

## Description of the Climate Action Strategy Index

Date: 31 March 2020

The following Index Description outlines the key data for the Climate Action Strategy Index. This Index Description may be changed or modified from time to time in the future.

The Climate Action Strategy Index (WKN A2GHGN / ISIN DE000A2GHGN6) (the "**Index**") is an index created and designed by UniCredit Bank AG, Munich (the "**Index Sponsor**") that is compiled, calculated and published pursuant to the rules specified in this document (the "**Index Description**").

### Section A. - Definitions

"**Auditor**" means Deloitte Audit Wirtschaftsprüfungs GmbH, Vienna and/or any other auditing firm appointed by the Management Company to audit the Reference Fund and its annual financial statements.

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) is open.

"**Custodian Bank**" means UniCredit Bank Austria AG, Vienna and/or any other company appointed by the Management Company to perform depository, accounting, settlement or similar services for the Reference Fund.

"**Dynamic Allocation**" means the allocation defined in *Section C. - II. Dynamic Allocation Rules* of this Index Description.

"**Fund Documents**" means, in each case if available and in the respective valid version, the annual report and the half-yearly report, the prospectus, the fund rules (*Anlagebedingungen*), the key investor information document and all other documents of the Reference Fund which specify the terms and conditions of the Reference Fund and the Fund Shares. The Fund Documents, in the respective valid version, are available on the website [www.amundi.at](http://www.amundi.at) (or any successor site).

"**Fund Event**" means any event defined as a Fund Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

"**Fund Management**" means the persons responsible for portfolio management and/or risk management of the Reference Fund.

"**Fund Service Providers**" are the Auditor, the Investment Adviser, the Custodian Bank and the Management Company.

"**Fund Share**" and "**Fund Shares**" respectively means a unit or share and units or shares respectively of the Reference Fund of the share class T (C) (WKN A2PNUY / ISIN AT0000A28YU4 / Bloomberg AMPCAT AV Equity).

"**Hedging Party**" means the Index Sponsor (as of the Index Start Date). The Index Sponsor is entitled at any time to appoint another person or company to act as Hedging Party (the "**Successor Hedging Party**"). The appointment of a Successor Hedging Party will be published in accordance with *Section E. - II. Publication* of this Index Description. Each reference to the Hedging Party in this Index Description shall be deemed, depending on the context, to refer to the Successor Hedging Party.

"**Hedging Transactions**" means one or more trades, transactions or investments (especially securities (including Fund Shares), options, futures, derivatives and foreign currency transactions, repos or securities lending transactions or other instruments or measures) which are required for an Issuer and/or a Hedging Party to hedge price risks or other risks on a stand-alone or portfolio basis arising from obligations with regard to the Index or with regard to financial instruments linked to the Index (i.e. financial instruments whose payments are linked to the performance of the Index). The Index Sponsor will determine in its reasonable discretion (§ 315 of the German Civil Code (*Bürgerliches Gesetzbuch*; "**BGB**")) whether any such Hedging Transactions are required.

"**Hypothetical Investor**" means, in relation to any Fund Shares, a hypothetical investor holding such Fund Shares which (i) has the legal form of a company incorporated in Germany and is a credit institution licensed under § 32 of the German Banking Act (*Kreditwesengesetz*, KWG) and (ii) is deemed, with respect to the rights and obligations, to have the position of an investor in Fund Shares on the relevant Index Valuation Date, as determined in the Fund Documents, and (iii) is deemed to have the possibilities of such an investor in relation to the subscription and redemption of Fund Shares as at the relevant Index Valuation Date.

"**Index**" means the index defined in the introduction of this Index Description.

"**Index Calculation Agent**" is the UniCredit Bank AG or any successor determined by the Index Sponsor in accordance with the provisions of this Index Description.

"**Index Components**" means the Fund Shares included in the Index at any given point in time and the Reference Index.

"**Index Concept**" is the concept defined in *Section B. - II. Index Sponsor and Index Calculation Agent* of this Index Description.

"**Index Currency**" is the Euro.

"**Index Event**" means any event defined as an Index Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

"**Index Fee**" means a rate by which the performance of the Index is reduced. The Index Fee is 2.10% per annum.

"**Index Initial Value**" means 1,000.00.

"**Index Objective**" means the objective of the Index as defined in *Section B. - I. Objective of the Index* of this Index Description.

"**Index Sponsor**" means the index sponsor as defined in the introduction of this Index Description.

"**Index Start Date**" means 4 May 2020.

"**Index Valuation Date**" means any Banking Day that is a Reference Index Calculation Date and on which the issuance and redemption of Fund Shares is actually possible as described in the Fund Documents.

"**Index Value**" means the value (expressed in Euro) of the Index on any given Index Valuation Date as calculated by the Index Calculation Agent. The Index Value is calculated by the Index Calculation Agent for the relevant Index Valuation Date in accordance with the provisions of *Section C. - I. Calculation of the Index Value* of this Index Description.

"**Index( $t_j$ )**" means the index value on the Index Valuation Date  $t_j$ .

"**Index( $t_{j-1}$ )**" means the index value on the Index Valuation Date  $t_{j-1}$ .

"**Investment Adviser**" means a person, company or institution, which in accordance with the Fund Documents is appointed as adviser regarding the investment activities of the Reference Fund. The Management Company may appoint a different person or company to act as Investment Adviser for the Reference Fund at any time.

"**Issuer**" is a company affiliated with the Index Sponsor (§ 15 of the German Stock Corporation Act (*Aktiengesetz*)) that is the issuer of financial instruments linked to the Index.

"**Management Company**" means Amundi Austria GmbH, Vienna which manages the Reference Fund.

"**Money Market Investment**" means a hypothetical investment in cash and money market instruments from the Euro currency area. The performance of this investment is reflected by the Reference Index.

"**NAV( $t_j$ )**" means the Net Asset Value of a Fund Share on Index Valuation Date  $t_j$ .

"**NAV( $t_{j-1}$ )**" means the Net Asset Value of a Fund Share on Index Valuation Date  $t_{j-1}$ .

"**NAV( $t_{j-2}$ )**" means the Net Asset Value of a Fund Share on Index Valuation Date  $t_{j-2}$ .

"**NAV( $t_{j-p-2}$ )**" means the Net Asset Value of a Fund Share on Index Valuation Date  $t_{j-p-2}$ .

"**NAV( $t_{j-p-3}$ )**" means the Net Asset Value of a Fund Share on Index Valuation Date  $t_{j-p-3}$ .

"**Net Asset Value**" means the official net asset value for a Fund Share, as published by the Management Company and at which it is actually possible to redeem Fund Shares.

"**Reference Fund**" means the fund Amundi CPR Climate Action.

"**Reference Index**" means the HVB 3 Months Rolling Euribor Index (WKN A0QZBZ / ISIN DE000A0QZBZ6 / Reuters .HVB3MRE / Bloomberg HVB3MRE Index), as determined and calculated by UniCredit Bank AG (the "**Reference Index Sponsor**").

"**Reference Index Calculation Agent**" means UniCredit Bank AG, Munich.

"**Reference Index Calculation Date**" means each day (other than a Saturday or Sunday) on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) is open.

**"Reference Index Description"** means the description of the Reference Index. The respective valid version of the Reference Index Description is published on the website [www.onemarkets.de](http://www.onemarkets.de) (or any successor site).

**"Reference Index Value"** means the value (expressed in Euro) of the Reference Index calculated by the Reference Index Calculation Agent on the basis of the method described in the Reference Index Description at any Reference Index Calculation Date.

**"Reference Portfolio"** means a hypothetical portfolio of the Hypothetical Investor which contains both Fund Shares and the Money Market Investment in variable weightings. At the Index Start Date, the Reference Portfolio has a value equal to the Index Initial Value (expressed in Euro).

**"RIV( $t_j$ )"** means the Reference Index Value on Index Valuation Date  $t_j$ .

**"RIV( $t_{j-1}$ )"** means the Reference Index Value on Index Valuation Date  $t_{j-1}$ .

**"RIV( $t_{j-p}$ )"** means the Reference Index Value on Index Valuation Date  $t_{j-p}$ .

**"RIV( $t_{j-p-1}$ )"** means the Reference Index Value on Index Valuation Date  $t_{j-p-1}$ .

**" $t_j$ "** means the  $j$ -th Index Valuation Date. The Index Start Date is labelled with  $t_0$ , previous Index Valuation Dates are labelled with negative indices and subsequent Index Valuation Dates are labelled with positive indices, resulting in ( $\dots, t_{-2}, t_{-1}, t_0, t_1, t_2, \dots$ ).

**" $t_{j-p}$ "** is the  $p$ -th Index Valuation Date prior to the Index Valuation Date  $t_j$ .

**" $t_{j-p-1}$ "** is the first Index Valuation Date prior to the Index Valuation Date  $t_{j-p}$ .

**" $t_{j-p-2}$ "** is the second Index Valuation Date prior to the Index Valuation Date  $t_{j-p}$ .

**" $t_{j-p-3}$ "** is the third Index Valuation Date prior to the Index Valuation Date  $t_{j-p}$ .

## **Section B. - General information regarding the Index**

### **I. Objective of the Index**

The objective of the Index is to participate in the performance of the Reference Fund, while aiming to control the frequency and degree of variation in the value (volatility) of the Reference Portfolio (the **"Index Objective"**).

The Index reflects the performance of the Reference Portfolio.

In order to pursue the Index Objective, the participation in the Reference Fund will be reduced partially or completely if the Reference Fund exhibits a high volatility (volatility is an indicator of the frequency and degree of variation in value), and the participation in the Money Market Investment will be increased accordingly. Vice versa, the participation in the Money Market Investment will be reduced partially or completely if the Reference Fund exhibits a low volatility, and the participation in the Reference Fund will be increased accordingly.

However, there is no guarantee that the Reference Portfolio and hence the Index will achieve the objectives described here.

### **II. Index Sponsor and Index Calculation Agent**

The Index Sponsor creates the Index by selecting the Index Components and by determining the method used to calculate and publish the Index Value (the **"Index Concept"**). The Index Sponsor will make any decisions, determinations and specifications with regard to the Index in its reasonable discretion (§ 315 BGB).

The Index Sponsor has assigned all rights and duties regarding the calculation of the Index to the Index Calculation Agent. The Index Sponsor has the right to nominate a new Index Calculation Agent at any time. In this case, any reference in this Index Description to the Index Calculation Agent shall be deemed to refer to the new index calculation agent unless the context provides otherwise.

The Index Calculation Agent may at any time seek advice from third parties with regard to its obligations described herein. The Index Calculation Agent may resign at any time, provided that, for as long as financial instruments linked to the Index are outstanding, the resignation will take effect only if (i) a successor index calculation agent is appointed by the Index Sponsor, (ii) such successor index calculation agent accepts the appointment, and (iii) the successor index calculation agent assumes the rights and duties of the Index Calculation Agent. Such replacement of the Index Calculation Agent will be published in accordance with *Section E. - II. Publication of this Index Description*.

## Section C. - Calculation of the Index

### I. Calculation of the Index Value

The Index Value ("Index( $t_j$ )") is calculated by the Index Calculation Agent for each Index Valuation Date  $t_j$  (where  $j = 1, 2, \dots$ ) after the Index Start Date in the Index Currency pursuant to the following formula:

$$\text{Index}(t_j) = \text{Index}(t_{j-1}) \times \left[ 1 - \frac{F}{360} \times \Delta(t_{j-1}, t_j) + w(t_{j-1}) \times \text{Return}_1(t_j) + (1 - w(t_{j-1})) \times \text{Return}_2(t_j) \right]$$

where the return of the Reference Fund since the previous Index Valuation Date  $t_{j-1}$  (referred to as  $\text{Return}_1(t_j)$ ) is calculated as follows:

$$\text{Return}_1(t_j) = \frac{\text{NAV}(t_j) - \text{NAV}(t_{j-1})}{\text{NAV}(t_{j-1})}$$

and the return of the Money Market Investment is calculated on the basis of the Reference Index since the previous Index Valuation Date  $t_{j-1}$  (referred to as  $\text{Return}_2(t_j)$ ) as follows:

$$\text{Return}_2(t_j) = \frac{\text{RIV}(t_j) - \text{RIV}(t_{j-1})}{\text{RIV}(t_{j-1})}$$

where

"F" is the Index Fee;

" $w(t_{j-1})$ " denotes the weighting of the Reference Fund (as defined in *Section C. - II. Dynamic Allocation Rules* below), calculated for the Index Valuation Date  $t_{j-1}$ ;

" $\Delta(t_{j-1}, t_j)$ " denotes the number of calendar days from Index Valuation Date  $t_{j-1}$  (exclusive) to Index Valuation Date  $t_j$  (inclusive).

Under normal circumstances, the Index Value at an Index Valuation Date is calculated on the following Banking Day (each an "Index Calculation Date") after the Index Calculation Agent has received the relevant Net Asset Value of the Reference Fund.

### II. Dynamic Allocation Rules

The weighting of the Index Components in the Reference Portfolio is determined on each Index Valuation Date  $t_j$  (where  $j = 0, 1, 2, \dots$ ) as follows ("Dynamic Allocation"):

Firstly, the Index Calculation Agent calculates the realised degree of variation (realised volatility) of the Reference Fund ( $\sigma_R(t_j)$ ) using the daily continuous returns of the Reference Fund over a period of twenty consecutive Index Valuation Dates and which is normalised to an annual figure for the volatility. The observed period (the "Volatility Period") commences with the 21st Index Valuation Date prior to the relevant Index Valuation Date  $t_j$  and ends with the second Index Valuation Date prior to the relevant Index Valuation Date  $t_j$ . The value of the logarithm of the change in the Net Asset Value between two consecutive Index Valuation Dates is referred to as continuous return.

The realised volatility of the Reference Fund on each Index Valuation Date  $t_j$  (where  $j = 0, 1, 2, \dots$ ) is calculated as follows:

$$\sigma_R(t_j) = \sqrt{\frac{\sum_{p=0}^{19} \left( \text{Ln} \left[ \frac{\text{NAV}(t_{j-p-2})}{\text{NAV}(t_{j-p-3})} \right] \right)^2 - \frac{1}{20} \times \left( \sum_{p=0}^{19} \text{Ln} \left[ \frac{\text{NAV}(t_{j-p-2})}{\text{NAV}(t_{j-p-3})} \right] \right)^2}{19}} \times \sqrt{252}$$

where

" $\text{Ln}[x]$ " denotes the natural logarithm of a value  $x$ .

Next, the Index Calculation Agent determines the weighting of the Reference Fund for the corresponding Index Valuation Date  $t_j$  ( $w(t_j)$ ) using the following Allocation Table and the realised volatility of the Reference Fund calculated in accordance with the formula described above. The greater the realised volatility of the Reference Fund, the lower is the weighting of the Reference Fund and vice versa.

**"Allocation Table":**

<b>Realised volatility of the Reference Fund <math>\sigma_R(t_j)</math></b>	<b>Weighting <math>w(t_j)</math></b>
$\sigma_R(t_j) < 9.00\%$	100%
$9.00\% \leq \sigma_R(t_j) < 9.40\%$	96%
$9.40\% \leq \sigma_R(t_j) < 9.90\%$	92%
$9.90\% \leq \sigma_R(t_j) < 10.40\%$	88%
$10.40\% \leq \sigma_R(t_j) < 10.90\%$	84%
$10.90\% \leq \sigma_R(t_j) < 11.50\%$	80%
$11.50\% \leq \sigma_R(t_j) < 12.20\%$	76%
$12.20\% \leq \sigma_R(t_j) < 12.90\%$	72%
$12.90\% \leq \sigma_R(t_j) < 13.70\%$	68%
$13.70\% \leq \sigma_R(t_j) < 14.60\%$	64%
$14.60\% \leq \sigma_R(t_j) < 15.70\%$	60%
$15.70\% \leq \sigma_R(t_j) < 16.90\%$	56%
$16.90\% \leq \sigma_R(t_j) < 18.20\%$	52%
$18.20\% \leq \sigma_R(t_j) < 19.80\%$	48%
$19.80\% \leq \sigma_R(t_j) < 21.70\%$	44%
$21.70\% \leq \sigma_R(t_j) < 24.00\%$	40%
$24.00\% \leq \sigma_R(t_j) < 26.80\%$	36%
$26.80\% \leq \sigma_R(t_j) < 30.30\%$	32%
$30.30\% \leq \sigma_R(t_j) < 34.70\%$	28%
$34.70\% \leq \sigma_R(t_j) < 39.00\%$	22%
$39.00\% \leq \sigma_R(t_j) < 44.00\%$	16%
$44.00\% \leq \sigma_R(t_j) < 49.00\%$	10%
$49.00\% \leq \sigma_R(t_j) < 54.00\%$	4%
$54.00\% \leq \sigma_R(t_j)$	0%

The Index Calculation Agent will take into account the possibilities of the Hypothetical Investor to subscribe or redeem Fund Shares (where appropriate taking into consideration subscription and redemption notice periods of the Reference Fund or whether the Reference Fund makes use of provisions that result in a partial execution of subscription or redemption requests) for carrying out the Dynamic Allocation. This may result in a delayed or gradual implementation of Dynamic Allocation.

The Index Calculation Agent carries out its obligations described herein on the relevant Banking Days. Where it is necessary to carry out one of the obligations described herein on a different Banking Day, the Index Calculation Agent will postpone the relevant obligation to this other Banking Day. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether this is necessary.

**Section D. - Extraordinary Adjustments and Market Disruptions**

**I. General Extraordinary Adjustments**

*Adjustments with regard to the Reference Fund*

If the Index Sponsor determines the occurrence of one or more Fund Events, then it will, if necessary, adjust the Index Concept in such a way that the economic position of the Hypothetical Investor remains unchanged to the

greatest extent possible (the "**Reference Fund Adjustment**"). The Index Sponsor will determine the type and scope of any measures required for this purpose in its reasonable discretion (§ 315 BGB).

In the context of such Reference Fund Adjustment, the Index Sponsor may specifically:

- a. replace the Reference Fund and the Fund Shares, in full or in part, with a fund and fund units or shares with commercially equivalent liquidity, distribution policy and investment strategy (the "**Successor Reference Fund**", and its units or shares the "**Successor Fund Shares**") in the amount of the liquidation proceeds of the Reference Fund that the Hypothetical Investor would have received. Such replacement will be effected within ten Banking Days of the day on which the liquidation proceeds would have been received in part or in full by the Hypothetical Investor. In this event, each reference to the Reference Fund or the Fund Shares will be deemed to refer to the Successor Reference Fund or the Successor Fund Shares, as applicable;
- b. replace the Reference Fund with an index having a commercially equivalent investment strategy (the "**Successor Index**") in the amount of the liquidation proceeds of the Reference Fund that the Hypothetical Investor would have received. Such replacement will be effected within ten Banking Days of the day on which the liquidation proceeds would have been received in part or in full by the Hypothetical Investor. In this event, each reference to the Reference Fund or the Fund Shares will be deemed to refer to the Successor Index, each reference to the Net Asset Value will be deemed to refer to the official closing price of the Successor Index, and each reference to the Management Company will be deemed to refer to the index sponsor of the Successor Index; or
- c. adjust any provision of the Index Concept, the adjustment of which is appropriate to account for the economic effect of the Fund Event;

(where necessary also adjusting the weighting of the Index Components henceforth included in the Index). Any such Reference Fund Adjustment will be published in accordance with *Section E. - II. Publication* of this Index Description.

If the Reference Fund is replaced in accordance with a., which results in a reduction in the remuneration or rebate that the Index Sponsor, in its capacity as Hedging Party, receives from the relevant Management Company in relation to holdings in the Successor Reference Fund compared to the Reference Fund ("**Trailer Commission**"), or if the Reference Fund is replaced in accordance with b., then the Index Calculation Agent will introduce a structuring fee on the return of the Fund Shares, i.e. the Return<sub>1</sub> (as defined in *Section C. - I. Calculation of the Index Value* of this Index Description) will be reduced by this structuring fee expressed as a percentage per annum on a daily basis as follows:

$$\text{Return}_1(t_j) = \frac{\text{NAV}(t_j) - \text{NAV}(t_{j-1})}{\text{NAV}(t_{j-1})} - \frac{\text{Structuring Fee}}{360} \times \Delta(t_{j-1}, t_j)$$

This "**Structuring Fee**" amounts to 0.75% p.a. in the case of a Successor Index and, in the case of a Successor Reference Fund, is calculated as the difference between 0.75% p.a. and the expected reduced Trailer Commission for holdings in the Successor Reference Fund expressed as an annual percentage. The Structuring Fee will not exceed 0.75% p.a. The introduction of such a Structuring Fee and its level will be published in accordance with *Section E. - II. Publication* of this Index Description.

"**Fund Event**" means any of the following events:

- a. changes are made in one of the Fund Documents which affect the ability of the Hedging Party to maintain its Hedging Transactions, in particular changes with respect to (i) the risk profile of the Reference Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Reference Fund (iii) the currency of the Fund Shares, (iv) the method of calculating the Net Asset Value, or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- b. requests for the issue, redemption or transfer of Fund Shares are executed only partially or not at all;
- c. fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares (other or substantially higher than the fees, premiums, discounts, charges, commissions, taxes or similar fees already charged before the date on which the Reference Fund is added to the Index); whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);

- d. the Reference Fund or the Management Company or the Fund Service Provider appointed for this purpose by the Reference Fund or the Management Company fails to publish the Net Asset Value as scheduled or in accordance with normal practice or as specified in the Fund Documents;
- e. a change in the legal form of the Reference Fund;
- f. a change of individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- g. (i) a substantial change in the legal, accounting, tax or regulatory treatment of the Reference Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Reference Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Reference Fund or the Management Company by the relevant authority or the absence of any other requirement for a legally permitted distribution of the Reference Fund; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Reference Fund, the Management Company or a Fund Service Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- h. a substantial breach by the Reference Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Reference Fund (as defined in the Fund Documents) that is material, or a substantial breach of statutory or regulatory requirements by the Reference Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- i. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which in relation to the subscription, redemption or holding of Fund Shares by the Hedging Party (i) requires a reserve or provision, or (ii) requires to significantly increase the amount of regulatory capital held by the Hedging Party in relation to the Hedging Transactions in comparison with the conditions applying on the Index Start Date (in particular such a change to laws or regulations relevant for the Hedging Party that results in a regulatory reclassification of the Reference Fund if the Reference Fund does not provide a list of its investments ("**Portfolio Reporting**") and the Hedging Party does not receive the Portfolio Reporting from the Reference Fund pursuant to the regulatory requirements in the demanded frequency); whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- j. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which it would become unlawful or impracticable for the Hedging Party to maintain its Hedging Transactions or which would entail substantially higher costs; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- k. an increase in the proportion of the volume held by the Hedging Party, alone or together with a third party with which the Hedging Party in turn enters into Hedging Transactions beyond 20% of the Fund Shares outstanding;
- l. the Hedging Party is required to consolidate the Reference Fund as a result of accounting or other regulations;
- m. the sale or redemption of the Fund Shares by the Hedging Party for mandatory reasons provided that the sale or redemption is not solely for the purpose of entering into or unwinding Hedging Transactions;
- n. an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares, or (ii) the reduction of the number of Fund Shares of an investor in the Reference Fund for reasons outside the control of that investor, or (iii) the subdivision, merger (consolidation) or reclassification of the Fund Shares, or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash, or (v) the creation of so-called side pockets for segregated assets of the Reference Fund; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- o. the Management Company or a Fund Service Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another

appropriate service provider; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);

- p. (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Reference Fund or the Fund Shares; (ii) the initiation of settlement, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Reference Fund or the merger of the Reference Fund into or with another fund; (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder; or (iv) the legal prohibition of transfers of the Fund Shares by the investor holding the Fund Shares;
- q. the initiation of settlement, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Management Company;
- r. the Index Sponsor loses the right to use the Reference Fund as the basis for the calculation, determination and publication of the Index;
- s. the aggregate net assets under management of the Reference Fund fall below a value of EUR 100 million;
- t. a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has substantial negative consequences for an Issuer or the Hedging Party; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- u. the bases of taxation for the Reference Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*, "InvStG") is not provided, or the Reference Fund or the Management Company has announced that the bases of taxation in accordance with the applicable provisions of the InvStG will not be provided in the future;
- v. changes in the investment policy or distribution policy of the Reference Fund which could have a substantial negative effect on the amount of distributions by the Reference Fund as well as distributions which diverge significantly from the Reference Fund's normal distribution policy to date; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- w. the Reference Fund or the Management Company or a company affiliated to it breaches the agreement into which it entered with the Index Sponsor, an Issuer or the Hedging Party and that specifies the terms and conditions for the subscription or redemption of Fund Shares or the remuneration or rebates in relation to Fund Shares held by the Index Sponsor in its function as Hedging Party in a significant respect or terminates that agreement; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- x. the Reference Fund or the Management Company, contrary to normal practice to date, fails to provide the Index Sponsor with information that is necessary to verify the Reference Fund's compliance with its investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- y. the Reference Fund or the Management Company fails to provide the Index Sponsor with the audited annual report and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request;
- z. any other event that could have a noticeable adverse effect on the Net Asset Value of the Reference Fund or the ability of the Hedging Party to hedge its obligations under the Hedging Transactions on more than a temporary basis; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- aa. the Net Asset Value of the Reference Fund is no longer published in Euro;
- bb. the Index Sponsor does not receive the following information on the Banking Day immediately following a request for such information: (i) a report on at least an annual basis to enable an assessment of the assets and liabilities, income and operations over the reporting period or (ii) a list of the investments held by the Reference Fund and their weighting and, if the Reference Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting;

to the extent that the financial position of a Hypothetical Investor or of the Hedging Party or of the holders of financial instruments linked to the Index suffers a significant adverse change as a result; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).



Neither the Index Sponsor nor the Index Calculation Agent is under any obligation to monitor whether or not one of the events specified above has occurred. The determination of a Fund Event will be published in accordance with *Section E. - II. Publication* of this Index Description.

*Adjustments with regard to the Reference Index*

If the Index Sponsor determines the occurrence of one or more Index Events, it will, if necessary, adjust the Index Concept in such a way that the economic position of the Hypothetical Investor remains unchanged to the greatest extent possible (the "**Reference Index Adjustment**"). The Index Sponsor will determine the type and scope of any measures required for this purpose in its reasonable discretion (§ 315 BGB).

In the context of such Reference Index Adjustment, the Index Sponsor may specifically:

- a. replace the Reference Index with a new index (the "**Successor Reference Index**") that has a methodology that is economically equivalent to the greatest extent possible (including in particular the tracking of a money market investment, using rolling money market returns). However, the Successor Reference Index may use differing tenors for the reference rates and differing rolling intervals. In this event, each reference to the Reference Index will be deemed to refer to the Successor Reference Index;
- b. adjust any provision of the Index Concept, the adjustment of which is appropriate to account for the economic effect of the Index Event;

(where necessary also adjusting the weighting of the Index Components henceforth included in the Index).

"**Index Event**" means any of the following events:

- a. changes or modifications are made to the method of calculation, determination and publication of the Reference Index, as described in the Reference Index Description, which affect the ability of the Hedging Party to hedge its obligations under the Hedging Transactions (in particular changes with respect to (i) the risk profile of the Reference Index, or (ii) the Reference Index is no longer calculated in Euro); the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change or modification has occurred;
- b. the historic 30-days-volatility of the Reference Index exceeds a volatility level of 2.5%; where  $\sigma_{EI}(t_j)$  means the annualised volatility calculated on the basis of the daily logarithmic changes in the value of the Reference Index over the immediately preceding 30 Reference Index Calculation Dates of the Reference Index on a Banking Day (t).  $\sigma_{EI}(t_j)$  is calculated in accordance with the following formula:

$$\sigma_{EI}(t_j) = \sqrt{\frac{\sum_{p=0}^{29} \left( \text{Ln} \left[ \frac{\text{RIV}(t_{j-p})}{\text{RIV}(t_{j-p-1})} \right] \right)^2 - \frac{1}{30} \times \left( \sum_{p=0}^{29} \text{Ln} \left[ \frac{\text{RIV}(t_{j-p})}{\text{RIV}(t_{j-p-1})} \right] \right)^2}{29}} \times \sqrt{252}$$

Where:

"**Ln**[x]" denotes the natural logarithm of a value x;

- c. the calculation or publication of the Reference Index is discontinued; or the Reference Index is replaced.
- d. the Reference Index no longer corresponds to the objective of a low-risk investment that is free of currency risk for a Hypothetical Investor; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- e. (i) the Index Sponsor is no longer entitled to use the Reference Index as the basis for the calculation, determination and publication of the Index; (ii) the Reference Index is no longer provided; or (iii) the Reference Index may no longer be used by the Hedging Party as the underlying for securities;
- f. any other event that could have a noticeable adverse effect on the Reference Index Value or the ability of the Hedging Party to hedge its obligations under the Hedging Transactions on more than a temporary basis; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

Neither the Index Sponsor nor the Index Calculation Agent is under any obligation to monitor whether or not any of the events specified above has occurred. The determination of an Index Event will be published in accordance with *Section E. - II. Publication* of this Index Description.

### *Termination of the Index*

The Index Sponsor has the right to temporarily suspend the calculation of the Index following the occurrence of one or more Fund Events and/or one or more Index Events.

If an adjustment of the Index Concept is not possible or it would not be reasonable for the Hypothetical Investor or the investors of financial instruments linked to the Index, the Index Sponsor has the right to permanently discontinue the calculation of the Index at any time; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

### **II. Adjustment of the Net Asset Value**

In the following cases, the Index Sponsor adjusts, for the purposes of calculating the Index Value, the Net Asset Value of the Reference Fund:

- a. charges or fees are levied in connection with the issue or redemption of Fund Shares;
- b. a Hypothetical Investor would not have received the full proceeds from the redemption of Fund Shares within the usual period or the period specified in the Fund Documents; or
- c. in the event of (i) the publication of an incorrect Net Asset Value, or (ii) the subsequent correction of a Net Asset Value which was determined and published by the Management Company and that was used by the Index Calculation Agent as basis for the calculation, determination and publication of the Index.

In cases a. and b., the Index Sponsor adjusts the relevant Net Asset Value to replicate the economic effects of the relevant events on the Index; in case c. (i), the Index Sponsor adjusts the relevant Net Asset Value to account for the economic effects of the relevant events on the Index; and in case c. (ii), the Index Calculation Agent will, where necessary, redetermine the relevant Net Asset Value (the "**Corrected Net Asset Value**") and recalculate the Index Value on the basis of the Corrected Net Asset Value, taking into account the situation of a Hypothetical Investor. In order to determine the weights of the Index Components for the Dynamic Allocation in relation to an Index Valuation Date on the respective Index Calculation Date, the Index Sponsor takes into account the information that would be available to the Hypothetical Investor at this time on the Index Calculation Date and the options that would be available for the Hypothetical Investor at that time to subscribe for or redeem Fund Shares. Under this premises, the Dynamic Allocation is not recalculated.

The Index Sponsor determines the type and extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB). In the case of an adjustment of the Net Asset Value, the Index Sponsor takes into account the fact that proceeds from the reduction of a Reference Fund may only be allocated to the Reference Index (and vice versa) after the Hypothetical Investor would have received the respective proceeds from the disposal of the Reference Fund or the Money Market Investment.

### **III. Adjustment of the value of the Reference Index**

In the following cases, the Index Calculation Agent adjusts, for the purposes of calculating the Index Value, the Reference Index Value of the Reference Index published by the Reference Index Calculation Agent to account for the economic effects of the relevant events on the Index:

- a. in the event of an error in the calculation of the Reference Index Value identified by the Index Sponsor or the Index Calculation Agent;
- b. in the event of the publication of an incorrect Reference Index Value; or
- c. if a Reference Index Value determined and published by the Reference Index Sponsor that is used by the Index Calculation Agent as basis for the calculation of the Index, is subsequently corrected.

The Index Sponsor determines the type and extent of any necessary adjustments to the Reference Index Value in its reasonable discretion (§ 315 BGB). In case c., the Index Calculation Agent will, where necessary, redetermine the relevant Reference Index Value (the "**Corrected Reference Index Value**") and recalculate the Index Value on the basis of the Corrected Reference Index Value.

### **IV. Market Disruption Events**

- a. If the Hypothetical Investor is not able to subscribe for or redeem Fund Shares on an Index Valuation Date, whether because the subscription or redemption of Fund Shares has been suspended or no Net Asset Value has been published for the Reference Fund or such publication will be delayed (a "**Reference Fund Market Disruption Event**"), the Index Calculation Agent will postpone the calculation, determination and publication of the Index (specifically including the realisation of the Dynamic Allocation) until such time as the Reference Fund Market Disruption Event ends; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

If the Reference Fund Market Disruption Event continues for more than thirty Banking Days, the Index Calculation Agent will make an estimate of the Net Asset Value taking into account the then prevailing market conditions and the possibilities of the Hypothetical Investor to sell Fund Shares in the market, in order to calculate the Index (specifically including the realisation of the Dynamic Allocation), provided that a data basis is available which is sufficient for the purposes of such estimate. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether a sufficient data basis is available. The estimate will be based on a commercially reasonable assessment.

- b. If a Reference Index Value that is required for the calculation, determination and publication of the Index has not been published on an Index Valuation Date, or such publication will be delayed, the Index Calculation Agent will, in order to calculate the required price of the Reference Index, apply the calculation method described in the description of the Reference Index taking into account the most recently available value of the Reference Index.

## **Section E. - Further Terms**

### **I. Disclaimer**

The Index and the Reference Portfolio exist exclusively in the form of data sets and do not convey any direct or indirect or legal or beneficial interest or ownership in the Index Components. Any action specified herein is only carried out by an amendment to such data sets. Neither an Issuer nor the Index Sponsor nor the Index Calculation Agent nor the Hedging Party are under an obligation to directly or indirectly invest or to hold an interest in the Index Components.

The Index Calculation Agent acts with due care in performing the calculation of the Index Value and the calculation of the weights of the Index Components. The Index Sponsor and the Index Calculation Agent accept no liability except in the event of wilful misconduct or gross negligence. Neither the Index Sponsor nor the Index Calculation Agent give any representation or guarantee for the correctness of the market data and other information provided by third parties underlying the calculations for the Index. Neither the Index Sponsor nor the Index Calculation Agent accepts any liability for any direct or indirect damage which may result from incorrect market data underlying the calculation of the Index Value. Neither the Index Sponsor nor the Index Calculation Agent has an obligation to verify independently this information which is provided by third parties.

Neither the Index Sponsor nor any other person related to the Index acts in a fiduciary or advisory capacity for a holder of financial instruments linked to the Index.

The information included in this Index Description regarding the Reference Fund is intended solely to inform investors intending to purchase financial instruments linked to the Index and does not constitute an offer to purchase Fund Shares. Each investor must make its own assessment of the merits of the Reference Fund.

### **II. Publication**

The Index Value is published by the Index Calculation Agent on the website [www.onemarkets.de](http://www.onemarkets.de) and on Bloomberg under the ticker UCGRCSI Index (or a successor page).

All determinations made by the Index Sponsor or the Index Calculation Agent in their reasonable discretion (§ 315 BGB) will be published on [www.onemarkets.de](http://www.onemarkets.de) or a successor site.

### **III. Corrections**

The Index Sponsor may correct or amend contradictory or incomplete provisions in this Index Description in accordance with the provisions applicable to the Index.

### **IV. Applicable Law**

This Index Description is governed by German law.