

INDEX GUIDELINE

SOLACTIVE HVB STIFTUNGSPORTFOLIO RISK CONTROL 4 INDEX

Version 1.0

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INTRODUCTION

This document (the "GUIDELINE") is to be used as a guideline with regard to the composition, calculation and maintenance of the Solactive HVB Stiftungsportfolio Risk Control 4 Index (the "INDEX"). Any amendments to the rules made to the GUIDELINE are approved by the OVERSIGHT COMMITTEE specified in Section 5.5. The INDEX is owned, calculated, administered and published by Solactive AG ("SOLACTIVE") assuming the role as administrator (the "INDEX ADMINISTRATOR") under the Regulation (EU) 2016/1011 (the "BENCHMARK REGULATION" or "BMR"). The name "Solactive" is trademarked.

The text uses defined terms which are formatted with "SMALL CAPS". Such Terms shall have the meaning assigned to them as specified in Section 6 (Definitions).

The GUIDELINE and the policies and methodology documents referenced herein contain the underlying principles and rules regarding the structure and operation of the INDEX. SOLACTIVE does not offer any explicit or tacit guarantee or assurance, neither pertaining to the results from the use of the INDEX nor the level of the INDEX at any certain point in time nor in any other respect. SOLACTIVE strives to the best of its ability to ensure the correctness of the calculation. There is no obligation for SOLACTIVE – irrespective of possible obligations to issuers – to advise third parties, including investors and/or financial intermediaries, of any errors in the INDEX. The publication of the INDEX by SOLACTIVE does not constitute a recommendation for capital investment and does not contain any assurance or opinion of SOLACTIVE regarding a possible investment in a financial instrument based on this INDEX.



1. INDEX SPECIFICATIONS

1.1. SCOPE OF THE INDEX

The INDEX takes a variable exposure to the HVB Stiftungsportfolio Fonds 1 – R Fund (reference fund) , which main objective is to maintain the value over a medium- to long-term cycle, taking into account inflation-related loss of purchasing power, regardless of general market conditions as part of a multi-asset strategy with a balanced risk-return ratio, and sustainability criteria and a hypothetical money market position at the 3-month EUR EURIBOR rate (as published on Reuters under the RIC EURIBOR3M=, Bloomberg – EUR003M Index).

The INDEX is calculated and published in EUR.

1.2. IDENTIFIERS AND PUBLICATION

The INDEX is published under the following identifiers:

Name	ISIN	Currency	BBG ticker
Solactive HVB Stiftungsportfolio Risk Control 4 Index	DE000SLA9YL1	EUR	SHVBSTR4 Index

The INDEX is published on the website of the INDEX ADMINISTRATOR (www.solactive.com) and is, in addition, available via the price marketing services of Boerse Stuttgart GmbH and may be distributed to all of its affiliated vendors. Each vendor decides on an individual basis as to whether it will distribute or display the INDEX via its information systems.

Any publication in relation to the INDEX (e.g. notices, amendments to the GUIDELINE) will be available at the website of the INDEX ADMINISTRATOR: <https://www.solactive.com/news/announcements/>.

1.3. INITIAL LEVEL OF THE INDEX

The initial level of the INDEX on the INDEX START DATE is 100. Historical values from the Index LIVE DATE will be recorded in accordance with Article 8 of the BMR. Levels of the INDEX published for a period prior to the Index LIVE DATE have been back-tested.



1.4. PRICES AND CALCULATION FREQUENCY

The level of the INDEX is calculated for each CALCULATION DAY based on the NET ASSET VALUES of the respective INDEX COMPONENTS.

1.5. LICENSING

Licenses to use the INDEX as the underlying value for financial instruments, investment funds and financial contracts may be issued to stock exchanges, banks, financial services providers and investment houses by SOLACTIVE.



2. INDEX SELECTION

The INDEX consists of the following Mutual Fund and the EUR 3-month EURIBOR, which are listed below:

Underlying Component	Ticker	ISIN	Lipper/RIC	Currency	Name
The reference fund	HVBST1R LX Equity	LU1932640425	LP68535739	EUR	HVB Stiftungsportfolio Fonds 1 – R
The reference rate	EUR003M Index	-	EURIBOR3M=	-	EUR 3-month EURIBOR

The Basket underlying consists of 1 Mutual Fund, which is the reference fund. The Basket is static, meaning the Mutual Fund as listed above will not change.

2.1. WEIGHTING OF THE INDEX COMPONENTS

At the Start Date, the Index virtually holds 100 EUR in cash.



3. REBALANCE

3.1. ORDINARY REBALANCE

The INDEX is rebalanced potentially daily by inspecting the current level of the realized volatility of the Basket relative to the TARGET VOLATILITY.

Every day, if the realized volatility of the Basket rises, the exposure to the Basket is reduced in favor of the hypothetical cash position and, equally, when Basket realized volatility is low, the exposure to the Basket is increased, up to a maximum of 125%.



4. CALCULATION OF THE INDEX

4.1. INDEX FORMULA

The Basket underlying the INDEX on each CALCULATION DAY t is calculated according to the following formula:

$$B_t = n_t * (NAV_t + d_t)$$

Where:

NAV_t : The net asset value of the reference fund as of CALCULATION DAY t

d_t : is either (i) d_t^* on each Index CALCULATION DAY t between an Ex-DAY (including) and corresponding REINVESTMENT DAY t^* (excluding) or (ii) zero on each other CALCULATION DAY t

d_t^* : is the Cash Value (in Euros) of the respective DISTRIBUTION (minus any costs and taxes to be borne by the hypothetical investor in relation to the DISTRIBUTION) as of the Ex-DAY immediately preceding the corresponding REINVESTMENT DAY t^* (excluding)

n_t : is the Distribution factor on each Index CALCULATION DAY t . The Distribution factor is calculated according to the following formula:

On the INDEX START DATE:

$$n_0 = 1.00$$

On each CALCULATION DAY t which is not a REINVESTMENT DAY t^* following the INDEX START DATE:

$$n_t = n_{t-1}$$

On each CALCULATION DAY t which is also a REINVESTMENT DAY t^* following the INDEX START DATE:

$$n_t = n_{t-1} + \left(\frac{n_{t-1} * d_t^*}{NAV_{t^*}} \right)$$

Where:

n_{t-1} : is the Distribution factor as the CALCULATION DAY immediately preceding CALCULATION DAY t .

NAV_{t^*} : The net asset value of the reference fund as of REINVESTMENT DAY t^*

The INDEX Level for any CALCULATION DAY t is determined according to the following formula:

On the INDEX START DATE:

$$IL_0 = 100$$



On each CALCULATION DAY t following the INDEX START DATE:

$$IL_t = IL_{t-1} * \left(1 + Exp_{t-1} * \left(\frac{B_t}{B_{t-1}} - 1 \right) + (1 - Exp_{t-1}) * rate_{t-1} * \frac{DC_{t,t-1}}{360} \right)$$

Where:

IL_t : The Level of the INDEX as of CALCULATION DAY t

IL_{t-1} : The Level of the INDEX as of CALCULATION DAY immediately preceding CALCULATION DAY t

B_t : The underlying Basket value as of CALCULATION DAY t

B_{t-1} : The underlying Basket value as of CALCULATION DAY immediately preceding CALCULATION DAY t

$rate_{t-1}$: Level of the reference rate, expressed as a percentage, which has been fixed two Calculation Days prior to Index of CALCULATION DAY $t-1$

$DC_{t,t-1}$: Number of Calendar Days from (and excluding) of CALCULATION DAY $t-1$ to (and including) of CALCULATION DAY t

Exp_{t-1} : is the exposure to the underlying Basket value as of CALCULATION DAY $t-1$

The formula for Exp_t is given below:

$$Exp_t = \min \left(maxLeverage, \frac{volTarget}{realizedVol_t} \right)$$

Where $maxLeverage = 1.25$ and $volTarget = 4\%$

The $realizedVol_t$ is calculated according to the following formula:

$$realizedVol_t = \sqrt{\frac{252}{19} * \sum_{i=0}^{19} \left(\ln \left(\frac{B_{t-i-2}}{B_{t-i-3}} \right) - \frac{1}{20} \sum_{j=0}^{19} \ln \left(\frac{B_{t-i-2}}{B_{t-i-3}} \right) \right)^2}$$

Where:

B_{t-i} : The underlying Basket value as of i CALCULATION DAYS immediately preceding CALCULATION DAY t

B_{t-i-2} : The underlying Basket value as of the 2 CALCULATION DAYS immediately preceding CALCULATION DAY $t - i$

B_{t-i-3} : The underlying Basket value as of the 3 CALCULATION DAYS immediately preceding CALCULATION DAY $t - i$



4.2. ACCURACY

The level of the INDEX will be rounded to 2 decimal places. Any other values (like volatility and exposure) are used unrounded with full precision.

4.3. DIVIDENDS AND OTHER DISTRIBUTIONS

The dividends and other distributions paid by reference fund are reinvested into the reference fund as described in see Section 4.1.

4.4. RECALCULATION

SOLACTIVE makes the greatest possible efforts to accurately calculate and maintain its indices. However, errors in the determination process may occur from time to time for variety reasons (internal or external) and therefore, cannot be completely ruled out. SOLACTIVE endeavors to correct all errors that have been identified within a reasonable period of time. The understanding of "a reasonable period of time" as well as the general measures to be taken are generally depending on the underlying and is specified in the Solactive Correction Policy, which is incorporated by reference and available on the SOLACTIVE website: <https://www.solactive.com/documents/correction-policy/>.

4.5. MARKET DISRUPTION

In periods of market stress SOLACTIVE calculates its indices following predefined and exhaustive arrangements as described in the SOLACTIVE Disruption Policy, which is incorporated by reference and available on the SOLACTIVE website: <https://www.solactive.com/documents/disruption-policy/>. Such market stress can arise due to a variety of reasons, but generally results in inaccurate or delayed prices for one or more INDEX COMPONENTS. The determination of the INDEX may be limited or impaired at times of illiquid or fragmented markets and market stress.

4.6. INDEX COMPONENT DISRUPTION EVENTS

The INDEX COMPONENTS may be subject to the following disruption events:

- **"FUND NAV EVENT"** means the latest published FUND ASSET UNDER MANAGEMENT being less than 10 Million EUR.
- **"ADVISER RESIGNATION EVENT"** is, in respect of any INDEX COMPONENT, (1) the resignation, termination or replacement of the FUND ADVISER; or (2) the resignation, termination or replacement of the FUND ADMINISTRATOR, the management company, the custodian (if any) or the depositary (if any) of the related INDEX COMPONENT.



- **"FUND INSOLVENCY EVENT"** means, in respect of any INDEX COMPONENT, the FUND ADMINISTRATOR of such related INDEX COMPONENT and any FUND SERVICE PROVIDER of such related INDEX COMPONENT that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the INDEX COMPONENT, (i) the holdings of a HYPOTHETICAL INVESTOR in the relevant INDEX COMPONENT are required to be transferred to a trustee, or other similar official or (ii) a HYPOTHETICAL INVESTOR in the relevant INDEX COMPONENT is legally prohibited from transferring or redeeming its holdings in the relevant INDEX COMPONENT.
- **"FUND MODIFICATION EVENT"** means, in respect of any INDEX COMPONENT, any change or modification of the FUND DOCUMENTS of the related INDEX COMPONENT which could reasonably be expected to affect the value of such INDEX COMPONENT or the rights and remedies of holders of such INDEX COMPONENT from those prevailing on the INDEX START DATE.
- **"INCREASED COST OF HEDGING EVENT"** means that a Hedging Party would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, expense or fee (other than brokerage commissions) to (1) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to a relevant Fund or Index Derivative Transactions, or (2) realize, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such material increased amount that is incurred solely due to the deterioration of the creditworthiness of the Hedging Party shall not be deemed an Increased Cost of Hedging. "Hedging Party" means either party to a fund or Index derivative transaction linked to the Index or an issuer of a security linked to the Index.
- **"REGULATORY ACTION EVENT"** means, in respect of any INDEX COMPONENT, (1) the cancellation, suspension or revocation of the registration or approval of such INDEX COMPONENT by any relevant governmental, legal or regulatory authority; (2) any change in the accounting, legal, regulatory or tax treatments of the related INDEX COMPONENT or its FUND ADVISER that is reasonably likely to have an adverse impact on the value of such INDEX COMPONENT or on any investor therein; or (3) the related INDEX COMPONENT or any of its FUND ADMINISTRATOR or FUND ADVISER becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for activities relating to or resulting from the operation of such INDEX COMPONENT, FUND ADMINISTRATOR or FUND ADVISER.
- **"REGULATORY CHANGE EVENT"** means, a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires a Hedging in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Hedging Party with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Fund or Index Derivative Transactions to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent and the Hedging Party in its reasonable discretion (§ 315 et seq. BGB)]. "Hedging Party" means either party to a fund or Index derivative transaction linked to the Index or an issuer of a security linked to the Index.



- **"REPORTING DISRUPTION EVENT"** means, in respect of any INDEX COMPONENT, any failure of the FUND ADMINISTRATOR of the relevant INDEX COMPONENT to deliver, or cause to deliver, information (including, but not limited to, annual and half-yearly financial reports) in accordance with the FUND DOCUMENTS, its regulatory obligations or its normal practice.
- **"STRATEGY BREACH EVENT"** means, in respect of any INDEX COMPONENT, any breach or violation of any strategy or investment guideline stated in the FUND DOCUMENTS of the related INDEX COMPONENT which could reasonably be expected to affect the value of such INDEX COMPONENT or the rights and remedies of holders of such INDEX COMPONENT from those prevailing on the INDEX START DATE.
- **"NATIONALISATION EVENT "** means, in respect of any INDEX COMPONENT, that all holdings of a HYPOTHETICAL INVESTOR in the respective INDEX COMPONENT or all or substantially all the assets of the respective INDEX COMPONENT are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- **"CHANGE IN LAW EVENT "** means that, (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), (A) it has become illegal for a HYPOTHETICAL INVESTOR to hold, acquire or dispose of any holding in the respective INDEX CONSTITUENT, or (B) a HYPOTHETICAL INVESTOR will incur materially increased costs with regard to the holding, acquisition and disposal of its holdings in the respective INDEX COMPONENT (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).
- **"FUND TRADING DISRUPTION EVENT "** means that a HYPOTHETICAL INVESTOR or any of its affiliates or agents is unable, or it is impractical for the HYPOTHETICAL INVESTOR or any of its affiliates or agents, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to any holdings in the respective INDEX COMPONENT, or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by an INDEX COMPONENT on an investor's ability to redeem the related holding the INDEX COMPONENT, in whole or in part, or any existing or new investor's ability to make new or additional investments in such INDEX COMPONENT, or (B) any mandatory redemption, in whole or in part, of a holding in the INDEX COMPONENT imposed by the related INDEX COMPONENT, or (C) a material limitation is imposed on dealings in such INDEX COMPONENT; or (D) the related INDEX COMPONENT's dealing is changed (including, but not limited to, a change in notice periods for redemptions or the imposition of gating provisions); or (E) the occurrence of any other event which restricts, in whole or in part, on a permanent or a temporary basis, dealings of any nature with respect to such INDEX COMPONENTS
- **"INCREASED COST OF TRADING EVENT"** means that a HYPOTHETICAL INVESTOR or any of its affiliates or agents would incur a materially increased amount of tax, duty, expense or fee (other than



brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any holding in the respective INDEX COMPONENT, or (ii) realise, recover or remit the proceeds of any transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the HYPOTHETICAL INVESTOR shall not be deemed an Increased Cost of Trading.

- **"FUND VALUATION AND SETTLEMENT DISRUPTION EVENT"** means at any time the occurrence or continuance of any of the following events:
 - (i) **"FUND VALUATION DISRUPTION"** means any continued postponement of any date at which an INDEX COMPONENT is scheduled, according to the relevant FUND DOCUMENTS, to determine the net asset value for purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption.
 - (ii) **"FUND SETTLEMENT DISRUPTION"** means a failure by an INDEX COMPONENT on any day to pay the full amount (whether expressed as a percentage or otherwise) of any fund redemption proceeds with respect to any holding in the respective INDEX COMPONENT scheduled to have been paid on or by such day according to the relevant FUND DOCUMENTS.
- **"FUND CURRENCY CHANGE EVENT"** means that the currency denomination of an INDEX COMPONENT is amended in accordance with its rules so that the Net Asset Value of the Fund INDEX COMPONENT on any Business Day is no longer calculated in the same currency as at the Index Start Date;
- **"CREATION OF A NEW CLASS OR SERIES EVENT"** shall mean the issue or creation of a new class or series (howsoever described in the fund documents) of shares or units by the Fund
- **"FUND LITIGATION EVENT"** shall mean there exists any litigation against the Fund or its manager/issuer (or otherwise) which could materially affect the value of the Fund or on the rights or remedies of any investor in such Fund;
- **"FUND ALLEGATION EVENT"** shall mean there exists allegation of criminal or fraudulent activity made in respect of the Fund or its manager/issuer (or otherwise) or any employee of any such entity
- **"SUPERVISION EVENT"** shall mean one or more of the key individuals involved with, or having supervision over, the Fund or its manager/issuer (or otherwise) ceases to act in such capacity, and fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;
- **"MERGER OR SIMILAR EVENT"** shall mean following the Fund is superseded by a successor fund (the "Succession") following a merger or similar event and the Succession does not have any relevant economic effect on the financial instruments relating to the Index.
- **"MODIFICATION OF NAV CALCULATION METHOD EVENT"** shall mean a material modification of the method of calculating the NAV (Net Assets Value) of the INDEX COMPONENT



- **"CALCULATION AND PUBLICATION FREQUENCY CHANGE EVENT"** shall mean any change in the periodicity of the calculation or publication of the NAV of the of the INDEX COMPONENT
 - **"MANDATORY REDEMPTION EVENT"** shall mean the Calculation Agent, its affiliates and any Hypothetical Investor would be obliged (whether by a governmental, legal or regulatory entity or otherwise) to redeem all or some of the units/shares of such Underlying that it is holding in relation to actual hedging activities;
 - **"INCORRECT CALCULATION, MISREPRESENTATION EVENT"**: following the Index Calculation Agent determines, at any time, that (i) the NAV of the Fund is inaccurate, or (ii) the reported net asset value of the Fund misrepresents the net asset value of the Fund;
 - **"FUND SERVICE PROVIDER CESSATION EVENT"** means that one or more FUND SERVICE PROVIDER(s) in respect of an INDEX COMPONENT ceases to provide the service as outlined in the relevant FUND DOCUMENTS and any such FUND SERVICE PROVIDER is not immediately replaced by another acceptable service provider.
 - **"FUND ADMINISTRATOR DISRUPTION EVENT "** means any event or circumstances compromising the independence of a FUND ADMINISTRATOR performing services for an INDEX COMPONENT from the relevant FUND ADVISER.
- "RELATED AGREEMENT TERMINATION EVENT "** means an INDEX COMPONENT or any of its FUND ADMINISTRATOR or FUND ADVISER is in breach of or has terminated any existing agreement with a HYPOTHETICAL INVESTOR in respect of, but not limited to, retrocession, dealing fees, liquidity and licensing.

If any of the above disruption events occurred with respect to an INDEX COMPONENT, the INDEX ADMINISTRATOR shall, acting in good faith and a commercially reasonable manner:

- (i) confirm (or not) the occurrence of the disruption event;
- (ii) if relevant, determine the date of occurrence of the disruption event;
- (iii) if relevant, determine appropriate amendments to the Index which may include, among other things, amendments to the determination of days on which the level of the INDEX will be published, amendments to the computation of the realised volatility, and/or determination of a substitution of the affected INDEX COMPONENT.



5. MISCELLANEOUS

5.1. DISCRETION

Any discretion which may need to be exercised in relation to the determination of the INDEX (for example the determination of the INDEX UNIVERSE (if applicable), the selection of the INDEX COMPONENTS (if applicable) or any other relevant decisions in relation to the INDEX) shall be made in accordance with strict rules regarding the exercise of discretion or expert judgement.

5.2. METHODOLOGY REVIEW

The methodology of the INDEX is subject to regular review, at least annually. In case a need of a change of the methodology has been identified within such review (e.g. if the underlying market or economic reality has changed since the launch of the INDEX, i.e. if the present methodology is based on obsolete assumptions and factors and no longer reflects the reality as accurately, reliably and appropriately as before), such change will be made in accordance with the Solactive Methodology Policy, which is incorporated by reference and available on the SOLACTIVE website: <https://www.solactive.com/documents/methodology-policy/>.

Such change in the methodology will be announced on the SOLACTIVE website under the Section "Announcement", which is available at <https://www.solactive.com/news/announcements/>. The date of the last amendment of this INDEX is contained in this GUIDELINE.

5.3. CHANGES IN CALCULATION METHOD

The application by the INDEX ADMINISTRATOR of the method described in this document is final and binding. The INDEX ADMINISTRATOR shall apply the method described above for the composition and calculation of the INDEX. However, it cannot be excluded that the market environment, supervisory, legal and financial or tax reasons may require changes to be made to this method. The INDEX ADMINISTRATOR may also make changes to the terms and conditions of the INDEX and the method applied to calculate the INDEX that it deems to be necessary and desirable in order to prevent obvious or demonstrable error or to remedy, correct or supplement incorrect terms and conditions. The INDEX ADMINISTRATOR is not obliged to provide information on any such modifications or changes. Despite the modifications and changes, the INDEX ADMINISTRATOR will take the appropriate steps to ensure a calculation method is applied that is consistent with the method described above.



5.4. TERMINATION

SOLACTIVE makes the greatest possible efforts to ensure the resilience and continued integrity of its indices over time. Where necessary, SOLACTIVE follows a clearly defined and transparent procedure to adapt Index methodologies to changing underlying markets (see Section 5.2 “Methodology Review”) in order to maintain continued reliability and comparability of the indices. Nevertheless, if no other options are available the orderly cessation of the INDEX may be indicated. This is usually the case when the underlying market or economic reality, which an index is set to measure or to reflect, changes substantially and in a way not foreseeable at the time of inception of the INDEX, the index rules, and particularly the selection criteria, can no longer be applied coherently or the INDEX is no longer used as the underlying value for financial instruments, investment funds and financial contracts.

SOLACTIVE has established and maintains clear guidelines on how to identify situations in which the cessation of an INDEX is unavoidable, how stakeholders are to be informed and consulted and the procedures to be followed for a termination or the transition to an alternative index. Details are specified in the Solactive Termination Policy, which is incorporated by reference and available on the SOLACTIVE website: <https://www.solactive.com/documents/termination-policy/>.

5.5. OVERSIGHT

An oversight committee composed of staff from SOLACTIVE and its subsidiaries (the “OVERSIGHT COMMITTEE”) is responsible for decisions regarding any amendments to the rules of the INDEX. Any such amendment, which may result in an amendment of the GUIDELINE, must be submitted to the OVERSIGHT COMMITTEE for prior approval and will be made in compliance with the Methodology Policy, which is available on the SOLACTIVE website: <https://www.solactive.com/documents/methodology-policy/>.

6. DEFINITIONS

“**BASKET START DATE**” is 27 May 2019.

“**BENCHMARK REGULATION**” shall have the meaning as defined in Section “Introduction”.

“**BMR**” shall have the meaning as defined in Section “Introduction”.

“**CALCULATION DAY**” is any weekday for which a NET ASSET VALUE is scheduled to be published for the reference fund INDEX COMPONENT as defined in Section 2.

“**DISTRIBUTION**” is a cash distribution that the reference fund would pay out to the HYPOTHETICAL INVESTOR for each FUND SHARE on a DISTRIBUTION PAYDAY.

“**DISTRIBUTION PAYDAY**” in relation to a DISTRIBUTION, is a day on which the DISTRIBUTION would be received by the HYPOTHETICAL INVESTOR.



"EX-DAY" in relation to a DISTRIBUTION, is the first day on which the management company publishes the NAV adjusted for the DISTRIBUTION paid out.

"FUND SHARE(S)" is a share/shares of the reference fund as defined in Section 2.

"GUIDELINE" shall have the meaning as defined in Section "Introduction".

"INDEX" shall have the meaning as defined in Section "Introduction".

"INDEX ADMINISTRATOR" shall have the meaning as defined in Section "Introduction".

"INDEX COMPONENT" is each security reflected in the INDEX.

"INDEX CURRENCY" is the currency specified in the column "Currency" in the table in Section 1.2.

"INDEX START DATE" is 01 July, 2019.

"INDEX LIVE DATE" is 20 January, 2020.

The **"NET ASSET VALUE (NAV)"** in respect of an INDEX COMPONENT and a CALCULATION DAY is the most recent published NET ASSET VALUE published for the respective INDEX COMPONENT for this CALCULATION DAY.

"OVERSIGHT COMMITTEE" shall have the meaning as defined in Section 5.5.

"REBALANCE DAY" is each CALCULATION DAY on each the exposure to the underlying Basket is adjusted.

"REINVESTMENT DAY t" in relation to a DISTRIBUTION, is the CALCULATION DAY immediately following the DISTRIBUTION PAYDAY.

"SOLACTIVE" shall have the meaning as defined in Section "Introduction".

The **"TARGET VOLATILITY"** is 4%.

Index Component Disruption Events Definitions

"ADVISER RESIGNATION EVENT" shall have the meaning as defined in Section 4.5.

"CHANGE IN LAW EVENT" shall have the meaning as defined in Section 4.5.

"CREATION OF A NEW CLASS OR SERIES EVENT" shall have the meaning as defined in Section 4.5

"FUND ADMINISTRATOR" shall mean, in respect of an INDEX COMPONENT, the fund administrator, manager, trustee or similar person with the primary administrative responsibility for such INDEX COMPONENT.

"FUND ADMINISTRATOR DISRUPTION EVENT" shall have the meaning as defined in Section 4.5.

"FUND ADVISER" shall mean, in respect of an INDEX COMPONENT, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser) for such INDEX COMPONENT.

"FUND ALLEGATION EVENT" shall have the meaning as defined in Section 4.5



"FUND ASSET UNDER MANAGEMENT" shall mean the total market value of assets that the INDEX COMPONENT manages on behalf of investors.

"FUND CURRENCY CHANGE EVENT" shall have the meaning as defined in Section 4.5

"FUND DISRUPTION EVENT" shall have the meaning as defined in Section 4.5.

"FUND DOCUMENTS" shall mean, in respect of any INDEX COMPONENT, the constitutive and governing documents, subscription agreements, other agreements and offering documents however described of the related INDEX COMPONENT (including any prospectus and any offering memorandum), specifying the terms and conditions relating to such INDEX COMPONENT.

"FUND INSOLVENCY" shall have the meaning as defined in Section 4.5.

"FUND INSOLVENCY EVENT" shall have the meaning as defined in Section 4.5.

"FUND LITIGATION EVENT" shall have the meaning as defined in Section 4.5.

"FUND MODIFICATION EVENT" shall have the meaning as defined in Section 4.5.

"FUND NAV EVENT" shall have the meaning as defined in Section 4.5.

"FUND SERVICE PROVIDER" shall mean, in respect of an INDEX COMPONENT, any person who is appointed to provide services, directly or indirectly, for such INDEX COMPONENT, including any administrator, custodian, depositary, domiciliary agent, FUND ADMINISTRATOR, FUND ADVISER, management company, operator, prime broker, registrar, transfer agent and trustee.

"FUND SERVICE PROVIDER CESSATION EVENT " shall have the meaning as defined in Section 4.5.

"FUND SETTLEMENT DISRUPTION EVENT " shall have the meaning as defined in Section 4.5.

"FUND TRADING DISRUPTION" shall have the meaning as defined in Section 4.5.

"FUND VALUATION DISRUPTION" shall have the meaning as defined in Section 4.5.

"HYPOTHETICAL INVESTOR" in relation to FUND SHARES is a hypothetical investor in the fund shares who (i) has the legal form of a corporation domiciled in Germany and is a credit institution that has a license pursuant to Section 32 of the German Banking Act (KWG), and (ii) who is believed to have the rights and obligations of an investor in the Fund's shares on the relevant index CALCULATION DAY as in the FUND DOCUMENTS and (iii) who is believed to have the ability to subscribe for and redeem fund shares of such an investor on the relevant index CALCULATION DAY.

"INCORRECT CALCULATION, MISREPRESENTATION EVENT" shall have the meaning as defined in Section 4.5

"INCREASED COST OF TRADING" shall have the meaning as defined in Section 4.5.

"MERGER OR SIMILAR EVENT" shall have the meaning as defined in Section 4.5.

"REGULATORY ACTION EVENT" shall have the meaning as defined in Section 4.5.

"RELATED AGREEMENT TERMINATION EVENT " shall have the meaning as defined in Section 4.5.



"REPORTING DISRUPTION EVENT" shall have the meaning as defined in Section 4.5.

"STRATEGY BREACH EVENT" shall have the meaning as defined in Section 4.5.

"SUPERVISION EVENT" shall have the meaning as defined in Section 4.5.

"NATIONALIZATION EVENT" shall have the meaning as defined in Section 4.5.

CONTACT

Solactive AG
German Index Engineering

Platz der Einheit 1
60327 Frankfurt am Main
Germany

Tel.: +49 (0) 69 719 160 00

Fax: +49 (0) 69 719 160 25

Email: info@solactive.com

Website: www.solactive.com

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