

## INDEX RULE BOOK

<b>Index:</b>	CYRRUS Cybersecurity CZK Index
<b>Index Sponsor:</b>	Cyrrus a.s.
<b>Index Calculation Agent:</b>	Leonteq Securities AG
<b>Version ID:</b>	TWUSB
<b>Date:</b>	26.04.2018

**Subject to internal risk and compliance approval!**

**Content**

Content.....	2
1. Disclaimer .....	3
2. Index Description .....	4
3. Index Summary.....	5
4. Definitions .....	6
5. Index Universe .....	9
5.1. SIX Swiss Exchange Listing Rules .....	9
5.2. Additional Requirements .....	10
6. Index Guidelines .....	11
7. Index Calculation .....	12
8. Index Adjustments .....	13
8.1. Adjustments due to Rebalancings by the Index Sponsor .....	13
8.2. Adjustments due to Distributions/Redemptions.....	13
8.3. Adjustments due to a Substitution Event.....	13
8.4. Adjustments due to a Non-Compliance Event.....	14
8.5. Adjustments due to Corporate Actions.....	15
9. General Rules.....	15
9.1. Consequences of a Force Majeure Event .....	15
9.2. Consequences of a Non-Compliance Event .....	15
9.3. Consequences of a Disruption Event.....	15
9.4. Data Correction Policy .....	16
9.5. Change in Methodology .....	16
9.6. Index Calculation.....	16
9.7. Index Calculation Agent Determinations .....	16
9.8. Adjustments relating to the Index Name and Publication of Index Values .....	17

## 1. Disclaimer

This Index Rule Book is published by Leonteq Securities AG ("LTQ"). LTQ owns all rights, including copyrights, in the selection and arrangement of the content of this document. No copying of any part of this document is permitted without the prior written consent of LTQ. No use of the name "CYRRUS Cybersecurity CZK Index" ("Index") or any derivative thereof is permitted on any marketing materials or in, or in connection with, any product, without the prior written consent of LTQ.

LTQ does not undertake to advise on changes in the information contained in this document. This document has been prepared solely for informational purposes based upon information from independent third party sources, and no representation is made with respect to the accuracy or completeness of this document, whose content may change without notice. LTQ disclaims any and all liability relating to these materials and makes no express or implied representations or warranties concerning the statements made in these materials or omissions from these materials.

No portion of this document may be reproduced in any format or by any means including electronically or mechanically, by photocopying, recording or by any information storage or retrieval system, or by any other form or manner whatsoever, without the prior consent of LTQ. LTQ does not guarantee the accuracy and/or completeness of the Index described in this document, any data included therein, or any data on which it is based, and LTQ shall have no liability for any errors, omissions, or interruptions therein.

LTQ makes no warranty, expressed or implied, as to results that may be obtained from the use of the Index described in this document. LTQ makes no express or implied warranties, and expressly disclaims all warranties as regards merchantability or fitness of the Index for a particular purpose or use of the Index described in this document or any data included therein. Without limiting any of the foregoing, in no event shall LTQ have any liability for (a) any special, punitive, indirect, or consequential damages; or (b) any lost profits, lost revenue, loss of anticipated savings or loss of opportunity or other financial loss, even if notified of the possibility of such damages. Unless otherwise indicated, LTQ does not sponsor, endorse, sell, or promote any investment that is offered by third parties and that seeks to provide an investment return based on the returns of the Index described in this document. A decision to invest in any such investment should not be made in reliance on any of the statements set forth in this document.

**Neither this document nor any set of procedures are capable of foreseeing all possible circumstances that may occur in respect of the Index and the methodology used by the Index Calculation Agent for calculating the Index. The Index Calculation Agent will resolve questions of construction regarding the application of the provisions of this document, including determinations to be made in the event of an extraordinary circumstance, in its sole and absolute discretion (excluding adjustments and substitutions made by the Index Calculation Agent in accordance with this Index Rule Book).**

Prospective investors are advised to make an investment only after carefully considering the risks associated with investing in the Index and to seek their own independent investment advice.

## 2. Index Description

The CYRRUS Cybersecurity CZK Index is an actively managed index which is discretionarily managed by the Index Sponsor and calculated by the Index Calculation Agent. The components of the Index (each a “**Component**”) are rebalanced on a regular basis.

The Index represents a hypothetical portfolio. There is no obligation on the Index Calculation Agent to purchase and/or hold any Components of the Index and there is no actual portfolio of assets to which any person is entitled or in which any person has any ownership interest. The Index is merely comprised of Components, the performance of which will be used as a reference point for the purposes of calculating the value of the Index. References to any rebalancing of the Index or addition, adjustment, substitution, replacement or removal of Components should not be construed as imposing an obligation on the Index Calculation Agent or any person actually to acquire or dispose of any securities, investments, assets or other property but are references to the change in, and relate solely to the calculation of the value of the Index.

### *Objective*

The investment objective of the Index is to achieve positive net performance each year by regularly changing its Components. The Index invests in stocks and certificates related to Cybersecurity industry. Its Components are selected according to the following criteria: market cap over USD 500m equivalent; geographical markets: listed or incorporated in Europe, USA, China; applicable both for single stocks and underlings of certificates. The Components are weighted as follows: No Component will exceed 50% of the Index except Cash.

### *Universe*

The Index universe consists of eligible components and may include Shares, Derivative Investment Products, FX Forward, Cash Instruments, as described in more detail in Section 5.

### *Restrictions*

A maximum of 25 Components is allowed in the Index.

The Index Sponsor may make an amendment to the Index Composition by adding, removing, or replacing Components within the Index subject to the Index Guidelines set out in Section 6.

**The investor must be aware that the Index is managed by the Index Sponsor subject to the Index Guidelines set out herein. The Index Sponsor is responsible for monitoring compliance with the Index Guidelines.**

**The Index Calculation Agent reserves the right to intervene in case of the Index Sponsor's non-compliance with the Index Guidelines.**

**The Index Calculation Agent does not take any responsibility for the success of the Index.**

### 3. Index Summary

<b>Index Name</b>	CYRRUS Cybersecurity CZK Index
<b>Index Universe</b>	Shares, Derivative Investment Products, FX Forward, Cash Instruments, as defined in more detail in Section 5.
<b>Index Guidelines</b>	Compliance with Index objective, Eligible Components as defined in Section 5, Maximum Number of Components: 25, Maximum of 50 Rebalancings per year, as defined in more detail in Section 6.
<b>Launch Date</b>	26.04.2018
<b>Termination Date</b>	Open-End, and at the discretion of the Index Calculation Agent
<b>Bloomberg Ticker</b>	not applicable
<b>Index Currency</b>	CZK
<b>Initial Value (Index Value<sub>0</sub>)</b>	1'000.00
<b>Index Sponsor</b>	Cyrrus a.s. Veveří 111 (PLATINIUM), 616 00 Brno, Czech Republic
<b>Index Calculation Agent</b>	Leonteq Securities AG Europaallee 39, 8004 Zurich, Switzerland
<b>Rebalancing</b>	The Index Sponsor may from time to time rebalance the Index, as further defined in Section 1.
<b>Distributions</b>	Any Distributions with respect to a Component will lead to an adjustment of the Index as further described in Section 8.2.
<b>Transaction Fee</b>	A fee is levied for each adjustment made in the Index. The Transaction Fee represents a percentage of the notional volume of each of the hypothetical transactions in the Components and equals 0.10%.  For the avoidance of doubt, market charges, such as e.g. stamp duty or execution costs of a hypothetical hedging entity would incur as determined by the Index Calculation Agent in its sole discretion, will always be charged <b>in addition</b> to the Transaction Fee.
<b>Other Fees</b>	Additional fees may be charged on individual Components and as outlined in the product documentation of the respective Component.

#### 4. Definitions

For the purpose of this Index Rule Book:

<b>Adjustment Day</b>	As defined in Section 1.
<b>Affected Component</b>	As defined in Section 8.3.
<b>Bond</b>	A debt security that is issued by a third-party issuer. The definition of “Bond” includes, among others, government bonds, corporate bonds, notes and emerging market bonds.
<b>Cash Instrument</b>	A notional non-interest bearing cash facility with a nominal value of 1.00 and denominated in one of the major freely convertible currencies.
<b>Cessation of Trading</b>	Shall occur in respect of the Index if the Index Calculation Agent determines that any of Components of the Index has ceased (or will cease) to be liquid, traded, calculated and/or publicly quoted for any reason in a manner acceptable to the Index Calculation Agent.
<b>Change in Law/Tax Event</b>	Means that on or after the Launch Date, (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation of any applicable law or regulation (including any action taken by a taxing authority) by any court, tribunal or regulatory authority with competent jurisdiction, the Index Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of any of the Component(s) (or parts hereof).
<b>Component</b>	As defined in Section 2 and Section 5.
<b>Derivative Investment Product</b>	<p>A structured product payoff or index. Derivative Investment Products can be of the following types:</p> <p><b>Type A (Unsecuritised Payoff)</b></p> <p>The structured product payoff or index only serves as a reference point for the purposes of calculating the value of the Index without referencing a particular issuer.</p> <p><b>Type B (Issued by Leonteq Securities AG)</b></p> <p>A Derivative Investment Product issued by Leonteq Securities AG or any of its subsidiaries or branches.</p> <p><b>Type C (Third Party Issuer)</b></p> <p>A Derivative Investment Product issued by any Issuer other than Leonteq Securites AG.</p>
<b>Disruption Day</b>	Shall occur in respect of an Index Business Day if the Index Calculation Agent determines that a Disruption Event occurred.
<b>Disruption Event</b>	Means a Change in Law/Tax Event, Cessation of Trading, a Force Majeure Event that lasts for at least 10 consecutive Index Business Days, a Market Disruption Event, or any other event that would make impossible or infeasible, technically or otherwise, to calculate, compute, compile, hedge and/or maintain the Index or that would make the Index non-representative in respect of market prices, or that undermines the objectives of Index, each as determined by the Index Calculation Agent.
<b>Distribution</b>	As defined in Section 8.2.
<b>Force Majeure Event</b>	Means, in respect of the Index, an event or circumstance (including, without limitation, a systems failure, natural or man-made disaster, act of God, armed conflict, act of terrorism, riot or labour disruption or any

	similar intervening circumstance) that is beyond the reasonable control of the Index Calculation Agent and that, as determined by the Index Calculation Agent, affects the Index.
<b>Future</b>	Standardized financial contract listed on a recognized stock exchange (e.g. members of the World Federation of Exchanges (WFE) or Federation of European Securities Exchanges (FESE)).
<b>FX Forward</b>	Financial contract between two parties to buy or to sell a foreign exchange rate at a specified future time at a pre-agreed price.
<b>Index</b>	As defined in the Disclaimer section.
<b>Index Business Day</b>	Any calendar day on which banks are open for business in Zurich.
<b>Index Calculation Agent</b>	As defined in Section 3.
<b>Index Currency</b>	As defined in Section 3.
<b>Index Guidelines</b>	As defined in Section 6.
<b>Index Sponsor</b>	As defined in Section 3.
<b>Index Value</b>	Means, with respect to each Index Business Day of the Index, the value of the Index as determined by the Index Calculation Agent in accordance with Section 7.
<b>Initial Value</b>	As defined in Section 3.
<b>LTQ</b>	Leonteq Securities AG
<b>Market Disruption Event</b>	<p>Means, with respect to a Component considered for any of the calculations in this document, the occurrence of one or more of the following events, as determined by the Index Calculation Agent:</p> <ul style="list-style-type: none"> <li>(a) the applicable exchange or other price source is not open for trading; or</li> <li>(b) a failure by the applicable exchange or other price source to announce or publish the closing price for the Component; or</li> <li>(c) a material limitation, suspension, or disruption of trading in the Component; or</li> <li>(d) any other event that, may materially interfere with the ability of participants on the applicable exchange or otherwise to acquire, establish, re-establish, substitute, maintain, unwind or dispose of positions in any Component; or</li> <li>(e) the Index Calculation Agent deems that the costs required to calculate, compute, compile, hedge and/or maintain the Index have materially increased since the Launch Date.</li> </ul>
<b>Non-Compliance Event</b>	As defined in Section 8.4.
<b>Rebalancing</b>	As defined in Section 8.1.
<b>Redemption</b>	As defined in Section 8.2.
<b>Rounding Convention</b>	Numbers are rounded down to seven (7.0) decimals.
<b>Share(s)</b>	Equity instruments issued by corporations and including Genussscheine, participation certificates and profit-sharing certificates and GDRs, ADRs representing such instruments.
<b>Substitution Event</b>	As defined in Section 8.3.
<b>Transaction Fee</b>	As defined in Section 3.

**Option(s)**

Means an exchange traded derivative contract listed on a recognized stock exchange (e.g. members of the World Federation of Exchanges (WFE) or Federation of European Securities Exchanges (FESE)).



## 5. Index Universe

The Index Sponsor determines the composition of the Index based on the universe of financial instruments of the elected Categories as shown in the table below (“x” in the columns in the table below means “applicable”). If the columns “SIX Swiss Exchange Listing Rules” and/or “Additional Requirements” for the elected Category are set to “applicable”, this shall mean that the elected financial instruments need to satisfy the conditions as set out in Sections 5.1 and/or 5.2 respectively as of the Adjustment Date, in order to be an eligible Component.

An (included) eligible Component remains an eligible Component also in case a criterion is no longer satisfied after the Adjustment Date.

Reference is also made to Section 4 wherein the respective financial instruments are defined.

Category	Eligible	SIX Swiss Exchange Listing Rules	Additional Requirements
Share	x		x
Bond			
Derivative Investment Product			
<i>Type A (Unsecuritised Payoff)</i>		n/a	
<i>Type B (Issued by Leonteq Securities AG)</i>	x		x
<i>Type C (Third Party Issuer)</i>			
Future			
Option			
FX Forward	x	n/a	x
Cash Instrument	x		

The Index Calculation Agent may adjust the above table from time to time.

**The Index Calculation Agent may decline a Component as eligible for certain reasons including (but not limited to): tradability, liquidity, taxation, regulatory and/or legal considerations.**

### 5.1. SIX Swiss Exchange Listing Rules

In order to satisfy SIX Swiss Exchange Ltd. (or any successor thereof) Listing Rules, a financial instrument must

- a) have a price that is set regularly, and
- b) have a price that is publicly accessible, and
- c) for “**Share**”, “**Bond**”, (if applicable): be listed or admitted to trading on SIX Swiss Exchange (or any successor thereof) or on a foreign securities exchange with equivalent regulation (e.g. which hold full membership of the Federation of European Securities Exchanges (FESE) or the World Federation of Exchanges (WFE)), or
- d) for “**Derivative Investment Products**” (if applicable): be listed or admitted to trading on SIX Swiss Exchange (or any successor thereof), or
- e) for “**Future**” and “**Option**” (if applicable): be traded on a regulated futures market such as Eurex or the Chicago Mercantile Exchange (CME). Other exchanges with equivalent regulation may be recognized upon application.

More detailed information on SIX Swiss Exchange Listing Rules can be found under [www.six-exchange-regulation.com](http://www.six-exchange-regulation.com).

**5.2. Additional Requirements**

The following additional requirement(s) apply to the above selected Categories:

Category	Additional Requirement(s)
Share, Derivative Investment Product Type B, FX Forward	No Component will exceed 50% of the Index value.

## 6. Index Guidelines

The Index Sponsor manages the Index composition subject to and in compliance with the rules set out below (“x” in the last column in the table below means “applicable”).

**The Index Sponsor has a significant scope of discretion in terms of the Index’s composition and is responsible for the composition of the Index and is responsible for monitoring compliance with the Index Guidelines.**

**The Index Calculation Agent reserves the right to intervene in case of the Index Sponsor’s non-compliance with the Index Guidelines.**

Rule	Description	Applicable
<b>Compliance with Index objective</b>	The Index Sponsor manages the Index in accordance with the Index objective set out in Section 2.	x
<b>Eligible Components</b>	The Index may only be comprised of eligible Components (defined in Section 5).	x
<b>Positive Units<sub>i,t</sub></b>	Exposure to all Components must be positive i.e. the exposure of the Index to a Component must be equal to or greater than zero.	
<b>Maximum Number of Components</b>	At any time the Index may contain a maximum of 25 Components (whereas Cash Instruments do not count towards the number of Components), however no minimum diversification rules shall apply. Thus the Index may comprise one single Component and may be fully allocated to a Cash Instrument.	x
<b>Maximum Rebalancings</b>	A maximum of 50 Rebalancings per year (starting from the Launch Date) is permitted. Each Rebalancing may contain multiple instructions. The Index Calculation Agent may adjust the maximum number of Rebalancings from time to time in its sole and absolute discretion. Adjustments due to Distributions as well as substitutions in case of a Substitution Event shall not be deemed to be Rebalancings (but adjustments by the Index Calculation Agent due to a Non-Compliance Event shall be deemed to be Rebalancings).	x
<b>WHT Rule</b>	At no time the Index may have an Exposure of more than 50% to Interest Bearing Instruments. For the purpose of this section, “ <b>Exposure</b> ” on any Index Business Day t is measured as the ratio of (a) the sum of all mark-to-market values attributable to Interest Bearing Instruments (converted into the Index Currency, if applicable), and (b) Index Value <sub>t</sub> . “ <b>Interest Bearing Instruments</b> ” shall mean any Cash Instrument, Bond or Derivative Investment Products with fixed income character and as determined by the Index Calculation Agent.	

## 7. Index Calculation

On each Index Business Day the Index Calculation Agent will calculate the Index Value as outlined below.

$$\text{Index Value}_t = \sum_{i=1}^N \text{Units}_{i,t} \times \text{Value}_{i,t} \times \text{FX}_{i,t}$$

Where

Index Value<sub>t</sub> Means the Index Value on Index Business Day t.

Units<sub>i,t</sub> Means the units of Component i on Index Business Day t.

Value<sub>i,t</sub> Means an observed market value, price or level (including market premium in case of Options or mark-to-market value in case of Futures) of one Unit<sub>i,t</sub> of Component i as of the Index Business Day t and as reasonably defined by the Index Calculation Agent in a commercially reasonable manner.

If a value, price or level is not available for a Component, the last available value, price or level established by the Index Calculation Agent will be taken into consideration. The Index Calculation Agent may make adjustments to the last value, price or level in a commercially reasonable manner. Those adjustments may result in a value, price or level equal to zero.

FX<sub>i,t</sub> Means the prevailing exchange rate on the Index Business Day t as reasonably determined by the Index Calculation Agent. The exchange rate is expressed as one unit of currency of Component i exchanged into the Index Currency (if both currencies are identical then FX<sub>i,t</sub> is equal to 1.0).

N Means the number of Components included in the Index on Index Business Day t.

## 8. Index Adjustments

The Index Calculation Agent will make an adjustment to the Index in a commercially reasonable manner on the respective Index Business Day (each an “**Adjustment Day**”) – taking into account observed market value, price or level (including market premium in case of Options or mark-to-market value in case of Futures), the Transaction Fee (if applicable) and market charges, such as e.g. stamp duty or execution costs a hypothetical hedging entity would incur as determined by the Index Calculation Agent in its own discretion – and as soon as practically possible during the trading hours of the respective Component.

If the Index Calculation Agent determines that an Adjustment Day is a Disruption Day, the Index Calculation Agent may postpone any adjustment (in part or in whole) to the next Index Business Day which is not a Disruption Day. Any adjustment to the Index is done in accordance with the Rounding Convention.

### 8.1. Adjustments due to Rebalancings by the Index Sponsor

The Index Sponsor may request a change to the composition of the Index and its Components compliant with the Index Guidelines (“**Rebalancing**”) by sending a rebalancing request to the Index Calculation Agent in a form separately agreed between the Index Sponsor and the Index Calculation Agent (“**Rebalancing Request**”). However neither the Index Sponsor nor the Index Calculation Agent shall bear any responsibility, if and to the extent the Index Calculation Agent rejects any proposed changes to the composition of the Index made by the Index Sponsor in its Rebalancing Request.

**The Index Calculation Agent may decline - within no later than one Index Business Day(s) after receipt of such Rebalancing Request sent by the Index Sponsor - to implement a requested Rebalancing for the following reasons: non-compliance with the Index Guidelines and/or the Index Universe as well as for tradability, liquidity, taxation, regulatory and/or legal considerations.**

### 8.2. Adjustments due to Distributions/Redemptions

In case of distributions such as coupon payments, distributions, dividends, return on capital etc. in respect of a Component (each a “**Distribution**”) or the redemption of a Component (each a “**Redemption**”), the Index Calculation Agent will automatically make an adjustment to the Index by increasing a Cash Instrument of the Index in the respective amount.

Any Distribution/Redemption will be (a) net of any fees or taxes levied onto a hypothetical hedging entity for Components where  $Units_{i,t}$  is positive, and (b) gross of any fees or taxes levied onto a hypothetical hedging entity for Components where  $Units_{i,t}$  is negative and as determined by the Index Calculation Agent in its sole discretion.

In case a Distribution/Redemption is denominated in a restricted or non-deliverable foreign currency or no Cash Instrument denominated in the currency of the Distribution/Redemption is available within the Index, the Index Calculation Agent will automatically convert the Distribution/Redemption into the Index Currency at its reasonable discretion (and if required may add a Cash Instrument denominated in the Index Currency to the Index).

### 8.3. Adjustments due to a Substitution Event

Upon the occurrence of a Substitution Event as determined by the Index Calculation Agent in respect of a Component (the “**Affected Component**”) and in the event the Index Sponsor fails to provide advice with respect to the Affected Component (including in case the Index Calculation Agent declines to implement a Rebalancing requested by the Index Sponsor pursuant to Section 8.1), the Index Calculation Agent will exclude the Affected Component and adjust a Cash Instrument to reflect such exclusion or in case the Affected Component is denominated in a restricted or non-deliverable foreign currency or no Cash Instrument denominated in the currency of the Affected Component is available within the Index, the Index Calculation Agent will automatically convert any relevant amounts into the Index Currency (and, if required, may add a Cash Instrument denominated in the Index Currency to the Index). Any such adjustments by the Index Calculation Agent will be done in its reasonable discretion.

Further, the Index Calculation Agent may deduct any hedging costs a hypothetical hedging entity may or is likely to incur.

The Cash Instrument shall replace the relevant Affected Component on a date selected by the Index Calculation Agent, and the Index Calculation Agent shall make any corresponding adjustment(s) that it determines, acting in a commercially reasonable manner, to be appropriate to any variable, calculation or valuation methodology to account for such replacement.

A “**Substitution Event**” shall include the following events as determined by the Index Calculation Agent:

- a) Transactions in the Component would result in a subscription fee in respect of a subscription of units or shares of such Component or any redemption fee incurred in respect of redemption of units or shares of such Component in relation to actual hedging activities; or
- b) The frequency of subscriptions for and/or redemptions of a Component has decreased compared to the frequency as on the Launch Date or the relevant date it was included in the Index; or
- c) The manager/issuer/market maker/stock exchange or otherwise of a Component repeatedly fails for reasons other than of technical or operational nature to calculate and/or publish, as scheduled, prices of the Component and the reason for such failure is a consequence of or, in the determination of the Index Calculation Agent, a material indication of any decision to liquidate or dissolve such Component; or
- d) The Index Calculation Agent determine in good faith that it has become illegal to hold, acquire or dispose of such Component (or parts thereof); or
- e) The activities of such Component or its manager/issuer (or otherwise) are placed under review by any governmental, legal or regulatory entity for reasons of wrongdoing, breach of any rule or regulation or other similar reason; or
- f) There is any change in the regulatory or tax treatment applicable with respect to such Component which could have an adverse economic impact for the Index Calculation Agent, its affiliates or any hypothetical hedging entity as a hypothetical holder of an actual interest in such Component; or
- g) Any suspension, mandatory redemption, limitation or restriction including but not limited to the imposition of a minimum notice period for redemption of or subscription for units/shares in the Component, limitation imposed on trading (including the payment of any redemption amount) of such Component (by reason of liquidity restrictions or otherwise) if, in any such case, such suspension or limitation is material; or
- h) Any hypothetical holder of an actual interest in a Component would be obliged (whether by a governmental, legal or regulatory entity or otherwise) to redeem all or some of the units/shares of such Component; or
- i) An event, which results in a Component becoming illiquid; or
- j) The currency of the Component is restricted or becomes a non-deliverable currency; or
- k) Any corporate event such as (but not limited to) merger, takeover, nationalisation, privatisation or credit events (e.g. bankruptcy or insolvency, restructuring) affecting a Component.

#### 8.4. Adjustments due to a Non-Compliance Event

Upon the detection of a non-compliance with Index Guidelines by the Index Sponsor and as determined by the Index Calculation Agent in its sole discretion (the “**Non-Compliance Event**”) and the Index Sponsor fails to provide advice with respect to a Non-Compliance Event, the Index Calculation Agent reserves the right to adjust the Index composition in its sole discretion in order to restore compliance with the Index Guidelines as far as possible and in a commercially reasonable manner.

Further, the Index Calculation Agent may deduct any hedging costs a hypothetical hedging entity may or is likely to incur.

The Index Sponsor, but not the Index Calculation Agent, shall bear full responsibility for any adjustment made by the Index Calculation Agent due to a Non-Compliance Event.

## **8.5. Adjustments due to Corporate Actions**

Following the announcement of a corporate action with respect to a Component - other than Distributions/Redemptions - the Index Calculation Agent will determine whether such corporate action has an effect on the calculation of the Index Value. In this case the Index Calculation Agent shall make the necessary adjustments to the affected Component or the calculation of the Index Value in its sole and absolute discretion. Among other things the Index Calculation Agent can take into account the adjustments made by an affiliated exchange as a result of the corporate action with regard to option and/or futures contracts on the respective Component traded on this affiliated exchange.

## **9. General Rules**

### **9.1. Consequences of a Force Majeure Event**

If, on any Index Business Day a Force Majeure Event occurs that affects the Index and in the event the Index Sponsor fails to provide advice with respect to a Force Majeure Event, the Index Calculation Agent may:

1. make, in its sole discretion, such determinations and/or adjustments in relation to (a) the methodology used to calculate the Index as it deems necessary in order to maintain the objectives of the Index, or (b) the Index Values of the Index as the Index Calculation Agent considers appropriate; and/or
2. substitute one or more Components (Substitution Event); and/or
3. defer publication of the Index Values of the Index and any other information relating to the Index until it determines, that no Force Majeure Event is occurring.

The Index Calculation Agent shall make any determinations and/or adjustments in a commercially reasonable manner.

### **9.2. Consequences of a Non-Compliance Event**

If, on any Index Business Day a Non-Compliance Event occurs that affects the Index and in the event the Index Sponsor fails to provide advice with respect to a Non-Compliance Event within one Index Business Day, the Index Calculation Agent may at his discretion:

1. make, in its sole discretion, such determinations and/or adjustments in relation to the Index in order to restore compliance with the Index Guidelines; and/or
2. discontinue supporting the Index or terminate the calculation of the Index Values of the Index and the publication of the Index Values of the Index.

The Index Calculation Agent shall make any determinations and/or adjustments in a commercially reasonable manner.

### **9.3. Consequences of a Disruption Event**

If, on any Index Business Day, a Disruption Event occurs that affects the Index and in the event the Index Sponsor fails to provide advice with respect to the Disruption Event, the Index Calculation Agent may:

1. make, in its reasonable discretion, such determinations and/or adjustments in relation to (a) the methodology used to calculate the Index as it deems it necessary in order to maintain the objectives of the Index, or (b) the Index Values of the Index as the Index Calculation Agent considers appropriate; and/or
2. defer publication of the Index Values of the Index and any other information relating to the Index until it determines, that no Disruption Event is occurring; and/or
3. defer or suspend publication of the Index at any time; and/or

4. discontinue supporting the Index or terminate the calculation of the Index Values of the Index and the publication of the Index Values of the Index.

The Index Calculation Agent shall make any determinations and/or adjustments in a commercially reasonable manner.

#### **9.4. Data Correction Policy**

Corrections will be made for incorrect prices and incorrect or missing corporate actions immediately after detection. Incorrect Index Values will be fixed retroactively.

#### **9.5. Change in Methodology**

The Index Calculation Agent shall employ the methodology described herein. The Index Calculation Agent reserves the right, in its sole discretion, to make from time to time in a commercially reasonable manner such modifications to the methodology of the Index (including the information or inputs on which the Index is based), and consequently to the Index as it deems necessary to account for reasons including (but not limited to): tradability, liquidity, taxation, regulatory and/or legal considerations.

The Index Calculation Agent assumes no obligation to implement any modification or change to the methodology set out herein as a result of any market, regulatory, juridical, financial, fiscal or other circumstances (including, but not limited to, any changes to or any suspension or termination of or any other events affecting the Index or any Component). Where the Index Calculation Agent elects to make a modification of or change in the methodology, the Index Calculation Agent will make reasonable efforts to ensure that such modifications or changes will result in a methodology that is consistent with the methodology described herein.

#### **9.6. Index Calculation**

The Index Calculation Agent may at any time, terminate the calculation of the Index Values of the Index and the publication of the Index Values of the Index in case of:

- (a) any events concerning tradability and liquidity of any of the Components;
- (b) the adoption of or any change in applicable law or regulation (including, without limitation, any tax law) affecting the Index Calculation Agent or any affiliate thereof; or
- (c) the promulgation of or any change in the interpretation of any applicable law or regulation (including action taken by a taxing authority) by any court, tribunal or regulatory authority with competent jurisdiction which, in the determination of the Index Calculation Agent (in its sole discretion), would (i) make it illegal for the Index Calculation Agent or any affiliate thereof to perform its duties or (ii) cause materially increased costs to calculate, compute, compile, hedge and/or maintain the Index;
- (d) the Index Sponsor is terminating any Index Sponsor agreement with the Index Calculation Agent;
- (e) in other circumstances similar to lit. a) to lit. d).

The Index Calculation Agent notifies the Index Sponsor about any termination of the calculation of the Index Values of the Index or the publication of the Index Values of the Index as soon as reasonable possible via email.

#### **9.7. Index Calculation Agent Determinations**

Determinations made by the Index Calculation Agent in its sole discretion according to this Index Rule Book will be made in a commercially reasonable manner by reference to such factors as the Index Calculation Agent deems appropriate and will be final, conclusive and binding in the absence of manifest error.

The Index Calculation Agent reserves the right to make adjustments (also retrospective) to correct errors contained in previously published information and to publish the corrected information, including but not limited to, any Index Value of the Index, but is under no obligation to do so and shall have no liability in respect of any errors or emissions contained in any subsequent publication. Notwithstanding the above, the Index Calculation Agent shall not adjust or correct any previously published Index Value other than in cases of manifest error.



**9.8. Adjustments relating to the Index Name and Publication of Index Values**

The Index Calculation Agent may, at any time, change with respect to the Index, the name of the Index, the place and time of the publication of the Index Values of the Index, and the frequency of the publication of the Index Values of the Index. The Index Calculation Agent informs the Index Sponsor about the change with respect to the Index, the name of the Index, the place and time of the publication of the Index Values of the Index or the frequency of the publication of the Index Values of the Index as soon as reasonable possible via email.