	A\$1.00000000
ETFS AUD Daily Hedged Gas Oil	JE00B78G9F61	A\$1.00000000
ETFS AUD Daily Hedged Gasoline	JE00B78GB502	A\$1.00000000
ETFS AUD Daily Hedged Gold	JE00B78GB726	A\$1.00000000
ETFS AUD Daily Hedged Heating Oil	JE00B78GBG16	A\$1.00000000
ETFS AUD Daily Hedged Lead	JE00B78GBJ47	A\$1.00000000
ETFS AUD Daily Hedged Lean Hogs	JE00B78GC807	A\$1.00000000
ETFS AUD Daily Hedged Live Cattle	JE00B78GCB36	A\$1.00000000
ETFS AUD Daily Hedged Natural Gas	JE00B78GCK27	A\$1.00000000
ETFS AUD Daily Hedged Nickel	JE00B78GCM41	A\$1.00000000
ETFS AUD Daily Hedged Platinum	JE00B78GDC18	A\$1.00000000
ETFS AUD Daily Hedged Silver	JE00B78GDF49	A\$1.00000000
ETFS AUD Daily Hedged Soybean Oil	JE00B78GDL09	A\$1.00000000
ETFS AUD Daily Hedged Soybeans	JE00B78GDN23	A\$1.00000000
ETFS AUD Daily Hedged Sugar	JE00B78GDQ53	A\$1.00000000
ETFS AUD Daily Hedged Tin	JE00B78BXM66	A\$1.00000000
ETFS AUD Daily Hedged Wheat	JE00B78C8D55	A\$1.00000000
ETFS AUD Daily Hedged WTI Crude Oil	JE00B78G9C31	A\$1.00000000
ETFS AUD Daily Hedged Zinc	JE00B78C9C14	A\$1.00000000

<b>Class of Euro Classic Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS EUR Daily Hedged Aluminium	JE00B6VG2P72	€1.00000000
ETFS EUR Daily Hedged Brent Crude	JE00B7305Z55	€1.00000000
ETFS EUR Daily Hedged Cocoa	JE00B42J4225	€1.00000000
ETFS EUR Daily Hedged Coffee	JE00B6TK3K31	€1.00000000
ETFS EUR Daily Hedged Copper	JE00B4PDKD43	€1.00000000
ETFS EUR Daily Hedged Corn	JE00B3ZQRP79	€1.00000000
ETFS EUR Daily Hedged Cotton	JE00B70DCH80	€1.00000000
ETFS EUR Daily Hedged Gas Oil	JE00B6SQSH41	€1.00000000
ETFS EUR Daily Hedged Gasoline	JE00B4M7L470	€1.00000000
ETFS EUR Daily Hedged Gold	JE00B4RKQV36	€1.00000000
ETFS EUR Daily Hedged Heating Oil	JE00B4NY1476	€1.00000000
ETFS EUR Daily Hedged Lead	JE00B4KT2649	€1.00000000
ETFS EUR Daily Hedged Lean Hogs	JE00B5VJDT07	€1.00000000
ETFS EUR Daily Hedged Live Cattle	JE00B5N1XY92	€1.00000000
ETFS EUR Daily Hedged Natural Gas	JE00B6XF0923	€0.40
ETFS EUR Daily Hedged Nickel	JE00B6XL6W59	€1.00000000
ETFS EUR Daily Hedged Platinum	JE00B6XCXP01	€1.00000000
ETFS EUR Daily Hedged Silver	JE00B5SV2703	€1.00000000
ETFS EUR Daily Hedged Soybean Oil	JE00B4Z1GQ33	€1.00000000
ETFS EUR Daily Hedged Soybeans	JE00B6SLJ210	€1.00000000
ETFS EUR Daily Hedged Sugar	JE00B6X05031	€1.00000000
ETFS EUR Daily Hedged Tin	JE00B42XW970	€1.00000000
ETFS EUR Daily Hedged Wheat	JE00B78NNK09	€1.00000000
ETFS EUR Daily Hedged WTI Crude Oil	JE00B44F1611	€1.00000000
ETFS EUR Daily Hedged Zinc	JE00B78NNM23	€1.00000000

<b>Class of Sterling Classic Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS GBP Daily Hedged Aluminium	JE00B766KS89	£1.00000000
ETFS GBP Daily Hedged Brent Crude	JE00B766LB87	£1.00000000
ETFS GBP Daily Hedged Cocoa	JE00B76DHZ53	£1.00000000
ETFS GBP Daily Hedged Coffee	JE00B76DJJ36	£1.00000000
ETFS GBP Daily Hedged Copper	JE00B76DL312	£1.00000000
ETFS GBP Daily Hedged Corn	JE00B76DLN10	£1.00000000
ETFS GBP Daily Hedged Cotton	JE00B46KQC57	£1.00000000
ETFS GBP Daily Hedged Gas Oil	JE00B58GWT77	£1.00000000

<b>Class of Sterling Classic Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS GBP Daily Hedged Gasoline	JE00B67HVD58	£1.00000000
ETFS GBP Daily Hedged Gold	JE00B3P6PX15	£1.00000000
ETFS GBP Daily Hedged Heating Oil	JE00B597K516	£1.00000000
ETFS GBP Daily Hedged Lead	JE00B763LK89	£1.00000000
ETFS GBP Daily Hedged Lean Hogs	JE00B76D0D48	£1.00000000
ETFS GBP Daily Hedged Live Cattle	JE00B76CH635	£1.00000000
ETFS GBP Daily Hedged Natural Gas	JE00B3NZX813	£1.00000000
ETFS GBP Daily Hedged Nickel	JE00B6XJ6B82	£1.00000000
ETFS GBP Daily Hedged Platinum	JE00B5WF7H38	£1.00000000
ETFS GBP Daily Hedged Silver	JE00B6SVP32	£1.00000000
ETFS GBP Daily Hedged Soybean Oil	JE00B4P4Q069	£1.00000000
ETFS GBP Daily Hedged Soybeans	JE00B57DR491	£1.00000000
ETFS GBP Daily Hedged Sugar	JE00B4Y1K950	£1.00000000
ETFS GBP Daily Hedged Tin	JE00B4X8QR79	£1.00000000
ETFS GBP Daily Hedged Wheat	JE00B703Z021	£1.00000000
ETFS GBP Daily Hedged WTI Crude Oil	JE00B6RV6N28	£0.30
ETFS GBP Daily Hedged Zinc	JE00B4VRS258	£1.00000000

<b>Class of Australian Dollar Longer Dated Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS AUD Daily Hedged Longer Dated Aluminium	JE00B78BP750	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Brent Crude	JE00B78BDF93	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Cocoa	JE00B78F3K62	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Coffee	JE00B53S9310	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Copper	JE00B70DNV97	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Corn	JE00B4KH6Q65	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Cotton	JE00B45P0636	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Gas Oil	JE00B72W3033	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Gasoline	JE00B4R3LB79	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Gold	JE00B70CWF30	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Heating Oil	JE00B6VBKN68	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Lead	JE00B6XC9B84	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Lean Hogs	JE00B704MP93	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Live Cattle	JE00B57GK721	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Natural Gas	JE00B6X4B077	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Nickel	JE00B45NGH03	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Platinum	JE00B3PCG036	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Silver	JE00B6W0MC59	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Soybean Oil	JE00B7014F44	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Soybeans	JE00B6VC7B64	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Sugar	JE00B70DSX66	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Tin	JE00B7052S59	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Wheat	JE00B3ZX7N64	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated WTI Crude Oil	JE00B5163C40	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Zinc	JE00B6QL8Q00	A\$1.00000000

<b>Class of Euro Longer Dated Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS EUR Daily Hedged Longer Dated Aluminium	JE00B78NR199	€1.00000000
ETFS EUR Daily Hedged Longer Dated Brent Crude	JE00B78NRS64	€1.00000000
ETFS EUR Daily Hedged Longer Dated Cocoa	JE00B78NRV93	€1.00000000
ETFS EUR Daily Hedged Longer Dated Coffee	JE00B78NS270	€1.00000000
ETFS EUR Daily Hedged Longer Dated Copper	JE00B78NS494	€1.00000000
ETFS EUR Daily Hedged Longer Dated Corn	JE00B4Q0ZJ54	€1.00000000
ETFS EUR Daily Hedged Longer Dated Cotton	JE00B6XHJT34	€1.00000000
ETFS EUR Daily Hedged Longer Dated Gas Oil	JE00B58FKG77	€1.00000000
ETFS EUR Daily Hedged Longer Dated Gasoline	JE00B5LJC935	€1.00000000
ETFS EUR Daily Hedged Longer Dated Gold	JE00B3LV7K12	€1.00000000
ETFS EUR Daily Hedged Longer Dated Heating Oil	JE00B6QLK865	€1.00000000
ETFS EUR Daily Hedged Longer Dated Lead	JE00B5LFHD07	€1.00000000
ETFS EUR Daily Hedged Longer Dated Lean Hogs	JE00B5W6JZ87	€1.00000000
ETFS EUR Daily Hedged Longer Dated Live Cattle	JE00B72ZNF73	€1.00000000

<b>Class of Euro Longer Dated Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS EUR Daily Hedged Longer Dated Natural Gas	JE00B7082G24	€1.00000000
ETFS EUR Daily Hedged Longer Dated Nickel	JE00B5KT5W86	€1.00000000
ETFS EUR Daily Hedged Longer Dated Platinum	JE00B70G3746	€1.00000000
ETFS EUR Daily Hedged Longer Dated Silver	JE00B6XL6922	€1.00000000
ETFS EUR Daily Hedged Longer Dated Soybean Oil	JE00B72XTS66	€1.00000000
ETFS EUR Daily Hedged Longer Dated Soybeans	JE00B5291G25	€1.00000000
ETFS EUR Daily Hedged Longer Dated Sugar	JE00B3XSPF16	€1.00000000
ETFS EUR Daily Hedged Longer Dated Tin	JE00B6ST8406	€1.00000000
ETFS EUR Daily Hedged Longer Dated Wheat	JE00B6TQNK16	€1.00000000
ETFS EUR Daily Hedged Longer Dated WTI Crude Oil	JE00B5W25470	€1.00000000
ETFS EUR Daily Hedged Longer Dated Zinc	JE00B76D3248	€1.00000000

<b>Class of Sterling Longer Dated Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS GBP Daily Hedged Longer Dated Aluminium	JE00B5B44S14	£1.00000000
ETFS GBP Daily Hedged Longer Dated Brent Crude	JE00B6VF1V36	£1.00000000
ETFS GBP Daily Hedged Longer Dated Cocoa	JE00B76KGC60	£1.00000000
ETFS GBP Daily Hedged Longer Dated Coffee	JE00B76NB536	£1.00000000
ETFS GBP Daily Hedged Longer Dated Copper	JE00B76MZD64	£1.00000000
ETFS GBP Daily Hedged Longer Dated Corn	JE00B5MYP876	£1.00000000
ETFS GBP Daily Hedged Longer Dated Cotton	JE00B56M5097	£1.00000000
ETFS GBP Daily Hedged Longer Dated Gas Oil	JE00B45PTX30	£1.00000000
ETFS GBP Daily Hedged Longer Dated Gasoline	JE00B574J806	£1.00000000
ETFS GBP Daily Hedged Longer Dated Gold	JE00B5BPVK59	£1.00000000
ETFS GBP Daily Hedged Longer Dated Heating Oil	JE00B4VVMN64	£1.00000000
ETFS GBP Daily Hedged Longer Dated Lead	JE00B40L2P90	£1.00000000
ETFS GBP Daily Hedged Longer Dated Lean Hogs	JE00B76HK927	£1.00000000
ETFS GBP Daily Hedged Longer Dated Live Cattle	JE00B76N7V14	£1.00000000
ETFS GBP Daily Hedged Longer Dated Natural Gas	JE00B76KXL43	£1.00000000
ETFS GBP Daily Hedged Longer Dated Nickel	JE00B76GPB66	£1.00000000
ETFS GBP Daily Hedged Longer Dated Platinum	JE00B6SLY482	£1.00000000
ETFS GBP Daily Hedged Longer Dated Silver	JE00B57R3328	£1.00000000
ETFS GBP Daily Hedged Longer Dated Soybean Oil	JE00B58DVH91	£1.00000000
ETFS GBP Daily Hedged Longer Dated Soybeans	JE00B76FYM71	£1.00000000
ETFS GBP Daily Hedged Longer Dated Sugar	JE00B76M7L83	£1.00000000
ETFS GBP Daily Hedged Longer Dated Tin	JE00B76G5M78	£1.00000000
ETFS GBP Daily Hedged Longer Dated Wheat	JE00B6ZYV502	£1.00000000
ETFS GBP Daily Hedged Longer Dated WTI Crude Oil	JE00B6VHS189	£1.00000000
ETFS GBP Daily Hedged Longer Dated Zinc	JE00B6S1SP71	£1.00000000

In addition, 30 classes of Classic Index Securities and 30 classes of Longer Dated Index Securities are specifically described in this Prospectus. The ISINs and Principal Amounts (which are also the minimum denominations) of such Index Securities are as follows:

<b>Class of Australian Dollar Classic Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS AUD Daily Hedged All Commodities	JE00B78BL221	A\$1.00000000
ETFS AUD Daily Hedged Energy	JE00B78BJZ10	A\$1.00000000
ETFS AUD Daily Hedged Petroleum	JE00B78DNF57	A\$1.00000000
ETFS AUD Daily Hedged Ex-Energy	JE00B78D9N50	A\$1.00000000
ETFS AUD Daily Hedged Precious Metals	JE00B78DKH66	A\$1.00000000
ETFS AUD Daily Hedged Industrial Metals	JE00B6XCPC14	A\$1.00000000
ETFS AUD Daily Hedged Agriculture	JE00B78D8X83	A\$1.00000000
ETFS AUD Daily Hedged Softs	JE00B78BC857	A\$1.00000000
ETFS AUD Daily Hedged Livestock	JE00B63JWM17	A\$1.00000000
ETFS AUD Daily Hedged Grains	JE00B6TQPM79	A\$1.00000000

<b>Class of Euro Classic Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS EUR Daily Hedged All Commodities	JE00B78NNS84	€1.00000000
ETFS EUR Daily Hedged Energy	JE00B78NNV14	€1.00000000
ETFS EUR Daily Hedged Petroleum	JE00B78NPL55	€1.00000000
ETFS EUR Daily Hedged Ex-Energy	JE00B78NPN79	€1.00000000
ETFS EUR Daily Hedged Precious Metals	JE00B78NPQ01	€1.00000000
ETFS EUR Daily Hedged Industrial Metals	JE00B78NPW60	€1.00000000
ETFS EUR Daily Hedged Agriculture	JE00B78NPY84	€1.00000000

<b>Class of Euro Classic Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS EUR Daily Hedged Softs	JE00B78NQP68	€1.00000000
ETFS EUR Daily Hedged Livestock	JE00B78NQR82	€1.00000000
ETFS EUR Daily Hedged Grains	JE00B78NQZ66	€1.00000000
<b>Class of Sterling Classic Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS GBP Daily Hedged All Commodities	JE00B6S1W779	£1.00000000
ETFS GBP Daily Hedged Energy	JE00B3SH1K04	£1.00000000
ETFS GBP Daily Hedged Petroleum	JE00B60VJ072	£1.00000000
ETFS GBP Daily Hedged Ex-Energy	JE00B4X74F82	£1.00000000
ETFS GBP Daily Hedged Precious Metals	JE00B542T323	£1.00000000
ETFS GBP Daily Hedged Industrial Metals	JE00B63MJ075	£1.00000000
ETFS GBP Daily Hedged Agriculture	JE00B6RPM472	£1.00000000
ETFS GBP Daily Hedged Softs	JE00B41W8W09	£1.00000000
ETFS GBP Daily Hedged Livestock	JE00B72VKJ84	£1.00000000
ETFS GBP Daily Hedged Grains	JE00B6XFZL91	£1.00000000
<b>Class of Australian Dollar Longer Dated Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS AUD Daily Hedged Longer Dated All Commodities	JE00B6VCLJ21	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Energy	JE00B6VTNP30	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Petroleum	JE00B6QN3B65	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Ex-Energy	JE00B709XL73	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Precious Metals	JE00B704V291	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Industrial Metals	JE00B6VNND30	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Agriculture	JE00B4N70R27	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Softs	JE00B3QQHP64	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Livestock	JE00B4TTTTL91	A\$1.00000000
ETFS AUD Daily Hedged Longer Dated Grains	JE00B4KCDY84	A\$1.00000000
<b>Class of Euro Longer Dated Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS EUR Daily Hedged Longer Dated All Commodities	JE00B460QR00	€1.00000000
ETFS EUR Daily Hedged Longer Dated Energy	JE00B767YP69	€1.00000000
ETFS EUR Daily Hedged Longer Dated Petroleum	JE00B76BW875	€1.00000000
ETFS EUR Daily Hedged Longer Dated Ex-Energy	JE00B764NX81	€1.00000000
ETFS EUR Daily Hedged Longer Dated Precious Metals	JE00B764YK26	€1.00000000
ETFS EUR Daily Hedged Longer Dated Industrial Metals	JE00B764SP52	€1.00000000
ETFS EUR Daily Hedged Longer Dated Agriculture	JE00B7651712	€1.00000000
ETFS EUR Daily Hedged Longer Dated Softs	JE00B764GG24	€1.00000000
ETFS EUR Daily Hedged Longer Dated Livestock	JE00B766HJ85	€1.00000000
ETFS EUR Daily Hedged Longer Dated Grains	JE00B766J253	€1.00000000
<b>Class of Sterling Longer Dated Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS GBP Daily Hedged Longer Dated All Commodities	JE00B51YNT57	£1.00000000
ETFS GBP Daily Hedged Longer Dated Energy	JE00B4QMXG43	£1.00000000
ETFS GBP Daily Hedged Longer Dated Petroleum	JE00B6S4Q858	£1.00000000
ETFS GBP Daily Hedged Longer Dated Ex-Energy	JE00B4X9VT79	£1.00000000
ETFS GBP Daily Hedged Longer Dated Precious Metals	JE00B6ZSSM84	£1.00000000
ETFS GBP Daily Hedged Longer Dated Industrial Metals	JE00B6TL7R12	£1.00000000
ETFS GBP Daily Hedged Longer Dated Agriculture	JE00B5NPY601	£1.00000000
ETFS GBP Daily Hedged Longer Dated Softs	JE00B6SMWM59	£1.00000000
ETFS GBP Daily Hedged Longer Dated Livestock	JE00B6VL0T21	£1.00000000
ETFS GBP Daily Hedged Longer Dated Grains	JE00B6VKP833	£1.00000000

Currency-Hedged Commodity Securities may also be issued under this Prospectus in respect of any other currency-hedged commodity index calculated and published by Bloomberg or UBS AG (or any of its Affiliates) in accordance with the Handbook and denominated in any currency, provided that the Issuer can create matching Commodity Contracts under a Facility Agreement. To the extent that this Prospectus does not provide full details of such class or classes of Currency-Hedged Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof and details of the relevant currency-hedged commodity index) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

As referred to in Part 4 (*Description of the Currency-Hedged Commodity Securities*) and Condition 18 the Issuer has the right under the Trust Instrument at any time to consolidate or divide all of the Currency-Hedged Commodity Securities of any class into Currency-Hedged Commodity Securities of the same class but with a proportionately larger or smaller Principal Amount and Price. Consolidated or divided Currency-Hedged Commodity Securities may also be issued under this Prospectus and to the extent that this Prospectus does not provide full details of such consolidated or divided Currency-Hedged Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

## **6. Sources**

The information given under the heading “Composition and Weightings” in Part 3 (*The Bloomberg Commodity Index Family*) is sourced from the Handbook.

The information given in “Table 2(a) — Designated Contracts and Designated Month Contracts” and “Table 2(b) — Lead Futures Contracts for Bloomberg Commodity Index<sup>SM</sup>” under the heading “Designated Contracts” in Part 3 (*The Bloomberg Commodity Index Family*) is sourced from the Handbook.

The information given in “Table 5 – Historical correlation coefficients between the returns of hedged currency (vs US Dollar) and the returns of the Bloomberg Commodity Index<sup>SM</sup> expressed in US Dollars” under the heading “Historical correlation coefficients” in Part 3 (*The Bloomberg Commodity Index Family*) is sourced from ManJer and the Website.

The data reproduced in the charts entitled “Table 6 — Case 1 – All commodities/Australian Dollar” in Part 3 (*The Bloomberg Commodity Index Family*) is extracted from index data published by Bloomberg and made available on the website at <http://www.djindexes.com/commodity/> and calculations performed by ManJer.

### *Aluminium*

The statements under the heading “Aluminium” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the United States Geological Survey website (<http://www.usgs.gov>).

### *Brent Crude*

The statements under the heading “Brent Crude” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of Platts (<https://www.spglobal.com/platts/en>), a division of The McGraw-Hill Companies.

### *Cocoa*

The statements under the heading “Cocoa” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Cocoa Organization (<https://www.icco.org/about-cocoa/growing-cocoa.html>).

### *Coffee*

The statements under the heading “Coffee” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Coffee Organization website (<http://www.ico.org>).

### *Copper*

The statements under the heading “Copper” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Copper Study Group website (<http://www.icsg.org>) and the Copper Development Association (<https://www.copper.org/>).

### *Corn*

The statements under the heading “Corn” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Cotton*

The statements under the heading “Cotton” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Gas Oil*

The statements under the heading “Gas Oil” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the websites of the Energy Information Administration (<http://www.eia.gov>) and Total UK Limited (<http://www.total.co.uk>).

### *Gasoline*

The statements under the heading “Gasoline” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005 published by the Commodity Research Bureau.

### *Gold*

The statements under the heading “Gold” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Thomson Reuters GFMS Limited Gold Survey 2013 and World Gold Council.

### *Heating Oil*

The statements under the heading “Heating Oil” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Kansas Wheat*

The statements under the heading “Kansas Wheat” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the United States Department of Agriculture (<http://www.ers.usda.gov/topics/crops/wheat.aspx>) and the Kansas City Board of Trade (<http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/kc-wheat.html>).

### *Lead*

The statements under the heading “Lead” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Lead and Zinc Study Group (<http://www.ilzsg.org>) and Lead Development Association International (<https://www.ila-lead.org>).

### *Lean Hogs*

The statements under the heading “Lean Hogs” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Live Cattle*

The statements under the heading “Live Cattle” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Natural Gas*

The statements under the heading “Natural Gas” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Nickel*

The statements under the heading “Nickel” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the Nickel Institute (<http://www.nickelinstitute.org>).

### *Platinum*

The statements under the heading “Platinum” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Platinum Group Metals Association (<http://www.ipa-news.com/pgm/platinum/index.htm>) and GFMS Thomson Reuters (<https://forms.thomsonreuters.com/gfms/>).

### *Silver*

The statements under the heading “Silver” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the Silver Institute website (<http://www.silverinstitute.org>).

### *Soybean Meal*

The statements under the heading “Soybean Meal” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the United States Department of Agriculture (<http://www.ers.usda.gov/topics/crops/soybeans-oil-crops/background.aspx>) and the Chicago Board of Trade (<https://www.ers.usda.gov/topics/crops/soybeans-oil-crops/>) and The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Soybean Oil*

The statements under the heading “Soybean Oil” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Soybeans*

The statements under the heading “Soybeans” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Sugar*

The statements under the heading “Sugar” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Tin*

The statements under the heading “Tin” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the International Tin Association ([www.internationaltin.org](http://www.internationaltin.org)) and the U.S. Geological Survey website (<http://www.usgs.gov>).

### *Wheat*

The statements under the heading “Wheat” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *WTI Crude Oil*

The statements under the heading “WTI Crude Oil” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) that over the past several decades oil has been the world’s foremost source of primary energy consumption, and that the behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market are derived from the International Energy Outlook, published by the Energy Information Administration.

## Zinc

The statements under the heading “Zinc” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Lead and Zinc Study Group website (<http://www.ilzsg.org>).

## Futures Markets

The statements under the heading “Futures Markets” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Commodity Futures Trading Commission website ([www.cftc.gov](http://www.cftc.gov)), and the Chicago Mercantile Exchange website (<https://www.cmegroup.com/>).

## Exchanges

The statements under the heading “CBOT (Chicago Board of Trade, now merged with CME)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Board of Trade website (<http://www.cmegroup.com>).

The statements under the heading “CME (Chicago Mercantile Exchange)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Mercantile Exchange website (<http://www.cmegroup.com>).

The statements under the heading “KCBT (Kansas City Board of Trade)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Kansas City Board of Trade (<http://www.cmegroup.com>).

The statements under the heading “LME (London Metal Exchange)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the London Metal Exchange website (<http://www.lme.com>).

The statements under the heading “ICE Futures U.S.” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Intercontinental Exchange website (<http://www.theice.com>).

The statements under the heading “NYMEX (The New York Mercantile Exchange, Inc.)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the New York Mercantile Exchange website (<http://www.cmegroup.com>).

To the extent that the information referred to in this paragraph 6 above has been sourced from a third party, such information has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by the referenced third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

None of the documents or websites referred to in this paragraph 6 above are incorporated into or form part of this Prospectus and no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for the purposes of the Prospectus Directive or the Prospectus Rules.

## 7. General

- (a) The Issuer’s auditors are KPMG Channel Islands Limited of 37 Esplanade, St Helier, Jersey, Channel Islands JE4 8WQ. KPMG Channel Islands Limited is a registered auditor with the Institute of Chartered Accountants in England and Wales. The annual reports of the Issuer for the years ended 31 December 2017 and 31 December 2018 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 27 April 2018 and 13 March 2019 respectively are incorporated in this document by reference and are available at the Issuer’s website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> under the ‘ETF Securities Financial and Tax Information’ tab and at the registered office of the Issuer as set out in paragraph 8 of Part 13 (*Additional Information*). The annual audited accounts of the Issuer will generally be published within 4 months of year end, currently 31 December each year. Half-yearly unaudited accounts will generally be published within 4 months of the mid-year end, currently 30 June in each year. Each of the annual audited accounts and half-yearly unaudited accounts will be made available on the Issuer’s website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> under the ‘ETF Securities Financial and Tax Information’ tab.



- (b) The Issuer's financial statements will be presented in US Dollars. The value of any assets and liabilities denominated in currencies other than US Dollars is converted into US Dollars at rates quoted by independent sources. The valuation of the assets and liabilities of the Issuer attributable to any Pool is determined under the supervision of the Board. The Commodity Contracts constitute an asset of the Issuer. For the purposes of the valuation of the Issuer's assets, the Commodity Contracts are valued at the Price as at the date of valuation.

The Currency-Hedged Commodity Securities in issue constitute a liability of the Issuer. The actual contractual issue and redemption of Currency-Hedged Commodity Securities and Commodity Contracts occur at the Price calculated in accordance with the formula in this Prospectus so that any gains or losses on the liability represented by the Currency-Hedged Commodity Securities are matched by gains or losses attributable to the Commodity Contracts.

For the purposes of the Issuer's financial statements, the Currency-Hedged Commodity Securities are valued at the current mid-market price that they are quoted at on a stock exchange as at the date of valuation. This results in a difference between the value of the Commodity Contracts and the Currency-Hedged Commodity Securities in issue which shows as either a profit or a loss in the accounts. This profit or loss would be reversed on a subsequent redemption of the Currency-Hedged Commodity Securities and cancellation of the equivalent Commodity Contracts.

- (c) There has been no material adverse change in the financial or trading position or prospects of the Issuer since the date of its last published audited financial statements on 31 December 2018.
- (d) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during a period of 12 months preceding the date of this document which may have or have had in the recent past, significant effect on the Issuer's financial position or profitability.
- (e) All Currency-Hedged Commodity Securities in issue at the date of this document have been admitted to the Official List and admitted to trading on the Main Market of the London Stock Exchange. Applications have been made to the UK Listing Authority for all Currency-Hedged Commodity Securities issued within 12 months from the date of this document to be admitted to the Official List and to the London Stock Exchange for all such Currency-Hedged Commodity Securities to be admitted to trading on the Main Market.
- (f) The Issuer intends to publish annual financial statements each year and Final Terms as required by the Prospectus Directive, Listing Rules, Transparency Rules and the Transparency Directive. Each Pricing Day the Issuer will publish Prices, Capital Adjustments and Collateral Yields on its website as described under the heading "Pricing and Trading of Currency-Hedged Commodity Securities" in Part 1 (*General*). Save as aforesaid, the Issuer does not intend to provide post-issuance information.
- (g) The securitised assets backing the issue being the Commodity Contracts, the MLI Facility Agreement, the MLI Security Agreement, the MLI Control Agreement, the BAC Guarantee, the CGML Facility Agreement, the CGML Security Agreement, the CGML Control Agreement and the CGMH Guarantee have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Currency-Hedged Commodity Securities.

## **8. Documents Available for Inspection**

For the duration of the Programme or so long as any Currency-Hedged Commodity Securities remain outstanding, copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer in printed form:

- (a) the Memorandum and Articles of Association of the Issuer;
- (b) the Services Agreement;
- (c) the Administration Agreement;
- (d) the MLI Facility Agreement;
- (e) the CGML Facility Agreement;

- (f) the BAC Guarantee;
- (g) the CGMH Guarantee;
- (h) the MLI Security Agreement;
- (i) the CGML Security Agreement;
- (j) the MLI Control Agreement
- (k) the CGML Control Agreement;
- (l) the Authorised Participant Agreements;
- (m) the Security Assignments;
- (n) the Trust Instrument and supplemental trust instruments thereto;
- (o) the Security Deed and deeds of amendment thereto;
- (p) the Registrar Agreement;
- (q) the Licence Agreement; and
- (r) the annual audited accounts and half-yearly unaudited accounts of the Issuer.

Copies of this Prospectus and the documents listed above are available free of charge from ETFS Management Company (Jersey) Limited, Ordnance House, 31 Pier Road, St. Helier, Jersey JE4 8PW.

## 9. Jersey Law Consents

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds – Prospectuses) (Jersey) Order 2012.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law, 1988, as amended, (the “**CIF Law**”) to enable it to undertake its functions in relation to Currency-Hedged Commodity Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended, (the “**Financial Services Law**”) to enable it to undertake its functions in relation to the Currency-Hedged Commodity Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Issuer or the correctness of any statements made or expressed in this Prospectus.

## 10. Selling Restrictions

The Currency-Hedged Commodity Securities are not subject to any restrictions on transferability. The following restrictions on offer and sales apply.

### *United States*

The Issuer has imposed the restrictions described below on the Programme so that the Issuer will not be required to register the offer and sale of Currency-Hedged Commodity Securities under the Securities Act, so that the Issuer will not have an obligation to register as an investment company under the Investment Company Act and related rules and to address certain ERISA (defined below), U.S. Internal Revenue Code and other considerations. These restrictions, which will remain in effect until the Issuer determines in its sole discretion to remove them, may adversely affect the ability of holders of Currency-Hedged Commodity Securities to trade them.

Currency-Hedged Commodity Securities have not been and will not be registered under the U.S. Securities Act or any other applicable law of the United States. Currency-Hedged Commodity Securities are being offered and sold only outside the United States to non-US Persons in reliance on the exemption from registration provided by Regulation S of the Securities Act.

The Issuer has not been and does not intend to become registered as an investment company under the Investment Company Act and related rules. Currency-Hedged Commodity Securities and any

beneficial interest therein may not be reoffered, resold, pledged or otherwise transferred in the United States or to US Persons. If the Issuer determines that any Security Holder is a Prohibited US Person (being a US Person who is not a “qualified purchaser” as defined in the Investment Company Act), the Issuer may redeem the Currency-Hedged Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading “Compulsory Redemption by the Issuer or the Trustee” (Condition 8).

The Currency-Hedged Commodity Securities may not be purchased with plan assets of any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “**Code**”) applies (collectively, “**Plans**”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or section 4975 of the Code, or any person who holds Currency-Hedged Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity (a “**Prohibited Benefit Plan Investor**”). If the Issuer determines that any Security Holder is a Prohibited Benefit Plan Investor, the Issuer may redeem the Currency-Hedged Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading “Compulsory Redemption by the Issuer or the Trustee” (Condition 8).

Further restrictions on offers and sales of Currency-Hedged Commodity Securities and on the distribution of this Prospectus are set out in paragraph 3 of Part 13 (*Additional Information*).

#### **11. Consent to use of Prospectus by Financial Intermediaries in certain Member States**

The Issuer has consented to the use of this Prospectus, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Commodity Securities in any of Austria, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Spain, Sweden and the United Kingdom by any financial intermediary which is an investment firm within the meaning of the Markets in Financial Instruments Directive, as amended (“**MiFID II**”) and which is authorised in accordance with MiFID II in any member state. Such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the date of this Prospectus unless such consent is withdrawn prior to that date by notice published on the Issuer’s website.

**In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made. Any financial intermediary using this Prospectus for the purpose of any offering must state on its website that it uses this Prospectus in accordance with the consent given and the conditions attached thereto.**

**It is a condition of this consent that, where the financial intermediary wishes to resell or make a final placement by way of public offer of the Commodity Securities, such financial intermediary may not reuse this Prospectus for such purpose unless it is in those Public Offer Jurisdictions identified in the Final Terms, provided such offer is made during the Offer Period specified in the applicable Final Terms. The financial intermediary may not otherwise reuse this Prospectus to sell Commodity Securities.**

**In the event of a public offer in one or more Public Offer Jurisdictions, the Commodity Securities may be offered and sold to persons in the relevant Public Offer Jurisdiction who are legally eligible to participate in a public offering of such securities in such jurisdiction under applicable laws and regulations.**

#### **12. DATA PROTECTION**

##### *Privacy notice*

Please refer to the privacy notice on the website of the Issuer at <https://www.wisdomtree.eu/>. The privacy notice sets out your individual rights; and identifies how personal data will be used, stored, transferred or otherwise processed.

Personal data will typically include name, address, email address, telephone number and any other information an investor or his or her adviser may supply.

#### *Use of information*

The information which is provided by or on behalf of a prospective individual investor in connection with its application for Currency-Hedged Commodity Securities or which is subsequently provided by or on behalf of a prospective individual investor or individual investor (personal data) will be held and processed by the Issuer in compliance with the relevant data protection legislation (**Data Protection Legislation**).

The Issuer shall act as data controller for the purposes of the Data Protection Legislation.

Personal data will be held and processed by the Issuer and/or the Issuer's service providers for the following purposes:

- (i) verifying the identity of prospective investors for the purpose of complying with the statutory and regulatory requirements of the Issuer and any service provider to the Issuer in relation to anti-money laundering in Jersey or elsewhere;
- (ii) evaluating and complying with any anti-money laundering, regulatory and tax requirements in respect of the Issuer;
- (iii) meeting the legal, regulatory, reporting and/or financial obligations of the Issuer or any service provider to the Issuer in Jersey or elsewhere including, without limitation, with respect to compliance with the US Foreign Account Tax Compliance Act and the OECD common reporting standard or any legislation, regulations or guidance enacted in any jurisdiction that seeks to implement a similar tax reporting or withholding tax regime;
- (iv) any purpose ancillary to the foregoing;
- (v) any purpose in connection with the issue, transfer, redemption and registration of Currency-Hedged Commodity Securities and/or the management and operation of the Issuer.

In certain circumstances it may be necessary for the Issuer or the Issuer's service providers to:

- (i) disclose personal data to third party service providers or agents or advisers appointed to provide services for the purpose of operating the Issuer or in connection with the issuance, transfer, redemption and registration of Currency-Hedged Commodity Securities; and/or
- (ii) transfer personal data outside of the European Economic Area to countries or territories which do not offer the same level of protection for the rights and freedoms of investors as Jersey.

If such a disclosure or transfer of personal data is made, the Issuer will, where appropriate, ensure that contracts are in place to ensure that any third party service provider or agent to whom the personal data is disclosed or transferred is bound to provide an adequate level of protection in respect of such data.

#### *Third parties supplying personal data*

Persons who provide personal data relating to individuals other than themselves to the Issuer and/or its service providers are responsible for informing any such individual of the disclosure and use of such data as described above; and for drawing to the attention of such individuals the privacy notice referred to above.

#### *GDPR representative*

Pursuant to Article 27 of the General Data Protection Regulation, the Issuer has designated WisdomTree UK Limited as its representative in the EU.

## ANNEX 1

### FORM OF THE GLOBAL BEARER CERTIFICATES

#### INHABER-SAMMELZERTIFIKAT

für

• [siehe Anhang 1] [Klasse der •]  
Namensschuldverschreibungen

der

#### **ETFS Hedged Commodity Securities Limited**

Ordnance House, 31 Pier Road, St. Helier, Jersey, Channel Islands, JE4 8PW

eingeteilt in Teilschuldverschreibungen im Nennbetrag von je • [siehe Anhang 1]

Für dieses Inhaber-Sammelzertifikat hält die Clearstream Banking Aktiengesellschaft mit Sitz in Frankfurt am Main, Bundesrepublik Deutschland (im Folgenden "Clearstream" genannt), als Deckung • [siehe Anhang 1] [Klasse der •] Namensschuldverschreibungen (im Folgenden "Schuldverschreibungen" genannt) der ETFS Hedged Commodity Securities Limited, Jersey, Channel Islands (im Folgenden "Gesellschaft" genannt). Die durch den Treuhandvertrag vom 23 Februar 2012 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. in seiner jeweils geänderten/ergänzten Fassung (im Folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert, und in Namensteilschuldverschreibungen mit einem Nennbetrag von je • [siehe Anhang 1] eingeteilt. Die Schuldverschreibungen sind auf Vidacos Nominees Limited, London, England, eingetragen und in einem bei der Citibank N.A., London, England, unterhaltenen Sonderdepot, verwahrt. Jeder Miteigentümer dieses Sammelzertifikats ist berechtigt, jederzeit von Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von [Klasse der •] Schuldverschreibungen der Gesellschaft auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister, zu verlangen.

Im Übrigen gelten die diesem Inhaber-Sammelzertifikat beigelegten Zertifikatsbedingungen, die Bestandteil dieser Urkunde sind.

Frankfurt am Main, den ...

**CLEARSTREAM BANKING  
AKTIENGESELLSCHAFT**

## ANNEX 2

### TEXT OF THE CONDITIONS OF THE GLOBAL BEARER CERTIFICATES

#### Zertifikatsbedingungen

1. Dieses Inhaber-Sammelzertifikat trägt die Unterschriften zweier Vorstandsmitglieder oder eines Vorstandsmitgliedes und eines Prokuristen der Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Bundesrepublik Deutschland, (im folgenden "Clearstream" genannt).
2. Jeder Miteigentümer dieses Inhaber-Sammelzertifikats ist berechtigt, jederzeit von der Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von • [siehe Anhang 1] [Klasse der •] Namensschuldverschreibungen (im folgenden "Schuldverschreibungen" genannt) der ETFS Hedged Commodity Securities Limited, Jersey, Channel Islands, England, (im Folgenden "Gesellschaft" genannt) auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister zu verlangen. Die durch den Treuhandvertrag vom 23 Februar 2012 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. in seiner jeweils geänderten/ergänzten Fassung (im folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert und in Namensteilschuldverschreibungen mit einem Nennbetrag von je • [siehe Anhang 1] eingeteilt. Einen entsprechenden Auftrag hat der Miteigentümer der Clearstream über seine Depotbank zu erteilen, wobei die Lieferadresse bzw. die Adresse, an welche die Urkunde bezüglich der Eintragung in das Schuldverschreibungsregister durch den Registrar versandt werden soll, angegeben sein muss.

Außer der von der Clearstream im Rahmen des § 315 des Bürgerlichen Gesetzbuches bestimmten Gebühr für die Auslieferung bzw. Übertragung hat der Miteigentümer etwaige mit der Auslieferung bzw. Übertragung und Umschreibung entstehende sonstige Kosten, Steuern, Gebühren oder Abgaben zu tragen.

Die Auslieferung von Einzelstücken aus diesem Inhaber-Sammelzertifikat kann von den Miteigentümern nicht verlangt werden.

3. Die Clearstream vermittelt dem Miteigentümer über dessen Depotbank nach Maßgabe seines Anteils am Inhaber-Sammelzertifikat grundsätzlich alle Rechte aus den Schuldverschreibungen, soweit sie ihr nach Maßgabe des englischen Rechts bzw. des Rechts von Jersey, Channel Islands, zustehen.

Zinsen, Ausschüttungen, Kapital und etwaige sonstige Barzahlungen leitet die Clearstream an den Miteigentümer weiter.

Im Übrigen gelten die von der Clearstream gegebenenfalls bekanntzugebenden Fristen und Bedingungen.

Sämtliche Zahlungen an den Miteigentümer erfolgen nach Maßgabe der jeweils geltenden Devisenvorschriften in EURO, es sei denn, dass der Miteigentümer rechtzeitig vor Fälligkeit Zahlung in USD (United States Dollars) verlangt hat.

4. Ein etwaiges Stimmrecht anlässlich einer Gläubigerversammlung wird die Clearstream grundsätzlich nicht ausüben. Sie wird dem Miteigentümer oder einem von diesem benannten Dritten auf Verlangen eine Vollmacht zur Ausübung des Stimmrechts erteilen lassen.

Die Gesellschaft hat sich verpflichtet, die Tagesordnung von Gläubigerversammlungen sowie die Voraussetzungen zur Teilnahme an der Gläubigerversammlung und zur Ausübung des Stimmrechts im Vorfeld einer solchen Gläubigerversammlung bekanntzugeben.

5. Sollte die Ausgabe des Inhaber-Sammelzertifikats zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, irgendwelchen Steuern, Gebühren oder Abgaben unterliegen, so haben die Miteigentümer diese Steuern, Gebühren oder Abgaben nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat zu tragen. Die Clearstream

ist berechtigt, Steuern, Gebühren oder Abgaben, denen sie zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, allein auf Grund der Tatsache unterworfen wird, dass sie die Schuldverschreibungen hält, auf alle Miteigentümer nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat umzulegen.

6. Treten aus irgendeinem Grunde an die Stelle der Schuldverschreibungen andere Schuldverschreibungen oder ein sonstiger Vermögenswert, so wandelt sich das Recht der Miteigentümer auf die Schuldverschreibungen in ein Recht auf den Ersatzgegenstand. Die Zertifikatsbedingungen gelten dann sinngemäß.
7. Die Clearstream ist berechtigt, die Citibank N.A., London, England, (im Folgenden "Verwahrer" genannt) in ihrer Funktion als Verwahrer oder die Vidacos Nominees Ltd., London, England, (im Folgenden "Nominee" genannt) in ihrer Funktion als Nominee durch eine andere Person zu ersetzen. Die Haftung der Clearstream beschränkt sich hierbei auf die sorgfältige Auswahl. Unberührt bleibt die Befugnis der Clearstream, die Funktion des Verwahrers oder des Nominees selbst wahrzunehmen. Im Fall der Ersetzung des Verwahrers oder des Nominees gelten alle Bezugnahmen auf den Verwahrer bzw. den Nominee in diesen Bedingungen als Bezugnahmen auf den neuen Verwahrer bzw. Nominee.
8. Werden die Schuldverschreibungen in einer die Mitwirkung der Clearstream in dieser Form nicht mehr erfordernden Weise an deutschen Wertpapierbörsen lieferbar oder wird die Zulassung der Schuldverschreibungen in Form von Miteigentumsanteilen a.m. Inhaber- Sammelzertifikat zum Handel und zur amtlichen Notierung an deutschen Wertpapierbörsen zurückgenommen, so wird die Clearstream die Miteigentümer auffordern, ihr einen Auftrag gemäß Ziffer 2. Abs. 1 zu erteilen. Wird dieser Auftrag nicht innerhalb einer Frist von 3 Monaten seit Veröffentlichung der Aufforderung erteilt, so ist die Clearstream nach ihrem Ermessen berechtigt, die Eintragung der Schuldverschreibungen auf den Namen des Miteigentümers oder eines in der Aufforderung benannten Dritten zu veranlassen und die Schuldverschreibungen bei einer in der Aufforderung angegebenen Stelle für den Miteigentümer auf dessen Kosten und Gefahr zu hinterlegen. Damit erlöschen die Pflichten der Clearstream aus dem Inhaber-Sammelzertifikat.
9. Alle das Inhaber-Sammelzertifikat betreffenden Bekanntmachungen werden in mindestens je einem überregionalen Börsenpflichtblatt der deutschen Wertpapierbörsen veröffentlicht werden, an denen die Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat gehandelt und amtlich notiert werden.
10. Die Miteigentümer tragen anteilig alle wirtschaftlichen und rechtlichen Nachteile und Schäden, die den für das Inhaber-Sammelzertifikat als Deckung gehaltenen Bestand an Schuldverschreibungen infolge höherer Gewalt, Regierungserlassen, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder anderer Umstände treffen sollten, die die Clearstream oder der Verwahrer nicht zu vertreten haben.

Die Clearstream wird alle Verpflichtungen aus dem Inhaber-Sammelzertifikat mit der Sorgfalt eines ordentlichen Kaufmannes erfüllen. Wird sie durch höhere Gewalt, Regierungserlasse, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder andere Umstände, die sie nicht zu vertreten hat, an der Erfüllung ihrer Verpflichtungen gehindert, so trifft sie keine Verantwortung.

Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet.

Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.

Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet.

Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.

11. Sollte irgendeine dieser Bestimmungen ganz oder teilweise rechtsunwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. Für unwirksame oder undurchführbare Bestimmungen soll eine dem Sinn und Zweck dieses Vertragsverhältnisses entsprechende Regelung gelten.
12. Alle Rechtsbeziehungen zwischen dem Miteigentümer und der Clearstream unterliegen dem Recht der Bundesrepublik Deutschland. Ausschließlicher Gerichtsstand ist Frankfurt am Main.
13. Eine Änderung dieser Zertifikatsbedingungen ist nur zulässig, soweit durch sie die Rechte der Miteigentümer nicht beeinträchtigt werden, es sei denn, dass sie durch gesetzliche Vorschriften bedingt ist.



## ANNEX 3

### FORM OF FINAL TERMS

Pro Forma Final Terms for an issue by ETFS Hedged Commodity Securities Limited under the Programme for the Issue of Currency-Hedged Commodity Securities.

#### FINAL TERMS

Dated [•] 20[•]

## ETFS HEDGED COMMODITY SECURITIES LIMITED

*(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 109413)*

**(the “Issuer”)**

**Programme for the Issue of Currency-Hedged Commodity Securities**

**Issue of**

**[number] [class] [Classic/Longer Dated] [Individual/Index] Securities**

**(the “Currency-Hedged Commodity Securities”)**

These Final Terms (as referred to in the base prospectus (the “**Prospectus**”) dated 31 May 2019 in relation to the above Programme) relate to the issue of the Currency-Hedged Commodity Securities referred to above. The Currency-Hedged Commodity Securities have the terms provided for in the trust instrument dated 23 February 2012 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the Currency-Hedged Commodity Securities. Words and expressions used in these Final Terms bear the same meaning as in the Prospectus.

These Final Terms have been prepared for the purpose of Article 5(4) of Directive 2003/71/EC and must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 14 of Directive 2003/71/EC on the website of the Issuer: <https://www.wisdomtree.eu/>. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

The particulars in relation to this issue of Currency-Hedged Commodity Securities are as follows:

Issue Date:	[•]
Class:	[•]
Creation Price:	[•]
ISIN:	[•]
Aggregate Number of Currency-Hedged Commodity Securities to which these Final Terms apply:	[•]
Maximum number/amount of Currency-Hedged Commodity Securities that may be issued of the class being issued pursuant to these Final Terms:	[•]
Exchange[s] on which Currency-Hedged Commodity Securities are admitted to trading:	[London Stock Exchange] [Frankfurt Stock Exchange] [Borsa Italiana S.p.A]

**ANNEX**

**FORM OF ISSUE SPECIFIC SUMMARY**

*(Issuer to annex form of issue specific Summary to the Final Terms)*

## ANNEX 4

### FORM OF FINAL TERMS – PUBLIC OFFERS

Pro Forma Final Terms for an offer of Currency-Hedged Commodity Securities to the public under the Programme for the Issue of Currency-Hedged Commodity Securities.

#### FINAL TERMS

Dated [•] 20[•]

## ETFs HEDGED COMMODITY SECURITIES LIMITED

*(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 109413)*

(the “Issuer”)

**Programme for the Issue of Currency-Hedged Commodity Securities**

**Issue of**

**[number] [class] [Classic/Longer Dated] [Individual/Index] Securities**

**(the “Currency-Hedged Commodity Securities”)**

These Final Terms (as referred to in the base prospectus (the “**Prospectus**”) dated 31 May 2019 in relation to the above Programme) relate to the issue of the Currency-Hedged Commodity Securities referred to above. The Currency-Hedged Commodity Securities have the terms provided for in the trust instrument dated 23 February 2012 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the Currency-Hedged Commodity Securities. Words and expressions used in these Final Terms bear the same meaning as in the Prospectus.

These Final Terms have been prepared for the purpose of Article 5(4) of Directive 2003/71/EC and must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 14 of Directive 2003/71/EC and on the website of the Issuer <https://www.wisdomtree.eu/>. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

An offer of the Currency-Hedged Commodity Securities may be made (other than pursuant to Article 3(2) of the Prospectus Directive) by the Issuer or by [•] (each a “**Permitted Offeror**”) in Austria, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Spain, Sweden and the United Kingdom (please note that these will not be offers made pursuant to the Prospectus Directive) (“**Public Offer Jurisdictions**”) during the period from [•] until [•] (the “**Offer Period**”).

The particulars in relation to this issue of Currency-Hedged Commodity Securities are as follows:

Issue Date: [•]

Class: [•]

ISIN: [•]

Creation Price: [•]

Aggregate Number of Currency-Hedged Commodity Securities to which these Final Terms applies: [•]

Maximum number/amount of Currency-Hedged Commodity Securities that may be issued of the class being issued pursuant to these Final Terms: [•]

Total amount of the offer; if the amount is not fixed, description of the arrangement and time for announcing to the public the amount of the offer: [•]

## Terms and Conditions of the Offer

Offer Price:	[•]
Conditions to which the offer is subject:	[•]
The time period including any possible amendments during which the Offer will be open and a description of the application process:	[•]
Details of the minimum and/or maximum amount of application:	[•]
Details of the method and time limits for paying up and delivering the Currency-Hedged Commodity Securities:	[•]
Manner in and date on which results of the offer are to be made public:	[•]
Whether tranche(s) have been reserved for certain countries:	[•]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[•]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[•]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[•]
Name and address of any paying agents and depository agents in each country:	[•]
Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements. Where not all of the issue is underwritten, a statement of the portion not covered:	[•]
When the underwriting agreement has been or will be reached:	[•]
Name and address of calculation agent:	[•]
Exchange[s] on which Currency-Hedged Commodity Securities are admitted to trading:	[London Stock Exchange] [Frankfurt Stock Exchange] [Borsa Italiana S.p.A]

**Date**

**Time**

**ANNEX**

**FORM OF ISSUE SPECIFIC SUMMARY**

*(Issuer to annex form of issue specific Summary to the Final Terms)*



