#### DESCRIPTION OF HVB ROBOTICS FUND RISK CONTROL 9 INDEX

Date: 13 April 2017

The following Index Description outlines the key data for the HVB Robotics Fund Risk Control 9 Index compiled by UniCredit Bank AG. This description is subject to amendments or adjustments from time to time.

The HVB Robotics Fund Risk Control 9 Index (WKN A2DBZ6 / ISIN DE000A2DBZ64) (the "Index") is an index developed and designed by UniCredit Bank AG, Munich, Germany, or any successor thereto (the "Index Sponsor") and calculated by UniCredit Bank AG, Munich, Germany, or any successor determined by the Index Sponsor (the "Index Calculation Agent") in USD (the "Index Currency") in accordance with the index rules set out below (the "Index Rules"). 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 Index (the "Objective of the Index").

#### Section A. - Definitions, General information

#### I. Definitions

For the purposes of this description (the "**Index Description**"), the following terms have the following meanings:

"Auditor" means PricewaterhouseCoopers 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) are open.

"Custodian Bank" means State Street Custodial Services (Ireland) Limited and/or any other company appointed by the Management Company to perform depository, accounting, settlement or similar services for the Reference Fund.

"USD" means US Dollar.

"Fee  $(t_j)$ " means the Fee at Index Valuation Date  $t_j$ . Fee  $(t_j)$  is calculated by the Index Calculation Agent for every Index Valuation Date  $t_j$  in accordance with the provisions set forth in Section C. - I. Calculation of the Index of this Index Description."Fund Documents" means the annual report and the half-yearly report, the prospectus (including the management regulations, terms and conditions), the key investor information and all other documents of the Reference Fund which specify the terms and conditions of the Reference Fund and the Fund Shares, in each case in the respective valid version

"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 Custodian Bank and the Management Company.

"**Fund Share**" or "**Fund Shares**" means a unit or share or units of the Reference Fund (ISIN IE00BYZK4552 / Bloomberg RBOT LN Equity).

"Hedging Party" means the Index Sponsor. 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 F. - Publication of this Index Description.

"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 any Hedging Party to hedge price risks or other risks at standalone or portfolio basis arising from obligations with regard to the Index or with regard to Securities or other 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 Section 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 Components" means the Fund Shares and the Reference Interest Rate included in the Index at any given time.

"Index Initial Value" means 100.00.

"Index Start Date" means 2 May 2017.

"**Index Valuation Date**" means any Banking Day as of which the subscription and redemption of Fund Shares is ordinarily possible according to the Fund Documents.

"Index Value" means the value (expressed in USD) of the Index on any given Index Valuation Date as calculated by the Index Calculation Agent.

"Index( $t_j$ )" means the Index Value at Index Valuation Date  $t_j$ . Index ( $t_j$ ) is calculated by the Index Calculation Agent for every Index Valuation Date  $t_j$  in accordance with the provisions set forth in Section C. - I. Calculation of the Index of this Index Description.

"Issuer" means an issuer of Securities.

"Management Company" means BlackRock Asset Management Ireland Limited, which manages the Reference Fund.

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

"NAV(t<sub>i</sub>)" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>i</sub>.

"Net Asset Value" or "NAV" 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 iShares Automation & Robotics UCITS ETF.

"Reference Interest Rate" means the US 3-month LIBOR rate published as of 11.55 London time on the Bloomberg page US0003M Index or the Reuters page USD3MFSR=. In case that the values published on the Bloomberg page and the Reuters page deviate, the value published on the Bloomberg page is considered as relevant. If no rate is published, the Index Calculation Agent will determine such rate from other sources as it deems appropriate in its reasonable discretion according to § 315 BGB.

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

"Relevant Exchange" means London Stock Exchange (LSE).

"**Securities**" means all outstanding securities of a company affiliated with the Index Sponsor (section 15 of the German Stock Corporation Act (*Aktiengesetz*)) at a given time for which payment of principal and/or interest depends on the performance of the Index.

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

"t<sub>i-n</sub>" is the p-th Index Valuation Date prior to the Index Valuation Date t<sub>i</sub>.

"t<sub>i-p-2</sub>" is the second Index Valuation Date prior to the Index Valuation Date t<sub>i-p</sub>.

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

## II. General information, Disclaimer

The information regarding the Reference Fund included in this Index Description is intended solely to inform investors or potential investors in Securities and does not constitute a solicitation or offer to invest in Fund Shares. Each investor or potential investor shall make its own assessment of the suitability of the Reference Fund. Users of the Index and each potential investor in Securities should perform his own investigation with respect to the Index and should in any case seek sufficient professional advice before investing in Securities. When calculating the Index Value, the Index Calculation Agent must rely upon statements, confirmations, computations, assurances and other information provided by third parties, the correctness and reliability of which it largely does not verify and for the correctness of which it accepts no responsibility. Any inaccuracies contained in such information may have an impact on the calculation of the Index Value without any fault attaching to the Index Calculation Agent. Neither the Index Sponsor nor the Index Calculation Agent has any obligation to verify this information independently.

The Index exists exclusively in the form of sets of data records and does not convey any direct or indirect legal or beneficial interest or ownership in the Index Components. Each of the allocations described herein is only carried out hypothetically by modifying such records. Neither the Index Sponsor nor the Index Calculation Agent nor any Issuer or the Hedging Party is under any obligation to directly or indirectly acquire the Index Components. Fees or rebates, if any, received by the Index Sponsor in its capacity as Hedging Party from the Management Company in relation to holdings in the Reference Fund will not be distributed to the holders of Securities or reinvested in the Index. Distributions made by the Reference Fund will not be distributed to the holders of Securities.

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

# I. Objective of the Index

The Objective of the Index is to provide synthetic exposure to the performance of the Reference Fund. The Index has a built-in target volatility mechanism. When the Index Calculation Agent determines that the realised volatility of the Reference Fund over the preceding 20-day reference period exceeds a defined volatility level (the "**Target Volatility**"), then the exposure of the Index to the Reference Fund will be reduced, with the aim of maintaining the realised volatility of the Index at the Target Volatility. When the Index Calculation Agent determines that the realised volatility of the Reference Fund is below the Target Volatility and the exposure of the Index to the Reference Fund will be increased in order to maintain the realised volatility of the Index at or below the Target Volatility. The maximum exposure of the Index to the Reference Fund is 100%.

The Index is an "Excess Return" index. As a consequence, the level of the Index reflects the performance of the Reference Fund relative to the Reference Interest Rate. If the Reference Fund exhibits a return higher than the Reference Interest Rate, then the return of the Index will be positive. If the Reference Fund exhibits a return less than the Reference Interest Rate, then the return of the Index will be negative.

There is no guarantee and no assurance (express or implied) given by the Index Sponsor nor by the Index Calculation Agent that the Objective of the Index will be achieved.

### 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 Calculation Agent conducts all calculations with regard to the Index in accordance with this Index Description, and monitors and maintains certain index data for this purpose. The Index Calculation Agent will act with the due care of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmannes*) in performing its duties in accordance with this Index Description. Neither the Index Sponsor

nor the Index Calculation Agent give any representation or guarantee for the correctness of the data underlying the calculation of the Index Value. Neither the Index Sponsor nor the Index Calculation Agent accepts any liability for any direct or indirect damage which may result from an incorrect calculation of the Index Value.

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 Securities are still 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 obligations of the Index Calculation Agent. Such replacement of the Index Calculation Agent will be published in accordance with Section F. - Publication of this Index Description.

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

#### 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, ...) after the Index Start Date in accordance with the following formula:

Index 
$$(t_i) = \text{Index } (t_{i-1}) \times [1 + w(t_{i-1}) \times \text{Return}_1(t_i) - w(t_{i-1}) \times \text{Return}_2(t_i) - \text{Fee } (t_i)]$$

where:

$$Return_1(t_j) = \frac{NAV(t_j) - NAV(t_{j-1})}{NAV(t_{j-1})};$$

Return<sub>2</sub> 
$$(t_j) = Rate(t_{j-1}) \times \frac{\Delta(t_{j-1},t_j)}{360}$$

and the

Fee 
$$(t_j) = 1.75\% \times \frac{\Delta(t_{j-1}, t_j)}{360}$$

where:

"Rate $(t_{j-1})$ " means the Reference Interest Rate and that has been fixed two (2) Index Valuation Dates prior to Index Valuation Date  $t_{j-1}$  as determined by the Index Calculation Agent.

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

" $\Delta(t_{j-1}, t_j)$ " denotes the number of calendar days from Index Valuation Date  $t_{j-1}$  (exclusive) to Index Valuation Date  $t_i$  (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 is determined for each Index Valuation Date  $t_j$  (where j=0,1,2,...) 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 continuous daily returns of the Reference Fund over a period of twenty consecutive Index Valuation Dates which is normalised to an annual figure for the volatility. The period observed (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  $t_j$ . Continuous return means the logarithm of the change in the Net Asset Value between two consecutive Index Valuation Dates.

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

$$\sigma_{R}\left(t_{j}\right) = \sqrt{\frac{\sum_{p=0}^{19} \left( Ln \left[\frac{NAV\left(t_{j:p:2}\right)}{NAV\left(t_{j:p:3}\right)}\right] \right)^{2} - \frac{1}{20} \, x \left(\sum_{p=0}^{19} Ln \left[\frac{NAV\left(t_{j:p:2}\right)}{NAV\left(t_{j:p:3}\right)}\right] \right)^{2}}}{19} \, \, x \, \sqrt{252}$$

where:

" $\mathbf{Ln}[x]$ " 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 formula and the realised volatility of the Reference Fund calculated in accordance with the formula described above. In principle, a higher realised volatility of the Reference Fund leads to a lower weighting of the Reference Fund and vice versa (the weighting of the Reference Fund being at its maximum level of 100% if the realised volatility of the Reference Fund is equal to or less than 9.00%).

$$w(t_j) = \max\left(0\%; \min\left(100\%; \frac{9.00\%}{\sigma_R(t_j)}\right)\right)$$

When performing the Dynamic Allocation, 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 periods of the Reference Fund or if the Reference Fund makes use of provisions which result in a partial execution of subscription or redemption requests). This may result in a delayed or gradual implementation of Dynamic Allocation.

### 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 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 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 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 now included in the Index). Any such Reference Fund Adjustment will be published in accordance with *Section F. - Publication* of this Index Description.

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

- a. changes are made in any of the Fund Documents without the consent of the Index Sponsor 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 Fund Shares; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change has occurred;
- b. requests for the redemption, subscription or transfer of Fund Shares are not or only partially executed;
- c. fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares (other than such fees, premiums, discounts, charges, commissions, taxes or similar fees existing at the date the Reference Fund was included in the Index);
- 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 key persons in key positions of the Management Company or the Fund Management;
- g. (i) any change in the legal, accounting, tax or regulatory treatment of the Reference Fund or the Management Company; or (ii) the suspension, cancellation, revocation or absence of the authorisation or registration of the Reference Fund or the Management Company; or (iii) the suspension, cancellation, revocation or absence of a distribution authorisation for the Reference Fund or the Management Company by the competent authority; or (iv) the initiation of investigatory proceedings by supervisory authorities, conviction by a court or an order by a competent authority relating to the activities of the Reference Fund, the Management Company, a Fund Service Provider, or of individuals in key positions as a result of misconduct, a violation of the law or for similar reasons;
- h. a 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) and a breach by the Reference Fund or the Management Company of statutory or regulatory provisions; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such breach has occurred;

- i. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Hedging Party, 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 to be held by the Hedging Party with respect to its Hedging Transactions to an extent that is significant in comparison with the conditions applying on the Index Start Date; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change has occurred;
- j. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which would make it unlawful or impracticable for the Hedging Party to maintain its Hedging Transactions or which would result in significantly increased costs; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change has occurred;
- k. 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 is more than 20% of the outstanding Fund Shares of the Reference Fund;
- 1. the Hedging Party is required to consolidate the Reference Fund as a result of accounting or other regulations;
- m. the sale or redemption of Fund Shares for mandatory reasons for the Hedging Party, provided that this 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, (ii) the reduction of the number of Fund Shares of an investor in the Reference Fund for reasons outside the control of that investor, (iii) the subdivision, consolidation or reclassification of the Fund Shares or any other measure that has a diluting or concentrative effect on the theoretical value of a Fund Share, (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;
- the Management Company or a Fund Service Provider discontinues its services for the Reference Fund or loses its licence, registration, approval or authorisation and is not immediately replaced by another service provider which in the reasonable discretion of the Index Sponsor (§ 315 BGB) is of similarly good standing;
- 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 investors;
- 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. a change in the tax laws and regulations or in their implementation or interpretation which has negative consequences for an Issuer or the Hedging Party in the reasonable discretion (§ 315 BGB) of the Index Sponsor;
- t. no notification is given of the bases of taxation for the Reference Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*; "**InvStG**") or any successor legislation, or the Reference Fund or the Management Company has announced that no notification of the bases of taxation will be given in accordance with the applicable provisions of the InvStG or any successor legislation in the future;

- u. changes in the investment or distribution policy of the Reference Fund which could have a substantial negative effect on the amount of the Reference Fund's distributions or distributions that diverge significantly from the Reference Fund's normal distribution policy to date;
- v. the Reference Fund or the Management Company or a company affiliated with it breaches the agreement entered into with the Index Sponsor, an Issuer or the Hedging Party in relation to the terms and conditions for the subscription or redemption of Fund Shares or any fees agreed in connection with any holdings of Fund Shares held by the Index Sponsor in its capacity as Hedging Party in a significant respect or terminates that agreement;
- w. the Reference Fund or the Management Company, contrary to normal practice to date, fails to provide the Index Sponsor with information that the latter reasonably considers necessary to enable it to monitor the Reference Fund's compliance with the Reference Fund's investment guidelines or restrictions in a timely manner;
- x. 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;
- y. 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;
- z. NAV is no longer published in USD;
- aa. the quotation of the Fund or the Fund shares at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent no substitute relevant exchange could be determined;
- bb. the performance of the Fund is on five consecutive trading days higher than the performance of the index underlying the Fund, based on the closing prices.

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

Adjustments with regard to the Reference Interest Rate

If the Index Sponsor determines the occurrence of one or more Reference Rate 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 Rate 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 Rate Adjustment, the Index Sponsor may specifically:

- a. replace the Reference Interest Rate with a new interest rate (the "Successor Reference Interest Rate") that is economically equivalent to the greatest extent possible. In this event, each reference to the Reference Interest Rate will be deemed to refer to the Successor Reference Interest Rate;
- b. adjust any provision of the Index Concept, the adjustment of which is appropriate to account for the economic effect of the Reference Rate Event.

Any such Reference Rate Adjustment will be published in accordance with *Section F. - Publication* of this Index Description.

### "Reference Rate Event" means any of the following events:

a. changes or modifications are made to the method of calculation, determination and publication of the Reference Interest Rate, without the consent of the Index Sponsor 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 Interest Rate, or (ii) the Reference

Interest Rate is no longer calculated in USD); the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change or modification has occurred;

- b. the calculation or publication of the Reference Interest Rate is discontinued;
- c. any other event that, in the reasonable discretion (§ 315 BGB) of the Index Sponsor, 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.

Neither the Index Sponsor nor the Index Calculation Agent is under any obligation to monitor whether or not one of the events referred to above has occurred. The determination of a Reference Rate Event will be published in accordance with *Section F. - 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 Reference Rate Events.

Should an adjustment of the Index Concept not be possible or not be reasonable for the Hypothetical Investor or the investors in any Securities, the Index Sponsor has the right to permanently discontinue the calculation of the Index at any time; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

### II. Adjustment of the Net Asset Value

In the following cases, the Index Sponsor will, for the purposes of calculating the Index Value, adjust the Net Asset Value of the Reference Fund published by the Management Company:

- 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) if a Net Asset Value determined and published by the Management Company, as used by the Index Calculation Agent as the basis for the calculation, determination and publication of the Index, is subsequently corrected.

In cases a. and b., the Index Sponsor will adjust the relevant Net Asset Value to replicate the economic effects of the relevant events on the Index; in case c. (i), the Index Sponsor will adjust 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, again determine the relevant Net Asset Value (the "Corrected Net Asset Value") and recalculate the Index Value on the basis of the Corrected Net Asset Value. With respect to the Dynamic Allocation, the determination of the weighting of the Reference Fund by the Index Sponsor for an Index Valuation Date on the respective Index Calculation Date takes into account the information available to the Hypothetical Investor and the possibilities to subscribe and redeem Fund Shares on the respective Index Calculation Date. Under this premises, the Dynamic Allocation is not recalculated.

The Index Sponsor will determine the type and extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB).

#### **III.** Market Disruption Events

If a Reference Fund Market Disruption Event a. occurs on an Index Valuation Date, the Index Calculation Agent will not calculate, determine and publish the Index (including suspending the realisation of the Dynamic Allocation).

If a Reference Fund Market Disruption Event b. occurs on an Index Valuation Date, the Index Calculation Agent will postpone the calculation, determination and publication of the Index Value (specifically including the realisation of the Dynamic Allocation) until such time as the Reference Fund Market Disruption Event b. ends. If the Reference Fund Market Disruption Event b. 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.

For the purpose of determining the Reference Interest Rate while a Reference Fund Market Disruption Event exists, the Index Calculation Agent shall consider the Index Valuation Dates on which a Reference Fund Market Disruption Event exists as if these days are not Index Valuation Dates.

### "Reference Fund Market Disruption Event" means any of the following events:

- a. 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 is published; or
- b. the publication of the Net Asset Value with respect to an Index Valuation Date is delayed.
- c. the quotation of the Fund is suspended, limited or restricted by the Relevant Exchange, due to price movements exceeding the limits of the Relevant Exchange or for any other reason;
- d. the price of the Fund is not published due to any decision by the person or institution responsible for the calculation and publication of the net asset value (for the Fund).

The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

#### Section E. - Corrections

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

#### **Section F. - Publication**

The Index Value is published by the Index Calculation Agent on Reuters page .UCGRRFRC and on Bloomberg under the ticker UCGRRFRC Index.

All determinations made by the Index Sponsor or the Index Calculation Agent in their reasonable discretion (§ 315 BGB) will be published in accordance with the terms and conditions of the relevant Securities.

# **Section G. - Governing law**

This Index Description is governed by German law.