Base prospectus dated 5 October 2017

“Bringing Exchange Traded Commodities to the World’s Stock Exchanges”

Swiss Commodity Securities Limited

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 111924)

Programme for the issue of

Swiss Franc Currency-Hedged Commodity Securities

comprising:

Swiss Franc Classic Currency-Hedged Commodity Securities
and
Swiss Franc Longer Dated Currency-Hedged Commodity Securities

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

The Swiss Franc Currency-Hedged Commodity Securities are not shares or units in collective investment schemes within the meaning of Swiss Collective Investment Schemes Act of 23 June 2006 (“CISA”). They have not been approved by the Swiss Financial Market Supervisory Authority FINMA and are not subject to its supervision. The Swiss Franc Currency-Hedged Commodity Securities are not issued or guaranteed by a supervised financial intermediary within the meaning of CISA.

The Swiss Franc Currency-Hedged Commodity Securities are listed according to the Exchange Traded Product (ETP) Regulatory Standard of the SIX Swiss Exchange. The attention of the investors is drawn to the fact that, while the Issuer intends to maintain such listing, a delisting in accordance with the rules of the SIX Swiss Exchange can never be excluded and that therefore no assurance can be given that such listing at SIX Swiss Exchange will be maintained under any circumstances such as a material change of the regulatory characterisation of the product.

This base prospectus replaces the base prospectus of the Issuer dated 27 June 2014 with effect from 5 October 2017.

The Conditions, the Swiss Franc Currency-Hedged Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deed is governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in

the Security Deed, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

The Issuer has made available for issue 37 separate classes of Swiss Franc Classic Currency- Hedged Commodity Security and 37 separate classes of Swiss Franc Longer Dated Currency-Hedged Commodity Security. Swiss Franc Currency-Hedged Commodity Securities track the daily change in the levels of Currency-Hedged Commodity Indices reflecting the US Dollar price of an individual commodity (in the case of the Individual Securities) or a basket of commodities (in the case of the Index Securities) hedged daily against exchange rate movements between the US Dollar and the Swiss Franc before fees and adjustments and in the absence of Market Disruption Events. All Swiss Franc Currency-Hedged Commodity Securities provide a “total return”, comprising a commodity “excess return” (spot price movement plus the roll yield from backwardation and/or contango in the relevant futures market when rolling) plus a daily adjustment to reflect a hedge against exchange rate movements and a collateral return in the form of a capital enhancement (which may be negative) in Swiss Francs. The collateral return for Swiss Franc Currency-Hedged Commodity Securities will accrue daily as a capital adjustment in Swiss Francs which is capitalised into the Price of each Swiss Franc Currency-Hedged Commodity Security.

Swiss Franc Currency-Hedged Commodity Securities are priced off Currency-Hedged Commodity Indices. The Swiss Franc Currency-Hedged Commodity Indices are calculated and published by Bloomberg.

The Currency-Hedged Commodity Indices are each calculated by reference to an Unhedged Commodity Index, calculated by reference to specific commodity futures contracts, with a hedge into Swiss Francs which is rebalanced on a daily basis. Currency-Hedged Commodity Indices are denominated in Swiss Francs.

Each Swiss Franc Currency-Hedged Commodity Security is backed by equivalent Commodity Contracts created under a Facility Agreement between a Commodity Contract Counterparty and the Issuer. At the date of this Base Prospectus these are a Facility Agreement with UBS AG, London Branch (“**UBS**”) and a Facility Agreement with Merrill Lynch International (“**MLI**”).

The Issuer announced on 3 July 2017 that it had entered into a new Facility Agreement (the “**CGML Facility Agreement**”) with Citigroup Global Markets Limited (“**CGML**”) dated 29 June 2017 and that by a notice dated 30 June 2017 it had exercised its rights under the UBS Facility Agreement to give not less than three months’ notice to terminate UBS’ role as Commodity Contract Counterparty in relation to the Swiss Franc Currency-Hedged Commodity Securities. This base prospectus sets out details of CGML and the details of the agreements to appoint CGML as Commodity Contract Counterparty with effect from the Effective Date and subsequently terminate the role of UBS on such date to be notified by RIS announcement (the “**UBS Termination Date**”).

The Issuer has agreed with CGML arrangements under which the Commodity Contracts with UBS will be effectively replaced by equivalent Commodity Contracts with CGML. The payment obligations of CGML under its Facility Agreement are supported by a Guarantee (the (“**Citigroup Guarantee**”) from Citigroup Global markets Holdings Inc. (“**CGMH**”) granted in favour of the Issuer. The obligations of CGML to the Issuer under Commodity Contracts are secured by Collateral provided by CGML and held in accounts in its name at The Bank of New York Mellon pursuant to agreements entitled “**CGML Security Agreement**” between CGML and the Issuer and “**CGML Control Agreement**” between The Bank of New York Mellon, CGML and the Issuer each dated 29 June 2017.

The Issuer will give notice to Security Holders of the Effective Date by the publication of official notices on the website of the SIX Swiss Exchange.

At the date of this base prospectus and up to but excluding the Effective Date, Security Holders will have an indirect exposure to UBS and MLI as Commodity Contract Counterparties. With effect from the Effective Date, up to but not including the UBS Termination Date, Security Holders will have an indirect exposure to MLI, CGML and UBS. With effect from (and including) the UBS Termination Date, Security Holders will have an indirect exposure to CGML and MLI.

All Commodity Contracts are paid for in full by the Issuer and there is no management of any cash or futures positions required of the Issuer. The Issuer is a special purpose entity owned by ETFS Holdings (Jersey) Limited, a wholly owned subsidiary of ETF Securities Limited.

In order to provide liquidity and ensure minimal tracking error, Swiss Franc Currency-Hedged Commodity Securities can be applied for or redeemed at any time by Authorised Participants (subject to Minimum Creation Amounts and Creation Limits and Redemption Limits). However all other investors must buy and sell Swiss Franc Currency-Hedged Commodity Securities through trading on the SIX Swiss Exchange (or other exchanges if Swiss Franc Currency-Hedged Commodity Securities are listed or traded thereon).

Programme for the issue of

Swiss Franc Currency-Hedged Commodity Securities

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

Swiss Commodity Securities Limited (the "**Issuer**") has established the Swiss Franc Currency-Hedged Commodity Securities programme (the "**Programme**") under which Swiss Franc Currency-Hedged Commodity Securities may be issued from time to time. The classes of Swiss Franc Currency-Hedged Commodity Securities which are initially being made available under the Programme are set out under the heading "Classes of Swiss Franc Currency-Hedged Commodity Securities" on page 34. The Issuer reserves the right to increase the number of Swiss Franc Currency-Hedged Commodity Securities that may be issued, to issue Swiss Franc Currency-Hedged Commodity Securities with different currencies of denomination or relating to different currency-hedged commodity indices and to issue Swiss Franc Currency-Hedged Commodity Securities as Swiss Franc Classic Securities or Swiss Franc Longer Dated Securities, in any proportions. The Issuer has arrangements in place to enable it to issue new Swiss Franc Currency-Hedged Commodity Securities provided that the Aggregate Outstanding Contracts Price is not greater than US$2 billion (US$2,000,000,000) (this amount may be increased by agreement between the Issuer and one or more Commodity Contract Counterparties). Whenever any Swiss Franc Currency-Hedged Commodity Securities are issued, notice of the number and class of such Swiss Franc Currency-Hedged Commodity Securities will be specified in a Pricing Supplement which will be delivered to the SIX Swiss Exchange before such Swiss Franc Currency-Hedged Commodity Securities are issued.

None of the Swiss Franc Currency-Hedged Commodity Securities confer any rights to any physical commodities.

The Swiss Franc Currency-Hedged Commodity Securities are constituted by a Trust Instrument entered into between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee for the Security Holders of each class.

The only assets available to the Issuer to enable it to meet its liabilities to Security Holders upon redemption of the Swiss Franc Currency-Hedged Commodity Securities of each class are, up to and excluding the Effective Date, the UBS Facility Agreement and Commodity Contracts with UBS and the UBS Security Agreement and the MLI Facility Agreement and Commodity Contracts with MLI, the MLI Security Agreement and the BAC Guarantee and, with effect from the Effective Date up to but excluding the UBS Termination Date, the UBS Facility Agreement and Commodity Contracts with UBS and the UBS Security Agreement, the CGML Facility Agreement and Commodity Contracts with CGML and the CGML Security Agreement and the Citigroup Guarantee and the MLI Facility Agreement and Commodity Contracts with MLI, the MLI Security Agreement and the BAC Guarantee and with effect from the UBS Termination date, the CGML Facility Agreement and Commodity Contracts with CGML and the CGML Security Agreement and the Citigroup Guarantee and the MLI Facility Agreement and Commodity Contracts with MLI, the MLI Security Agreement and the BAC Guarantee (together, if there are any other Commodity Contract Counterparties, with any Facility Agreements and Commodity Contracts with such other Commodity Contract Counterparties and any related credit support) in each case insofar as they relate to the Swiss Franc Currency-Hedged Commodity Securities of that class.

Although Swiss Franc Currency-Hedged Commodity Securities are backed by the assets referred to above, Swiss Franc Currency-Hedged Commodity Securities themselves are limited recourse obligations of the Issuer alone and are not obligations of Bloomberg, UBS Securities, UBS, any other member of the UBS Group, MLI, BAC, any other member of the BAC Group, CGML, CGMH or any other member of the Citigroup Group. The obligations of the Issuer to Security Holders are not guaranteed by Bloomberg, UBS Securities, UBS, any other member of the UBS Group, MLI, BAC any other member of the BAC Group, CGML, CGMH or any other member of the Citigroup Group.

The assets of the Issuer relating to each separate class of Swiss Franc Currency-Hedged Commodity Securities are grouped, so that all assets relating to a particular class of Swiss Franc Currency-Hedged Commodity Securities are available to secure all liabilities relating to that class. If the net proceeds from the enforcement of the relevant Secured Property for a Portfolio pursuant to the Security Deed as it relates to that class are not sufficient to make all payments then due in respect of that Portfolio, the obligations of the Issuer will be limited to such net proceeds, and the other assets of the Issuer will not be available to meet any shortfall. The Issuer will not be obliged to make any payment in excess of such net proceeds and no debt shall be owed by the Issuer in respect of such shortfall.

Under the Security Deed between the Trustee and the Issuer, the Issuer has with respect to each Portfolio granted to the Trustee, as trustee for the holders of the relevant class of Swiss Franc Currency-Hedged Commodity Securities, security over all the assets attributable to the relevant Portfolio including rights under each Facility Agreement, all Commodity Contracts for the relevant class created pursuant to the Facility Agreements and the rights of the Issuer under the Security Agreements and the Control Agreements, in each case insofar as it relates to the relevant Portfolio.

Application has been made for the Swiss Franc Currency-Hedged Commodity Securities to be admitted for listing on the official list of the SIX Swiss Exchange and to be admitted to trading on the regulated market thereof.

The Issuer may make applications for certain of the Swiss Franc Currency-Hedged Commodity Securities to be listed or traded on certain other regulated markets in other European Economic Area member states.

Applications for new Swiss Franc Currency-Hedged Commodity Securities may only be made by Authorised Participants. Swiss Franc Currency-Hedged Commodity Securities may only be redeemed by Authorised Participants, except where there are no Authorised Participants or as otherwise announced by the Issuer. All other investors must buy and sell Swiss Franc Currency-Hedged Commodity Securities on the SIX Swiss Exchange or any other exchange or market on which they are listed or traded. The procedures for applying for and redeeming Swiss Franc Currency-Hedged Commodity Securities are set out in this document.

An investment in Swiss Franc Currency-Hedged Commodity Securities involves a significant degree of risk. In addition to the other information contained in this document, the risk factors set out in the section headed "Risk Factors" herein should be carefully considered by prospective investors before deciding whether to invest in Swiss Franc Currency-Hedged Commodity Securities. While the Issuer believes that the risk factors described in the section headed "Risk Factors" are the material risk factors applicable to the Programme, none of the Issuer, the Authorised Participants, UBS, UBS Securities, MLI, BAC, CGML, CGMH or Bloomberg represents that such statements of the risks of holding Swiss Franc Currency-Hedged Commodity Securities are exhaustive. It should be remembered that the value of Swiss Franc Currency-Hedged Commodity Securities can go down as well as up.

The investments described in this document do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience in investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Jersey Financial Services Commission as suitable investments for any other type of investor.

Any individual intending to invest in any investment described in this document should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

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

The Issuer has included the information in Part 9 (*Particulars of the Commodity Contract Counterparties*) based upon information made available to it by CGML and MLI. The Issuer confirms that such information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by CGML, CGMH, BAC or MLI (as the case may be), no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has not made any independent verification of information contained in this Base Prospectus relating to the business and financial standing of CGML or any other member of the Citigroup Group or relating to the business and financial standing of MLI, BAC or any other member of the BAC Group. Save to the extent information is provided to the Issuer by CGML or MLI (as the case may be), the Issuer may not be in a position to update such information and accordingly does not represent that the information contained in this Base Prospectus relating to CGML and CGMH, and BAC and MLI, respectively is accurate as of any date subsequent to the date hereof. None of CGML, CGMH, BAC and MLI accepts any responsibility or liability to investors (a) for the information contained in this Base Prospectus or (b) for updating such information or makes any representation, warranty or undertaking, express or implied, with respect to such information.

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

Prohibited US Persons and Prohibited Benefit Plan Investors who notwithstanding the foregoing acquire Swiss Franc Currency-Hedged Commodity Securities should note the provisions in the Conditions under the heading "Compulsory Redemption by the Issuer or Trustee" (Condition 8) in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*).

A copy of this Base Prospectus has been delivered to the Registrar of Companies in Jersey in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002, and he has given, and has not withdrawn, his consent to its circulation. The Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958, as amended, to the issue of securities by the Issuer. The Jersey Financial Services Commission is protected by the Control of Borrowing (Jersey) Law, 1947, as amended, against liability arising from the discharge of its functions under that law. It must be distinctly understood that, in giving these consents, neither the Registrar of Companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions expressed, with regard to it.

Nothing in this document or anything communicated to holders or potential holders of Swiss Franc Currency-Hedged Commodity Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for Swiss Franc Currency-Hedged Commodity Securities or the exercise of any rights attached thereto for the purposes of the Financial Services (Jersey) Law 1998, as amended.

TABLE OF CONTENTS

SUMMARY

Swiss Commodity Securities Limited

Programme for the issue of

Swiss Franc Currency-Hedged Commodity Securities

Base Prospectus Summary

*This summary should be read as an introduction to the base prospectus (the "**Base Prospectus**") of Swiss Commodity Securities Limited dated 5 October 2017 and any decision to invest in Swiss Franc Currency-Hedged Commodity Securities should be based on consideration of the Base Prospectus as a whole by the investor.*

Swiss Commodity Securities Limited (the "**Issuer**") has established a programme under which Swiss Franc Currency-Hedged Commodity Securities may be issued. Swiss Franc Currency-Hedged Commodity Securities are designed to enable Swiss Franc investors to gain exposure to a total return from an investment in individual commodities or baskets of commodities priced in US Dollars and to hedge such exposure against exchange rate movements between the US Dollar and the Swiss Franc. However, no trading or management of futures contracts is required of the Issuer, as it purchases matching Commodity Contracts from Commodity Contract Counterparties up to but excluding the Effective Date (as defined below) UBS AG, London Branch ("**UBS**") and Merrill Lynch International ("**MLI**") and, with effect from the Effective Date up to but excluding the UBS Termination Date (as defined below), Citigroup Global Markets Limited ("CGML"), MLI and UBS and with effect from and including the UBS Termination Date, CGML and MLI. Investors can buy and sell securities through trading on the SIX Swiss Exchange (or other exchanges on which they are traded).

Bloomberg Commodity Indices – Daily Currency Hedged Versions

All Swiss Franc Currency-Hedged Commodity Securities are priced by reference to daily changes in the level of specified commodity indices (the "**Bloomberg Commodity Indices**" and each a "**Bloomberg Commodity Index**"). The Bloomberg Commodity Indices track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts. The Bloomberg Commodity Indices are calculated and published from time to time by Bloomberg in accordance with the Handbook.

The Commodity Indices are intended as benchmarks for Swiss Franc investors wishing to invest in the Bloomberg Commodity Index^{SM} and the Bloomberg Commodity Index 3 Month Forward^{SM} (which are calculated in US Dollars) for which the effects of foreign exchange risk are hedged. Each Commodity Index is calculated by reference to an Unhedged Commodity Index and provides a hedge against movements in the exchange rate between the US Dollar and the Swiss Franc which is rebalanced on a daily basis. The Bloomberg Commodity Indices – Daily Currency Hedged Versions do not provide a pure currency hedge or "quanto" (in which the value in the relevant currency would rise or fall in direct proportion to rises and falls in the value in US Dollars of an unhedged investment) as investors in the Commodity Indices will remain exposed to the effect of foreign exchange rate movements on any intra-day change in the value of the Corresponding Unhedged Commodity Index between rebalancings of the hedge position.

Prior to and including 30 June 2014, the Bloomberg Commodity Indices were calculated and published by CME Group Index Services LLC in connection with UBS Securities LLC and were known as the Dow Jones – UBS Commodity Indices^{SM}.

The futures contract prices used for the purposes of these indices (other than Cocoa, Lead, Platinum, Tin and Gas Oil) are used to construct the Bloomberg Commodity Index^{SM} or the Bloomberg Commodity Index 3 Month Forward^{SM}, widely followed indices designed to be liquid and diversified benchmarks for commodities investments. The Bloomberg Commodity Index^{SM} and various sub-indices have been published since July 1998 (with varying dates for the introduction of its various sub-indices) and the Unhedged Individual Commodity Indices (other than Cocoa, Lead, Platinum, Tin, Brent Crude and Gas

Oil) have been published since February 2006. The Unhedged Individual Commodity Indices for Cocoa, Lead, Platinum and Tin have been published since March 2008 and the Unhedged Individual Commodity Indices for Brent Crude and Gas Oil have been published since December 2011. All simulated historical data for the Bloomberg Commodity Index^{SM} has been calculated back to 1991. The Bloomberg Commodity Index 3 Month Forward^{SM} has been published since July 2006, with simulated historical data calculated back to 1991. The collateral return for Swiss Franc Currency-Hedged Commodity Securities will accrue daily as a capital adjustment in Swiss Francs which is capitalised into the Price of each Swiss Franc Currency-Hedged Commodity Security.

Each Unhedged Individual Commodity Index tracks a designated futures contract and is designed to reflect two components:

- the current market ("spot") price of the commodity determined from Settlement Prices; and
- the effect of backwardation or contango in the futures market on which it trades (in backwardation, the index may tend to rise over time as lower futures prices converge to higher spot prices; in contango the index may tend to fall over time, as higher futures prices converge to lower spot prices).

Indices of all the commodities included in the Bloomberg Commodity Index^{SM} and the Bloomberg Commodity Index 3 Month Forward^{SM} and a number of sub-indices thereof and indices in respect of Cocoa, Lead, Platinum, Tin and Gas Oil are also published. All are constructed using the same inputs as the relevant Unhedged Individual Commodity Indices. The weighting to be given to each commodity in the Bloomberg Commodity Index^{SM} and the Bloomberg Commodity Index 3 Month Forward^{SM} is determined and adjusted annually and the weightings for the sub-indices are adjusted accordingly.

The Issuer may, with the agreement of the Commodity Contract Counterparties, use different commodity indices to Price the Swiss Franc Currency-Hedged Commodity Securities.

Swiss Franc Currency-Hedged Commodity Securities

Swiss Franc Currency-Hedged Commodity Securities are financial instruments designed to track the price of commodity futures and give investors an exposure similar to that which could be achieved by managing a long fully cash collateralised unleveraged position in futures contracts of specific maturities, less applicable fees. However, unlike managing a futures position, Swiss Franc Currency-Hedged Commodity Securities involve no need to roll from one futures contract to another, no margin calls, and no brokerage or other costs in holding or rolling futures contracts (although Security Holders incur other costs in holding Swiss Franc Currency-Hedged Commodity Securities).

Swiss Franc Currency-Hedged Commodity Securities also aim to minimise the impact of exchange rate movements on a Swiss Franc investor's return by hedging on a daily basis the US Dollar price of the relevant commodity futures against exchange rate movements between the US Dollar and the Swiss Franc.

Swiss Franc Currency-Hedged Commodity Securities provide investors with a "total return", comprising a commodity "excess return" (spot price movement plus the roll yield from backwardation and/or contango in the relevant futures market when rolling) plus a daily adjustment to reflect a hedge against exchange rate movements and a collateral return in the form of a capital enhancement (which may be negative) in Swiss Francs.

Swiss Franc Currency-Hedged Commodity Securities are denominated in Swiss Francs.

Calculation of Prices

The Price for each class of Swiss Franc Currency-Hedged Commodity Security will track the daily change in the level of the relevant Commodity Index, before fees and adjustments and in the absence of Market Disruption Events.

A single Commodity Contract is equivalent in Price to a single Swiss Franc Currency-Hedged Commodity Security of the same class and when any Swiss Franc Currency-Hedged Commodity Securities of a particular class are issued an equivalent number of Commodity Contracts are created.

The Price for each class of Swiss Franc Currency-Hedged Commodity Security applies to issues and redemptions and is calculated as at the end of each Pricing Day and posted on the Issuer's website at http://www.etfsecurities.com/retail/uk/en-gb/pricing.aspx.

In certain circumstances Swiss Franc Currency-Hedged Commodity Securities may be compulsorily redeemed – see "Risk Factors".

Trading of Swiss Franc Currency-Hedged Commodity Securities

The Swiss Franc Currency-Hedged Commodity Securities were admitted to listing on the official list of the SIX Swiss Exchange on 22 January 2013 and to trading on the regulated market thereof on 22 January 2013.

Commodity Contracts

Swiss Franc Currency-Hedged Commodity Securities are backed by Commodity Contracts with terms corresponding to the terms of Swiss Franc Currency-Hedged Commodity Securities. Each time Swiss Franc Currency-Hedged Commodity Securities are issued or redeemed, matching Commodity Contracts between the Issuer and a Commodity Contract Counterparty are created or terminated by the Issuer.

The Issuer has entered into Facility Agreements with UBS and with MLI enabling the Issuer to create and terminate Commodity Contracts on a continuous basis. The payment obligations of MLI under its Facility Agreement are supported by a guarantee from Bank of America Corporation, granted in favour of the Issuer.

The Issuer announced on 3 July 2017 that it had entered into a new Facility Agreement (the "**CGML Facility Agreement**") with Citigroup Global Markets Limited ("**CGML**") dated 29 June 2017 and that by a notice dated 30 June 2017 it had exercised its rights under the UBS Facility Agreement to give not less than three months' notice of its intention to cancel all Commodity Contracts outstanding with UBS under the UBS Facility Agreement in respect of all classes of Commodity Contracts without redeeming the equivalent Swiss Franc Currency-Hedged Commodity Securities. The UBS Facility Agreement will terminate following such cancellation and the Issuer will notify Security Holders of such termination by Official Notice following settlement of all Commodity Contracts redeemed. The Issuer has agreed with CGML arrangements under which the Commodity Contracts with UBS will be effectively replaced by equivalent Commodity Contracts with CGML. The payment obligations of CGML under the CGML Facility Agreement are supported by a guarantee (the ("**Citigroup Guarantee**") from Citigroup Global Markets Holdings Inc. ("**CGMH**") granted in favour of the Issuer.

The Issuer will give notice to Security Holders by Official Notice on the website of the SIX Swiss Exchange of the date on which the CGML Facility Agreement will become effective (the "**Effective Date**").

At the date of this Base Prospectus and up to but excluding the Effective Date, the Commodity Contract Counterparties will be UBS and MLI. With effect from the Effective Date, up to but not including the UBS Termination Date, the Commodity Contract Counterparties will be MLI, CGML and UBS. With effect from (and including) the UBS Termination Date, the Commodity Contract Counterparties will be CGML and MLI.
The Issuer is a special purpose company whose only assets attributable to the Swiss Franc Currency-Hedged Commodity Securities are the Commodity Contracts and related contractual rights so the ability of the Issuer to meet its obligations under Swiss Franc Currency-Hedged Commodity Securities is dependent on its receipt of payments under Commodity Contracts or the realisation of Collateral provided under the relevant Security Agreement and Control Agreement.

The Issuer has entered into the MLI Security Agreement and the MLI Control Agreement with MLI and (until the UBS Termination Date) the UBS Security Agreement and the UBS Control Agreement with UBS, and (with effect from the Effective Date) the CGML Security Agreement and the CGML Control Agreement pursuant to which MLI, UBS (until the UBS Termination Date) and CGML (with effect from the Effective Date) (respectively) are required to transfer to its Collateral Account securities and obligations to the value of the Issuer's total exposure to UBS, MLI or CGML (as applicable) under the

Commodity Contracts between the Issuer and that Commodity Contract Counterparty at the close of business on the immediately preceding Business Day.

Under each Security Agreement and Control Agreement, in certain circumstances, the Issuer is entitled to take control of the relevant Collateral Account in order to foreclose against the Collateral posted thereunder to secure the present and future payment obligations of the relevant Commodity Contract Counterparty under its Facility Agreement with the Issuer.

Neither Swiss Franc Currency-Hedged Commodity Securities nor any payments in respect thereof are guaranteed by UBS, MLI, BAC, CGML or CGMH.

The Issuer may enter into other Facility Agreements with other Commodity Contract Counterparties. Until the UBS Termination Date, UBS will act as Calculation Agent under the UBS Facility Agreement and until the Effective Date, UBS will act as Calculation Agent under the MLI Facility Agreement. With effect from the Effective Date, MLI will act as Calculation Agent under the MLI Facility Agreement, the CGML Facility Agreement and every other Facility Agreement. **Other Facility Agreements may not be on the same terms as the UBS Facility Agreement, the MLI Facility Agreement or the CGML Facility Agreement.** It is not the Issuer's intention to enter into other Facility Agreements for the purpose of spreading counterparty risk.

The Issuer holds separate portfolios of assets for each class of Swiss Franc Currency-Hedged Commodity Security so that holders of a particular class of Swiss Franc Currency-Hedged Commodity Security will only have recourse to the security granted by the Issuer over the assets of the relevant class. These Portfolios are secured in favour of the Trustee on behalf of Security Holders of the relevant class.

Application and Redemption

Swiss Franc Currency-Hedged Commodity Securities may be applied for and redeemed on any Issuer Business Day, but the requisite application and redemption notices and orders may, other than in certain limited circumstances with respect to redemption notices, only be given by Authorised Participants. All other persons must buy and sell Swiss Franc Currency-Hedged Commodity Securities through trading on appropriate stock exchanges.

Pricing and Settlement

The amount payable on the issue and redemption of Swiss Franc Currency-Hedged Commodity Securities can be established in two different ways: Agreed Pricing and Settlement Pricing.

For Agreed Pricing, the amount payable is agreed between an Authorised Participant and a Commodity Contract Counterparty, and notified to the Issuer.

For Settlement Pricing, the amount payable will be equal to the Price of the relevant Swiss Franc Currency-Hedged Commodity Securities on the relevant Pricing Day converted into US Dollars at the Settlement Foreign Exchange Rate for the relevant Pricing Day.

A single Price is established for each Swiss Franc Currency-Hedged Commodity Security as at the end of each Pricing Day. An issue or a redemption of Swiss Franc Currency-Hedged Commodity Securities is priced on the day that a valid Application Form or Redemption Form is given, unless that day is not a Pricing Day for that class, in which case the arrangements described under the heading "Applications and Redemptions – Settlement Pricing" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*) of the Base Prospectus will apply.

Issues and redemptions which are fully priced on day T are settled on a T+2 basis (unless otherwise agreed). Settlement is effected on a delivery versus payment basis in CREST with funds being transferred directly in US Dollars between the bank accounts of the relevant Authorised Participant and Commodity Contract Counterparty.

The Issuer will decline Applications if it cannot create corresponding Commodity Contracts under a Facility Agreement.

Fees are payable by the Authorised Participants to the Issuer (in Sterling) upon the issue or redemption of Swiss Franc Currency-Hedged Commodity Securities.

Administration

ETFS Management Company (Jersey) Limited ("**ManJer**") supplies, or arranges the supply of, all management and administration services to the Issuer and pays all the management and administration costs of the Issuer, in return for which the Issuer pays ManJer a Management Fee currently equal to 0.49 per cent. per annum of the Price on that day of all Swiss Franc Currency-Hedged Commodity Securities outstanding.

The Commodity Contract Counterparties pay to the Issuer amounts equal to the Management Fee and a Licence Allowance, which is used to pay licence fees to Bloomberg due under the Licence Agreement, in respect of the Commodity Contracts to which each is party. The Licence Allowance is currently 0.05 per cent. per annum of the aggregate daily Price of all Swiss Franc Currency-Hedged Commodity Securities outstanding.

The rate of the Management Fee and the Licence Allowance is reflected in the adjustments to the Capital Adjustment each day.

Risk Factors

Past performance is not an indication of expected performance and the performance of Swiss Franc Currency-Hedged Commodity Securities could be volatile. An investment in Swiss Franc Currency-Hedged Commodity Securities involves a significant degree of risk. The following are some of the risks which should be carefully considered by prospective investors before deciding whether to invest in Swiss Franc Currency-Hedged Commodity Securities:

- Commodity prices generally and therefore the value of Swiss Franc Currency-Hedged Commodity Securities may fluctuate widely. As Swiss Franc Currency-Hedged Commodity Securities of each class are priced in Swiss Francs, their value in other currencies will also be affected by exchange rate movements.

- If the relevant part of a commodities futures curve is in contango, this could reduce the value of any Swiss Franc Currency-Hedged Commodity Security which includes such commodity.

- Commodity Indices incorporate a daily adjustment to reflect movements in the exchange rate between the US Dollar and the Swiss Franc which is made by rebalancing the notional hedge position on a daily basis. Such adjustment does not reflect a pure currency hedge or "quanto" as investors will remain exposed to exchange rate movements on any subsequent intra-day change in the value of the Corresponding Unhedged Commodity Index.

- Investors are dependent on there being Authorised Participants making a market in Swiss Franc Currency-Hedged Commodity Securities to minimise tracking error and provide investors with liquidity.

- The ability of the Issuer to pay on redemption of Swiss Franc Currency-Hedged Commodity Securities is wholly dependent on it receiving payment from a Commodity Contract Counterparty. No Commodity Contract Counterparty has guaranteed the performance of the Issuer's obligations and no holder has any direct rights of enforcement against any such person.

- The Commodity Contract Counterparties have agreed to provide collateral in respect of their respective obligations under the Commodity Contracts but in the event of realisation of the collateral in their Collateral Account, the value of the assets realised from such Collateral Account may be less than required to meet the total Redemption Amount due to Security Holders and any realisation of the collateral may take time.

- If a day is classified as a Market Disruption Day, this could result in no pricing of one or more classes of Swiss Franc Currency-Hedged Commodity Securities that day which will cause a delay in the application or redemption process (where settlement pricing is being used) which could adversely affect potential or existing Security Holders, and may result in the Price of a Swiss Franc Currency-

Hedged Commodity Security not moving (before fees and expenses) precisely in line with the relevant Commodity Index.

- There are certain circumstances in which an early redemption of Swiss Franc Currency-Hedged Commodity Securities may be imposed on investors, which may result in an investment in Swiss Franc Currency-Hedged Commodity Securities being redeemed earlier than desired.

- The Swiss Franc Currency-Hedged Commodity Securities may be held in Uncertificated Form in accordance with the Regulations and the Issuer is a participating issuer in CREST so that settlement of transactions in the Swiss Franc Currency-Hedged Commodity Securities in Uncertificated Form may take place within the CREST system. In Switzerland, all Swiss Franc Currency-Hedged Commodity Securities will be settled through SIX SIS SA. As such, investors will have to rely on the CREST and SIX SIS SA rules and procedures governing their operations. The Issuer will not be responsible for any delay in settlement of the Swiss Franc Currency-Hedged Commodity Securities by factors outside the Issuer's controls, for example disruption on relevant CREST and SIX SIS SA settlement systems.

See "Risk Factors" in the Base Prospectus.

Security Arrangements

Swiss Franc Currency-Hedged Commodity Securities constitute limited recourse obligations of the Issuer. All rights of the Issuer in relation to the Facility Agreements, the Commodity Contracts, the Security Agreements and the Control Agreements, to the extent applicable to each Portfolio, are the subject of security granted by the Issuer in favour of the Trustee under the Security Deed.

RISK FACTORS

An investment in Swiss Franc Currency-Hedged Commodity Securities involves a significant degree of risk. Prior to making an investment decision, prospective subscribers or purchasers should carefully read the entire Base Prospectus. In addition to the other information contained in this document, the following risk factors, which constitute all of the principal risks known to the Issuer, should be carefully considered by prospective investors before deciding whether to invest in Swiss Franc Currency-Hedged Commodity Securities. A Security Holder may lose some or all the value of their entire investment or part of it in Swiss Franc Currency-Hedged Commodity Securities for reasons other than those set out below (for example, reasons not currently considered by the Issuer to be material or based on circumstances or facts of which the Issuer is not currently aware).

Investment Risk Factor

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

Swiss Franc Currency-Hedged Commodity Security Risk Factors

Commodity Prices

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

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

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

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

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

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

Currency Hedging

Swiss Franc Currency-Hedged Commodity Securities are priced off Commodity Indices which are intended as benchmarks for Swiss Franc investors wishing to invest in the Bloomberg Commodity Index^{SM} or Bloomberg Commodity Index 3 Month Forward^{SM} (which are calculated in US Dollars) for which the effects of foreign exchange risk are hedged.

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

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

Roll-Yield

Each Unhedged Individual Commodity Index is priced off a futures contract of specific maturity which, as it nears expiry, needs to be replaced with a later dated contract in a process known as “rolling”. As the exchange-traded futures contracts that comprise the Unhedged Individual Commodity Index approach expiration, they are sold prior to their expiry date and similar contracts that have a later expiry date are purchased. Thus, for example, a futures contract purchased and held in August may specify an October expiration. As time passes, the contract expiring in October may be replaced by a contract for delivery in December. Any difference between the price for the nearer month delivery contract and the price for the distant month contract is known as a ‘roll-yield’ and this can be either a positive amount or a negative amount. If the market for these contracts is (putting aside other considerations) in “backwardation”, which means that the prices are lower in the distant delivery months than in the nearer delivery months, the sale of the October contract would take place at a price that is higher than the price of the December contract, thereby creating a “roll yield” which tends to be positive for the relevant Unhedged Individual Commodity Index. While some of the contracts included in the Bloomberg Commodity Index^{SM} have historically exhibited consistent periods of backwardation, backwardation may not exist at all times.

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

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

Longer Dated Commodity Securities

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

Change of Commodity Index

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

Tracking Error and Liquidity Risk

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

Although UBS (up to the UBS Termination Date) and MLI (up to the Effective Date) and MLI and CGML (with effect from the Effective Date) have each agreed to supply Commodity Contracts up to an Aggregate Outstanding Contracts Price of US$1,000,000,000, if demand for Swiss Franc Currency-Hedged Commodity Securities exceeds these amounts and the Issuer is not able to create more Commodity Contracts, or if the demand for issue of Swiss Franc Currency-Hedged Commodity Securities exceeds the daily restrictions, then Swiss Franc Currency-Hedged Commodity Securities may trade at a premium to their underlying value (the Price). Investors who pay a premium risk losing the premium if demand for Swiss Franc Currency-Hedged Commodity Securities abates or the Issuer is able to source more Commodity Contracts. Swiss Franc Currency-Hedged Commodity Securities could trade at a discount to the Price if the Issuer has received redemption requests in excess of the Redemption Limit (which is a daily limit).

The Swiss Franc Currency-Hedged Commodity Securities of each type were first issued pursuant to a base prospectus dated 15 January 2013. There can be no assurance as to the depth of the secondary market (if any) in Swiss Franc Currency-Hedged Commodity Securities, which will affect their liquidity and market price.

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

General Market Risk

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

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

Operational Risk Factors

Exchange Limits

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

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

UBS and MLI (or an Affiliate) (up to but excluding the Effective Date), MLI, CGML and UBS (with effect from the Effective Date up to but excluding the UBS Termination Date) and MLI and CGML (with effect from the UBS Termination Date) are each parties to facility agreements with ETFS Commodity Securities Limited and ETFS Hedged Commodity Securities Limited, each an Affiliate of the Issuer, in relation to securities tracking Unhedged Commodity Indices and their exposures under those and any other similar agreements, and their hedging activities in connection with those exposures, may affect their abilities to create Commodity Contracts under the Facility Agreements.

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

Other Legal Risks

Counterparty Credit Risk and Default

The value of Swiss Franc Currency-Hedged Commodity Securities and the ability of the Issuer to pay the Redemption Amount is dependent on the receipt of such amount from a Commodity Contract Counterparty, and may be affected by the deterioration of the credit and/or a downgrade in the credit rating of the Commodity Contract Counterparties (or any of them). Such deterioration/downgrade in the credit or credit rating of the Commodity Contract Counterparties (or any of them) could cause Swiss Franc Currency-Hedged Commodity Securities to trade at a discount to the Price.

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

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

If at any given time there are two or more Commodity Contract Counterparties and one of them, the Lower Credit, has its credit rating downgraded or has defaulted on its obligations to redeem Commodity Contracts, then, under the Portfolio splitting mechanism discussed under the heading "Consolidation and Division of Swiss Franc Currency-Hedged Commodity Securities" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*), the Issuer can separate out the Lower Credit by issuing to the relevant Security Holders new Swiss Franc Currency-Hedged Commodity Securities supported only by the Commodity Contracts of the Lower Credit. There can be no assurance that the Issuer will be able to redeem such new Swiss Franc Currency-Hedged Commodity Securities at their Price or even at all, and such new Swiss Franc Currency-Hedged Commodity Securities may not be admitted to trading on any exchange. Accordingly, a Security Holder could end up holding new Swiss Franc Currency-Hedged Commodity Securities that they are unable to sell and which may have limited or no value. If the Issuer is considering exercising its power to implement a Portfolio split it will not be required to have regard to any proposed but not yet implemented Portfolio split when allocating Commodity Contracts to one or more of the Commodity Contract Counterparties. Accordingly, shortly after receiving its Swiss Franc Currency-Hedged Commodity Securities a Security Holder could be treated as owning Swiss Franc Currency-Hedged Commodity Securities attributable to the Lower Credit which may affect the ability of such Security Holder to redeem those Swiss Franc Currency-Hedged Commodity Securities. In circumstances where the Issuer is considering exercising its power to implement a Portfolio split in respect of a particular Portfolio it may, upon notice to Security Holders, suspend the right to Redeem the Swiss Franc Currency-Hedged Commodity Securities of the class or classes attributable to such Portfolio. Accordingly, a Security Holder may be unable to sell those Swiss Franc Currency-Hedged Commodity Securities and such securities may have limited or no value during the period of such suspension.

In the event that the Issuer determines to divide a Portfolio as referred to above and in accordance with Condition 18.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Portfolio to which following the division are attributable Commodity Contracts with the Commodity Contract Counterparty to which the corresponding Commodity Contract Termination had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Swiss Franc Currency-Hedged Commodity Securities attributable to a single Portfolio rather than both Portfolios as described under the heading "Consolidation and Division of Swiss Franc Currency-Hedged Commodity Securities" in Part 3 (*Description of Swiss Franc Currency-Hedged*

Commodity Securities), and this could be the Portfolio to which Commodity Contracts with the Lower Credit are transferred.

Realisation of Collateral

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

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

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

Prior Security and Subordination Covenant

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

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

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

Enforcement by the Trustee

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

EU Bank Recovery and Resolution Directive

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

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

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

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

As MLI and CGML are both UK financial institutions, they are subject to BRRD. BRRD applies automatically in the case of agreements governed by any European Economic Area law (such as the

Facility Agreements and the Commodity Contracts). Institutions are required by BRRD to ensure that agreements governed by other laws include a term under which the creditor of the institution covered by BRRD recognises the liability may be subject to the exercise of write-down and conversion powers. As the MLI Security Agreement, the MLI Control Agreement, the CGML Security Agreement and the CGML Control Agreement are each governed by New York law, they include (or separately incorporate) such acknowledgments.

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

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

Commodity Contract Counterparty Withholding

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

Activities of Bloomberg, Commodity Contract Counterparties and Authorised Participants

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

These activities could give rise to conflicts of interest which are adverse to the interests of Security Holders and could have a negative impact on the Price of Swiss Franc Currency-Hedged Commodity Securities and could result in a loss to Security Holders. For example, a market maker in a financial instrument linked to the performance of the Bloomberg Commodity Index^{SM} or related indices may expect to hedge some or all of its position in that financial instrument. Purchase (or selling) activity in the underlying Unhedged Commodity Indices components in order to hedge the market maker's position in the financial instrument may affect the market price of the futures contracts upon which the Unhedged Commodity Indices are based, which in turn would affect the value of those indices, the Commodity Indices and thus the Swiss Franc Currency-Hedged Commodity Securities.

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

Commodity Market Disruption

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

No Regulation of the Issuer

The Issuer is not required to be licensed, registered or authorised under any current securities, commodities or banking laws of its jurisdiction of incorporation and will operate without supervision by any authority in any jurisdiction. There can be no assurance, however, that regulatory authorities in one or more other jurisdictions will not determine that the Issuer is required to be licensed, registered or authorised under the securities, commodities or banking laws of that jurisdiction or that legal or regulatory requirements with respect thereto will not change in the future. Any such requirement or change could have an adverse impact on the Issuer or the holders of Swiss Franc Currency-Hedged Commodity Securities.

Collective Investment Scheme

The Swiss Franc Currency-Hedged Commodity Securities are debt securities with a minimum repayment amount and do not take the form of a collective investment scheme or fund. The Swiss Franc Currency-Hedged Commodity Securities described in this document are not units in an authorised collective investment scheme for the purposes of the Financial Services and Markets Act 2000 ("**FSMA**") and do not constitute a collective investment fund for the purposes of the Collective

Investment Funds (Jersey) Law 1988. The Jersey Financial Services Commission makes no representation or warranty that the Swiss Franc Currency-Hedged Commodity Securities are a suitable investment for any particular investor.

There can be no assurance that the courts or regulatory authorities in any jurisdiction would not recharacterise the Swiss Franc Currency-Hedged Commodity Securities as units in a collective investment scheme or a fund and any such recharacterisation may have adverse consequences (including, without limitation, adverse tax consequences) for an investor and may result in a delisting of some or all classes of the Swiss Franc Currency-Hedged Commodity Securities in accordance with the rules of the SIX Swiss Exchange. This in turn may result in the inability to apply for and redeem Swiss Franc Currency-Hedged Commodity Securities and/or disruption to the pricing thereof.

Prospective investors should consult their professional advisers on the implications, and in particular the tax implications, of investment in the Swiss Franc Currency-Hedged Commodity Securities and any recharacterisation of the Swiss Franc Currency-Hedged Commodity Securities.

Swiss Regulatory Risk

The Swiss Franc Currency-Hedged Commodity Securities are not shares or units in collective investment schemes under the CISA and are not approved by, or subject to the supervision of, the Swiss Financial Market Supervisory Authority (FINMA). Following the listing of the Swiss Franc Currency-Hedged Commodity Securities on 22 January 2013, the revised CISA entered into effect on 1 March 2013, which provided, *inter alia*, a new definition of structured products. The new rules provide new requirements as regards the equivalency of sureties of structured products issued by special purpose vehicles. While the Issuer believes that these new rules do not affect the Swiss Franc Currency-Hedged Commodity Securities, because they were listed before the entry into force of the revised, CISA, no assurance can be given that the Swiss Franc Currency-Hedged Commodity Securities will remain unsupervised by FINMA. Any such recharacterisation may have adverse consequences including, without limitation, the limitation of an offer of the Swiss Franc Currency-Hedged Commodity Securities to qualified investors as defined under the CISA and may result in a delisting of some or all classes of the Swiss Franc Currency-Hedged Commodity Securities in accordance with the rules of the SIX Swiss Exchange. This in turn may result in the inability to apply for and redeem Swiss Franc Currency-Hedged Commodity Securities and/or disruption to the pricing thereof.

Only Authorised Participants May Apply for or Redeem Swiss Franc Currency-Hedged Commodity Securities

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

Under the Facility Agreements each Commodity Contract Counterparty has the right to give notice (with immediate or delayed effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if the Commodity Contract Counterparty deems such person to be unacceptable to it as an Authorised Participant for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants, with the result that no Swiss Franc Currency-Hedged Commodity Securities could be created. In such event it may also be difficult or impossible to sell Swiss Franc Currency-Hedged Commodity Securities on the SIX Swiss Exchange or other exchanges at a price close to the Price therefor or within a reasonable time period, although Security Holders will be entitled to redeem their Swiss Franc Currency-Hedged Commodity Securities. In order to exercise this right Security Holders will need to transfer their Swiss Franc Currency-Hedged Commodity Securities to the Issuer in CREST and it will be the responsibility of Security Holders to ensure that any time limits with regards transfers in CREST are complied with and to give any necessary instructions through SIX SIS SA for such transfer to be effected.

Early Redemption of Swiss Franc Currency-Hedged Commodity Securities

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

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

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

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

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

The UBS Facility Agreement will terminate on the UBS Termination Date. MLI has only agreed to provide Commodity Contracts to the Issuer for ten years from 11 January 2013 and CGML has only agreed to provide Commodity Contracts to the Issuer for ten years from the Effective Date (although each Commodity Contract Counterparty may terminate its Facility Agreement on three months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Swiss Franc Currency-Hedged Commodity Securities. The Issuer has agreed with CGML arrangements under which the Commodity Contracts with UBS will be effectively replaced by equivalent Commodity Contracts with CGML.

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

Exchange Rate Risk

Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a specified currency. Even if there are no actual exchange controls, it is possible that a currency may become unavailable. Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by a devaluation or revaluation of a currency. Such actions or events if affecting Swiss Francs may have an adverse effect on the performance of the Commodity Indices and, consequently, on the Price or availability of Swiss Franc Currency-Hedged Commodity Securities. On 6 September 2011 the Swiss National Bank announced that it would no longer tolerate a Euro/CHF exchange rate below the minimum rate of CHF 1.20, that it would enforce this minimum rate with the utmost determination and that it was prepared to buy foreign currency in unlimited quantities. Accordingly events affecting the Euro may also affect Swiss Francs and any change in the policy of the Swiss National Bank may also affect the value of the Swiss Franc.

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

It is also possible that as a result of restrictions on holding Swiss Francs or exchanging Swiss Francs for US Dollars (or *vice versa*) a Commodity Contract Counterparty may be unable to create or cancel Commodity Contracts resulting in such an event being classified as a FX Restriction Event.

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

No Recourse Except to the Issuer and the Secured Property

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

If the net proceeds of realisation of the Secured Property in respect of a particular Portfolio, following enforcement of the Security Deed applicable to that Portfolio, are less than the aggregate amount payable in such circumstances by the Issuer in respect of Swiss Franc Currency-Hedged Commodity Securities of that class, the obligations of the Issuer in respect of such Swiss Franc Currency-Hedged Commodity Securities will be limited to the net proceeds of realisation of that Secured Property. In such circumstances the assets (if any) of the Issuer other than those attributable to the relevant Portfolio will not be available for payment of such shortfall, the rights of the relevant Security Holders to receive any further amounts in respect of such obligations shall be extinguished and none of the Security Holders or the Trustee may take any further action to recover such amounts.

Any claims made against the Issuer will be satisfied in order of the priority of payments in accordance with the Trust Instrument, further details of which are set out in Condition 16 (*Application of Moneys*) in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*).

No Guarantee

No member of the UBS Group, the BAC Group or the Citigroup Group or any other person has guaranteed the performance of the Issuer's obligations, and no Security Holder has any direct rights of enforcement against any such person. However, the Trustee on behalf of the Security Holders may enforce the rights of the Issuer under the Commodity Contracts, the Facility Agreements, the Security Agreements and the Control Agreements.

Limited Enforcement Rights

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

(a) by a Security Holder to whom a Defaulted Obligation is owed; or

(b) if an Issuer Insolvency Event or Counterparty Event of Default has occurred and is continuing,

(i) in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the Swiss Franc Currency-Hedged Commodity Securities (as a whole) then outstanding; or

(ii) by an Extraordinary Resolution,

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

Recognition of Security in other Jurisdictions

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

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

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

Insolvency

Notwithstanding the provisions of Condition 16, should the Issuer have outstanding liabilities to third parties which it is unable to discharge or should these provisions be found to be non-enforceable in a particular jurisdiction and as a result the Issuer becomes or is declared insolvent according to the law of any country having jurisdiction over it or any of its assets, the insolvency laws of that country may determine the validity of the claims of Security Holders and may prevent Security Holders from enforcing their rights or delay such enforcement. In particular, depending on the jurisdiction concerned and the nature of the assets and security, the Security created in favour of the Trustee may be set aside or ranked behind certain other creditors and the assets subject to such security may be transferred to another person free of such Security. In addition, certain jurisdictions have procedures designed to facilitate the survival of companies in financial difficulties. In such jurisdictions the rights of the Trustee to enforce the Security may be limited or delayed by such procedures.

Index Calculations by Bloomberg

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

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

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

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

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

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

EU Benchmarks Regulation

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

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

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

Calculation Agent Conflicts of Interest

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

Change to Designated Contracts and/or Roll Period

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

Changes to Pricing Provisions

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

Settlement

The Swiss Franc Currency-Hedged Commodity Securities may be held in Uncertificated Form in accordance with the Regulations and the Issuer is a participating issuer in CREST so that settlement of transactions in the Swiss Franc Currency-Hedged Commodity Securities in Uncertificated Form may take place within the CREST system. In Switzerland, all Swiss Franc Currency-Hedged Commodity Securities will be settled through SIX SIS SA. As such, investors will have to rely on the CREST and SIX SIS SA rules and procedures governing their operations. The Issuer will not be responsible for any delay in settlement of the Swiss Franc Currency-Hedged Commodity Securities by factors outside the Issuer's controls, for example disruption on relevant CREST and SIX SIS SA settlement systems.

Investors in Swiss Franc Currency-Hedged Commodity Securities held through SIX SIS SA will not be registered holders of those Commodity Securities and will have no direct rights against the Issuer. Such Investors will not have a direct right to vote in respect of the relevant Commodity Securities and will be permitted to act in relation to meetings of Security Holders only to the extent they are enabled by SIX SIS SA to appoint appropriate proxies.

It will be the responsibility of investors to ensure that any time limits with regards transfers in CREST are complied with and to give any necessary instructions through SIX SIS SA for the exercise of any rights (including voting rights) attached to the Swiss Franc Currency-Hedged Commodity Securities.

Financial transaction tax

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

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

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

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

Organisation for Economic Co-operation and Development ("OECD") Common Reporting Standard

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

Undertakings for Collective Investment in Transferable Securities (UCITS)

Prospective investors which are UCITS, i.e. which comprise a scheme which is an undertaking for collective investment in transferable securities subject to the Council Directive of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (No 85/611/EEC) (the "UCITS Directive"), as amended, need to satisfy themselves that an investment in the Swiss Franc Currency-Hedged Commodity Securities would comply with any regulations and/or guidelines applicable to them pursuant to the UCITS Directive and any laws, regulations or guidelines of their jurisdiction of incorporation and would be in line with their individual investment objectives. Failure to comply with such restrictions may cause a UCITS, which is a Security Holder, to be in breach of its compliance obligations under the UCITS Directive, laws of its jurisdiction of incorporation or investment objectives and policies, and therefore to be exposed to regulation sanctions under its national regime.

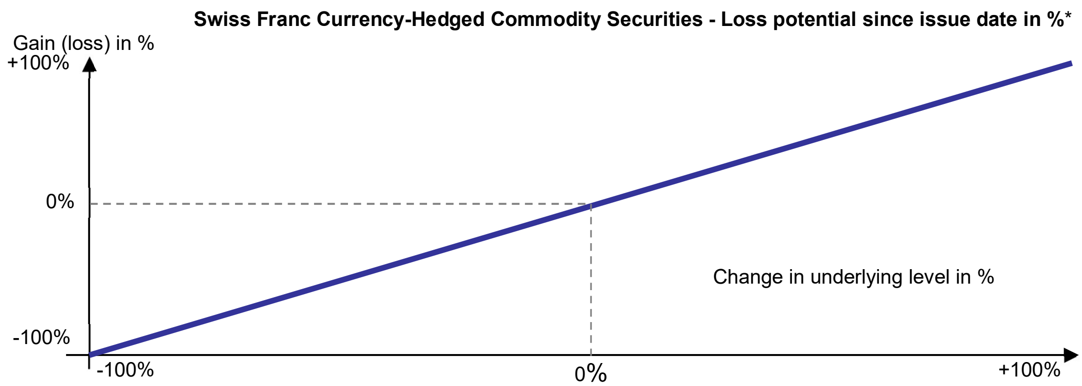
Changes in Regulation

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

An investment in Swiss Franc Currency-Hedged Commodity Securities involves a significant degree of risk. While the Issuer believes that the risk factors described above are the material risk factors applicable to the Programme, none of the Issuer, the Authorised Participants, UBS, UBS Securities, MLI, BAC, CGML, CGMH or Bloomberg represents that such statements of the risks of holding Swiss Franc Currency-Hedged Commodity Securities are exhaustive or (other than the Issuer) makes any representation whatsoever in respect of such statements. It should

be remembered that the value of Swiss Franc Currency-Hedged Commodity Securities can go down as well as up.

In addition to the above description of the risks attached to investing in the Swiss Franc Currency-Hedged Commodity Securities, the following diagram illustrates the loss potential:



*this illustration does not account of fees or any other costs borne by investors, nor does it take account of the effect of the Capital Adjustment

The diagram shows that, ignoring the effect of fees and other costs borne by investors and the Capital Adjustment and in the absence of Market Disruption Events, the price of the Swiss Franc Currency Hedged Commodity Securities of each class tracks (upwards and downwards) in direct proportion the daily change in the level of the Commodity Index to which they relate.

IMPORTANT INFORMATION

"Bloomberg®" and "Bloomberg Commodity Index^{SM}" are trademarks or service marks of Bloomberg Finance L.P. and have been licenced for use for certain purposes by the Issuer. Neither Bloomberg nor UBS Securities are affiliated with the Issuer and Bloomberg and UBS Securities do not approve, endorse, review or recommend the Swiss Franc Currency-Hedged Commodity Securities. Neither Bloomberg nor UBS Securities guarantees the timeliness, accuracy or completeness of any data or information relating to the Bloomberg Commodity Indices.

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

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

BFIX Rates are provided by Bloomberg. Bloomberg shall not be liable for any errors in or delays in providing or making available the data contained within this service or for any actions taken in reliance on the same, except to the extent that the same is directly caused by its or its employees' negligence.

Security Holders should note that the collateral provided by UBS will only support Commodity Contracts with UBS, the collateral provided by MLI will only support Commodity Contracts with MLI and the collateral provided by CGML will only support Commodity Contracts with CGML, and none of UBS, MLI or CGML will secure the obligations to the Issuer of the other.

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

This Base Prospectus contains particulars for the purpose of giving information with regard to the Issuer and the issue of the Swiss Franc Currency-Hedged Commodity Securities as required by Swiss listing rules and the SIX Swiss Exchange regulation.

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Swiss Franc Currency-Hedged Commodity Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or a Commodity Contract Counterparty or any Authorised Participant. Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or that there has been no adverse change in the financial position of the Issuer since the date hereof or that any other information supplied in connection with the issue of Swiss Franc Currency-Hedged Commodity Securities is correct as of any time subsequent to the date hereof.

Neither this Base Prospectus nor any Pricing Supplement constitutes an offer or an invitation to subscribe for or purchase Swiss Franc Currency-Hedged Commodity Securities or any other securities issued by the Issuer and should not be considered as a recommendation by the Issuer, the Authorised Participants, Bloomberg, UBS Securities, UBS, MLI, BAC, CGML or CGMH or any of them that any recipient of this Base Prospectus or any Pricing Supplement should subscribe for or purchase Swiss Franc Currency-Hedged Commodity Securities. Each person contemplating making an investment in Swiss Franc Currency-Hedged Commodity Securities must make its own investigation and analysis of the creditworthiness of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment, and it is advisable that such persons obtain their own independent accounting, tax and legal advice and consult their own professional investment advisers to ascertain the suitability of Swiss Franc Currency-Hedged Commodity Securities as an investment, and conduct such independent investigation and analysis regarding the risks, security arrangements and cash-flows associated with Swiss Franc Currency-Hedged Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Swiss Franc Currency-Hedged Commodity Securities. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in Swiss Franc Currency-Hedged Commodity Securities should consult its independent professional advisers.

The distribution of the Base Prospectus and the offering, sale and delivery of Swiss Franc Currency-Hedged Commodity Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers and sales of Swiss Franc Currency-Hedged Commodity Securities and on the distribution of this Base Prospectus, see paragraphs 3 and 14 of Part 10 (*Additional Information*).

Swiss Listing Prospectus

This Base Prospectus together with the relevant Pricing Supplement issued for each class of Swiss Franc Currency-Hedged Commodity Securities constitutes the Swiss Listing Prospectus according to Article 16 para. 3 of the Additional Rules for the listing of Exchange Traded Products of the SIX Swiss Exchange.

Notice to Investors

The Swiss Franc Currency-Hedged Commodity Securities are issued under the Programme. The particulars set out in each relevant Pricing Supplement of the Swiss Franc Currency-Hedged Commodity Securities must be read in conjunction with, until the Effective Date, the Conditions of the Swiss Franc Currency-Hedged Commodity Securities set forth in the 2014 Base Prospectus and, with effect from the Effective Date, the Conditions of the Swiss Franc Currency-Hedged Commodity Securities set forth in this Base Prospectus.

The financial institutions involved in the issuance and offering of these Swiss Franc Currency-Hedged Commodity Securities, directly or indirectly have participated, or may participate, in financing transactions and/or banking business with the Issuer, which are not disclosed herein.

Investors are advised to familiarise themselves with the entire content of the Swiss Listing Prospectus.

CLASSES OF SWISS FRANC CURRENCY-HEDGED COMMODITY SECURITIES

The following are the classes of Swiss Franc Currency-Hedged Commodity Securities initially available for issue:

Swiss Franc Classic Individual Securities	**SIX ticker/ symbol**	**Swiss Franc Longer Dated Individual Securities**	**SIX ticker/ symbol**
Swiss Franc Daily Hedged Aluminium	CALU	Swiss Franc Daily Hedged Longer Dated Aluminium	CFAL
Swiss Franc Daily Hedged Brent Crude	CBRT	Swiss Franc Daily Hedged Longer Dated Brent Crude	CFBR
Swiss Franc Daily Hedged Cocoa	CCOC	Swiss Franc Daily Hedged Longer Dated Cocoa	CFOC
Swiss Franc Daily Hedged Coffee	CCOF	Swiss Franc Daily Hedged Longer Dated Coffee	CFCF
Swiss Franc Daily Hedged Copper	CCPP	Swiss Franc Daily Hedged Longer Dated Copper	CFCP
Swiss Franc Daily Hedged Corn	CCOR	Swiss Franc Daily Hedged Longer Dated Corn	CFCR
Swiss Franc Daily Hedged Cotton	CCTN	Swiss Franc Daily Hedged Longer Dated Cotton	CFCT
Swiss Franc Daily Hedged Gas Oil	CGOS	Swiss Franc Daily Hedged Longer Dated Gas Oil	CFGO
Swiss Franc Daily Hedged Gasoline	CGSL	Swiss Franc Daily Hedged Longer Dated Gasoline	CFGS
Swiss Franc Daily Hedged Gold	CBUL	Swiss Franc Daily Hedged Longer Dated Gold	CFGD
Swiss Franc Daily Hedged Heating Oil	CHTO	Swiss Franc Daily Hedged Longer Dated Heating Oil	CFHO
Swiss Franc Daily Hedged Kansas Wheat	CKWT	Swiss Franc Daily Hedged Longer Dated Kansas Wheat	CFKW
Swiss Franc Daily Hedged Lead	CLEA	Swiss Franc Daily Hedged Longer Dated Lead	CFLA
Swiss Franc Daily Hedged Lean Hogs	CLHG	Swiss Franc Daily Hedged Longer Dated Lean Hogs	CFLH
Swiss Franc Daily Hedged Live Cattle	CCTL	Swiss Franc Daily Hedged Longer Dated Live Cattle	CFLC
Swiss Franc Daily Hedged Natural Gas	CNGA	Swiss Franc Daily Hedged Longer Dated Natural Gas	CFNG
Swiss Franc Daily Hedged Nickel	CNIK	Swiss Franc Daily Hedged Longer Dated Nickel	CFNK
Swiss Franc Daily Hedged Platinum	CPLT	Swiss Franc Daily Hedged Longer Dated Platinum	CFPL
Swiss Franc Daily Hedged Silver	CSVR	Swiss Franc Daily Hedged Longer Dated Silver	CFSV
Swiss Franc Daily Hedged Soybean Meal	CSOM	Swiss Franc Daily Hedged Longer Dated Soybean Meal	CFSM
Swiss Franc Daily Hedged Soybean Oil	CSOO	Swiss Franc Daily Hedged Longer Dated Soybean Oil	CFSO
Swiss Franc Daily Hedged Soybeans	CSOY	Swiss Franc Daily Hedged Longer Dated Soybeans	CFSB
Swiss Franc Daily Hedged Sugar	CSUG	Swiss Franc Daily Hedged Longer Dated Sugar	CFSG
Swiss Franc Daily Hedged Tin	CTIN	Swiss Franc Daily Hedged Longer Dated Tin	CFTN
Swiss Franc Daily Hedged Wheat	CWAT	Swiss Franc Daily Hedged Longer Dated Wheat	CFWT
Swiss Franc Daily Hedged WTI Crude Oil	CCRD	Swiss Franc Daily Hedged Longer Dated WTI Crude Oil	CFCD
Swiss Franc Daily Hedged Zinc	CZNC	Swiss Franc Daily Hedged Longer Dated Zinc	CFZC

Swiss Franc Classic Index Securities	**SIX ticker/ symbol**	**Swiss Franc Longer Dated Index Securities**	**SIX ticker/ symbol**
Swiss Franc Daily Hedged All Commodities	CALL	Swiss Franc Daily Hedged Longer Dated All Commodities	CFCM
Swiss Franc Daily Hedged Energy	CEGY	Swiss Franc Daily Hedged Longer Dated Energy	CFEN
Swiss Franc Daily Hedged Petroleum	CPTL	Swiss Franc Daily Hedged Longer Dated Petroleum	CFPT
Swiss Franc Daily Hedged Ex-Energy	CEXE	Swiss Franc Daily Hedged Longer Dated Ex-Energy	CFEX
Swiss Franc Daily Hedged Precious Metals	CPMT	Swiss Franc Daily Hedged Longer Dated Precious Metals	CFPM
Swiss Franc Daily Hedged Industrial Metals	CIMT	Swiss Franc Daily Hedged Longer Dated Industrial Metals	CFIM
Swiss Franc Daily Hedged Agriculture	CAGT	Swiss Franc Daily Hedged Longer Dated Agriculture	CFAG
Swiss Franc Daily Hedged Softs	CSFT	Swiss Franc Daily Hedged Longer Dated Softs	CFST
Swiss Franc Daily Hedged Livestock	CLVT	Swiss Franc Daily Hedged Longer Dated Livestock	CFLS
Swiss Franc Daily Hedged Grains	CGRN	Swiss Franc Daily Hedged Longer Dated Grains	CFGR

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

DEFINITIONS AND INTERPRETATION

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

"2014 Base Prospectus"	means the base prospectus of the Issuer relating to the Programme dated 27 June 2014
"**Acceptable Credit Rating**"	means a long term senior debt credit rating of at least BBB+ from S&P and of at least Baa1 from Moody's
"**Administration Agreement**"	means the Administration Agreement dated 15 January 2013 between R&H Fund Services (Jersey) Limited and the Issuer providing for certain administration, company secretarial and registrar services to be provided by R&H Fund Services (Jersey) Limited to the Issuer
"**Affiliate**"	means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, "**control**" of any entity or person means ownership of a majority of the voting power of the entity or person
"**Aggregate Outstanding Contracts Price**"	means in respect of any day and a Commodity Contract Counterparty the US Dollar Equivalent of the sum of the Price on that day of each and every Commodity Contract then in existence with that Commodity Contract Counterparty (including Commodity Contracts in respect of which a Creation Notice has been given on or prior to that day and which have not been issued or cancelled, but excluding Commodity Contracts in respect of which a valid Cancellation Notice has been given on or before that day)
"**Agreed Pricing**"	has the meaning given in Condition 7.1(b)
"**Agreed Redemption Form**"	means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Commodity Securities using Agreed Pricing
"**Applicant**"	means an Authorised Participant who makes an Application for Commodity Securities
"**Application**"	means an offer by an Applicant to the Issuer to subscribe for Commodity Securities, being an offer on terms referred to in an Application Form and this document and in accordance with the provisions of the relevant Authorised Participant Agreement
"**Application Fee**"	means the fee payable by an Applicant to the Issuer in respect of the issue of Commodity Securities
"**Application Form**"	means the application form to be used in connection with the Programme
"**Application Moneys**"	means, for an Application, all moneys paid or to be paid to or to the order of the Issuer by the Applicant in respect of the Application

"**Authorised Participant**"	means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, **provided that** no person shall be an Authorised Participant unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and **provided further that** a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another
"**Authorised Participant Agreement**"	means a written agreement between the Issuer and another person under which such person is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied
"**Authorised Person**"	means a person who is authorised for the purposes of the FSMA
"**BAC**"	means Bank of America Corporation, a corporation established under the laws of the State of Delaware, United States, and whose principal executive offices are at 100 North Tryon Street, Charlotte, NC 28255, United States
"**BAC Group**"	means BAC and its Affiliates, and includes MLI
"**BAC Guarantee**"	means the guarantee dated 11 January 2013 given by BAC to the Issuer in support of MLI's payment obligations under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement
"**Base Prospectus**"	means this base prospectus of the Issuer
"**BFIX Rate**"	in relation to any day, means the BFIX rate for Swiss Francs for that day available on the Bloomberg Professional® Service, or any substitute for such rate agreed with each Commodity Contract Counterparty for the purposes of the Facility Agreements, expressed as a number of US Dollars per Swiss Franc and rounded to 8 places of decimals (with 0.000000005 rounded upwards), **provided that** if Bloomberg makes available on the Bloomberg Professional® Service an amended or corrected BFIX rate for Swiss Francs and that day by no later than 9:00 p.m. on that day, the BFIX Rate for Swiss Francs and that day shall be such amended or corrected rate
"**Bloomberg**"	means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them
"**Bloomberg Commodity Index℠**"	means the Bloomberg Commodity Index℠, calculated and published by Bloomberg, further information on which can be found in Part 2 (*The Bloomberg Commodity Index Family*)
"**Bloomberg Commodity Index 3 Month Forward℠**"	means the Bloomberg Commodity Index 3 Month Forward℠ , calculated and published by Bloomberg, further information on

	which can be found in Part 2 (*The Bloomberg Commodity Index Family*)
"**Bloomberg Commodity Index Swiss Franc Hedged Daily^{SM}**"	means the Bloomberg Commodity Index Swiss Franc Hedged Daily^{SM} , calculated and published by Bloomberg, further information on which can be found in Part 2 (*The Bloomberg Commodity Index Family*)
"**Bloomberg Commodity Index Swiss Franc Hedged Daily 3 Month Forward^{SM}**"	means the Bloomberg Commodity Index Swiss Franc Hedged Daily 3 Month Forward^{SM} , calculated and published by Bloomberg, further information on which can be found in Part 2 (*The Bloomberg Commodity Index Family*)
"**Board**"	means the board of directors of the Issuer
"**Business Day**"	means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York
"**Calculation Agency Agreement**"	means the agreement entitled "MLI Calculation Agency Agreement relating to Swiss Franc Currency-Hedged Commodity Contracts" dated 11 January 2013 between the Issuer, MLI, UBS Securities and UBS and the agreement entitled "CGML Calculation Agency Agreement relating to Swiss Franc Currency-Hedged Commodity Contracts" dated 29 June 2017 between the Issuer, CGML and MLI
"**Calculation Agent**"	means a person appointed by the Issuer to determine various matters in accordance with Condition 14, UBS being the Calculation Agent in respect of UBS until the UBS Termination Date and in respect of MLI until the Effective Date and MLI being the Calculation Agent in respect of MLI and CGML with effect from the Effective Date
"**Cancellation Notice**"	means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement which cancels the Equivalent Number of Commodity Contracts corresponding with the Commodity Securities referred to in such Cancellation Notice
"**Capital Adjustment**"	means an adjustment factor to be included in the calculation of the Price which is agreed from time to time by the Commodity Contract Counterparties and the Issuer
"**Capital Adjustment Agreement**"	means agreements entitled "Capital Adjustment Agreement relating to Swiss Franc Currency-Hedged Commodity Contracts" between the Issuer and a Commodity Contract Counterparty and includes the UBS Capital Adjustment Agreement, the MLI Capital Adjustment Agreement and the CGML Capital Adjustment Agreement
"**CBOT**"	means The Board of Trade of the City of Chicago, Inc.
"**Certificated**" or "**Certificated Form**"	means not in Uncertificated Form
"**CGMH**"	means Citigroup Global Markets Holdings Inc., a corporation incorporated in the State of New York

“**CGML**”	means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 1763297 whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and includes its successors and assigns
“**CGML Capital Adjustment Agreement**”	means the agreement entitled “Capital Adjustment Agreement relating to Commodity Contracts” dated 29 June 2017 between the Issuer and CGML
“**CGML Control Agreement**”	means the collateral account control agreement entered into between the Issuer, CGML and the Securities Intermediary dated 29 June 2017
“**CGML Facility Agreement**”	means the Facility Agreement dated 29 June 2017 between the Issuer and CGML
“**CGML Security Agreement**”	means the security agreement dated as of 29 June 2017 which is in relation to and supplements the CGML Facility Agreement
“**CIP**”	means “Commodity Index Percentage” as defined in the Handbook from time to time
“**Citigroup Group**”	means CGMH and its Affiliates, and includes CGML
“**Citigroup Guarantee**”	means the guarantee dated 29 June 2017 given by CGMH to the Issuer in support of CGML’s payment obligations under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement
“**class**”	means a class of Commodity Securities under which the Issuer’s obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty’s obligations to make payment, are determined by reference to a particular Commodity Index
“**Classic Commodity Security**”	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 10 (*Additional Information*)
“**Classic Composite Commodity Index**”	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook, in each case by reference to the performance of an Unhedged Classic Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 2 (*The Bloomberg Commodity Index Family*) and “**Classic Composite Commodity Indices**” means all of them
“**Classic Individual Commodity Index**”	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook, in each case by reference to the performance of an Unhedged Classic Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 2 (*The Bloomberg Commodity Index Family*) and “**Classic Individual Commodity Indices**” means all of them

"**Closing Settlement Price Level**"	means in relation to any Commodity Index and a day (the "**Index Day**") is the published closing settlement price level of such Commodity Index published for the Index Day, **provided that** if (i) the Calculation Agent notifies the Issuer by no later than 11.59 p.m. on the first General Trading Day after the Index Day that there is an error in the published value for the Index Day and that a corrected value is expected to be published within a reasonable period of time and Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and the Index Day by no later than 11.59 p.m. (New York time) on the first General Trading Day after the Index Day or (ii) Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and such day by no later than 11.59 p.m. (London time) on the first General Trading Day after the Index Day, the Closing Settlement Price Level for such Commodity Index and the Index Day shall be such amended or corrected closing settlement price level and **provided further that** if the Calculation Agent provides a substitute value of any Commodity Index in respect of any day as provided in Condition 14, the Closing Settlement Price Level for such Commodity Index and such day shall be such substitute value
"**CME**"	means Chicago Mercantile Exchange Inc.
"**CME Indexes**"	means CME Group Index Services LLC
"**CME Group**" and "**CME Group Inc.**"	means CME Group Inc., a holding company and the parent of CME, CBOT and NYMEX
"**Collateral**"	means all Posted Collateral (as defined in any Security Agreement) to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement
"**Collateral Account**"	means, in relation to any Commodity Contract Counterparty that has entered into a Security Agreement, an account established and maintained by the respective Securities Intermediary in the Commodity Contract Counterparty's name, in which the Commodity Contract Counterparty shall post Collateral pursuant to the terms of such Security Agreement and the relevant Control Agreement and which shall include the account so established and maintained by The Bank of New York Mellon in UBS' name, the account so established and maintained by The Bank of New York Mellon in MLI's name and the account so established and maintained by The Bank of New York Mellon in CGML's name

“Collateral Account Control Event” means (i) the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty that was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement and, after giving effect to any applicable notice requirement or grace period, there occurs under the Facility Agreement a liquidation of, or an acceleration of, all of the obligations of the relevant Commodity Contract Counterparty under the relevant Facility Agreement; (ii) failure by the relevant Commodity Contract Counterparty to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days; (iii) failure by the relevant Commodity Contract Counterparty to comply with or perform any other provisions of or obligations under the relevant Security Agreement (other than as set out in (ii)) and such failure continues for 30 days after receipt by the relevant Commodity Contract Counterparty of notice of such failure; or (iv) the relevant Commodity Contract Counterparty (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (X) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (Y) is not dismissed, discharged, stayed or restrained in each case within 60 days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 60 days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (g) above (inclusive); or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts. An event of default by MLI under the MLI Classic and Longer Dated Facility Agreement or the MLI Short and Leveraged Facility Agreement or the MLI HCSL Facility Agreement will constitute an event of default under the MLI Facility Agreement

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

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

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

“**Commodity Market Disruption Day**”

means:

(a) in respect of an Individual Commodity Index, a General Trading Day which is a Trading Day for that Individual Commodity Index on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for the Corresponding Unhedged Commodity Index, other than a day for which a substitute value for such Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

(b) in respect of a Composite Commodity Index, a General Trading Day which is a Trading Day in respect of each futures contract by reference to the Settlement Price for which the Corresponding Unhedged Commodity Index is calculated (in whole or in part) but on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for any such futures contract, other than a day for which a substitute value for such Composite Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

(c) in respect of a futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a day which is a Trading Day for that futures contract and on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange on which that futures contract is traded, other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of such futures contracts are included is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

(d) in respect of a commodity in connection with a Commodity Index (or class of Commodity Securities), a Commodity Market Disruption Day for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of futures contracts in respect of such commodity are included is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements; or

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

"**Commodity Market Disruption Event**" means:

(a) in respect of a particular Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, any of the following events:

(i) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or

(ii) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index; or

(iii) the Settlement Price of the Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day's Settlement Price;

(b) in respect of any Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to any futures contract the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index" shall be construed, in relation to a commodity comprised in a Composite Commodity Index, as references to the Lead Future or Next Future with respect to that commodity the Settlement Price of which is used in the calculation of the Corresponding Unhedged Commodity Index); and

(c) in respect of a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or a class of Commodity Securities), any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to the futures contract in respect of that commodity the Settlement Price of which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities) (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index" shall be construed, in relation to such commodity, as references to the Lead Future or Next Future with respect to that commodity used in the calculation of that Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities)),

in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements

"**Commodity Security**" or "**Swiss Franc Currency-Hedged Commodity Security**"	means an undated limited recourse secured debt security of the Issuer of any of the classes specified in the Trust Instrument created pursuant to and constituted by the Trust Instrument and includes Swiss Franc Commodity Securities, and "**Commodity Securities**" or "**Swiss Franc Currency-Hedged Commodity Securities**" means all of them
"**Composite Commodity Index**"	means a Classic Composite Commodity Index or a Longer Dated Composite Commodity Index
"**Compulsory Redemption**"	means a Redemption of Commodity Securities in accordance with Condition 8.12 or 8.13
"**Compulsory Redemption Date**"	means a date notified in accordance with Condition 8.1, Condition 8.2, Condition 8.5, Condition 8.6, Condition 8.7 or Condition 8.8
"**Conditions**"	means the terms and conditions of the Commodity Securities in the form set out in the Second Schedule (*The Conditions*) to the Trust Instrument and as set out (until the Effective Date) in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*) of the 2014 Base Prospectus incorporated by reference herein and with effect from the Effective Date as set out in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*) and references herein to numbered Conditions are references to the numbers assigned to the Conditions in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*)
"**Control Agreement**"	means, in relation to any Security Agreement, the Control Agreement (as defined in such Security Agreement) and includes the UBS Control Agreement, the MLI Control Agreement and the CGML Control Agreement
"**Controller**"	means a Controller as defined in the Conditions
"**Corresponding Unhedged Commodity Index**"	in respect of any Commodity Index, means the Unhedged Commodity Index the closing settlement price level of which is used in the calculation of its closing settlement price level in accordance with the Handbook, the name of which is the same as the name of that Commodity Index with the omission of the words "Swiss Franc Hedged Daily" and "**corresponding**" in relation to a Commodity Index shall be construed accordingly
"**Counterparty Event of Default**"	means:

(a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a

Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement **provided that** such breach (if capable of being rectified) is not rectified within five Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach;

(b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due;

(c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event;

(d) the expiration or termination of any Guarantee (other than where a replacement guarantee (or other form of credit support) acceptable to the Issuer and the Trustee in their sole discretion is provided to the Issuer in lieu of a Guarantee upon or prior to such expiration or termination) or the failing or ceasing of a Guarantee to be in full force and effect for the purpose of the relevant Facility Agreement, in each case other than in accordance with its terms, prior to the satisfaction of all obligations of a Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (d) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support));

(e) in the case of UBS until the UBS Termination Date, a UBS Event of Default (as defined in the UBS Classic and Longer Dated Facility Agreement, the UBS Short and Leveraged Facility Agreement or the UBS HCSL Facility Agreement) shall have occurred under the UBS Classic and Longer Dated Facility Agreement, the UBS Short and Leveraged Facility Agreement or the UBS HCSL Facility Agreement, respectively and in the case of MLI with effect from the Effective Date, a MLI Event of Default (as defined in the MLI Classic and Longer Dated Facility Agreement, the MLI Short and Leveraged Facility Agreement or the MLI HCSL Facility Agreement) shall have occurred under the MLI Classic and Longer Dated Facility Agreement, the MLI Short and Leveraged Facility Agreement or the MLI HCSL Facility Agreement, respectively;

(f) the occurrence of certain events of default under the Security Agreement with it being, *inter alia*, (i) such Commodity Contract Counterparty failing to transfer Collateral to the Collateral Account when due, (ii) the applicable Security Agreement expiring or terminating or failing or ceasing to be in full force and effect prior to the termination of the relevant Facility Agreement and the satisfaction of the obligations detailed in such Security Agreement or (iii) such Commodity Contract Counterparty disaffirming, disclaiming, repudiating or rejecting or otherwise challenging the validity of the applicable Security Agreement; or

(g) if notice is given to terminate any Guarantee, such termination to become effective less than five days after the date of receipt of the notice, other than where prior to the date of the notice a replacement guarantee (or other form of credit support) acceptable to the Issuer in its sole discretion is provided to the Issuer in lieu of such Guarantee, where such notice is given prior to the satisfaction of all obligations of the Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (g) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support))

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

"**Creation Limits**" means the limits under the Facility Agreements on creation of Commodity Contracts (and corresponding limits on issue of Commodity Securities), as set out in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*) under the heading "Creation Limits and Redemption Limit"

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

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

"**Defaulted Obligation**" means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same **provided that** if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation

“**Designated Contract**”	means, for each commodity eligible to be represented in the Bloomberg Commodity Index^{SM} and for each Unhedged Individual Commodity Index, the futures contract series which is used for the calculation of those indices, as set out in Part 2 (*The Bloomberg Commodity Index Family*) in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Designated Contract”
“**Designated Month Contract**”	means a futures contract, being a Designated Contract, for delivery in a particular month, which is used for the calculation of the Bloomberg Commodity Index^{SM} and the Commodity Indices, as set out in Part 2 (*The Bloomberg Commodity Index Family*) in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Designated Month Contracts (and Exchange Code)”
“**Direct Agreement**”	means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant
“**Directors**”	means the directors of the Issuer, being at the date of this document the persons whose names are listed as such in “Directors, Secretary and Advisers” below
“**Documents**”	means this document, the Trust Instrument, the Security Deed, all Authorised Participant Agreements, all Security Assignments, each Facility Agreement, each Security Agreement, each Control Agreement, the Registrar Agreement, the Services Agreement, the Administration Agreement and the Licence Agreement
“**Effective Date**”	means the date on which the conditions specified in the CGML Facility Agreement have been satisfied or waived
“**Eligible Equities**”	in relation to any Security Agreement or Control Agreement has the meaning given to that expression in the relevant Security Agreement being common or preferred shares that are constituents of the indices set out in the Index Schedule of the Control Agreement or global depositary receipts whose underlying common or preferred shares are constituents of such indices

"**Eligible Money Market Funds**" means securities in the form of redeemable securities in a pooled investment fund representing the security-holder's proportional interest in the fund's net assets and that are issued and redeemed only on the basis of the market value of the fund's net assets prepared each business day after the security-holder makes its investment commitment or redemption request to the fund, if:

(a) the fund's investments are limited to the following:

(i) securities that are issued by, or unconditionally guaranteed as to the timely payment of principal and interest by, the U.S. Department of the Treasury, and immediately-available cash funds denominated in US Dollars; or

(ii) securities denominated in a common currency and issued by, or fully guaranteed as to the payment of principal and interest by, the European Central Bank or an Eligible Sovereign Entity that is assigned no higher than a 20 per cent. risk weight under the capital rules applicable to swap dealers subject to regulation by a prudential regulator, and immediately-available cash funds denominated in the same currency; and

(b) assets of the fund may not be transferred through securities lending, securities borrowing, repurchase agreements, reverse repurchase agreements, or other means that involve the fund having rights to acquire the same or similar assets from the transferee

"**Eligible Sovereign Entity**" means a national bond or government agency bond issuer which is incorporated or established in one of the following countries:

(a) G10: Belgium, Canada, France, Germany, Italy, Japan, Netherlands, Sweden, Switzerland, United Kingdom, USA; and

(b) Non-G10: Austria, Australia, Denmark, Finland, Luxembourg, New Zealand, Norway, Portugal, Spain

"**Equivalent Number**" in relation to the creation or cancellation of Commodity Contracts in conjunction with an Application for or Redemption of Commodity Securities, means the number and class of Commodity Contracts which is the same as the number and class of Commodity Securities to which the Application or Redemption relates

"**ETFSL**" means ETF Securities Limited, a company incorporated and registered in Jersey on 20 August 2004 with its registered office at Ordnance House, 31 Pier Road, St Helier, Jersey JE4 8PW and with registered number 88370

"**EU Benchmarks Regulation**" means Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds

"**Exchange**"	means CBOT, CME, COMEX, LME, ICE Futures U.S. or NYMEX, as the case may be, and "**Exchanges**" means all of them
"**Exempt Person**"	means a person who, in entering into and performing the terms of an Authorised Participant Agreement, is acting in the course of a business comprising a regulated activity in relation to which it is exempt from the need to be an Authorised Person as a result of a provision of the FSMA or associated secondary legislation
"**Exposure**"	(i) in respect of any class of Individual Commodity Contract, to the Relevant Commodity at any time, means an amount equal to the US Dollar Equivalent of the Price of that class of Individual Commodity Contract; and (ii) in respect of any class of Index Commodity Contract, to any Relevant Commodity at any time means an amount equal to the US Dollar Equivalent of the Price of that class of Index Commodity Contract at that time multiplied by a fraction of which the numerator is the CIP of the Relevant Commodity and the denominator is the sum of the CIPs of each of the Relevant Commodities in relation to that class of Index Commodity Contract
"**Extraordinary Resolution**"	means in respect of one or more classes of Commodity Securities either (a) a resolution passed at a meeting of the holders of the Commodity Securities of such class or classes duly convened and held in accordance with the provisions contained in the Trust Instrument and carried by a majority consisting of not less than 75 per cent. in number of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Commodity Securities of such class or classes voting on such poll or (b) a resolution in writing of holders of the Commodity Securities of such class or classes holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of the Commodity Securities of such class or classes
"**Facility Agreement**"	means the agreements of that name between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder including the UBS Facility Agreement, the MLI Facility Agreement and the CGML Facility Agreement
"**FCA**"	means the Financial Conduct Authority of the United Kingdom and any successor thereto
"**FCA Handbook**"	means the FCA's Handbook of Rules and Guidance

"**Foreign Exchange Rate**" for a Commodity Index and a day in respect of which that Commodity Index is calculated and published, means the rate of exchange used in the calculation of such Commodity Index for that day, expressed as a number of US Dollars per Swiss Franc and rounded to 8 places of decimals (with 0.000000005 rounded upwards) and, for any other day which is a Trading Day for any of the commodities comprised in the Bloomberg Commodity Index^{SM} or comprised in any other Unhedged Commodity Index corresponding to an Individual Commodity Index, means the exchange rate for the Swiss Franc sourced by the Calculation Agent from Bloomberg or such other person or entity from time to time fulfilling the functions provided by it at the date of the Trust Instrument under the Handbook using the daily 4.00 p.m. London fix rate for that day or, if the Calculation Agent is unable to so source such exchange rate, an exchange rate for that day as of 4.00 p.m. determined by the Calculation Agent for the purposes of one or more Facility Agreements, *provided that* in respect of any Commodity Index which is the subject of an FX Market Disruption Event and for which the Calculation Agent is providing a substitute Foreign Exchange Rate for the purposes of one or more Facility Agreements, the Foreign Exchange Rate for such Commodity Index shall be the Foreign Exchange Rate so provided

"**FSMA**" means the Financial Services and Markets Act 2000

"**FX Daily Hedging Cost**" means, in respect of a class of Commodity Contracts, the rate per annum which is agreed in writing from time to time between the Issuer and each Commodity Contract Counterparty for that class for the purpose of calculating the Spread

"**FX Hedging Disruption Event**" means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on such Commodity Contract Counterparty's ability to hedge the currency risk of its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any currency hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants, inconvertibility, establishment of dual exchange rates or foreign exchange controls, the application of position limits to such Commodity Contract Counterparty, the lack of availability of hedging exemptions from applicable legal, regulatory or exchange requirements or the occurrence or existence of any other circumstance or event

"**FX Market Disruption Day**"	means, in relation to a Commodity Index to which a class of Commodity Securities relates or to a class of Commodity Securities, a General Trading Day which is a Trading Day for that Commodity Index, or the Commodity Index to which such class of Commodity Securities relates, (respectively) on which a FX Market Disruption Event occurs or is continuing and of which the Calculation Agent has given notice to the Issuer for the purposes of one or more Facility Agreements by no later than 4.30 p.m. on that Trading Day (with notice to each Authorised Participant given as soon as reasonably practicable by email, by telephone or by other reasonable means under the circumstances where so provided in the relevant Authorised Participant Agreement) specifying that Trading Day to be a FX Market Disruption Day in respect of such Commodity Index, **provided that**, if the Calculation Agent provides a substitute Foreign Exchange Rate in respect of a day for the purposes of one or more Facility Agreements, then such day shall not be a FX Market Disruption Day
"**FX Market Disruption Event**"	means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that has had or would reasonably be expected to have a materially adverse effect on the availability of a market for converting Swiss Francs to US Dollars (or *vice versa*), whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, inconvertibility, establishment of dual exchange rates or foreign exchange controls or the occurrence or existence of any other circumstance or event, as determined by the Calculation Agent for the purposes of one or more Facility Agreements
"**FX Restriction Event**"	means, in relation to any class or classes of Commodity Contract, an event, circumstance or cause that is reasonably and in good faith determined by the relevant Commodity Contract Counterparty to render it unable to create or cancel Commodity Contracts of such class or classes by reason of restrictions on holding Swiss Francs or exchanging either amounts of Swiss Francs for US Dollars or amounts of US Dollars for Swiss Francs
"**General Trading Day**"	means a "Business Day" as defined in the Handbook from time to time (and meaning as at the date of the Trust Instrument "any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent." where "Index Commodities" has the meaning given to it in the relevant Handbook)
"**Guarantee**"	means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement that may be provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement and in respect of MLI includes the BAC Guarantee and in respect of CGML includes the Citigroup Guarantee
"**Guarantor**"	means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement

"**Handbook**"	means the document entitled "Index Methodology – The Bloomberg Commodity Index Family" which sets out the methodology for calculation of the Bloomberg Commodity Index^{SM} and the other Unhedged Commodity Indices and the Commodity Indices prepared and as amended from time to time by Bloomberg, a copy of which, as at the date of this Base Prospectus, can be obtained from the following address: http://www.bloombergindexes.com/
"**Hedging Disruption Event**"	means a FX Hedging Disruption Event or a Commodity Hedging Disruption Event
"**HoldCo**"	means ETFS Holdings (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106817
"**holding company**"	has the meaning given to that term in section 1159 of the Companies Act 2006
"**ICE**"	means the Intercontinental Exchange, Inc.
"**ICE Futures U.S.**"	means ICE Futures U.S. (formerly the New York Board of Trade (NYBOT)), a subsidiary of ICE
"**Index Commodity Contract**"	means Commodity Contracts of a class the Commodity Index relating to which is a Composite Commodity Index
"Index Oversight Committee"	means in respect of the Bloomberg Commodity Index^{SM} the committee which reviews and approves the Handbook and the target composition of the revised Index each year, as described in Part 2 (*The Bloomberg Commodity Index Family*) under the heading "Bloomberg Commodity Indices – Daily Currency Hedged Versions and Sub-Indices"
"**Index Security**"	means a Swiss Franc Index Security
"**Indicative Price**"	means, in respect of a particular class of Commodity Security on a calendar day, the value calculated in accordance with Condition 5.5
"**Individual Commodity Contract**"	means Commodity Contracts of a class the Commodity Index relating to which is an Individual Commodity Index
"**Individual Commodity Index**"	means a Classic Individual Commodity Index or a Longer Dated Individual Commodity Index
"**Individual Security**"	means a Swiss Franc Individual Security
"**Insolvency Event**"	means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or

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

"**Investment Company Act**" means the Investment Company Act of 1940 of the United States

"**Issuer**" means Swiss Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 111924

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

"**Issuer Insolvency Event**" means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; **provided that** no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of clauses (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee

"**Jersey**" means the Island of Jersey, Channel Islands

"**Lead Future**" means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day

"**Licence Agreement**" means the Licence Agreement dated as of 16 June 2014 between Bloomberg Finance L.P., UBS Securities and ETFSL, under which with effect from 1 July 2014 Bloomberg and UBS Securities grant to ETFSL and the Issuer the right to use and refer to the Bloomberg Commodity Index[SM] and related sub-indices, and certain intellectual property of Bloomberg and UBS Securities, in relation to (*inter alia*) Swiss Franc Currency-Hedged Commodity Securities

"**Licence Allowance**" means the amount payable by the Issuer to ManJer and from ManJer to ETFSL to be applied in paying fees to Bloomberg under the Licence Agreement, as set out in Part 1 (*General*) under "Management Fee and Licence Allowance", as that amount may be adjusted from time to time

"**Listing**" means the admission of a particular class of Commodity Securities to trading on the SIX Swiss Exchange's market for listed securities becoming effective

"**Listing Failure**" means the refusal of the SIX Regulatory Board to admit to the SIX Swiss Exchange any Commodity Securities issued or to be issued under the Programme

"**Listing Failure Date**" means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Commodity Securities in respect of which a Listing Failure has occurred

"**LME**" means The London Metal Exchange Limited and its subsidiaries and affiliates

"**London Business Day**"	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London
"**Longer Dated Commodity Security**"	means a Commodity Security of a category specified in the relevant list in paragraph 5 of Part 10 (*Additional Information*)
"**Longer Dated Composite Commodity Index**"	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook, in each case by reference to the performance of an Unhedged Longer Dated Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 2 (*The Bloomberg Commodity Index Family*) and "**Longer Dated Composite Commodity Indices**" means all of them
"**Longer Dated Individual Commodity Index**"	means an index calculated and published by Bloomberg from time to time in accordance with the Handbook, in each case by reference to the performance of an Unhedged Longer Dated Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar, more information on which can be found in Part 2 (*The Bloomberg Commodity Index Family*) and "**Longer Dated Individual Commodity Indices**" means all of them
"**Management Fee**"	means the management fee payable by the Issuer to ManJer in consideration for the provision by ManJer of all management and administration services in relation to the Programme, as set out in Part 1 (*General*) under "Management Fee and Licence Allowance", as that amount may be adjusted from time to time
"**ManJer**"	means ETFS Management Company (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106921
"**Market Disruption Day**"	in respect of a class of Commodity Securities, means a day which is a Commodity Market Disruption Day in respect of such class and/or a FX Market Disruption Day in respect of such class
"**Market Disruption Event**"	means a Commodity Market Disruption Event or a FX Market Disruption Event
"**Minimum Creation Amount**"	means the minimum amount stipulated under the Facility Agreements for creation of Commodity Contracts (and the corresponding minima on the issue of Commodity Securities), as set out under the heading "Applications and Redemptions – Application Processes" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*)
"**MLI**"	means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is situated at 2 King Edward Street, London EC1A 1HQ, England and includes its successors and assignees
"**MLI Capital Adjustment Agreement**"	means the agreement entitled "Capital Adjustment Agreement relating to Swiss Franc Currency-Hedged Commodity Contracts" dated 11 January 2013 between the Issuer and MLI

“**MLI Classic and Longer Dated Facility Agreement**”	means the agreement dated 29 June 2017 between ETFS Commodity Securities Limited and MLI entitled “Facility Agreement relating to Classic and Longer Dated Commodity Contracts”
“**MLI Control Agreement**”	means the collateral account control agreement entered into between the Issuer, MLI and the Securities Intermediary dated 11 January 2013
“**MLI Facility Agreement**”	means the Facility Agreement dated 11 January 2013 between the Issuer and MLI
“**MLI HCSL Facility Agreement**”	means the agreement dated 23 February 2012 between ETFS Hedged Commodity Securities Limited and MLI entitled “MLI Facility Agreement relating to Currency-Hedged Commodity Contracts”
“**MLI Security Agreement**”	means the security agreement dated as of 11 January 2013 which is in relation to and supplements the MLI Facility Agreement
“**MLI Short and Leveraged Facility Agreement**”	means the agreement dated 29 June 2017 between ETFS Commodity Securities Limited and MLI entitled “Facility Agreement relating to Short and Leveraged Commodity Contracts”
“**month**”	means calendar month
“**Moody’s**”	means Moody’s Investors Service Inc. (or any successor to the ratings business thereof)
“**New York Business Day**”	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York
“**Next Future**”	means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Next Future” (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the “Next Future” (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day
“**Notice Deadline**”	means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally
“**NYBOT**”	means Board of Trade of the City of New York, Inc. and its subsidiaries and affiliates, known as the New York Board of Trade
“**NYMEX**”	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
“**outstanding**”	means in relation to each class of Commodity Securities, all the Commodity Securities of that class issued and in respect of

which there is for the time being an entry in the Register other than:

(a) Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and

(b) Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument;

provided that for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFSL or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Commodity Securities shall be deemed not to be Security Holders

"**Overseas Person**" means a person whose activities are not subject to the prohibition in section 19 of FSMA by virtue of its not carrying on such activities in the United Kingdom, whose head office is situated outside the United Kingdom and whose ordinary business involves carrying on activities of the kind specified by any of articles 14, 21, 25, 37, 40, 45, 51, 52 and 53 or, so far as relevant to any of those articles, article 64 of the RAO (or would do so apart from any exclusion from any of those articles made by the RAO)

"**Portfolio**" means a separate portfolio of assets to which Commodity Securities of a particular class are attributable

"**PRA**" means the Prudential Regulation Authority of the United Kingdom

"**Price**" means for a Commodity Security or a class of Commodity Securities, the price in Swiss Francs determined for that class in accordance with Condition 5 and "**Pricing**" (other than when used in the terms "Pricing Date" and "Pricing Day") shall be construed accordingly

"**Pricing Day**" means for:

(a) each class of Individual Securities, a day which is a General Trading Day and which is (i) a Trading Day for the Individual Commodity Index applicable to that class of Commodity Security, and (ii) not a Market Disruption Day for that Individual Commodity Index;

(b) each class of Index Securities, a day which is a General Trading Day and which is (i) a Trading Day for each of the futures contracts by reference to the Settlement Price for which the Unhedged Commodity Index corresponding to the Composite Commodity Index relating to that class of Index Commodity Securities is calculated (in whole or in part), and (ii) not a Market Disruption Day for such Composite Commodity Index;

(c) for each futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a General Trading Day which is (i) a Trading Day for that futures contract, and (ii) not a Commodity Market Disruption Day for that futures contract; or

(d) for each commodity in connection with a Commodity Index (or class of Commodity Securities), a General Trading Day which is (i) a Trading Day for the futures contracts relating to that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), and (ii) not a Commodity Market Disruption Day for that futures contract

"**Pricing Notice**" means a Redemption Form or a Withdrawal Notice

"**Pricing Supplement**" means a pricing supplement constituting "final terms" in or substantially in the form annexed hereto

"**Principal Amount**" in respect of each Commodity Security, means the amount specified as such in respect of such Commodity Security in the Trust Instrument and as set out in paragraph 5 of Part 10 (*Additional Information*)

"**Programme**" means the programme for the issue of Commodity Securities described in this document

"**Prohibited Benefit Plan Investor**" means any "employee benefit plan" within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), subject to Part 4. Subtitle B of Title I of ERISA, any "plan" to which section 4975 of the United States Internal Revenue Code of 1986, (the "**Code**") applies (collectively, "**Plans**"), any entity whose underlying assets include "plan assets" of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan's investment in such entity, any governmental or church plan that is subject to any United States Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity

"**Prohibited US Person**" means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser

"**Qualified Purchaser**" means a "qualified purchaser" as defined under the Investment Company Act

"**RAO**" means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended, modified or re-enacted from time to time) made under FSMA

"**Redemption**" means the redemption of Commodity Securities by the Issuer in accordance with the Conditions (and "**Redeem**" and "**Redeemed**" shall be construed accordingly)

"**Redemption Amount**" means the amount payable by the Issuer to the Security Holder upon the Redemption of Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in the Conditions

"**Redemption Fee**" means the fee payable by a Security Holder upon Redemption of Commodity Securities in accordance with Condition 10 and on which more information can be found under the heading "Application Fees and Redemption Fees" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*)

"**Redemption Form**" means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with the Conditions, as the case may be

"**Redemption Limit**" means the limits on Redemption set out in Condition 7.6 and on which more information is set out in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*) under the heading "Creation Limits and Redemption Limit"

"**Redemption Payment Date**" means:

(a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following the Pricing Date of that Redemption; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or

(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or

(c) in the case of a Redemption in accordance with a Listing Failure the second London Business Day following the relevant Listing Failure Date; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or

(d) in the case of a Redemption following the nomination of a Compulsory Redemption Date the London Business Day which is the second London Business Day following the last Pricing Day on which the Price of Short and Leveraged Commodity Securities being Redeemed is determined in accordance with the Conditions; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso;

"**Registers**" means the registers of Security Holders of each class kept and maintained by the Registrar and "**Register**" shall be construed accordingly

"**Registrar**" means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers

"**Registrar Agreement**" means the registrar agreement dated 11 January 2013 between the Registrar, the Issuer and the Trustee

"**Regulations**" means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, *inter alia*, enable title to Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument

"**Relevant Commodities**" means, in respect of any class of Index Commodity Contracts, the commodities the Settlement Prices of futures contracts relating to which are included in the calculation of the Unhedged Commodity Index corresponding to the Composite Commodity Index relating to that class of Index Commodity Contracts and "**Relevant Commodity**" means (i) in respect of any class of Index Commodity Contracts any of the Relevant Commodities; and (ii) in respect of any class of Individual Commodity Contracts the commodity the Settlement Price(s) of futures contract(s) relating to which are included in the calculation of the Unhedged Commodity Index corresponding to the Individual Commodity Index relating to that class of Individual Commodity Contracts

"**Relevant Exchange**" means:

(a) for each Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, the futures exchange on which is traded the futures contract by reference to the prices of which that Unhedged Commodity Index is calculated;

(b) in relation to a commodity comprised in an Unhedged Commodity Index, the futures exchange on which is traded the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index; and

(c) in relation to a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, the futures exchange on which that futures contract is traded,

and on which more information is set out in Part 2 (*The Bloomberg Commodity Index Family*) under the heading "Designated Contracts" and in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed "Relevant Exchange"

"**Relevant Market**" means:

(a) in respect of an Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which the Corresponding Unhedged Commodity Index is calculated;

(b) in respect of an Unhedged Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which that Unhedged Individual Commodity Index is calculated; and

(c) in relation to a commodity comprised in an Unhedged Commodity Index, the market conducted on the Relevant Exchange for the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index

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

"**RIS**" means a regulated information service for the purposes of giving information relating to the Swiss Franc Currency-Hedged Commodity Securities and/or the rules of the SIX Swiss Exchange chosen by the Issuer from time to time, including but not limited to the regulatory news service operated by the London Stock Exchange

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

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

"**Secured Obligations**" means:

(a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and

(b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other Required Security Document

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

"**Securities Act**" means the Securities Act of 1933 of the United States

"**Securities Intermediary**" means the securities intermediary under each Security Agreement and includes The Bank of New York Mellon

"**Security**" means in respect of each Portfolio the security constituted by the Security Deed

"**Security Agreement**" means, in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to that Facility Agreement, such security agreement and includes the UBS Security Agreement, the MLI Security Agreement and the CGML Security Agreement

"**Security Assignment**"	means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment (if any) pertaining to that Authorised Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty
"**Security Conditions**"	means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty
"**Security Deed**"	means the Security Deed dated 11 January 2013 between the Issuer and the Trustee and, in respect of each Portfolio, means the same as it applies to such Portfolio
"**Security Holder**"	means a registered holder of Commodity Securities
"**Services Agreement**"	means the Services Agreement dated 11 January 2013 between ManJer and the Issuer providing for certain services to be provided by ManJer to the Issuer
"**Settlement Foreign Exchange Rate**"	means the BFIX Rate for that day, **provided that** if for any reason such BFIX Rate is not available, the Settlement Foreign Exchange Rate shall be the rate determined by the Calculation Agent for the purposes of the Facility Agreement
"**Settlement Price**"	means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange
"**Settlement Pricing**"	has the meaning given in Condition 7.1(a)
"**Settlement Redemption Form**"	means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Commodity Securities using Settlement Pricing
"**SIX SIS SA**"	means the Swiss entity and system performing the Swiss settlement of the Swiss Franc Currency-Hedged Commodity Securities
"**SIX Swiss Exchange**"	means the Swiss exchange on which the Swiss Franc Currency-Hedged Commodity Securities are traded
"**Spread**"	means the spread agreed between the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Capital Adjustment Agreement (currently agreed to be an amount equal to the sum of the Commodity Hedging Cost and the FX Daily Hedging Cost in respect of each class of Commodity Contracts)

"**Sterling**" or "**£**"	means the lawful currency of the United Kingdom
"**subsidiary**"	has the meaning given to that term in section 1159 of the Companies Act 2006
"**Swiss Franc**" or "**CHF**"	means the lawful currency of the Swiss Confederation
"**Swiss Franc Classic Index Security**"	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 10 (*Additional Information*)
"**Swiss Franc Classic Individual Security**"	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 10 (*Additional Information*)
"**Swiss Franc Classic Security**" or "**Swiss Franc Classic Currency-Hedged Commodity Security**"	means a Swiss Franc Classic Individual Security or a Swiss Franc Classic Index Security
"**Swiss Franc Commodity Security**"	means a Swiss Franc Individual Security or a Swiss Franc Index Security
"**Swiss Franc Index Security**"	means a Swiss Franc Classic Index Security or a Swiss Franc Longer Dated Index Security
"**Swiss Franc Individual Security**"	means a Swiss Franc Classic Individual Security or a Swiss Franc Longer Dated Individual Security
"**Swiss Franc Longer Dated Index Security**"	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 10 (*Additional Information*)
"**Swiss Franc Longer Dated Individual Security**"	means a Commodity Security of a class specified in the relevant list in paragraph 5 of Part 10 (*Additional Information*)
"**Swiss Franc Longer Dated Security**" or "**Swiss Franc Longer Dated Currency-Hedged Commodity Security**"	means a Swiss Franc Longer Dated Individual Security or a Swiss Franc Longer Dated Index Security
"**Swiss Listing Prospectus**"	means a Swiss Listing Prospectus according to Article 16 para. 3 of the Additional Rules for the listing of Exchange Traded Products of the SIX Swiss Exchange
"**System**"	means the system for requesting the issue and Redemption of Commodity Securities and the creation and cancellation of Commodity Contracts via the secure website maintained by the Issuer for such purpose as described under the heading "Applications and Redemptions - The System" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*)
"**tax**"	means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency
"**terminate**"	in relation to a Commodity Contract means 'terminate' or 'close out' the obligations established by such Commodity Contract

"**Trading Day**" means:

(a) for an Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which the Relevant Exchange for that Unhedged Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;

(b) for a Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which all the Relevant Exchanges for each commodity comprised in that Unhedged Commodity Index are open for trading during their regular trading session, notwithstanding any of such Relevant Exchanges closing prior to their scheduled closing time;

(c) for a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, a day on which the Relevant Exchange for that futures contract is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time; or

(d) for a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or class of Commodity Securities), a Trading Day (pursuant to sub-paragraph (c) above) for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities)

"**Trust Instrument**" means the trust instrument dated 11 January 2013 between the Issuer and the Trustee constituting Commodity Securities and includes the schedules thereto and the Conditions

"**Trustee**" means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument

"**UBS**" means UBS AG, London Branch, a corporation domiciled in Basel, Switzerland, operating in the United Kingdom under branch registration number BR004507, acting through its London branch at 1 Finsbury Avenue, London, EC2M 2PP, England and includes its successors and assignees

"**UBS Capital Adjustment Agreement**" means the agreement entitled "Capital Adjustment Agreement relating to Swiss Franc Currency-Hedged Commodity Contracts" dated 11 January 2013 between the Issuer and UBS

"**UBS Classic and Longer Dated Facility Agreement**" means the agreement dated 5 August 2009 between ETFS Commodity Securities Limited and UBS entitled "Facility Agreement relating to Classic and Longer Dated Commodity Contracts"

"**UBS Control Agreement**" means the collateral account control agreement entered into between the Issuer, UBS and the Securities Intermediary dated 11 January 2013

"**UBS Default**"	means a Counterparty Event of Default in respect of UBS
"**UBS Facility Agreement**"	means the Facility Agreement dated 11 January 2013 between the Issuer and UBS
"**UBS Group**"	means UBS and its Affiliates, and includes UBS Securities
"**UBS HCSL Facility Agreement**"	means the agreement dated 23 February 2012 between ETFS Hedged Commodity Securities Limited and UBS entitled "UBS AG Facility Agreement relating to Currency-Hedged Commodity Contracts"
"**UBS Securities**"	means UBS Securities LLC, a corporation incorporated in Delaware, United States whose principal office is situated at 299 Park Avenue, New York, NY 10171, United States and includes its successors and assignees
"**UBS Security Agreement**"	means the security agreement dated as of 11 January 2013 which is in relation to and supplements the UBS Facility Agreement
"**UBS Short and Leveraged Facility Agreement**"	means the agreement dated 5 August 2009 between ETFS Commodity Securities Limited and UBS entitled "Facility Agreement relating to Short and Leveraged Commodity Contracts"
"**UBS Termination Date**"	means the date on which there are no Commodity Contracts outstanding under the UBS Facility Agreement and the Issuer has notified Security Holders of such by RIS Announcement
"**Unacceptable Authorised Participant**"	means an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Commodity Contract Counterparty
"**Uncertificated Form**"	means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST
"**Unhedged Classic Composite Commodity Index**"	means the Bloomberg Commodity Index^{SM} and each other index for a group of commodities (which may change from time to time with respect to such index) calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index^{SM}
"**Unhedged Classic Individual Commodity Index**"	means an index for an individual commodity and as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index^{SM}
"**Unhedged Commodity Index**"	means an Unhedged Classic Individual Commodity Index, an Unhedged Classic Composite Commodity Index, an Unhedged Longer Dated Individual Commodity Index or an Unhedged Longer Dated Composite Commodity Index
"**Unhedged Composite Commodity Index**"	means an Unhedged Classic Composite Commodity Index or an Unhedged Longer Dated Composite Commodity Index
"**Unhedged Individual Commodity Index**"	means an Unhedged Classic Individual Commodity Index or an Unhedged Longer Dated Individual Commodity Index

"**Unhedged Longer Dated Composite Commodity Index**"	means the Bloomberg Commodity Index 3 Month Forward[SM] and each other index for a group of commodities (which may change from time to time with respect to such index) calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward[SM]
"**Unhedged Longer Dated Individual Commodity Index**"	means an index for an individual commodity calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward[SM]
"**United Kingdom**" or "**UK**"	means the United Kingdom of Great Britain and Northern Ireland
"**United States**" or "**U.S.**"	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia
"**US Dollars**", "**USD**" or "**US$**"	means the lawful currency of the United States
"**US Dollar Equivalent**"	means in respect of any amount in Swiss Francs on any Pricing Day, such amount converted into US Dollars by multiplying by the Foreign Exchange Rate for Commodity Indices for that Pricing Day
"**US Person**"	means a "US person" as defined in Regulation S under the Securities Act
"**VAT**"	means value added tax
"**Website**"	means the website of Bloomberg at http://www.bloombergindexes.com/

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

Unless the context otherwise requires, references in this document to any agreement or document includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires references in this document to any statute or any provision of any statute includes a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment, in each case in force as at the date of this Base Prospectus.

DIRECTORS, SECRETARY AND ADVISERS

Directors of the Issuer	Graham Tuckwell, Chairman Christopher Foulds Joseph Roxburgh Steven Ross All the Directors are non-executive
Secretary of the Issuer	Joseph Roxburgh
Corporate administrator of the Issuer	R&H Fund Services (Jersey) Limited
Registered Office of the Issuer and address of directors and corporate administrator of the Issuer	The address of all the directors and of the corporate administrator of the Issuer is the registered office of the Issuer, which is: Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands Tel: +44 1534 825230
Administrator	ETFS Management Company (Jersey) Limited Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands
Trustee	The Law Debenture Trust Corporation p.l.c. Fifth Floor 100 Wood Street London EC2V 7EX United Kingdom
Calculation Agent (with respect to UBS until the UBS Termination Date and with respect to MLI until the Effective Date)	UBS AG, London Branch 1 Finsbury Avenue London EC2M 2PP United Kingdom
Calculation Agent (in respect of MLI and CGML with effect from the Effective Date)	Merrill Lynch International 2 King Edward Street London EC1A 1HQ
English Legal Advisers to the Issuer	Dechert LLP 160 Queen Victoria Street London EC4V 4QQ United Kingdom
Jersey Legal Advisers to the Issuer	Mourant Ozannes 22 Grenville Street St. Helier Jersey JE4 8PX Channel Islands

Swiss Legal Advisers to the Issuer and Representative under Article 43 of the listing rules of the SIX Swiss Exchange	Lenz & Staehelin Route de Chêne 30 CH-1211 Geneva 17 Switzerland
Swiss Listing/Paying Agent	State Street Bank GmbH, Munich, Zurich branch Beethovenstrasse 19 CH-8027 Zürich Switzerland
English Legal Advisers to the Trustee	Simmons & Simmons LLP CityPoint 1 Ropemaker Street London EC2Y 9SS United Kingdom
Jersey Legal Advisers to the Trustee	Ogier 44 Esplanade St. Helier Jersey JE4 9WG Channel Islands
Auditors of the Issuer	KPMG Channel Islands Limited 37 Esplanade St Helier Jersey JE4 8WQ Channel Islands KPMG Channel Islands is authorised by the Jersey Financial Services Commission to be appointed as an auditor of a Jersey incorporated company under the Companies (Jersey) Law 1991 with Registration Number RA011.
Registrar	Computershare Investor Services (Jersey) Limited Queensway House Hilgrove Street St. Helier Jersey JE1 1ES Channel Islands

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated into this document by reference and are available at the Issuer's website at http://www.etfsecurities.com/retail/ch/en-gb/documents.aspx and at the registered office of the Issuer as set out in paragraph 11 of Part 10 (*Additional Information*):

1. the published audit reports and audited accounts of the Issuer for the year ended 31 December 2016 as published by the Issuer through the SIX Stock Exchange on 17 March 2017;

2. the Conditions applicable to the Swiss Franc Currency-Hedged Commodity Securities set out on pages 113 - 172 in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*) of the 2014 Base Prospectus;

3. the descriptions of the UBS Facility Agreement, UBS Security Agreement and UBS Control Agreement, of the MLI Facility Agreement, MLI Security Agreement, MLI Control Agreement and BAC Guarantee and of the Calculation Agency Agreement as in effect at the date of this Base Prospectus set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*) of the 2014 Base Prospectus; and

4. the particulars of UBS set out in paragraph A of Part 9 (Particulars of the Commodity Contract Counterparties) of the 2014 Base Prospectus.

The remainder of the 2014 Base Prospectus is not incorporated by reference as it is either not relevant for the investor or is covered elsewhere.

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

PART 1

GENERAL

Introduction

The Issuer has created and is initially making available for issue 74 different classes of Swiss Franc Currency-Hedged Commodity Securities denominated in Swiss Francs. There are two kinds of Swiss Franc Currency-Hedged Commodity Securities:

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

In each case Swiss Franc Currency-Hedged Commodity Securities track the daily change in the level of the relevant Commodity Index before fees and adjustments and in the absence of Market Disruption Events.

All classes of Swiss Franc Currency-Hedged Commodity Securities will also reflect a daily hedge against movements in the exchange rate between the US Dollar and the Swiss Franc, which is included in the calculation of the relevant Commodity Index.

These comprise 54 different classes of Individual Securities (representing 27 different commodities and two different maturities) and 20 different classes of Index Securities (representing ten different combinations of commodities and two different maturities).

Swiss Franc Currency-Hedged Commodity Securities give investors the following:

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

Swiss Franc Currency-Hedged Commodity Securities confer no right to receive physical commodities. Rather, they are purely financial instruments. Swiss Franc Currency-Hedged Commodity Securities are non-interest bearing. No amounts are payable under the Swiss Franc Currency-Hedged Commodity Securities prior to their Redemption.

The Classic Commodity Securities are priced by reference to the Bloomberg Commodity Index Swiss Franc Hedged Daily^{SM} and its various sub-indices which are calculated by reference to the US Dollar version of the Bloomberg Commodity Index^{SM}. The Longer Dated Commodity Securities are priced by reference to the Bloomberg Commodity Index Swiss Franc Hedged Daily 3 Month Forward^{SM} and its various sub-indices which are calculated by reference to the Bloomberg Commodity Index 3 Month Forward^{SM} (which tracks the same commodities as the Bloomberg Commodity Index^{SM} but for the Bloomberg Commodity Index 3 Month Forward^{SM}, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index^{SM} in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward^{SM}). Since the indices tracked by the Classic Commodity Securities and the Longer Dated Commodity Securities are exposed to different parts (maturities) of the futures curve, Classic Commodity Securities and Longer Dated Commodity Securities based on the same individual commodities or group of commodities will provide investors with different investment returns depending on the relevant Commodity Index's sensitivity to changes in the commodity price and rate of any backwardation or contango.

The pricing of all Swiss Franc Currency-Hedged Commodity Securities will be based on Commodity Indices published by Bloomberg as the case may be, and calculated in accordance with the Handbook. A copy of the Handbook can be downloaded from the Website.

The Commodity Indices are calculated by reference to the corresponding Unhedged Commodity Indices and provide a hedge against movements in the exchange rate between the US Dollar and the Swiss Franc which is rebalanced on a daily basis. The Unhedged Commodity Indices are widely followed indices which in the case of the Bloomberg Commodity Index^{SM} has been published since 1998, with simulated historical data calculated back to January 1991 and in the case of the Bloomberg Commodity Index 3 Month Forward^{SM} has been published since July 2006, with simulated historical data calculated back to 1991. Further information on the Commodity Indices and the Unhedged Commodity Indices is set out in Part 2 (*The Bloomberg Commodity Index Family*).

The Facility Agreements allow for a change in the Commodity Index used to Price the Swiss Franc Currency-Hedged Commodity Securities. The Commodity Contract Counterparties and the Issuer may agree to use a different commodity index provided that Security Holders are given a minimum of 30 days' notice of the intended change.

The following table shows, in each box, the different classes of Swiss Franc Currency-Hedged Commodity Security that are initially available for issue. The table also shows the commodities included in each class of Index Securities:

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

<table>
<tr><th>Individual Securities</th><th colspan="4">Index Securities</th></tr>
<tr><td>Natural Gas</td><td rowspan="22">All Commodities</td><td rowspan="5">Energy</td><td></td><td rowspan="13"></td></tr>
<tr><td>Brent Crude</td><td rowspan="4">Petroleum</td></tr>
<tr><td>Gasoline</td></tr>
<tr><td>Heating Oil</td></tr>
<tr><td>WTI Crude Oil</td></tr>
<tr><td>Aluminium</td><td rowspan="17">Ex-Energy</td><td rowspan="4">Industrial Metals</td></tr>
<tr><td>Copper</td></tr>
<tr><td>Zinc</td></tr>
<tr><td>Nickel</td></tr>
<tr><td>Gold</td><td rowspan="2">Precious Metals</td></tr>
<tr><td>Silver</td></tr>
<tr><td>Live Cattle</td><td rowspan="2">Livestock</td></tr>
<tr><td>Lean Hogs</td></tr>
<tr><td>Wheat</td><td rowspan="9">Agriculture</td><td rowspan="4">Grains</td></tr>
<tr><td>Kansas Wheat</td></tr>
<tr><td>Corn</td></tr>
<tr><td>Soybeans</td></tr>
<tr><td>Sugar</td><td rowspan="3">Softs</td></tr>
<tr><td>Cotton</td></tr>
<tr><td>Coffee</td></tr>
<tr><td>Soybean Meal</td><td rowspan="2"></td></tr>
<tr><td>Soybean Oil</td></tr>
<tr><td>Gas Oil*</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Cocoa*</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Lead*</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Platinum*</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Tin*</td><td></td><td></td><td></td><td></td></tr>
</table>

* *Longer Dated Commodity Securities of these classes (other than Gas Oil) are not currently available for issue and these commodities are not currently comprised in any class of Index Securities.*

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

Principal Amount thereof and details of the relevant currency-hedged commodity index) will be specified in the applicable Pricing Supplement hereto.

Pricing and Trading of Swiss Franc Currency-Hedged Commodity Securities

The Swiss Franc Currency-Hedged Commodity Securities will have a fixed starting price of CHF10.00. Thereafter the Price of each class of Swiss Franc Currency-Hedged Commodity Security will be calculated daily to reflect the daily movement in the level of the relevant Commodity Index on each Pricing Day and a daily Capital Adjustment which takes into account the applicable Collateral Yield and fees.

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

The Commodity Indices will be as published by Bloomberg.

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

Further information on the pricing of Swiss Franc Currency-Hedged Commodity Securities is set out in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*)

Publication of Pricing Information

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

The Issuer's calculations of the Capital Adjustments and all Prices (and any Indicative Prices) will be posted on the Issuer's website at http://www.etfsecurities.com/retail/uk/en-gb/pricing.aspx.

Listing and Trading

Application has been made for the Swiss Franc Currency-Hedged Commodity Securities to be admitted for listing on the official list of the SIX Swiss Exchange and to be admitted to trading on the regulated market thereof. The class of Swiss Franc Currency-Hedged Commodity Securities to be admitted for listing will be determined by the Issuer from time to time.

In order to provide liquidity to investors and to minimise any tracking error, the Issuer hopes at all times to have at least two Authorised Participants making a market on the SIX Swiss Exchange in some or all of the Swiss Franc Currency-Hedged Commodity Securities (or on other exchanges if the Issuer decides to apply for listing of Swiss Franc Currency-Hedged Commodity Securities on such exchanges). Authorised Participants will have the right to effect applications or redemptions — see below under "Applications and Redemptions" and Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*) under the heading "Applications and Redemptions" for further details.

Each class of Swiss Franc Currency-Hedged Commodity Securities traded on the SIX Swiss Exchange may have different market makers, bid/offer spreads and depth of liquidity and may be traded using different platforms.

Commodity Contracts and Facility Agreements

The liability of the Issuer to Security Holders upon redemption of Swiss Franc Currency-Hedged Commodity Securities will be backed by Commodity Contracts with corresponding terms. Each time Swiss Franc Currency-Hedged Commodity Securities are issued or redeemed by the Issuer, corresponding Commodity Contracts will be created or terminated by the Issuer under a Facility Agreement.

All Commodity Contracts of a particular class will be attributable to the same Portfolio as the existing Commodity Contracts of that class and newly issued Swiss Franc Currency-Hedged Commodity Securities will be backed by the same assets (including the newly created and existing Commodity Contracts of that class) as the existing Swiss Franc Currency-Hedged Commodity Securities of that class.

The Issuer has entered into Facility Agreements with UBS and with MLI (UBS and MLI respectively as the counterparties to the Commodity Contracts). The Issuer has also entered into Security Agreements with UBS and MLI and Control Agreements with UBS and The Bank of New York Mellon (as Securities Intermediary) and with MLI and The Bank of New York Mellon, the terms of which are described below. The Issuer announced on 3 July 2017 that it had entered into the CGML Facility Agreement with CGML and that by a notice dated 30 June 2017 it had exercised its rights under the UBS Facility Agreement to give not less than three months' notice of a Compulsory Pricing Date in respect of all classes of Commodity Contracts without redeeming the equivalent Swiss Franc Currency-Hedged Commodity Securities. The Issuer has agreed with CGML arrangements under which the Commodity Contracts with UBS will be effectively replaced by equivalent Commodity Contracts with CGML.

The Issuer has also entered into a Security Agreement with CGML, a Control Agreement with CGML and The Bank of New York Mellon (as Securities Intermediary), the terms of which are described below. Information relating to UBS is set out in Part 9 (*Particulars of the Commodity Contract Counterparties*) of the 2014 Base Prospectus incorporated by reference herein and information relating to MLI and CGML is set out in Part 9 (*Particulars of the Commodity Contract Counterparties*).

Under the terms of the Facility Agreements, the Issuer can create and terminate Commodity Contracts on a continuous basis, subject to the Creation Limits and the Redemption Limit (and days not being Market Disruption Days) and certain other conditions. Further information on the Creation Limits and the Redemption Limit is set out below.

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

Further information on Commodity Contracts, the Facility Agreements, the Security Agreements and the Control Agreements is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*).

Commodity Contract Counterparties are obliged to provide Collateral to the Issuer to support their obligations under the Commodity Contracts. The Collateral is held in accounts in the names of the Commodity Contract Counterparties at The Bank of New York Mellon. A description of the arrangements for the provision of Collateral by each Commodity Contract Counterparty under its respective Security Agreement and Control Agreement is set out under the heading "Provision of Collateral by the Commodity Contract Counterparties" in Part 4 (*Description of Facility Agreements and Commodity Contracts*).

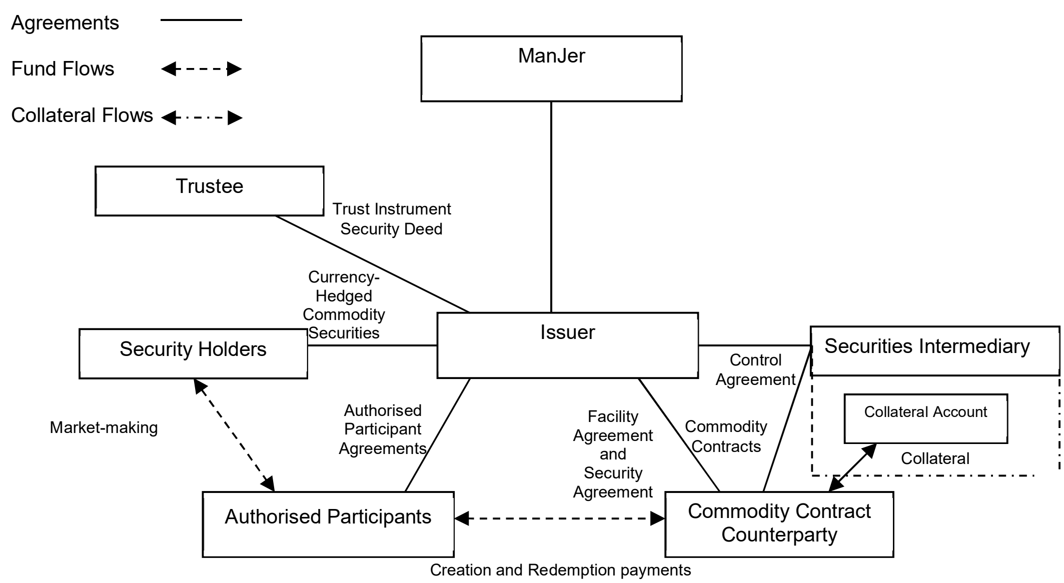
The payment obligations of MLI under the MLI Facility Agreement are also supported by a guarantee from Bank of America Corporation and the payment obligations of CGML under the CGML Facility Agreement are also supported by a guarantee from CGMH. Descriptions of the BAC Guarantee and the Citigroup Guarantee are set out under the headings "BAC Guarantee" and "Citigroup Guarantee" respectively in Part 4 (*Description of Facility Agreements and Commodity Contracts*).

Contract Structure and Flow of Funds for Swiss Franc Currency-Hedged Commodity Securities

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

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

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



A description of the functions of the principal parties in the structure set out above appears below:

Authorised Participants: Only Authorised Participants may deal with the Issuer in applying for or redeeming Swiss Franc Currency-Hedged Commodity Securities, save where on the date on which a Redemption Form is lodged there are no Authorised Participants or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. Authorised Participants will enter into a Direct Agreement with a Commodity Contract Counterparty which sets out the terms and conditions of the settlement of moneys payable for applications and redemptions of the Swiss Franc Currency-Hedged Commodity Securities.

Commodity Contract Counterparty: All Swiss Franc Currency-Hedged Commodity Securities will be backed by corresponding Commodity Contracts with corresponding terms and denominated in Swiss Francs. Each time Swiss Franc Currency-Hedged Commodity Securities are issued or redeemed the Issuer will create or terminate corresponding Commodity Contracts, exactly matching the number and classes of Swiss Franc Currency-Hedged Commodity Securities in question. Commodity Contracts will be created and terminated by the Issuer under the Facility Agreements. The Issuer has entered into Facility Agreements with Commodity Contract Counterparties enabling the Issuer to create and terminate Commodity Contracts on a continuous basis. The Issuer has also entered into Security Agreements under which the Commodity Contract Counterparties have agreed to provide Collateral in respect of their Collateral Exposure at any time.

Securities Intermediary: The Issuer has also entered into Control Agreements under which each Commodity Contract Counterparty is required to post the Collateral deriving from the Security Agreement and relating to Commodity Contracts to the Collateral Account in its name at the Securities Intermediary.

Trustee: Swiss Franc Currency-Hedged Commodity Securities are constituted by the Trust Instrument. Under the terms of the Trust Instrument, the Trustee acts as trustee for the Security Holders of each type of Swiss Franc Currency-Hedged Commodity Securities. All rights of the Issuer in relation to the Facility Agreements, the Commodity Contracts, the Security Agreements and the Control Agreements, to the extent applicable to each Portfolio, are the subject of security granted by the Issuer in favour of the Trustee under the Security Deed.

ManJer: Pursuant to the Services Agreement, ManJer will supply, or arrange the supply of, all management and administration services for the Issuer and will pay all the management and administration costs of the Issuer.

Calculation Agent: The role of the Calculation Agent includes determining the existence of a Market Disruption Event in respect of an Individual Commodity Index and, if a Commodity Index is not calculated and/or published and a substitute value is required to be calculated and published pursuant to the Facility Agreement, or if a Market Disruption Event occurs in respect of any Commodity Index on five or more consecutive General Trading Days, to calculate a substitute value for that Commodity Index in accordance with the Facility Agreement. See also Condition 14 in the Base Prospectus.

Registrar: Keeps and maintains the registers of Security Holders of each class of Swiss Franc Currency-Hedged Commodity Securities.

Applications and Redemptions

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

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

Further information in relation to Applications and Redemptions and the Creation Limits and Redemption Limit is set out under the heading "Applications and Redemptions" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*).

Security Structure

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

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

Thus there are 74 separate Portfolios currently applicable to Swiss Franc Currency-Hedged Commodity Securities. A single Portfolio secures all Swiss Franc Currency-Hedged Commodity Securities of a single class.

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

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

Under the terms of the Security Deed, the Issuer has in respect of each Portfolio assigned to the Trustee by way of security the contractual rights of the Issuer relating to such class under each Facility Agreement, and granted a first-ranking floating charge in favour of the Trustee over all of the Issuer's rights in relation to the Secured Property attributable to the applicable Portfolio, including but not limited to its rights under each Facility Agreement, all Commodity Contracts for the relevant class created pursuant to each Facility Agreement, the BAC Guarantee, the Citigroup Guarantee and the rights of the Issuer under each Security Agreement and each Control Agreement, in each case insofar as it relates to the relevant Portfolio.

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

Under the terms of the Trust Instrument, it is agreed that the Security Holders, or the Trustee on their behalf, will not, in relation to Swiss Franc Currency-Hedged Commodity Securities, institute against, or join any person in instituting against, the Issuer any bankruptcy, suspension of payments, moratorium of any indebtedness, winding-up, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (except for the appointment of a receiver and manager pursuant to the relevant Security Deed) in relation to the Issuer for two years (or, if later, the longest suspense period, preference period or similar period (howsoever described) ending with the onset of insolvency in respect of which transactions entered into by the Issuer within such period may be subject to challenge under applicable insolvency or other proceeding) plus one day after the date on which all amounts payable for all outstanding Swiss Franc Currency-Hedged Commodity Securities issued by the Issuer are repaid.

Further details of the Trust Instrument are set out in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*). Further details of the Security Deed are set out in Part 7 (*Particulars of the Security Deed*).

The Issuer and ManJer

The Issuer is a public limited company incorporated in Jersey for the purpose of issuing debt securities the price of which is related to commodities or commodity indices and entering into the Documents and agreements relating to other classes or classes of commodity securities. The memorandum of association of the Issuer does not contain an 'objects' clause. Under article 18(1) of the Companies (Jersey) Law 1991 (the "**Law**"), the doctrine of *ultra vires* in its application to companies has been abolished and accordingly the capacity of a Jersey company is not limited by anything in its memorandum or articles or by any act of its members. The memorandum of association of a Jersey company therefore need not contain an 'objects' clause.

The shares in the Issuer are all held by HoldCo, a company incorporated in Jersey to act as the holding company of the Issuer. The Issuer is neither directly nor indirectly owned or controlled by any other party to the Programme. The Issuer is dependent upon ManJer to provide management and administration services to it, as further described below under the heading "Administration and Registrar Services".

ManJer intends to promote and to provide management and other services to both the Issuer and other companies issuing asset-backed securities and currently also provides such services to ETFS Commodity Securities Limited, ETFS Hedged Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Hedged Metal Securities Limited, ETFS Metal Securities Australia Limited, ETFS Oil Securities Limited, Gold Bullion Securities Limited, ETFS Foreign Exchange Limited and ETFS Equity Securities Limited.

ETFSL

ETFSL is a Jersey company which was incorporated under the Companies (Jersey) Law 1991 on 20 August 2004. Its registered office is Ordnance House, 31 Pier Road, St. Helier, Jersey, JE4 8PW, Channel Islands. ETFSL is the ultimate holding company of a group of companies which includes the Issuer and HoldCo. It is not engaged in business activities other than as are related to the establishment of schemes similar to that of the Issuer.

Administration and Registrar Services

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

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

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

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

Further certain directors of ManJer have been involved in establishing and operating exchange traded fund companies and related service companies, in particular GO UCITS ETF Solutions PLC and its manager GO ETF Management Company Limited in Ireland, ETFS Trust and its investment adviser ETF Securities Advisors LLC in the U.S.

Management Fee and Licence Allowance

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

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

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

ManJer will pay the Licence Allowance to ETFSL to enable ETFSL to pay any fees due under the Licence Agreement.

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

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

Commodity Contract Counterparty fees

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

	Commodity Hedging Cost (per cent. per annum)	**FX Daily Hedging Cost (per cent. per annum)**
Swiss Franc Classic Securities	0.45	0.35
Swiss Franc Longer Dated Securities	0.60	0.35

The Commodity Contract Counterparties may also, on such basis as may be agreed between that Commodity Contract Counterparty and ETFSL, agree to further payments in respect of costs incurred by ETFSL or ManJer. Any such payments will not have any impact on holders of Swiss Franc Currency-Hedged Commodity Securities.

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

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

The Capital Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts. As at 7 September 2017 the rate of the Capital Adjustment was as follows:

	Daily†	**Annual***
Swiss Franc Classic Securities	-0.00743%	-2.68%
Swiss Franc Longer Dated Securities	-0.00784%	-2.82%

† as of 7 September 2017 (rate changes weekly)

* is the Daily rate compounded over 365 days

Calculation Agent

Until the UBS Termination Date, UBS is required to act as Calculation Agent under and solely for the purposes of the UBS Facility Agreement and until the Effective Date, UBS is required to act as Calculation Agent for the purposes of the MLI Facility Agreement. UBS will cease to act as Calculation Agent in respect of UBS upon the termination of the UBS Facility Agreement on the UBS Termination

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

More information on the role of UBS as Calculation Agent is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*) of the 2014 Base Prospectus under the headings "Calculation Agency Agreement" and "Calculation Agent" and on the role of MLI as Calculation Agent is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*) of this Base Prospectus under the headings "Calculation Agency Agreement" and "Calculation Agent".

Directors, Administrator and Secretary

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

Graham Tuckwell — Chairman

Mr Tuckwell is the founder and chairman of ETF Securities Limited, ManJer, HoldCo and the Issuer and of nine other companies issuing exchange-traded products: Gold Bullion Securities Limited in Jersey, ETFS Metal Securities Australia Limited in Australia (which two companies obtained the world's first listings of an exchange traded commodity on a stock exchange), ETFS Commodity Securities Limited, ETFS Hedged Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited, ETFS Hedged Metal Securities Limited and ETFS Equity Securities Limited. He is also a director of GO UCITS ETF Solutions PLC and of its manager GO ETF Management Limited in Ireland, a trustee of ETFS Trust in the U.S. as well as the President and Chief Executive Officer of ETF Securities USA LLC. Assets under management in those companies are in excess of US$22 billion. He is also a director of ETFS Management (AUS) Limited in Australia. Previously, Mr Tuckwell was the founder and managing director of Investor Resources Limited, a boutique corporate advisory firm which specialised in providing financial, technical and strategic advice to the resources industry. He has more than 20 years of corporate and investment banking experience. Prior to the above activities, Mr Tuckwell was Head of Mining Asia/Pacific at Salomon Brothers, Group Executive Director at Normandy Mining responsible for Strategy and Acquisitions and Head of Mergers and Acquisitions at Credit Suisse First Boston in Australia. He holds a Bachelor of Economics (Honours) and a Bachelor of Laws degree from the Australian National University.

Christopher Foulds — Non-Executive Director

Mr Foulds is responsible for Financial Reporting at ETF Securities Limited and is the Compliance Officer of the Issuer and ETFS Management Company (Jersey) Limited. He is also a non-executive director and the Compliance Officer of the Issuer, Gold Bullion Securities Limited, ETFS Oil Securities Limited, ETFS Metal Securities Limited, ETFS Hedged Commodity Securities Limited, ETFS Foreign Exchange Limited, ETFS Hedged Metal Securities Limited, ETFS Commodity Securities Limited and ETFS Equity Securities Limited. He is the Vice President, Chief Financial Officer, Treasurer and Secretary of ETF Securities USA LLC and the Chief Financial Officer of ETF Securities Advisors LLC. Mr. Foulds was previously a director of Active Services (Jersey) Limited, providing start-up management and support services to the funds sector and also held various roles with Deloitte between 2001 and 2008. Mr Foulds is a Chartered Accountant (FCA) and holds a BSc in Mathematics with Financial Management from the University of Portsmouth.

Joseph Roxburgh – Non-Executive Director and Secretary

Mr Roxburgh is the Chief Financial Officer of ETFSL and is also a non-executive director of HoldCo, ManJer, the Issuer, Gold Bullion Securities Limited, ETFS Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Hedged Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited, ETFS Hedged Commodity Securities Limited and ETFS Equity Securities Limited. He is also a director of GO UCITS ETF Solutions PLC and of its manager GO ETF Management Limited in Ireland and Chief Financial Officer of ETFS Trust in the U.S. From 2006 to 2012, he was Group Finance Director for a Jersey based individual managing a global portfolio of commercial and financial investments. From 2004 to 2006, he was Group Finance Director and Company Secretary for Brand Advantage Group and held various roles at KPMG between 1993 and 2004. Mr Roxburgh is a Chartered Accountant (FCA) and a member of the Association of Corporate Treasurers (AMCT). He holds an

Executive MBA from University of Bristol/Ecole Nationale des Ponts et Chausses and a BSc in Physics from the University of Manchester.

Steven Ross — Non-Executive Director

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

R&H Fund Services (Jersey) Limited — Administrator

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

Craig Andrew Stewart
Hilary Patricia Jones
Steven George Ross

John-Paul Joseph Meagher

Directors and Secretary of ManJer

The directors of ManJer at the date of this Base Prospectus are Graham Tuckwell, Joseph Roxburgh, Craig Stewart and Hilary Jones. The secretary of ManJer at the date of this document is Joseph Roxburgh. The biographies of Mr Tuckwell and Mr Roxburgh are set out under the heading "Directors, Administrator and Secretary of the Issuer" above. The biographies of the other directors are as follows:

Craig Stewart

Mr Stewart has been a member of the board of directors of ManJer since July 2013. Mr Stewart graduated from Edinburgh University in 1987 with a degree in Politics and worked in commercial roles for two blue chip companies headquartered in London. In 1993, he joined Arthur Andersen's Audit and Business Advisory practice in Jersey and qualified as a chartered accountant in 1997. He has specialised in the investment fund sector and been particularly involved with retail, institutional and private equity funds. In 1997, he was promoted to manager with sole responsibility for Andersen's asset management clients in European offshore jurisdictions. He was also the manager on a significant number of consulting assignments including controls reviews, operational reviews, due diligence projects, benchmarking studies and forensic investigations. In April 2000, he joined Rawlinson & Hunter's fund administration division and in January 2001 he was promoted to Director of R&H Fund Services (Jersey) Limited. He was admitted to the partnership of Rawlinson & Hunter, Jersey in 2003. Mr Stewart has worked in the offshore fund management industry for 20 years and also served as a committee member of the Jersey Fund Managers Association. Mr Stewart was also a director of the Issuer until June 2013 and is a non-executive director of HoldCo.

Hilary Jones

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

Conflicts of Interest

Mr Tuckwell and Mr Roxburgh are each also directors of ManJer, a provider of services to the Issuer, and all of the Directors are also directors of HoldCo, the sole shareholder of the Issuer. Mr Ross is also a director of R&H Fund Services (Jersey) Limited, the corporate administrator of the Issuer. Mr Tuckwell is also a director of and a shareholder in ETFSL. Mr Roxburgh is also the secretary of the Issuer and Chief Financial Officer of ETFSL. Mr Foulds is also the Compliance Officer of the Issuer and ManJer. While these roles could potentially lead to conflicts of interest, the Directors do not believe there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interests and/or other duties which they have.

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

Further Information

Information regarding taxation in Switzerland and Jersey in respect of the Programme and Swiss Franc Currency-Hedged Commodity Securities is set out in Part 10 (*Additional Information*). If an investor is in any doubt about the tax position, it should consult a professional adviser.

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

PART 2

THE BLOOMBERG COMMODITY INDEX FAMILY

Bloomberg Commodity Indices – Daily Currency Hedged Versions and Sub-Indices

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

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

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

The Bloomberg Commodity Indices - Daily Currency Hedged Versions are intended as benchmarks for non-US Dollar investors wishing to invest in the Bloomberg Commodity Index^{SM} and sub-indices and the Bloomberg Commodity Index 3 Month Forward^{SM} and sub-indices, which are calculated in US Dollars, for which the effects of foreign exchange risk are hedged. The Bloomberg Commodity Indices - Daily Currency Hedged Versions are denominated in various currencies including the Swiss Franc. Each such index is calculated by reference to the Bloomberg Commodity Index^{SM} or the Bloomberg Commodity Index 3 Month Forward^{SM} (which are calculated in US Dollars) and reflects a hedge into another currency (that is, in relation to the Currency-Hedged Commodity Indices, into Swiss Francs) which is rebalanced on a daily basis.

The Unhedged Commodity Indices are widely followed indices which in the case of the Bloomberg Commodity Index^{SM}, and the Unhedged Classic Individual Commodity Indices for the commodities included therein (other than Brent Crude), has been published since 1998, with simulated historical data calculated back to January 1991 and in the case of the Bloomberg Commodity Index 3 Month Forward^{SM}, and the Unhedged Longer Dated Individual Commodity Indices for the commodities included therein, has been published since July 2006, with simulated historical data calculated back to 1991. The Cocoa Unhedged Individual Commodity Index has been published since February 2006 with simulated historical data calculated back to 1991, the Lead, Platinum and Tin Unhedged Individual Commodity Indices have been published since March 2008 with simulated historical data calculated back to 1991, the Brent Crude and Gas Oil Unhedged Individual Commodity Indices have been published since December 2011, with simulated historical data calculated back to 1991, the Soybean Meal Unhedged Individual Commodity Indices have been published since June 2010, with simulated historical data calculated back to 1991, and the Kansas Wheat Unhedged Individual Commodity Indices have been published since November 2012, with simulated historical data calculated back to 1991. At the beginning of 1991 each index started at 100 and is increased or decreased each day pursuant to the calculation methodology set out in the Handbook by reference to prices of the relevant constituent futures contracts. Consequently the Unhedged Commodity Indices and the Commodity Indices are excess return indices.

The same input components used for Unhedged Commodity Indices are also used by Bloomberg in conjunction with UBS Securities to construct indices representing smaller groups of commodities and Unhedged Individual Commodity Indices. Cocoa, Lead, Platinum, Tin and Gas Oil are not currently included in the Bloomberg Commodity Index^{SM} or the Bloomberg Commodity Index 3 Month Forward^{SM}.

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

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

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

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

Composition and Weightings

The weightings of the components in the Bloomberg Commodity Index^{SM}, and hence in the other Unhedged Composite Commodity Indices, are subject to change periodically. Apart from changes to the weightings, there can be changes to the actual commodities and Designated Contracts included in the Bloomberg Commodity Index^{SM}. At present there are 26 commodities eligible for inclusion in the Bloomberg Commodity Index^{SM} but four of those commodities (cocoa, lead, platinum and tin) are currently not included in the Bloomberg Commodity Index^{SM}. Bloomberg also calculates in conjunction with UBS Securities) Unhedged Individual Commodity Indexes and Individual Commodity Indexes for four other commodities (gas oil, soybean meal, orange juice and feeder cattle) not currently eligible for inclusion in the Bloomberg Commodity Index^{SM}. The same commodities and unit weightings as are used in the Bloomberg Commodity Index^{SM} are also used in the Bloomberg Commodity Index 3 Month Forward^{SM} and hence in the composite 3-month forward sub-indices.

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

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

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

Designated Contracts

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

The Designated Contracts, and Designated Month Contracts, for each of the 26 commodities currently eligible for inclusion in the Bloomberg Commodity Index^{SM}, and for gas oil (which is not currently eligible for inclusion in the Bloomberg Commodity Index^{SM} but which is used in calculating Unhedged Individual Commodity Indexes and Individual Commodity Indexes), are currently as follows:

Table 2a — Designated Contracts and Designated Month Contracts

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

For the Bloomberg Commodity Index 3 Month Forward^{SM} the designated month contracts are exactly the same as for the Bloomberg Commodity Index^{SM} save that for the Bloomberg Commodity Index 3 Month Forward^{SM}, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index^{SM} in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward^{SM}. The current Lead Future contracts for the Bloomberg Commodity Index^{SM} are shown in Table 2b. For each month of the year, a Designated Contract is used as the Lead Contract in calculating the Bloomberg Commodity Indices^{SM}. The month of the year is shown across the top row. The relevant Unhedged Classic Individual Commodity Index is shown along the left hand side. The months in the body of the table indicate the specific Lead Contract to apply in each month labelled at the top of each column. If today is August 23, 2017, then the Lead Contract for the Bloomberg Natural Gas Index^{SM} is the Natural Gas contract for delivery in November 2017. The Lead Contract for the Bloomberg Natural Gas 3 Months Forward

Index℠ is therefore the Lead Contract which will be the Lead Contract for the Bloomberg Natural Gas Index℠ in November 2017, which is the Natural Gas contract for delivery in January 2018.

Table 2b — Lead Futures for Bloomberg Commodity Index℠

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

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

Roll Process

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

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

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

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

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

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

Market Disruption Days

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

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

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

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

Daily Currency Hedged Versions

The Currency-Hedged Commodity Indices are denominated in Swiss Francs and each index aims to replicate the performance of the Bloomberg Commodity Index^{SM} (denominated in US Dollars), save that foreign exchange rate exposures affecting the index principal are hedged against the Swiss Franc. Like the Bloomberg Commodity Index^{SM} and the Bloomberg Commodity Index 3 Month Forward^{SM}, the Currency-Hedged Commodity Indices are excess return indices.

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

Effect of the Currency-Hedged Commodity Indices

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

Table 3

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

	USD/CHF FX Rate	Bloomberg Commodity Index^{SM}	Bloomberg Commodity Index Swiss Franc Hedged Daily^{SM}	Quanto CHF Hedged Index
Level at close Day t-1	0.9000	200.000	100.000	100.000
Level at close Day t	1.0000	220.000	109.000(1)	110.000(2)
% Change	+11.11	+10.00	+9.00	+10.00

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

	USD/CHF FX Rate	Bloomberg Commodity Index^{SM}	Bloomberg Commodity Index Swiss Franc Hedged Daily^{SM}	Quanto CHF Hedged Index
Level at close Day t-1	0.9000	200.000	100.000	100.000
Level at close Day t	0.8000	180.000	88.750(1)	90.000(2)
% Change	-11.11	-10.00	-11.25	-10.00

(1) For more details on the calculation please refer to the Handbook
(2) Performance of the quanto *strategy is equal to the performance of the Bloomberg Commodity Index^{SM}*

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

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

Table 4

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

	USD/CHF FX Rate	Bloomberg Commodity Index^{SM}	Bloomberg Commodity Index Swiss Franc Hedged Daily^{SM}	Quanto CHF Hedged Index
Level at close Day t-1	0.9000	200.000	100.000	100.000
Level at close Day t	0.8000	220.000	111.250$^{(1)}$	110.000$^{(2)}$
% Change	-11.11	+10.00	+11.25	+10.00

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

	USD/CHF FX Rate	Bloomberg Commodity Index ^{SM}	Bloomberg Commodity Index Swiss Franc Hedged Daily^{SM}	Quanto CHF Hedged Index
Level at close Day t-1	0.9000	200.000	100.000	100.000
Level at close Day t	1.0000	180.000	91.000$^{(1)}$	90.000$^{(2)}$
% Change	+11.11	-10.00	-9.00	-10.00

(1) For more details on the calculation please refer to the Handbook
(2) Performance of the quanto *strategy is equal to the performance of the Bloomberg Commodity Index^{SM}*

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

Historical correlation coefficients

Table 5 shows the historical correlations between the performance of the Swiss Franc foreign exchange rate (expressed against the US Dollar) and the return of the Unhedged Classic Composite Commodity Indices and Unhedged Classic Individual Commodity Indices over a range of periods.

Table 5 - Historical correlation coefficient between the returns of hedged currency (vs. US dollar) and the returns of the BCOM CI expressed in U.S. Dollar

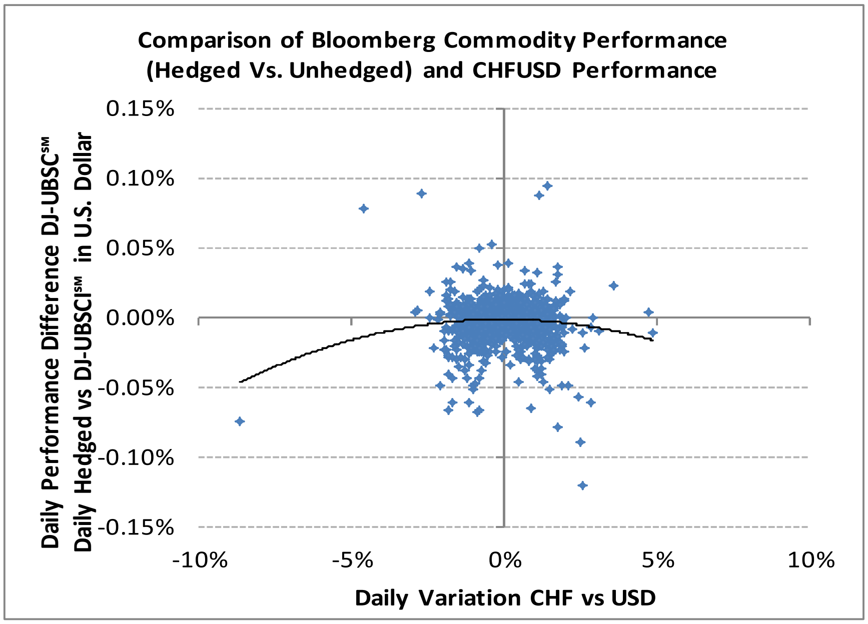
Frequency of calculation: Daily basis

	Period considered: January 1991 to August 2017	**Period considered: January 2004 to August 2017**	**Period considered: January 2011 to August 2017**
	CHF	CHF	CHF
Main index and sub indices			
BCOM All Commodity	0.17	0.29	0.25
Ex-Energy	0.21	0.32	0.26
Energy	0.08	0.18	0.15
Petroleum	0.08	0.19	0.17
Precious Metals	0.27	0.38	0.28
Industrial Metals	0.14	0.26	0.28
Agriculture	0.13	0.21	0.15
Grains	0.11	0.19	0.11
Softs	0.12	0.19	0.17
Livestock	0.01	0.03	-0.08
Indiviual sub indices			
Natural Gas	0.04	0.09	0.03
Crude Oil	0.08	0.19	0.17
Unleaded Gas	0.06	0.16	0.16
Heating Oil	0.08	0.19	0.17
Aluminium	0.13	0.25	0.28
Copper	0.13	0.24	0.28
Zinc	0.10	0.18	0.16
Nickel	0.09	0.16	0.20
Gold	0.27	0.41	0.30
Silver	0.23	0.34	0.26
Live Cattle	0.00	0.02	-0.10
Lean Hogs	0.01	0.04	-0.02
Wheat	0.09	0.15	0.13
Corn	0.09	0.17	0.08
Soybean	0.10	0.17	0.11
Sugar	0.07	0.11	0.12
Cotton	0.06	0.14	0.10
Coffee	0.05	0.14	0.15
Soybean Oil	0.08	0.18	0.13
Soybean Meal	0.08	0.18	0.10
Cocoa(1)	0.14	0.18	0.16
Lead(1)	0.13	0.19	0.21
Tin(1)	0.10	0.16	0.16
Platinum(1)	0.17	0.28	0.27

As can be seen above, the correlation between the performance of the Swiss Franc against the US Dollar and the performance of the Unhedged Commodity Index has generally been relatively low which implies that over the periods above Swiss Franc-denominated Currency-Hedged Commodity Indices would have been expected to outperform the corresponding Unhedged Commodity Index on a particular day.

Table 6 shows (based on back tested data) the impact of daily variations in the Swiss Franc foreign exchange rates against the US Dollar upon the difference in performance of the Swiss Franc currency-hedged version of the Bloomberg Commodity Index and the Bloomberg Commodity Index itself (denominated in US Dollars) between April 2001 and August 2017.

Table 6



Performances daily hedged CHF	Daily basis	Annual basis[1]
Average daily difference of performance	-0.002%	-0.44%
Standard deviation daily difference	0.0664%	1.05%

[1]annualised daily data on a 250 days per year basis

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

Disclaimer by UBS, UBS Securities and Bloomberg

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

This Base Prospectus relates only to the Swiss Franc Currency-Hedged Commodity Securities and does not relate to the exchange-traded physical commodities underlying any of the Bloomberg Commodity Index^{SM} components. Purchasers of the Swiss Franc Currency-Hedged Commodity Securities should not conclude that the inclusion of a futures contract in the Bloomberg Commodity Index^{SM} is any form of investment recommendation of the futures contract or the underlying exchange-traded physical commodity by Bloomberg, UBS, UBS Securities or any of their subsidiaries or affiliates. The information in this Base Prospectus regarding the Bloomberg Commodity Index^{SM} components has been derived solely from publicly available documents. None of Bloomberg, UBS, UBS Securities or any of their subsidiaries or affiliates has made any due diligence inquiries with respect to the Bloomberg Commodity Index^{SM} components in connection with the Swiss Franc Currency-Hedged Commodity Securities. None of Bloomberg, UBS, UBS Securities or any of their subsidiaries or affiliates makes any representation that these publicly available documents or any other publicly available information regarding the Bloomberg Commodity Index^{SM} components, including without limitation a description of factors that affect the prices of such components, are accurate or complete.

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

PART 3

DESCRIPTION OF SWISS FRANC CURRENCY-HEDGED COMMODITY SECURITIES

The following is a description of the rights attaching to Swiss Franc Currency-Hedged Commodity Securities. Until the Effective Date, the legally binding Conditions of Swiss Franc Currency-Hedged Commodity Securities are as set out in Part 6 (Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities) of the 2014 Base Prospectus. Following the Effective Date, the legally binding Conditions of Swiss Franc Currency-Hedged Commodity Securities are as set out in Part 6 (Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities) of this Base Prospectus. Copies of the Trust Instrument, by which Swiss Franc Currency-Hedged Commodity Securities are constituted, are available for inspection as set out in paragraph 11 of Part 10 (Additional Information) under the heading "Documents Available for Inspection".

Pricing of Swiss Franc Currency-Hedged Commodity Securities

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

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

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

Prices for all types of Swiss Franc Currency-Hedged Commodity Security are calculated as at the end of each Pricing Day for each type of Commodity Security, any Indicative Prices are calculated as at the end of each day when required under the Conditions and such Prices and any Indicative Prices will be posted on the Issuer's website at http://www.etfsecurities.com/retail/ch/en-gb/pricing.aspx.

In certain circumstances the Calculation Agent may declare a day to be a Market Disruption Day for one or more Commodity Indices under the Facility Agreements and, if so, the mechanism described in the heading "Market Disruption Days" in Part 2 (*The Bloomberg Commodity Index Family*) and under the headings "Applications and Redemptions – Settlement Pricing" and "Applications and Redemptions – Redemption Processes" below will operate.

54 classes of Individual Securities and 20 classes of Index Securities will initially be available for issue under this programme: 27 classes of Classic Individual Securities, 27 classes of Longer Dated Individual Securities, ten classes of Classic Index Securities and ten classes of Longer Dated Index Securities. These are shown in the tables under the heading "Classes of Swiss Franc Currency-Hedged Commodity Securities" on page 28.

A Swiss Franc Currency-Hedged Commodity Security is an undated limited recourse secured debt security of the Issuer to be issued pursuant to, and constituted by, the Trust Instrument.

Swiss Franc Currency-Hedged Commodity Securities will be priced in Swiss Francs and settled in US Dollars. The Commodity Indices will be those calculated and published by Bloomberg for that Pricing Day. The Indices are currently published to seven significant figures. The Price will be calculated in the case of all Commodity Securities to seven places of decimals with 0.00000005 rounded upwards.

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

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

where:

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

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

i refers to the relevant class of Commodity Security;

t refers to the applicable calendar day;

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

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

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

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

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

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

Capital Adjustment

The rate of the Capital Adjustment for each class of Swiss Franc Currency-Hedged Commodity Security is that agreed from time to time by the Commodity Contract Counterparties and the Issuer and as at the date of this Base Prospectus is the four-week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Swiss Franc less the Management Fee of 0.49 per cent. per annum, the Licence Allowance of 0.05 per cent. per annum and a Spread relating to the relevant class of Commodity Security. The Spread for each class of Commodity Security as at the date of this Base Prospectus is equal to the sum of the Commodity Hedging Cost and the FX Daily Hedging Cost in respect of that class, as specified below:

	Commodity Hedging Cost (per cent. per annum)	FX Daily Hedging Cost (per cent. per annum)
Swiss Franc Classic Securities	0.45	0.35
Swiss Franc Longer Dated Securities	0.60	0.35

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

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

The Capital Adjustment and the Collateral Yield applying to each type of Swiss Franc Currency-Hedged Commodity Security on each day will be posted by the Issuer on its website, at http://www.etfsecurities.com/retail/uk/en-gb/pricing.aspx.

As at 7 September 2017, the rate of the Capital Adjustment and the Collateral Yield is as follows:

	Capital Adjustment †	Collateral Yield*
Swiss Franc Classic Securities	**-0.00743%**	**-2.14%**
Swiss Franc Longer Dated Securities	**-0.00784%**	**-2.28%**

† as of 7 September 2017 (rate changes weekly)

* is the Capital Adjustment plus the daily Management Fee and License Allowance expressed as a percentage rate per annum over 365 days

Authorised Participants

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

Authorised Participant Agreements have been entered into with Merrill Lynch International, Susquehanna International Securities Limited, Susquehanna Ireland Limited, Flow Traders B.V., Jane Street Financial Limited, CGML and UBS AG, London Branch the terms of which are summarised in paragraph 3 of Part 10 (*Additional Information*).

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

The Issuer will use its reasonable endeavours to ensure that at all times for the duration of the Programme there are at least two Authorised Participants. In the event that at any time there are no Authorised Participants, Security Holders will be permitted to redeem Swiss Franc Currency-Hedged Commodity Securities respectively held by them directly from the Issuer.

Applications and Redemptions

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

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

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

Application Processes

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

The Minimum Creation Amount is CHF50,000 per class of Swiss Franc Currency-Hedged Commodity Security.

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

Application moneys for all Swiss Franc Currency-Hedged Commodity Securities must be paid by Applicants in US Dollars. The amount due in US Dollars will be calculated by applying the Settlement Foreign Exchange Rate to the aggregate Swiss Franc price. Payments must be made directly to the relevant Commodity Contract Counterparty by the Authorised Participant making the Application, via the CREST system on a delivery versus payment basis. Legal title to Swiss Franc Currency-Hedged Commodity Securities will be transferred by means of the CREST system and evidenced by an entry on the Register.

It will be the responsibility of the Authorised Participant making the Application to make all necessary arrangements for the Swiss Franc Currency-Hedged Commodity Securities applied for to be available for settlement through SIX SIS SA.

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

(a) (subject as set out under “The System” below) receipt by the Issuer of a valid Application Form;

(b) the creation of matching Commodity Contracts; and

(c) Listing in respect of such Swiss Franc Currency-Hedged Commodity Securities having become effective.

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

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

Agreed Pricing

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

Settlement Pricing

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

- an Application for Swiss Franc Currency-Hedged Commodity Securities using Settlement Pricing may only be made on an Issuer Business Day (a day which is both a London Business Day and a General Trading Day);

- a Price will be determined for each class relevant to a valid Application on the day of Application if it is a Pricing Day for that class; if it is not then (unless withdrawn where permitted under the Authorised Participant Agreements) the Authorised Participant Agreements (and the Facility Agreements in respect of the corresponding Commodity Contracts) contain provisions designed to determine a Price based on the value of equivalent underlying futures contract positions for days following the day of the Application until values can be determined for all equivalent underlying futures contract positions;

- settlement by the Applicant will normally be due on the second London Business Day, after the Pricing Day on which the Price is determined;

- an Application received by the Issuer after 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) but before 6.30 p.m. on an Issuer Business Day will be valid, but will be treated as having been received at 8.00 a.m. on the next following Issuer Business Day (unless the relevant Commodity Contract Counterparty agrees otherwise, in which case it will be treated as having been received prior to 2.30 p.m. on that Issuer Business Day);

- an Application received by the Issuer prior to 8.00 a.m. or after 6.30 p.m. on an Issuer Business Day, or on a day which is not an Issuer Business Day, will only be valid if the relevant Commodity Contract Counterparty confirms to the Issuer that corresponding Commodity Contracts will be created notwithstanding the time of submission of the Application;

- upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the relevant Commodity Contract Counterparty creating such number of Commodity Contracts as correspond to the Application, and will confirm its receipt of such Creation Notice; and

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

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

Allocation of Commodity Contracts

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

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

- in a case where an application is made for Swiss Franc Currency-Hedged Commodity Securities by an Authorised Participant which is, or an affiliate of which is, a Commodity Contract Counterparty, the equivalent Commodity Contracts should be entered into with that Commodity Contract Counterparty (and referred to as its “Firm Contracts”); and

- other applications will result in the creation of “Portfolio Contracts” and will generally be allocated by the Issuer to one or other Commodity Contract Counterparty in accordance with policies and procedures agreed from time to time between them.

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

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

Redemption Processes

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

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

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

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

- if a valid Redemption Form requesting Settlement Pricing is lodged with the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on an Issuer Business Day and that day is a Pricing Day for the class of Swiss Franc Currency-Hedged Commodity Securities which are the subject of the Redemption Form, the applicable Redemption Payment Date (on which the redemption will be settled) will be two London Business Days following that Pricing Day, or if such day and the immediately preceding day are each not a New York Business Day, the next day which is a Business Day; and

- when Swiss Franc Currency-Hedged Commodity Securities are to be redeemed, the Issuer will terminate an Equivalent Number of Commodity Contracts, subject to the Issuer’s discretion to elect to satisfy Redemption Forms by transfer of the appropriate number of Swiss Franc Currency-Hedged Commodity Securities to one or more Applicants from Security Holders seeking redemption.

Further details of the procedure relating to Redemptions are set out in the Conditions.

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

The System

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

It is expected that all Applications will be made and all Redemptions will be requested using the System. In the event of a failure in the System, Applications may be made and Redemptions may be requested using the forms and notices described under the headings "Applications and Redemptions – Application Processes", "Applications and Redemptions – Settlement Pricing" and "Applications and Redemptions – Redemption Processes" above and under the heading "Commodity Contracts" in Part 4 (*Description of Facility Agreements and Commodity Contracts*).

Creation Limits and Redemption Limit

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

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

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

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

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

Compulsory Redemptions

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

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

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

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

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

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

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

The UBS Facility Agreement will terminate on the UBS Termination Date. MLI has only agreed to supply Commodity Contracts to the Issuer for ten years from 11 January 2013 and CGML has only agreed to supply Commodity Contracts to the Issuer for ten years from the Effective Date (although each Commodity Contract Counterparty may terminate its Facility Agreement on three months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Swiss Franc Currency-Hedged Commodity Securities. The Issuer has agreed with CGML arrangements under which the Commodity Contracts with UBS will be effectively replaced by Commodity Contracts with CGML.

Where a compulsory redemption occurs, the Swiss Franc Currency-Hedged Commodity Securities to be redeemed will be priced in the normal way as set out under the headings "Pricing of Swiss Franc Currency-Hedged Commodity Securities" and "Applications and Redemptions" above and will include an adjustment for interest as more fully described in the Conditions, but depending on the number of Swiss Franc Currency-Hedged Commodity Securities to be redeemed this pricing may occur over a period of more than one day. Details of the circumstances in which this could occur are set out in the Conditions.

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

Application Fees and Redemption Fees

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

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

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

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

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

Right to Satisfy Applications and Redemptions by Transfer

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

Security

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

Consolidation and Division of Swiss Franc Currency-Hedged Commodity Securities

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

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

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

PART 4

DESCRIPTION OF FACILITY AGREEMENTS AND COMMODITY CONTRACTS

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

At the date of this Base Prospectus, the Issuer has Facility Agreements in force with UBS and MLI. The terms of the UBS Facility Agreement, UBS Security Agreement and UBS Control Agreement, of the MLI Facility Agreement, MLI Security Agreement, MLI Control Agreement and BAC Guarantee and of the Calculation Agency Agreement as in effect prior to the amendments described below, are described in Part 4 (*Description of Facility Agreements and Commodity Contracts*) of the 2014 Base Prospectus.

As announced by the Issuer on 3 July 2017:

- the Issuer entered into a new Facility Agreement with CGML dated 29 June 2017 appointing CGML as a Commodity Contract Counterparty for the Swiss Franc Currency-Hedged Commodity Securities. The CGML Facility Agreement is on similar terms to the existing Facility Agreements with UBS and MLI, save as set out under the headings "Collateral Changes" and "EU Benchmarks Regulation" below;

- by a notice dated 30 June 2017 the Issuer exercised its rights under the UBS Facility Agreement to give not less than three months' notice of a Compulsory Pricing Date in respect of all classes of Commodity Contracts without redeeming the equivalent Swiss Franc Currency-Hedged Commodity Securities; and

- the Issuer entered into an agreement amending and restating the MLI Facility Agreement with effect from the Effective Date. The amended and restated MLI Facility Agreement is on similar terms to the existing MLI Facility Agreement and the CGML Facility Agreement, save as set out under the headings "Collateral Changes" and "EU Benchmarks Regulation" below. MLI will be the Calculation Agent under the amended and restated MLI Facility Agreement and the CGML Facility Agreement with effect from the Effective Date. At the same time and with effect from the Effective Date, the Issuer entered into an agreement with MLI amending and restating the MLI Security Agreement and with MLI and the Bank of New York Mellon amending the MLI Control Agreement.

The CGML Facility Agreement will become effective and the amendment and restatement agreement relating to the MLI Facility Agreement will each become effective on the Effective Date.

The effectiveness of the CGML Facility Agreement is subject to the satisfaction or waiver of a number of conditions including:

- the Authorised Participant Agreements with certain of the existing Authorised Participants becoming operative with CGML;

- the publication of a prospectus giving particulars, inter alia, of CGML; and

- a supplemental trust instrument having been entered into amending the Conditions of the Swiss Franc Currency-Hedged Commodity Securities and such amendments having become effective.

Collateral Changes

As a result of changes in the regulation of over-the-counter derivative contracts, MLI and CGML as Commodity Contract Counterparties will be subject to an obligation in relation to their Commodity Contracts to post and collect variation margin, complying with specific requirements as to eligibility and subject to certain “haircuts”. The CGML Security Agreement and the amended and restated MLI Security Agreement therefore include changes so as to comply with these requirements. Although under the legal requirements, margin can consist of debt securities with a lower credit rating than as permitted under the existing Security Agreements, MLI and CGML have agreed that, save as regards Japanese government debt securities, collateral posted under the Security Agreements will continue to comply with the existing eligibility conditions. The Issuer has agreed with MLI and CGML that Japanese government debt securities may constitute eligible collateral subject to a minimum credit rating of ‘A-’ by S&P or Fitch or ‘A3’ by Moody’s, and subject to a higher “haircut”.

Details of the types of eligible collateral and applicable haircuts are set out under the heading “Security Agreements and Control Agreements” below.

Although MLI and CGML are subject to a technical requirement to collect variation margin in relation to Commodity Contracts prior to payment therefor, MLI and CGML acknowledge in the Facility Agreements that payment of a Creation Amount in respect of any Commodity Contract (whether by payment in cash or by set-off) will extinguish any requirement of the Issuer to provide variation margin and agree that any failure to provide such variation margin will not constitute a breach of the Facility Agreement. The only remedy available to MLI or CGML (as the case may be) for a failure to provide such variation margin (which can only arise due to a failure by an Authorised Participant to make payment of the Creation Amount in respect of the equivalent Commodity Security) will be the termination of the relevant Commodity Contract for which payment has not been made. In such event (and without prejudice to any payments that may be required to be made between the relevant Commodity Contract Counterparty and Authorised Participant pursuant to a Direct Agreement), the relevant Commodity Securities applied for will not be issued.

EU Benchmarks Regulation

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

- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing; and

- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

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

As the Issuer is a special purpose company, whose only assets attributable to Swiss Franc Currency-Hedged Commodity Securities will be rights under the Facility Agreements, Commodity Contracts, Security Agreements and the Guarantees, the ability of the Issuer to meet its obligations upon redemption of Swiss Franc Currency-Hedged Commodity Securities will be wholly dependent on its ability to receive payment on termination of Commodity Contracts from the Commodity Contract Counterparties or from BAC (in the case of MLI) or CGMH (in the case of CGML) under the applicable

Guarantee or the realisation of Collateral under the applicable Security Agreement and Control Agreement. The Facility Agreements, the Commodity Contracts provided thereunder, the Security Agreements and the Guarantees have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Swiss Franc Currency-Hedged Commodity Securities, and are each governed by English law other than the Security Agreements which are governed by New York law.

The remaining descriptions in this Part 4 (*Description of Facility Agreements and Commodity Contracts*) relate to the amended and restated MLI Facility Agreement, the amended and restated MLI Security Agreement, the amended MLI Control Agreement, the BAC Guarantee, the CGML Facility Agreement, the CGML Security Agreement, the CGML Control Agreement and the Citigroup Guarantee, all as applying from the Effective Date.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Base Prospectus, including in Part 1 (*General*) and Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*).

Facility Agreements

The Issuer has entered into the Facility Agreements with MLI and CGML under which the Issuer can create and terminate on a continuous basis, subject to the Creation Limits and the Redemption Limit and certain other conditions, any combination of classes of Commodity Contracts. The Facility Agreement with MLI runs until at least 11 January 2023 and the Facility Agreement with CGML runs until at least the tenth anniversary of the Effective Date, subject in each case to earlier termination in accordance therewith, and as more fully described below. The Issuer hopes to procure an increase in the total number of Commodity Contracts available from the Commodity Contract Counterparties in the event that demand for Swiss Franc Currency-Hedged Commodity Securities necessitates such additional capacity.

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

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

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

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

- The CGML Facility Agreement is substantially on the same terms as the MLI Facility Agreement, save that: MLI will act as Calculation Agent as referred to under the headings “Calculation Agency Agreement” and “Calculation Agent” below for the purposes of the CGML Facility Agreement, as well as under the MLI Facility Agreement;

- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement, a new Calculation Agent, which is or will be a Commodity Contract Counterparty selected by the Issuer, shall be appointed to act as Calculation Agent for the purposes of the CGML Facility Agreement; and

- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement following an Insolvency Event in relation to MLI or certain breaches thereof, MLI shall cease to act as Calculation Agent under the MLI Facility Agreement and the Calculation Agent appointed for the purposes of the CGML Facility Agreement shall be appointed to act as Calculation Agent for the purposes of the MLI Facility Agreement.

The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties. MLI will (save as described under the heading “MLI Facility Agreement” above and under the heading “Calculation Agency Agreement” below) act as Calculation Agent under any other such Facility Agreement. **Other Facility Agreements may not be on the same terms as the MLI Facility Agreement or the CGML Facility Agreement.** It is not the Issuer’s intention to enter into Facility Agreements for the purpose of spreading counterparty risk.

BAC Guarantee

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

- BAC unconditionally guarantees to the Issuer the prompt payment of any and all obligations and liabilities of MLI under the terms of the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement including, in case of default, interest on any amount due, when and as the same shall become due and payable, whether on the scheduled payment dates, at maturity, upon declaration of termination or otherwise, after giving effect to any applicable notice requirement or grace period and, at all times, in accordance with the terms of that Agreement.

- In the event that MLI fails to make any payment under such agreements when due after giving effect to any applicable notice requirement and grace period, BAC agrees to make such payment, or cause any such payment to be made, promptly upon receipt of written demand from the Issuer to BAC; provided that delay by the Issuer in giving such demand shall in no event affect BAC’s obligations under the BAC Guarantee.

- BAC agrees that its obligations under the BAC Guarantee will be unconditional, irrespective of (i) the validity, regularity or enforceability (except as may result from any applicable statute of limitations) of the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement, (ii) the absence of any action to enforce the same, (iii) any waiver or consent by the Issuer concerning any provisions thereof, (iv) the rendering of any judgment against MLI or any action to enforce the same or (v) any other circumstances that might otherwise constitute a legal or equitable discharge of a guarantor or a defense of a guarantor, other than defense of payment.

- BAC agrees that the BAC Guarantee will not be discharged except by complete payment of the amounts payable under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement.

- BAC shall not be required to pay, or otherwise be liable to, the Issuer for any consequential, indirect or punitive damages (including, but not limited to, opportunity costs or lost profits).

- The BAC Guarantee is governed by and construed in accordance with the internal laws of the State of New York as applicable to contracts or instruments made and to be performed therein.

The BAC Guarantee may be terminated by BAC at any time by written notice to the Issuer by BAC, effective immediately following receipt of such written notice by the Issuer or at such later date as may be specified in such written notice, but will continue in full force and effect with respect to any obligation of MLI under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement entered into prior to the effectiveness of such written notice of termination.

Citigroup Guarantee

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

- CGMH absolutely, irrevocably and unconditionally guarantees to the Issuer the due and punctual payment of all amounts payable ("**Obligations**") by CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement (together the "**Relevant Agreements**"), whether secured or unsecured, joint or several all without regard to any counterclaim, set-off, deduction or defence of any kind which CGMH may have or assert, and without abatement, suspension, deferment or diminution on account of any event or condition whatsoever; provided, however, that CGMH will be entitled to exercise or assert, as the case may be, any right, claim or defence that is available to CGML.

- The Issuer may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of CGMH, change the time, manner or place of payment or any other term of, any Obligation, exchange, release, fail to perfect or surrender any collateral for, or renew or change any term of any of the Obligations owing to it, and may also enter into a written agreement with CGML or with any other party to any of the Relevant Agreements or person liable on any Obligation, or interested therein, for the extension, renewal, payment, compromise, modification, waiver, discharge or release thereof, in whole or in part, without impairing or affecting the Citigroup Guarantee.

- Except as referred to above, the obligations of CGMH under the Citigroup Guarantee are unconditional, irrespective of (i) the lack of value, genuineness, validity, or enforceability of the Obligations, (ii) any law, regulation or order of any jurisdiction or any other similar event affecting the term of any Obligation or of the Issuer's rights with respect thereto and (iii) to the fullest extent permitted by applicable law, (a) any law, rule or policy that is now or hereafter promulgated by any governmental authority (including any central bank) or regulatory body that may adversely affect CGML's ability or obligation to make or receive such payments, (b) any nationalisation, expropriation, war, riot, civil commotion or other similar event, (c) any inability to convert any currency into the currency of payment of such obligation, and (d) any inability to transfer funds in the currency of payment of such obligation to the place of payment therefor.

- CGMH waives demands, promptness, diligence and all notices that may be required by law or to perfect the Issuer's rights hereunder except notice to CGMH of a default by CGML under the Relevant Agreements, provided, however, that any delay in the delivery of notice will in no way invalidate the enforceability of the Citigroup Guarantee. No failure, delay or single or partial exercise by the Issuer of its rights or remedies thereunder will operate as a waiver of such rights or remedies.

- CGMH will not be required to pay or be liable to the Issuer for any consequential, indirect or punitive damages, opportunity costs or lost profits.

- The Citigroup Guarantee is governed by and will be construed in accordance with the laws of the State of New York. CGMH irrevocably consents to, for the purposes of any proceeding arising out of the Citigroup Guarantee, the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

- The Citigroup Guarantee will remain in full force and effect until such time as it may be revoked by CGMH by written notice given to the Issuer, such notice to be deemed effective upon receipt thereof by the Issuer or at such later date as may be specified in such notice; provided, however, that such revocation will not limit or terminate the Citigroup Guarantee in respect of any Obligations of the Issuer under the Relevant Agreements which shall have been entered into prior to the effectiveness of such revocation.

Calculation Agency Agreement

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

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

Security Agreements and Control Agreements

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

The Issuer has also entered into the MLI Control Agreement with MLI and The Bank of New York Mellon (as Securities Intermediary) and the CGML Control Agreement with CGML and The Bank of New York Mellon (as Securities Intermediary). Under the terms of the Security Agreements and the Control Agreements, each Commodity Contract Counterparty is required to post the Collateral relating to Commodity Contracts to the Collateral Account in its name at the Securities Intermediary. Under the terms of each Control Agreement, The Bank of New York Mellon (as Securities Intermediary) may use depositories, banks or other financial institutions in connection with the custody of the Collateral.

Provision of Collateral by the Commodity Contract Counterparties

Each Business Day in respect of each Commodity Contract Counterparty, the Securities Intermediary is required to calculate the value (in accordance with the valuation provisions in the Control Agreement described in more detail below) of the Collateral in the Collateral Account of each such Commodity Contract Counterparty as at the close of business (New York time) on the previous Business Day and each Commodity Contract Counterparty must report the Collateral Exposure calculated as at close of business on the immediately preceding Business Day. Under the Security Agreements and Control Agreements, MLI and CGML (respectively) are required to transfer to its Collateral Account, securities and obligations to the value (taking into account the value of Eligible Collateral already credited to such account) of the Issuer's total exposure to MLI or CGML (as applicable) under (*inter alia*) the fully paid Commodity Contracts between the Issuer and that Commodity Contract Counterparty at the close of business on the immediately preceding Business Day. If on any Business Day the aggregate value of the Collateral in the relevant Collateral Account is greater than such exposure, then the relevant

Commodity Contract Counterparty may request that the Securities Intermediary transfers Collateral from such Collateral Account to another account of the relevant Commodity Contract Counterparty's choosing and such transferred Collateral will no longer form part of the Collateral for the purposes of the relevant Security Agreement. The Securities Intermediary may not permit a Commodity Contract Counterparty to transfer assets out of its Collateral Account (i) such that the total value of Collateral in its Collateral Account would equal less than such exposure, or (ii) without the Issuer's consent. For these purposes references to the "value" of the Collateral constitute references to the value thereof determined by the Securities Intermediary in accordance with the valuation provisions in the Control Agreements described in more detail below.

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

Description of Collateral

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

(A) Cash invested in government or treasury Eligible Money Market Funds denominated in US Dollars or Swiss Francs with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;

(B) Cash invested in Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars or Swiss Francs with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;

(C) stripped or unstripped publicly traded debt securities:

(i) issued by, or unconditionally guaranteed by, the U.S. Department of Treasury with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch;

(ii) issued by, or unconditionally guaranteed by, a U.S. government agency (other than the U.S. Department of Treasury) whose obligations are fully guaranteed by the full faith and credit of the U.S. government and with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch;

(iii) issued by, or fully guaranteed by, the European Central Bank or an Eligible Sovereign Entity (other than Japan and USA) and with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch; or

(iv) issued by, or a stripped or unstripped publicly traded asset-backed debt securities fully guaranteed by, a U.S. Government-sponsored enterprise that is operating with capital support or another form of direct financial assistance received from the U.S. government that enables the repayments of the U.S. Government-sponsored enterprise's eligible securities, with a minimum long term issuer rating of AA by S&P or Aa2 by Moody's or AA by Fitch.

(v) issued by, or fully guaranteed by, an Eligible Sovereign Entity being Japan with a minimum long term issuer rating of A- by S&P or A3 by Moody's or A- by Fitch;

(D) a debt security that is issued by, or fully guaranteed by, the Bank for International Settlements, the International Monetary Fund, or a multilateral development bank agreed by the Issuer including the International Bank for Reconstruction and Development, The European Investment Bank, Council Of Europe Development Bank, The Asian Development Bank and

The Inter-American Development Bank, in each case with a minimum long term issuer rating of AAA by S&P or Aaa by Moody's or AAA by Fitch; or

(E) Eligible Equities,

provided that, *inter alia*:

(a) the following may not be Eligible Collateral:

(i) securities issued by the relevant Commodity Contract Counterparty or the Issuer or any affiliate of either;

(ii) securities issued by (inter alia) a bank holding company, a savings and loan holding company, a U.S. intermediate holding company established or designated for certain specified purposes, a non-U.S. bank, a depository institution or a market intermediary or certain affiliates of any of the foregoing;

(iii) securities issued by a nonbank financial institution supervised by the Board of Governors of the Federal Reserve System under Title I of the Dodd-Frank Act; or

(iv) securities from GICS Sector 40 – Financial (Equity) and BICS Sector – Financials (Fixed Income);

(b) the inclusion of such collateral security does not cause a breach of the Issuer Concentration Limits or the Jurisdiction Limits set out below;

(c) with respect to any bond or obligation which requires a minimum bond rating, if an issuer has long-term issuer ratings from each of Moody's and S&P, the lower of the two ratings of such bond or obligation satisfies the minimum bond rating;

(d) with respect to equities, that such equity is a member of one of the indices set out in the Collateral Schedule to the relevant Security Agreement (or American depository receipts or global depository receipts whose underlying common or preferred shares are constituents of and such index); provided that any such equities will only constitute Eligible Collateral where the issuer of such equity also appears on the S&P 500 index or the S&P 1500 Composite index;

(e) the inclusion of such security would not cause the relevant Commodity Contract Counterparty or the Issuer to breach applicable minimum regulatory requirements relating to the posting or collection of collateral (including, without limitation, as set out in the CFTC's Margin Requirements for Uncleared Swaps for Swap Dealers and Major Swap Participants, 81 FR 636 (Jan 6, 2016)); and

For the purposes of the above:

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

(a) Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars or Swiss Francs of such Collateral Account of any one issuer may not:

(i) constitute more than of 25 per cent. of the aggregate value of the Collateral in respect of such Collateral Account;

(ii) when taken with Eligible Money Market Funds issued by other issuers, constitute more than 75 per cent. of the aggregate value of the collateral in respect of such Collateral Account; and

(iii) when taken with shares or units of the same Eligible Money Market Fund held in any other Collateral Account of the relevant Commodity Contract Counterparty, constitute more than 20 per cent. in issue size of the outstanding shares or units of class or aggregate net asset value of the relevant Eligible Money Market Fund;

(b) the Eligible Equities of any one issuer held in that Collateral Account may not:

(i) constitute more than 3.3 per cent. of the Eligible Collateral in respect of such Collateral Account;

(ii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 2.5 per cent. of the aggregate issued and outstanding share capital of that issuer (based on free float market capitalisation); and

(iii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 100 per cent. of the 30 day average daily volume of such Eligible Equities as determined by the Securities Intermediary; and

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

(a) the United States where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 100 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 75 per cent.;

(b) France, Germany, Japan and the United Kingdom where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 50 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 25 per cent.;

(c) any other jurisdiction, authority or agency, where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 25 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 10 per cent.; and

(d) where Eligible Equities constitute a "Pan-European" index, there shall be a look-through to the jurisdictions of the underlying constituents for the purposes of determining the Jurisdiction Limit.

For the purpose of valuing the collateral in the Collateral Account the Securities Intermediary will multiply the sum of the values of what it determines to be the market value of each asset of a particular type by the following percentages (subject in each case to an additional haircut of 8 per cent. of such market values in respect of any form of Eligible Collateral if the currency in which such Eligible Collateral is denominated is not one of US Dollars, Euro, Sterling, Swiss Francs, Japanese yen, Canadian Dollars, Swedish Krona, Norwegian Krone, New Zealand Dollars or Australian Dollars):

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

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

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

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

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

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

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

The Issuer will arrange for a breakdown of the Collateral posted by the Commodity Contract Counterparties (which will not be broken down by Collateral Account or by Commodity Contract Counterparty) to be made available at http://www.etfsecurities.com/retail/uk/en-gb/documents.aspx.

Commodity Contracts

74 classes of Commodity Contracts are currently available under the Facility Agreements to be created by the Issuer, corresponding to the 74 classes of Swiss Franc Currency-Hedged Commodity Securities. Where an Authorised Participant has agreed with a Commodity Contract Counterparty the pricing for the issue or redemption of Swiss Franc Currency-Hedged Commodity Securities and the creation or termination of the corresponding Commodity Contracts ("Agreed Pricing") the Issuer will create or terminate Commodity Contracts at that pricing, but otherwise the creation or termination price per Commodity Contract will be the Price of the corresponding Swiss Franc Currency-Hedged Commodity Security on the applicable Pricing Day ("Settlement Pricing"). Payments due on the creation or termination of Commodity Contracts will be made in US Dollars by applying the Settlement Foreign Exchange Rate to the aggregate Swiss Franc price.

Whenever Settlement Pricing is used:

- upon receipt by the Issuer of a valid Application Form or Redemption Form, the Issuer will send to the relevant Commodity Contract Counterparty a Creation Notice or Cancellation Notice (together with a copy of the applicable Application Form or Redemption Form, as the case may be) creating or terminating, as the case may be, an Equivalent Number of Commodity Contracts corresponding to the Swiss Franc Currency-Hedged Commodity Securities which are the subject of the Application Form or Redemption Form; and

- within 30 minutes of the Notice Deadline (or, if later, within 30 minutes of any Creation Notice or Cancellation Notice having been sent by the Issuer to the relevant Commodity Contract Counterparty), the Issuer will contact the relevant Commodity Contract Counterparty by telephone to seek confirmation of acceptance by it of such Creation Notice or Cancellation Notice. The relevant Commodity Contract Counterparty will confirm such Creation Notice or Cancellation Notice provided that it complies with certain formalities (set out in the Facility Agreement) as to form, quantum, procedure, timing and substance.

As referred to under the heading “Applications and Redemptions - The System” in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using the System.

Separate Portfolios

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

Corresponding Terms of Commodity Contracts with Swiss Franc Currency-Hedged Commodity Securities

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

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

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

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

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

Elections

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

- the Issuer will only issue new Swiss Franc Currency-Hedged Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement; and

- the Issuer may in its absolute discretion elect to satisfy such Application by the transfer of the appropriate number and type of Swiss Franc Currency-Hedged Commodity Securities from one or more Security Holders seeking redemption. In that event, to the extent of the number and type of Swiss Franc Currency-Hedged Commodity Securities transferred, no new Commodity Contracts will be created.

Management Fee

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

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

Calculation Agent

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

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

(a) MLI will determine the existence of a Market Disruption Event in respect of an Individual Commodity Index; and

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

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

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

- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing; and

- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Commodity Securities will be redeemed).The Issuer may provide copies of determinations notified to the Issuer by the Calculation Agent under a Facility Agreement to the Trustee (but no other person) and/or notify the Trustee (and any other persons) of such determinations by the Calculation Agent, but in each case on the express basis that they are for information purposes only; neither the Trustee nor any actual or potential Security Holder can rely as against the Calculation Agent upon any determination of the Calculation Agent; and no duty is owed by the Calculation Agent to the Trustee or any actual or potential Security Holder.

PART 5

THE PROGRAMME

Overview of the Programme

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

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

Procedure for Application

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

As described under the heading "Applications and Redemptions - The System" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using the System.

For those Applicants who wish to hold their Swiss Franc Currency-Hedged Commodity Securities in Certificated Form, certificates in respect of the Swiss Franc Currency-Hedged Commodity Securities will be dispatched within 10 Business Days of the Swiss Franc Currency-Hedged Commodity Securities being issued. For those Applicants who desire to hold their Swiss Franc Currency-Hedged Commodity Securities in Uncertificated Form, the relevant CREST account will be credited on the day on which the Swiss Franc Currency-Hedged Commodity Securities are issued against payment. The Issuer considers it preferable that Swiss Franc Currency-Hedged Commodity Securities be held in Uncertificated Form. Notwithstanding any other provision in this document, the Issuer reserves the right to issue any Swiss Franc Currency-Hedged Commodity Securities in Certificated Form. In normal circumstances this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST), or on the part of the facilities and/or systems operated by the Registrar in connection with CREST. This right may also be exercised if the correct details (such as participant ID and member account details) are not provided as requested on the Application Form. No temporary documents of title will be issued and, pending despatch of security certificates, transfers will be certified against the register.

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

(a) it is not relying on any information or representation other than such as may be contained in this document;

(b) no person responsible solely or jointly for this document or any part of it shall have any liability for any information or representation not contained in this document;

(c) it is an Authorised Person, an Exempt Person or an Overseas Person;

(d) it understands that Swiss Franc Currency-Hedged Commodity Securities are direct, limited recourse obligations of the Issuer alone; and

(e) it understands that the obligations of the Issuer under Swiss Franc Currency-Hedged Commodity Securities are not guaranteed by UBS or any member of the UBS Group, MLI, BAC or any other member of the BAC Group, CGML, CGMH or any member of the Citigroup Group or any other Commodity Contract Counterparty or Guarantor.

Further details on new issues are set out in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*).

Subscription for Swiss Franc Currency-Hedged Commodity Securities

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

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

Duration of Trading

It is expected that trading in respect of any class of Swiss Franc Currency-Hedged Commodity Securities will commence on the date of the listing of the Swiss Franc Currency-Hedged Commodity Securities of that class on the SIX Swiss Exchange. The Issuer intends to maintain such listing on the SIX Swiss Exchange until such time as trading in respect of the relevant class is discontinued.

Settlement

CREST

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

Settlement on the SIX SIS SA

In Switzerland, all Swiss Franc Currency-Hedged Commodity Securities traded on the SIX Swiss Exchange will be settled through SIX SIS SA.

No responsibility for settlement systems

Neither the Issuer nor the Trustee will have any responsibility for the performance by the relevant settlement systems, which are CREST and SIX SIS SA (or its participants or indirect participants), of any of their respective obligations under the rules and procedures governing their operations.

No application has been or is currently being made for the Swiss Franc Currency-Hedged Commodity Securities to be admitted to listing or trading on any exchange or market outside Switzerland but the Issuer may cause such application to be made in respect of the Swiss Franc Currency-Hedged Commodity Securities of any or all classes on any such exchanges or markets in its discretion, including in Germany or any other European Economic Area member state.

Registers

The Registrar will maintain the Registers in Jersey.

Money Laundering Regulations

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

By lodging an Application Form or lodging an Application order through the System, each Authorised Participant confirms that it is subject to the Money Laundering (Jersey) Order 2008 (as amended from time to time) (in relation to Jersey), the Money Laundering Regulations 2007 (in relation to the UK) and/or any other applicable anti-money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Issuer at the time of lodging the Application Form or order, or, at the absolute discretion of the Issuer, at such specified time thereafter as may be requested to ensure compliance with the Money Laundering (Jersey) Order 2008, the Money Laundering Regulations 2007 and/or any other applicable legislation.

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

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

PART 6

TRUST INSTRUMENT AND SWISS FRANC CURRENCY-HEDGED COMMODITY SECURITIES

The issue of up to 1,000,000,000 Swiss Franc Currency-Hedged Commodity Securities of each class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 10 (*Additional Information*)) was authorised pursuant to a resolution of the Board passed on 28 November 2012. The Swiss Franc Currency-Hedged Commodity Securities will be constituted by a trust instrument dated 11 January 2013 as amended by supplemental trust instruments dated 23 June 2014 and 29 June 2017 (as so amended, the "**Trust Instrument**" which expression includes further deeds or documents supplemented thereto from time to time), which is governed by Jersey law, and secured by the Security Deed, which is governed by English law.

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

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

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

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

The extract from the Trust Instrument below is drafted in legal language, however, information on how the terms and conditions apply to Security Holders is contained throughout this Base Prospectus including Part 1 (*General*) and Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*). The conditions of issue of each class of Swiss Franc Currency-Hedged Commodity Securities are set out in the Trust Instrument.

The Issuer and the Trustee have entered into a supplemental trust instrument dated 29 June 2017 pursuant to which the Conditions will be amended with effect from the Effective Date. The following are the main changes from the Conditions as set out in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*) of the 2014 Base Prospectus:

- deletion of redundant references to UBS and inclusion of references to CGML;
- deletion of redundant references to the T+2 Implementation Date;
- addition of a new definition of "tax" as set out below; and
- addition of new Conditions 7.21 and 8.5A as set out below, the substance of which is if the Calculation Agent gives a notice that as a result of the Regulation (EU) 2016/1011 of the EU Benchmarks Regulation, any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, then (i) the Issuer may suspend the redemption by Settlement Pricing (but not by Agreed Pricing) of that class for up to 90 days and (ii) if such suspension has been in effect for at least 30 days, the Issuer may redeem compulsorily the Commodity Securities of the relevant class on not less than two Business Days' notice.

Until the Effective Date, the Conditions applicable to the Swiss Franc Currency-Hedged Commodity Securities are those set out in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*) of the 2014 Base Prospectus of the Issuer incorporated by reference herein.

With effect from the Effective Date, the following will be the Conditions applicable to all types of Swiss Franc Currency-Hedged Commodity Securities:

"Conditions

The following are the conditions applicable to the Commodity Securities:

The Commodity Securities are undated, limited recourse, secured debt securities of Swiss Commodity Securities Limited and are constituted by, are issued subject to and have the benefit of, a trust instrument dated 11 January 2013 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee for the holders of Commodity Securities, as amended by a supplemental trust instrument dated 12 June 2014 and a second supplemental trust instrument dated 29 June 2017, governed by Jersey law. The Security Holders (as defined below) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Trust Instrument and the Security Deed (each as defined below) and the Conditions set out below.

1. DEFINED TERMS AND INTERPRETATION

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

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

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

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

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

"**Authorised Participant**" means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, *provided that* no person shall be an Authorised Participant in respect of a Commodity Contract Counterparty unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and *provided further that* a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another;

"**Authorised Participant Agreement**" means a written agreement between the Issuer and another person under which such person is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied;

"**BFIX Rate**" in relation to any day, means the BFIX rate for Swiss Francs for that day available on the Bloomberg Professional® Service, or any substitute for such rate agreed with each Commodity Contract Counterparty for the purposes of the Facility Agreements, in each case expressed as a number of US Dollars per Swiss Franc and rounded to 8 places of decimals (with 0.000000005 rounded upwards), *provided that* if Bloomberg makes available on the Bloomberg Professional® Service an amended or corrected BFIX rate for Swiss Francs and that day by no later than 9:00 p.m. on that day, the BFIX Rate for Swiss Francs and that day shall be such amended or corrected rate;

"**Bloomberg**" means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them;

"**Bloomberg Commodity Index^{SM}**" means the Bloomberg Commodity Index^{SM} calculated and published by Bloomberg, formerly known as the Dow Jones – UBS Commodity Index^{SM};

"**Bloomberg Commodity Index 3 Month Forward^{SM}**" means the Bloomberg Commodity Index 3 Month Forward^{SM} calculated and published by Bloomberg, formerly known as the Dow Jones – UBS Commodity Index 3 Month Forward^{SM};

"**Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York;

"**Calculation Agent**" means the person from time to time appointed by the Issuer and each Commodity Contract Counterparty for the purposes referred to in Condition 14;

"**Capital Adjustment**" means with respect to each class of Commodity Securities an adjustment factor to be included in the calculation of the Price which is agreed from time to time in respect of the corresponding class of Commodity Contracts by a Commodity Contract Counterparty and the Issuer;

"**Certificated**" or "**Certificated Form**" means not in Uncertificated Form;

"**CGML**" means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 01763297 whose registered office is situated at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, England and includes its successors and assignees;

"**CIP**" means "Commodity Index Percentage" as defined in the Handbook from time to time;

"**class**" means a class of Commodity Securities under which the Issuer's obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty's obligations to make payment, are determined by reference to a particular Commodity Index;

"**Classic Commodity Security**" means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Swiss Franc Currency-Hedged Commodity Securities*) to the Trust Instrument constituted by the Trust Instrument and recorded on the relevant Register;

"**Classic Composite Commodity Index**" means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Classic Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

"**Classic Individual Commodity Index**" means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Classic Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

"**Closing Settlement Price Level**" in relation to any Commodity Index and a day (the "**Index Day**") is the published closing settlement price level of such Commodity Index published for the Index Day, *provided that* if (i) the Calculation Agent notifies the Issuer by no later than 11.59 p.m. on the first General Trading Day after the Index Day that there is an error in the published value for the Index Day and that a corrected value is expected to be published within a reasonable period of time and Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and the Index Day by no later than 11.59 p.m. (New York time) on the first General Trading Day after the Index Day or (ii) Bloomberg publishes an amended or corrected closing settlement price level for such Commodity Index and such day by no later than 11.59 p.m. (London time) on the first General Trading Day after the Index Day, the Closing Settlement Price Level for such

Commodity Index and the Index Day shall be such amended or corrected closing settlement price level and *provided further that* if the Calculation Agent provides a substitute value of any Commodity Index in respect of any day as provided in Condition 14, the Closing Settlement Price Level for such Commodity Index and such day shall be such substitute value;

"**Collateral**" means all Posted Collateral as defined in any Security Agreement to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement;

"**Commodity Contract**" means in relation to Commodity Securities of a particular class a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Commodity Securities;

"**Commodity Contract Counterparty**" means the counterparty to each Facility Agreement with the Issuer and, for so long as the MLI Facility Agreement remains in force, includes MLI and, for so long as the CGML Facility Agreement remains in force, includes CGML;

"**Commodity Contract Termination**" means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement;

"**Commodity Hedging Disruption Event**" means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on such Commodity Contract Counterparty's ability to hedge the commodity risk of its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any commodity hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants, the application of position limits to such Commodity Contract Counterparty, the lack of availability of hedging exemptions from applicable legal, regulatory or exchange requirements or the occurrence or existence of any other circumstance or event;

"**Commodity Index**" or "**Currency-Hedged Commodity Index**" means an Individual Commodity Index or a Composite Commodity Index, as appropriate, and "**Commodity Indices**" means all of them and in relation to a class of Commodity Securities (and the corresponding class of Commodity Contracts) means the Commodity Index specified in relation to such class in Schedule 6 (*Classes of Swiss Franc Currency-Hedged Commodity Securities*) to the Trust Instrument;

"**Commodity Market Disruption Day**" means:

(a) in respect of an Individual Commodity Index, a General Trading Day which is a Trading Day for that Individual Commodity Index on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for the Corresponding Unhedged Commodity Index, other than a day for which a substitute value for such individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

(b) in respect of a Composite Commodity Index, a General Trading Day which is a Trading Day in respect of each futures contract by reference to the Settlement Price for which the Corresponding Unhedged Commodity Index is calculated (in whole or in part) but on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for any such futures contract, other than a day for which a substitute value for such Composite

Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

(c) in respect of a futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a day which is a Trading Day for that futures contract and on which a Commodity Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange on which that futures contract is traded, other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of such futures contracts are included is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

(d) in respect of a commodity in connection with a Commodity Index (or class of Commodity Securities), a Commodity Market Disruption Day for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), other than a day for which a substitute value of a Commodity Index corresponding to an Unhedged Commodity Index in the calculation of which Settlement Prices of futures contracts in respect of such commodity are included is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements; or

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

"**Commodity Market Disruption Event**" means:

(a) in respect of a particular Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, any of the following events:

(i) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or

(ii) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index; or

(iii) the Settlement Price of the Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day's Settlement Price;

(b) in respect of any Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to any futures contract the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index" shall be construed, in relation to a commodity comprised in a Composite Commodity Index, as references to the Lead Future or Next Future with respect to that commodity the Settlement Price of which is used in the calculation of the Corresponding Unhedged Commodity Index); and

(c) in respect of a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or a class of Commodity Securities), any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to the futures contract in respect of that commodity the Settlement

Price of which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities) (and, for such purposes, references in paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of the Corresponding Unhedged Commodity Index" shall be construed, in relation to such commodity, as references to the Lead Future or Next Future with respect to that commodity used in the calculation of that Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities)),

in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements;

"**Commodity Security**" or "**Swiss Franc Currency–Hedged Commodity Security**" means an undated limited recourse secured debt security of the Issuer of any of the classes specified in the Trust Instrument, created pursuant to and constituted by the Trust Instrument and includes Swiss Franc Commodity Securities and "**Commodity Securities**" or "**Swiss Franc Currency-Hedged Commodity Securities**" means all of them;

"**Composite Commodity Index**" means a Classic Composite Commodity Index or a Longer Dated Composite Commodity Index;

"**Compulsory Daily Pricing Number**" means, in respect of a Compulsory Redemption and a class of Commodity Securities, the number of outstanding Commodity Securities of the relevant class which, in relation to each Pricing Day on which Commodity Securities of that class are required to be priced under the relevant Facility Agreement, shall be:

(a) if the Compulsory Redemption Number is not more than the Redemption Limit (in each case for the class), the Compulsory Redemption Number;

(b) if the Compulsory Redemption Number is equal to or more than five times the Redemption Limit, 20 per cent. of the Compulsory Redemption Number; and

(c) otherwise, the amount shall be the Redemption Limit on the first and on each consecutive Pricing Day thereafter except on the last Pricing Day when the amount shall be the Compulsory Redemption Number minus the sum of the Compulsory Number Priced on each preceding Pricing Day for that class in relation to that Compulsory Redemption;

"**Compulsory Number Priced**" means in respect of a Pricing Day and a class of Commodity Securities, the Compulsory Daily Pricing Number; *provided that* where the Compulsory Redemption Date is notified in accordance with Condition 8.6 the Compulsory Number Priced in respect of a class of Commodity Securities for any Pricing Day shall be reduced by the number of Commodity Securities of that class which are subject to a Redemption Form submitted in respect of that Pricing Day and, if such reduction would result in a negative number, that negative number shall be carried forward and applied to reduce the Compulsory Number Priced for the next following Pricing Day and any negative number on the last Pricing Day will be ignored;

"**Compulsory Redemption**" means a Redemption of Commodity Securities in accordance with Condition 8.12 or Condition 8.13;

"**Compulsory Redemption Date**" means a date notified in accordance with Condition 8.1, Condition 8.2, Condition 8.5, Condition 8.6, Condition 8.7 or Condition 8.8;

"**Compulsory Redemption Number**" means in respect of a Compulsory Redemption Date and a class of Commodity Securities, where such Compulsory Redemption Date is notified in accordance with:

(a) Condition 8.1, Condition 8.2, or Condition 8.7, the total number of Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date;

(b) Condition 8.5, *provided that* the Commodity Index relates to that class, the total number of Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date;

(c) Condition 8.6, the number of that class of outstanding Commodity Securities in respect of which notice was given by the Issuer in accordance with Condition 8.6 (unless Condition 7.19(d) applies, in which case it means all the Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date); and

(d) Condition 8.8, the number of Commodity Securities of that class in respect of which notice was given by the Issuer in accordance with Condition 8.8 with respect to the Security Holder in question;

"**Conditions**" means these terms and conditions on and subject to which Commodity Securities are issued;

"**Control Agreement**" means in relation to any Security Agreement the Control Agreement as defined in such Security Agreement;

"**Controller**" means, in relation to any company, a person who:

(a) holds 10 per cent. or more of the shares in such company;

(b) is able to exercise significant influence over the management of such company by virtue of his shareholdings in such company;

(c) holds 10 per cent. or more of the shares in a parent undertaking of such company;

(d) is able to exercise significant influence over the management of the parent undertaking of such company;

(e) is entitled to exercise, or control the exercise of, ten per cent. or more of the voting power in such company;

(f) is able to exercise significant influence over the management of such company by virtue of his voting power in such company;

(g) is entitled to exercise, or control the exercise of, ten per cent. or more of the voting power in the parent undertaking of such company; or

(h) is able to exercise significant influence over the management of the parent undertaking of such company by virtue of his voting rights;

"**Corresponding Unhedged Commodity Index**" in respect of any Commodity Index, means the Unhedged Commodity Index the closing settlement price level of which is used in the calculation of its closing settlement price level in accordance with the Handbook, the name of which is the same as the name of that Commodity Index with the omission of the words "Swiss Franc Hedged Daily" and "**corresponding**" in relation to a Commodity Index shall be construed accordingly;

"**Counterparty Event of Default**" means:

(a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement *provided that* such breach (if capable of being rectified) is not rectified within five Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach; or

(b) any other Counterparty Default (as defined in the relevant Facility Agreement) shall have occurred under the relevant Facility Agreement;

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

"**Default Rate**" means in respect of Swiss Francs or US Dollars a rate per annum of interest equal to LIBOR in respect of Swiss Francs or US Dollars (as the case may be) plus 2 per cent., compounding daily;

"**Defaulted Obligation**" means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same *provided that* if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;

"**Direct Agreement**" means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant;

"**Extraordinary Resolution**" means in respect of one or more classes of Commodity Securities either (a) a resolution passed at a meeting of the holders of the Commodity Securities of such class or classes duly convened and held in accordance with the provisions contained in the Trust Instrument and carried by a majority consisting of not less than 75 per cent. in number of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Commodity Securities of such class or classes voting on such poll or (b) a resolution in writing of holders of the Commodity Securities of such class or classes holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of the Commodity Securities of such class or classes;

"**Facility Agreement**" means each of the agreements entitled "Facility Agreement relating to Swiss Franc Currency-Hedged Commodity Contracts" between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder, including such an agreement (the "**MLI Facility Agreement**") between the Issuer and MLI and such an agreement (the "**CGML Facility Agreement**") between the Issuer and CGML;

"**Foreign Exchange Rate**" for a Commodity Index and a day in respect of which that Commodity Index is calculated and published means the rate of exchange used in the calculation of such Commodity Index for that day, expressed as a number of US Dollars per Swiss Franc and rounded to 8 places of decimals (with 0.000000005 rounded upwards) and for any other day which is a Trading Day for any of the commodities comprised in the Bloomberg Commodity Index^{SM} or comprised in any other Unhedged Commodity Index corresponding to an Individual Commodity Index, means the exchange rate for the Swiss

Franc sourced by the Calculation Agent for the purposes of the Facility Agreements from Bloomberg (or such other person or entity from time to time fulfilling the functions provided by it at the date of the Trust Instrument under the Handbook) using the daily 4.00 p.m. London fix rate for that day or, if the Calculation Agent is unable to so source such exchange rate, an exchange rate for that day as of 4.00 p.m. determined by the Calculation Agent for the purposes of one or more Facility Agreements, *provided that* in respect of any Commodity Index which is the subject of an FX Market Disruption Event and for which the Calculation Agent is providing a substitute Foreign Exchange Rate for the purposes of one or more Facility Agreements, the Foreign Exchange Rate for such Commodity Index shall be the Foreign Exchange Rate so provided.

"**FCA**" means the Financial Conduct Authority of the United Kingdom and any successor thereto;

"**FSMA**" means the Financial Services and Markets Act 2000;

"**Funding Rate**" means in respect of Swiss Francs or US Dollars a rate per annum of interest equal to LIBOR in respect of Swiss Francs or US Dollars (as the case may be), compounding daily;

"**Further Securities**" means securities issued by the Issuer in accordance with Condition 18.1;

"**FX Hedging Disruption Event**" means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on such Commodity Contract Counterparty's ability to hedge the currency risk of its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any currency hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants, inconvertibility, establishment of dual exchange rates or foreign exchange controls, the application of position limits to such Commodity Contract Counterparty, the lack of availability of hedging exemptions from applicable legal, regulatory or exchange requirements or the occurrence or existence of any other circumstance or event;

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

"**FX Market Disruption Event**" means an event, circumstance or cause (including, without limitation, the adoption of or any change in any applicable law or regulation) that has had or would reasonably be expected to have a materially adverse effect on the availability of a market for converting Swiss Francs to US Dollars (or *vice versa*), whether due to market illiquidity, illegality, the adoption of or change in any law or other regulatory instrument, inconvertibility, establishment of dual exchange rates or foreign exchange controls or the occurrence or existence of any other circumstance or event, as determined by the Calculation Agent in accordance with the provisions of the Facility Agreements;

“**FX Restriction Event**” means, in relation to any class or classes of Commodity Contract, an event, circumstance or cause that is reasonably and in good faith determined by the relevant Commodity Contract Counterparty to render it unable to Create or Cancel Commodity Contracts of such class or classes by reason of restrictions on holding Swiss Francs or exchanging either amounts of Swiss Francs for US Dollars or amounts of US Dollars for Swiss Francs;

“**General Notice**” means any notice given in accordance with these Conditions other than a Pricing Notice;

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

“**Guarantee**” means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement;

“**Guarantor**” means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement;

“**Handbook**” means the document entitled “Index Methodology – The Bloomberg Commodity Index Family” (including its appendices) which sets out the methodology for calculation of (*inter alia)* the Bloomberg Commodity Index^{SM} and the other Unhedged Commodity Indices and the Currency-Hedged Commodity Indices, prepared and as amended from time to time by Bloomberg;

“**Hedging Disruption Event**” means a FX Hedging Disruption Event or a Commodity Hedging Disruption Event;

“**Index Security**” means a Swiss Franc Index Security;

“**Indicative Price**” means, in respect of a particular class of Commodity Security on a calendar day, the value calculated in accordance with Condition 5.5;

“**Individual Commodity Index**” means a Classic Individual Commodity Index or a Longer Dated Individual Commodity Index;

“**Individual Security**” means a Swiss Franc Individual Security;

“**Insolvency Event**” means, in relation to a person other than the Issuer, such person:

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (1) to (7) (inclusive); or

(9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

"**Investment Company Act**" means the Investment Company Act of 1940 of the United States;

"**Issuer**" means Swiss Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 111924;

"**Issuer Business Day**" means a day which is both a General Trading Day and a London Business Day;

"**Issuer Insolvency Event**" means the Issuer:

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended;

(5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured

party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (1) to (8) (inclusive); or

(10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts,

provided that no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of paragraphs (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee;

"**Issuer's Website**" means the website having the following internet address: http://etfsecurities.com/scsl or such other internet address as may be notified to Security Holders and the Trustee by RIS announcement;

"**Jersey**" means the Island of Jersey, Channel Islands;

"**Lead Future**" means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day;

"**Liability**" means any loss, damage, cost, charge, claim, demand, expense, judgement, action, proceeding or other liability whatsoever (including, without limitation, in respect of Taxes (as defined in the Trust Instrument)) and including any VAT or similar Tax (as so defined) charged or chargeable in respect thereof and legal and professional fees and expenses on a full indemnity basis, and Liabilities shall be construed accordingly;

"**LIBOR**" means, in respect of any date of determination and Swiss Francs or US Dollars:

(a) the rate for overnight deposits in Swiss Francs or US Dollars (as the case may be) which appears on the relevant Reuters page (or any successor page) as of 11.00 a.m. on the day that is two London Business Days preceding such date of determination; or

(b) in the event of the unavailability of the relevant Reuters page (or any successor page), the rate for such determination date will be determined on the basis of the rates at which deposits in Swiss Francs or US Dollars (as the case may be) are offered by four major banks in the London interbank market ("**Reference Banks**") at approximately 11.00 a.m. on the day that is two London Business Days preceding the relevant determination date to prime banks in the London interbank market for overnight deposits commencing on that date and in an amount (a "**Representative Amount**") that is representative for a single transaction in the relevant market at the relevant time. The Issuer will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for such date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for such determination date will be the arithmetic mean of the rates quoted by major banks in New York (in respect of US Dollars) or in Zurich (in respect of Swiss Francs) (as the case may be), selected by the Issuer, at approximately 11.00 a.m., local time in New York (in respect of US Dollars) or in Zurich (in respect of Swiss Francs) (as the case may be), on such determination date for loans in Swiss Francs or US Dollars (as the case may be) to leading European banks for overnight deposits commencing on the determination date and in a Representative Amount;

"**Listing**" means the admission of a particular class of Commodity Securities to trading on the SIX Swiss Exchange's market for listed securities becoming effective;

"**Listing Failure**" means the refusal of the SIX Regulatory Board to admit to the SIX Swiss Exchange any Commodity Securities issued or to be issued under the Programme;

"**Listing Failure Date**" means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Commodity Securities in respect of which a Listing Failure has occurred;

"**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London;

"**Longer Dated Commodity Security**" means a Commodity Security of a class specified as such in Schedule 6 (*Classes of Swiss Franc Currency-Hedged Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

"**Longer Dated Composite Commodity Index**" means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Longer Dated Composite Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

"**Longer Dated Individual Commodity Index**" means an index calculated and published by Bloomberg from time to time in accordance with the Handbook by reference to the performance of an Unhedged Longer Dated Individual Commodity Index and movements in the exchange rate of a specified currency against the US Dollar;

"**Market Disruption Day**" in respect of a class of Commodity Securities means a day which is a Commodity Market Disruption Day in respect of such class and/or a FX Market Disruption Day in respect of such class;

"**Market Disruption Event**" means a Commodity Market Disruption Event or a FX Market Disruption Event;

"**MLI**" means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is situated at 2 King Edward Street, London EC1A 1HQ, England and includes its successors and assignees;

"**month**" means calendar month;

"**New York Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York;

"**Next Future**" means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" (as defined in the Handbook) for the Corresponding Unhedged Commodity Index on that Trading Day and (b) for a commodity comprised in an Unhedged Commodity Index corresponding to a Composite Commodity Index but which is not the subject of an Unhedged Commodity Index corresponding to an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" (as defined in the Handbook) for that commodity in relation to that Unhedged Commodity Index on that Trading Day;

"**Notice Deadline**" means, on an Issuer Business Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular Issuer Business Day or generally;

“**outstanding**” means in relation to each class of Commodity Securities, all the Commodity Securities of that class issued and in respect of which there is for the time being an entry in the Register other than:

(a) Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and

(b) Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument,

provided that for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETF Securities Limited or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Commodity Securities shall be deemed not to be Security Holders;

“**Portfolio**” means a separate portfolio of assets to which Commodity Securities of a particular class are attributable;

“**Price**” means the price in Swiss Francs determined in accordance with Condition 5 and “**Pricing**” (other than when used in the terms Pricing Date and Pricing Day) shall be construed accordingly;

“**Pricing Date**” means:

(a) in the case of an Agreed Redemption Form, the day upon which that form is deemed to have been received by the Issuer; or

(b) in the case of a Settlement Redemption Form, the Pricing Day upon which the Redemption Amount is determined;

“**Pricing Day**” means:

(a) for each class of Individual Securities, a day which is a General Trading Day and which is (i) a Trading Day for the Individual Commodity Index applicable to that class of Commodity Security, and (ii) not a Market Disruption Day for that Individual Commodity Index;

(b) for each class of Index Securities, a day which is a General Trading Day and which is (i) a Trading Day for each of the futures contracts by reference to the Settlement Price for which the Unhedged Commodity Index corresponding to the Composite Commodity Index relating to that class of Index Commodity Securities is calculated (in whole or in part), and (ii) not a Market Disruption Day for such Composite Commodity Index;

(c) for each futures contract the Settlement Price for which is included in the calculation of an Unhedged Commodity Index, a General Trading Day which is (i) a Trading Day for that futures contract, and (ii) not a Commodity Market Disruption Day for that futures contract; or

(d) for each commodity in connection with a Commodity Index (or class of Commodity Securities), a General Trading Day which is (i) a Trading Day for the futures contracts relating to that commodity the Settlement Price for which is included in the calculation of the Corresponding Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities), and (ii) not a Commodity Market Disruption Day for that futures contract;

“**Pricing Notice**” means a Redemption Form or a Withdrawal Notice;

“**Principal Amount**” means in respect of each Commodity Security the amount specified in Schedule 6 (*Classes of Swiss Franc Currency-Hedged Commodity Securities*) to the Trust Instrument;

“**Programme**” means the programme for the issue of Commodity Securities;

“**Prohibited Benefit Plan Investor**” means any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “**Code**”) applies (collectively, “**Plans**”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity;

“**Prohibited US Person**” means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser;

“**properly authenticated dematerialised instruction**” shall bear the meaning given to it in the Regulations;

“**Property to be Assigned**” means with respect to each Authorised Participant Agreement and each Commodity Contract Counterparty:

(a) all of the right, title, interest and benefit of the Issuer, existing now or in the future, in, to, under or in respect of the Authorised Participant Agreement as it applies as a separate agreement in relation to that Commodity Contract Counterparty in accordance with its terms; and

(b) all other rights, moneys and property whatsoever which may from time to time at any time be derived from or accrue with respect to the Authorised Participant Agreement as it so applies including:

(i) all of the Issuer’s rights to receive payment of any amounts which may become payable to it pursuant to the Authorised Participant Agreement or with respect to such Authorised Participant Agreement as it so applies;

(ii) all amounts due, payable and properly received by the Issuer pursuant to the Authorised Participant Agreement;

(iii) all the Issuer’s rights to serve notices and/or make demands pursuant to such Authorised Participant Agreement as it so applies and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Authorised Participant Agreement as it so applies;

(iv) all of the Issuer’s rights of action in respect of any breach of such Authorised Participant Agreement as it so applies; and

(v) all of the Issuer’s rights to receive damages or obtain other relief in respect of such Authorised Participant Agreement as it so applies;

“**Qualified Purchaser**” means a “qualified purchaser” as defined under the Investment Company Act;

“**Redemption**” means the redemption of Commodity Securities by the Issuer in accordance with these Conditions (and “**Redeem**” and “**Redeemed**” shall be construed accordingly);

“**Redemption Account**” means a bank account to receive payments of the Redemption Amount in respect of the Redemption of Commodity Securities (and matching Commodity Contracts), which account shall be:

(a) for an Authorised Participant, the bank account notified in writing by the Authorised Participant to the Issuer, each Commodity Contract Counterparty and the Trustee from time to time;

(b) for a Compulsory Redemption or where there are no Authorised Participants, the bank account of the Issuer secured for the benefit of the Security Holders or of the Trustee for the benefit of such Security Holders; and

(c) otherwise, the bank account specified in the Redemption Form;

“**Redemption Amount**” means the amount payable by the Issuer to the Security Holder upon the Redemption of Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 9.5;

“**Redemption Fee**” means the fee payable by a Security Holder upon Redemption of Commodity Securities in accordance with Condition 10;

“**Redemption Form**” means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with these Conditions, as the case may be;

“**Redemption Limits**” means the limits on Redemption set out in Condition 7.6;

“**Redemption Payment Date**” means:

(a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following the Pricing Date of that Redemption; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or

(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or

(c) in the case of a Redemption in accordance with a Listing Failure, the second London Business Day following the relevant Listing Failure Date; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or

(d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the second London Business Day following the last Pricing Date on which the Price of Swiss Franc Currency-Hedged Commodity Securities being Redeemed was determined in accordance with these Conditions;

provided that if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso;

"**Registers**" means the registers of Security Holders of each class of Commodity Securities kept and maintained by the Registrar and "**Register**" shall be construed accordingly;

"**Registrar**" means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers;

"**Regulations**" means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, *inter alia*, enable title to Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument;

"**Relevant Exchange**" means:

(a) for each Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, the futures exchange on which is traded the futures contract by reference to the prices of which that Unhedged Commodity Index is calculated;

(b) in relation to a commodity comprised in an Unhedged Commodity Index, the futures exchange on which is traded the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index; and

(c) in relation to a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, the futures exchange on which that futures contract is traded;

"**Relevant Market**" means:

(a) in respect of an Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which the Corresponding Unhedged Commodity Index is calculated,

(b) in respect of an Unhedged Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which that Unhedged Individual Commodity Index is calculated; and

(c) in relation to a commodity comprised in an Unhedged Commodity Index, the market conducted on the Relevant Exchange for the futures contract for that commodity the Settlement Price of which is included in the calculation of that Unhedged Commodity Index;

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

"**RIS**" means a regulated information service for the purposes of giving information relating to the Swiss Franc Currency-Hedged Commodity Securities and/or the rules of the SIX Swiss Exchange chosen by the Issuer from time to time, including but not limited to the regulatory news service operated by the London Stock Exchange;

"**Secured Obligations**" means:

(a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and

(b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other Required Security Document;

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

"**Securities Act**" means the Securities Act of 1933 of the United States;

"**Security Agreement**" means in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to, or supporting the obligations of the Commodity Contract Counterparty pursuant to, (*inter alia*) that Facility Agreement, such security agreement, and includes such an agreement (the "**MLI Security Agreement**") between the Issuer and MLI and such an agreement (the "**CGML Security Agreement**") between the Issuer and CGML;

"**Security Agreement Event**" means, in respect of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any event by which the security under such Security Agreement becomes enforceable;

"**Security Assignment**" means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment (if any) pertaining to that Authorised Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty;

"**Security Conditions**" means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, to the extent required pursuant to the Facility Agreement to which that Commodity Contract Counterparty is a party, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty;

"**Security Deed**" means the Security Deed dated on or about the date of the Trust Instrument between the Issuer and the Trustee and, in respect of each Portfolio to which a class of Commodity Securities is attributable and the corresponding class of Commodity Contracts, the same as it applies to that Portfolio;

"**Security Holder**" means a registered holder of Commodity Securities;

"**Settlement Failure**" means, in respect of a Redemption where the Security Holder has delivered the Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), a failure by the Issuer to pay or to procure the payment of the whole of a Redemption Amount into the relevant Redemption Account on a Redemption Payment Date;

“**Settlement Failure Date**” means, in relation to a Settlement Failure, the date on which such Settlement Failure occurred;

“**Settlement Foreign Exchange Rate**” in respect of any day, means the BFIX Rate for that day, *provided that* if for any reason such BFIX Rate is not available, the Settlement Foreign Exchange Rate shall be the rate determined by the Calculation Agent for the purposes of the Facility Agreements;

“**Settlement Price**” means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange;

“**Settlement Pricing**” has the meaning given in Condition 7.1(a);

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

“**SIX Swiss Exchange**” means the Swiss exchange on which the Swiss Franc Currency-Hedged Commodity Securities are traded;

“**Sterling**” or “**£**” means the lawful currency of the United Kingdom;

“**Swiss Franc**” or “**CHF**” means the lawful currency of the Swiss Confederation;

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

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

“**Swiss Franc Classic Security**” means a Swiss Franc Classic Individual Security or a Swiss Franc Classic Index Security;

“**Swiss Franc Commodity Security**” means a Swiss Franc Individual Security or a Swiss Franc Index Security;

“**Swiss Franc Index Security**” means a Swiss Franc Classic Index Security or a Swiss Franc Longer Dated Index Security;

“**Swiss Franc Individual Security**” means a Swiss Franc Classic Individual Security or a Swiss Franc Longer Dated Individual Security;

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

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

“**Swiss Franc Longer Dated Security**” means a Swiss Franc Longer Dated Individual Security or a Swiss Franc Longer Dated Index Security;

“**tax**” means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency

“**Theoretical Hedge Position**” means in respect of a particular futures contract, the number calculated in accordance with Condition 5.7;

“**Trading Day**” means:

(a) for an Individual Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which the Relevant Exchange for that Unhedged Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;

(b) for a Composite Commodity Index or the Unhedged Commodity Index corresponding thereto, a day on which all the Relevant Exchanges for each commodity comprised in that Unhedged Commodity Index are open for trading during their regular trading session, notwithstanding any of such Relevant Exchanges closing prior to their scheduled closing time;

(c) for a futures contract the Settlement Price of which is included in the calculation of an Unhedged Commodity Index, a day on which the Relevant Exchange for that futures contract is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time; or

(d) for a commodity in connection with a Commodity Index or the Unhedged Commodity Index corresponding thereto (or class of Commodity Securities), a Trading Day (pursuant to subparagraph (c) above) for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Unhedged Commodity Index (or the Unhedged Commodity Index corresponding to the Commodity Index relating to that class of Commodity Securities);

“**Trustee**” means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument;

“**Trustee Consent Documents**” means each Facility Agreement (but excluding the schedules to that Facility Agreement, save schedules 1, 11 and 12), Commodity Contracts created thereunder, any Guarantee and any Security Agreement (but excluding the definitions of “Eligible Collateral”, “Issuer Concentration Limit”, “Jurisdiction Limit”, “Valuation Percentage” and “Value” therein and excluding the Collateral Schedule as defined therein);

“**Trust Instrument**” means the trust instrument dated 11 January 2013, between the Issuer and the Trustee constituting Commodity Securities, and includes the schedules thereto and these Conditions;

“**UBS Securities**” means UBS Securities LLC, a Delaware limited liability company whose principal place of business is at 677 Washington Boulevard, Stamford, Connecticut 06901, United States and includes its successors and assignees;

“**UK**” or “**United Kingdom**” means the United Kingdom of Great Britain and Northern Ireland;

“**Unacceptable Authorised Participant**” means, in respect of a Commodity Contract Counterparty, an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under that Commodity Contract Counterparty's Facility Agreement that the Authorised Participant is to be treated as an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty;

“**Uncertificated Form**” means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST;

"**Uncertificated Notice of Meeting**" means a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of CREST;

"**Unhedged Classic Composite Commodity Index**" means the Bloomberg Commodity Index^{SM} and each other index for a group of commodities (which may change from time to time with respect to such index), as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index^{SM};

"**Unhedged Classic Individual Commodity Index**" means an index for an individual commodity, as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index^{SM};

"**Unhedged Commodity Index**" means an Unhedged Classic Individual Commodity Index, an Unhedged Classic Composite Commodity Index, an Unhedged Longer Dated Individual Commodity Index or an Unhedged Longer Dated Composite Commodity Index;

"**Unhedged Composite Commodity Index**" means an Unhedged Classic Composite Commodity Index or an Unhedged Longer Dated Composite Commodity Index;

"**Unhedged Individual Commodity Index**" means an Unhedged Classic Individual Commodity Index or an Unhedged Longer Dated Individual Commodity Index;

"**Unhedged Longer Dated Composite Commodity Index**" means the Bloomberg Commodity Index 3 Month Forward^{SM} and each other index for a group of commodities (which may change from time to time with respect to such index), as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward^{SM};

"**Unhedged Longer Dated Individual Commodity Index**" means an index for an individual commodity, as calculated and published by Bloomberg from time to time in accordance with the Handbook using the methodology of the Bloomberg Commodity Index 3 Month Forward^{SM};

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**US Dollars**" or "**US$**" means the lawful currency of the United States;

"**US Person**" means a "US person" as defined in Regulation S under the Securities Act; and

"**VAT**" means value added tax.

1.2 The following rules shall apply to the interpretation of these Conditions unless the context otherwise requires:

(a) Headings to Conditions, paragraphs, and other provisions of these Conditions are inserted for ease of reference only and shall not affect the interpretation of these Conditions.

(b) Any reference to a person or persons includes reference to any individual, corporation, partnership, joint venture, association, public body, governmental authority or other entity.

(c) Words in the singular shall also include the plural and vice versa.

(d) Words in the masculine gender shall also include the feminine gender and vice versa.

(e) Any reference to these Conditions or to any agreement or document includes a reference to these Conditions, or, as the case may be, such agreement or document, as amended, varied, novated, supplemented or replaced from time to time.

(f) Unless otherwise indicated, any reference in these Conditions to a time is a reference to local time in London, England.

(g) All references in these Conditions to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment, and in relation to any provision of European Union law, includes such provision as incorporated or reincorporated into English law and any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.

2. STATUS OF COMMODITY SECURITIES

Commodity Securities constitute undated limited recourse secured debt obligations of the Issuer secured as set out in Condition 3. The Commodity Securities of each class rank *pari passu* among themselves.

3. SECURITY AND LIMITED RECOURSE

3.1 The obligations of the Issuer in respect of each class of Commodity Securities are secured pursuant to the Security Deed by a first ranking floating charge in favour of the Trustee for the Security Holders over, and by an assignment by way of security of, all the Issuer's rights in relation to the Secured Property of that class.

3.2 The Trustee and the Security Holders of any class of Commodity Securities shall have recourse only to sums derived from the Secured Property relating to the relevant Portfolio. If, the Trustee (or any other secured party) having realised the same, the net proceeds are insufficient for the Issuer to make all payments which, but for the effect of this Condition, would then be due, the obligations of the Issuer will be limited to such net proceeds of realisation, neither the Trustee nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums and no debt shall be owed by the Issuer to any such person in respect of any such further sum. In particular, neither the Trustee nor any Security Holder shall be entitled to institute, nor join with any other person in bringing, instituting or joining, any bankruptcy, suspension of payments, moratorium of any indebtedness, winding-up, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in relation to the Issuer (except for the appointment of a receiver and manager pursuant to the Security Deed) for two years (or, if later, the longest suspense period, preference period or similar period (howsoever described) ending with the onset of insolvency in respect of which transactions entered into by the Issuer within such period may be subject to challenge under applicable insolvency or other proceeding) plus one day after the date on which all amounts payable under the last outstanding security of any class issued by the Issuer and constituted by the Trust Instrument are repaid, nor shall they have any claim in respect of any sum arising in respect of the Secured Property for any other Portfolio or any other assets of the Issuer.

4. FORM AND TRANSFER

4.1 Commodity Securities are in registered form and are individually transferable.

4.2 Commodity Securities may be held and transferred in Uncertificated Form by means of CREST in accordance with the Regulations. The Trustee may, without the consent of Security Holders, concur with the Issuer in making modifications to the provisions of the Trust Instrument in order to reflect changes in the Regulations or in the applicable law and practice relating to the holding or transfer of Commodity Securities in Uncertificated Form. A Security Holder may request that his Commodity Securities be held in Certificated Form, in which case such Commodity Securities shall be removed from CREST.

4.3 The Issuer shall at all times keep at its registered office, or at such other place in Jersey as the Trustee may agree, Registers showing the date of issue and all subsequent transfers and changes of ownership of all outstanding Commodity Securities and the names and addresses of the Security Holders and the persons deriving title under them. The Trustee and the Security Holders or any of them and any person authorised by any such person shall be at liberty at all reasonable times during office hours to inspect the Registers and to take (free of charge) copies of, or extracts from, the same or any part thereof. In the event of the Trustee requiring to convene a meeting of or to give any notice to, the Security Holders the Issuer shall furnish the Trustee (free of charge) with such copies of, or extracts from, the Registers as it shall require. The Registers may be closed by the Issuer for such periods and at such times (not exceeding in the whole 30 days in any one year) as it may think fit.

4.4 The Issuer, the Trustee and, to the extent relevant, each Security Holder, by accepting a Commodity Security, agrees to treat the Commodity Securities as equity interests in the Issuer for all U.S. federal tax purposes.

5. PRICE OF COMMODITY SECURITIES

5.1 The Price for the first Commodity Security of a particular class to be issued (which shall be treated as being the Price for the day on which the Creation Notice (as defined in the Facility Agreement) for the corresponding Commodity Contract is received or deemed received by the Commodity Contract Counterparty pursuant to the Facility Agreement) shall be CHF10.0000000.

5.2 Subject to Condition 5.1, the Price for a Commodity Security of each class shall be calculated on each calendar day in accordance with Condition 5.3 below, save that:

(a) an Indicative Price for a Commodity Security of any class shall be calculated in accordance with Condition 5.5 for any calendar day which is (i) a Commodity Market Disruption Day for Commodity Securities of that class; (ii) a day (not being a Pricing Day for that class) where the preceding day, which is both a General Trading Day and a Trading Day for the Commodity Index applicable to that class, was a Market Disruption Day for Commodity Securities of that class; or (iii) a FX Market Disruption Day for Commodity Securities of that class, and, subject to paragraph (c) below, on each such day no Price shall be calculated for the Commodity Securities of that class;

(b) in relation to a Commodity Security of any class, for a Pricing Day for that class where the preceding day which is both a General Trading Day and a Trading Day for the Commodity Index applicable to that class was a Market Disruption Day for Commodity Securities of that class, the Price for such day shall be calculated in accordance with Condition 5.6 below;

(c) upon a Settlement Redemption Form being deemed received in relation to a class of Commodity Security on a Trading Day for the Commodity Index applicable to that class which is a General Trading Day but not a Pricing Day or a FX Market Disruption Day for such class then a Price shall be determined for that class in accordance with Condition 5.8 solely for the purposes of the Redemption pursuant to that Settlement Redemption Form (and, for the avoidance of doubt, that Price shall not be considered a Price for any other purpose under this Condition 5).

Pricing

5.3 Subject to Condition 5.1, Condition 5.2 and 5.4, the Price of a Commodity Security of a particular class for each calendar day will be an amount (which may not be negative) expressed in Swiss Francs and determined using the relevant Commodity Index for that class by the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

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

where:

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

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

i refers to the relevant class of Commodity Security;

t refers to the applicable calendar day;

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

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

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

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

5.4 For any class of Commodity Securities, if day t-1 is not a Pricing Day for that class and was not a Market Disruption Day in respect of that class then $I_{i,t-1}$ shall be the Closing Settlement Price Level of the Commodity Index applicable to a Commodity Security of class i on the last day preceding day t-1 which is both a General Trading Day and a Trading Day for that Commodity Index.

Indicative Pricing during Market Disruptions

5.5 For a Commodity Security of any class, if day t is a day which is either (a) a Commodity Market Disruption Day for that class; (b) a calendar day (not being a Pricing Day for that class) and the day, which is both a General Trading Day and a Trading Day for the Commodity Index applicable to a Commodity Security of that class, preceding day t was a Market Disruption Day for that class; or (c) a FX Market Disruption Day for that class, then the Indicative Price of such Commodity Security shall be as follows:

Calculation of Indicative Price on an initial Market Disruption Day that is a Commodity Market Disruption Day

(a) on a day which is not a FX Market Disruption Day in respect of that class but which is a Commodity Market Disruption Day for the Commodity Index applicable to that class and where the preceding day which is both a General Trading Day and a Trading Day for that Commodity Index was also a Pricing Day for that class (such Commodity Market Disruption Day being "**Commodity Market Disruption Day 1**"), the Indicative Price of a Commodity Security of such class shall be determined in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

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

where:

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

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

i	refers to the relevant class of Commodity Security;
t	refers to the applicable calendar day (t=1 being Commodity Market Disruption Day 1);
t-1	refers to the calendar day prior to day t;
$I_{i,t}$	is the Closing Settlement Price Level of the Commodity Index applicable to Commodity Securities of class i for day t, *provided that* if no Closing Settlement Price Level is published in respect of day t, then $I_{i,t}$ will be the same as $I_{i,t-1}$;
$I_{i,t-1}$	is the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class i relate for day t-1, *provided that* if day t-1 is not a Pricing Day for Commodity Securities of class i, then $I_{i,t-1}$ shall be the Closing Settlement Price Level of the Commodity Index to which Commodity Securities of class i relate on the immediately preceding Pricing Day; and
$CA_{i,t}$	is the Capital Adjustment applicable to Commodity Securities of class i and for day t, expressed as a decimal;

Calculation of Indicative Price on any other calendar day that is not a FX Market Disruption Day

(b) on any calendar day (other than a FX Market Disruption Day in respect of the relevant class of Commodity Security) not falling within sub-paragraph (a) above for which an Indicative Price in respect of a class of Commodity Securities is required to be calculated hereunder, the Indicative Price of a Commodity Security of that class shall be determined in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$IP_{i,t} = IP_{i,t-1} \times \left(1 + CA_{i,t}\right) + \left(\sum_{u=1}^{NC} \sum_{j=1}^{2} HP^{u}_{i,t-1,j} \times \left(\frac{WAV^{u}_{t,j}}{CIM^{u}_{t,j}} - \frac{WAV^{u}_{t-1,j}}{CIM^{u}_{t-1,j}} \right) \times \frac{1}{FX_{i,t}} \right)$$

where:

$IP_{i,t}$	is the Indicative Price of a Commodity Security of class i for day t;
$IP_{i,t-1}$	is the Indicative Price of a Commodity Security of class i for day t-1 (calculated for t-1 in the same manner as for day t in accordance with sub-paragraph (a) or this sub-paragraph (b));
i	refers to the relevant class of Commodity Security;
t	refers to the applicable calendar day;
t-1	refers to the calendar day prior to t, *provided that* if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate was a FX Market Disruption Day in respect of Commodity Securities of class i, then t-1 means *nfm*;
nfm	means the immediately preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate that was not a FX Market Disruption Day in respect of Commodity Securities of class i;

$CA_{i,t}$ is the Capital Adjustment applicable to Commodity Securities of class i on day t, *provided that* if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate was a FX Market Disruption Day in respect of Commodity Securities of class i, then $CA_{i,t}$ shall mean:

$$\sum_{\Gamma=nfm+1}^{t} CA_{i,\Gamma}$$

where:

$CA_{i,\Gamma}$ is the Capital Adjustment applicable to a Commodity Security of class i for day Γ;

Γ *(Gamma)* represents each calendar day from but excluding *nfm* until and including t;

NC means the total number of commodities in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate;

u is a commodity the Settlement Price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate;

j in relation to a commodity u, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;

$HP^{u}_{i,t-1,j}$ is the Theoretical Hedge Position for futures contract j of commodity u in respect of Commodity Securities of class i on day t-1 calculated in accordance with Condition 5.7, *provided that* where day t-1 is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be the Theoretical Hedge Position for such futures contract on the first day preceding day t-1 which is both a Trading Day for such Commodity Index and a General Trading Day;

$WAV^{u}_{t,j}$ means the weighted value for futures contract j of commodity u on day t used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook, *provided that* where day t is not both a Trading Day for that Commodity Index and a General Trading Day, then it shall be equal to $WAV^{u}_{t-1,j}$;

$WAV^{u}_{t-1,j}$ means the weighted value for futures contract j of commodity u on day t-1 used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook, *provided that* (i) where day t-1 is not both a Trading Day for that Commodity Index and a General Trading Day, then it shall be the weighted value for such futures contract on the first day preceding day t-1 which is both a Trading Day for that Commodity Index and a General Trading Day; or (ii) where day t-1 is a day falling within the definition of Commodity Market Disruption Day 1 in Condition 5.5(a) and on which no Closing Settlement Price Level is published for that Commodity Index, then it shall be the weighted value for such futures contract on the first day prior to day t-1 on which a Closing Settlement Price Level is published for that Commodity Index;

$CIM^{u}_{t,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u, *provided that* where day t is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be equal to $CIM^{u}_{t-1,j}$;

$CIM^{u}_{t-1,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t-1 for futures contract j of commodity u, *provided that* where day t-1 is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be equal to the Commodity Index Multiplier (as so defined) for such futures contract on the first day preceding day t-1 which is both a Trading Day for that Commodity Index and a General Trading Day; and

$FX_{i,t}$ means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day t;

Calculation of Indicative Price on a FX Market Disruption Day

(c) on a day which is a FX Market Disruption Day in respect of a class of Commodity Securities, then the Indicative Price of any Commodity Security of such class on day t shall be equal to the Price or Indicative Price (whichever is the most recent) calculated in respect of such class on the immediately preceding day that was not a FX Market Disruption Day in respect of such class of Commodity Securities; and

Cessation of calculation of Indicative Price

(d) the Indicative Price of a Commodity Security of any class shall cease to be calculated pursuant to paragraphs (a) to (c) above on the first day following the occurrence of the relevant Market Disruption Event(s) which both (i) is not a Market Disruption Day in respect of such class, and (ii) is a Pricing Day for that class, and the Price on such Pricing Day shall be calculated in accordance with Condition 5.6.

Pricing after Market Disruption Events

5.6 For a Commodity Security of any class, if day t is a Pricing Day in respect of such class and the preceding General Trading Day which is a Trading Day for the Commodity Index applicable to that class was a Market Disruption Day in respect of such class, then the Price of such Commodity Security shall be determined in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$P_{i,t} = IP_{i,t-1} \times \left(1 + CA_{i,t}\right) + \left(\sum_{u=1}^{NC} \sum_{j=1}^{2} HP^{u}_{i,t-1,j} \times \left(\frac{WAV^{u}_{t,j}}{CIM^{u}_{t,j}} - \frac{WAV^{u}_{t-1,j}}{CIM^{u}_{t-1,j}} \right) \times \frac{1}{FX_{i,t}} \right)$$

where:

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

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

i refers to the relevant class of Commodity Security;

t refers to the applicable calendar day;

$t-1$ refers to the calendar day prior to day t, *provided that* if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate was a FX Market Disruption Day in respect of Commodity Securities of class i, then t-1 means *nfm*;

nfm means the immediately preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate that was not a FX Market Disruption Day in respect of Commodity Securities of class i;

$CA_{i,t}$ is the Capital Adjustment applicable to Commodity Securities of class i on day t, *provided that* if the preceding General Trading Day which is a Trading Day for the Commodity Index to which Commodity Securities of class i relate was a FX Market Disruption Day in respect of Commodity Securities of class i, then $CA_{i,t}$ shall mean:

$$\sum_{\Gamma=nfm+1}^{t} CA_{i,\Gamma}$$

where:

$CA_{i,\Gamma}$ is the Capital Adjustment applicable to a Commodity Security of class i for day Γ;

Γ *(Gamma)* represents each calendar day from but excluding *nfm* until and including t;

NC means the total number of commodities in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate;

$HP^{u}_{i,t-1,j}$ means the Theoretical Hedge Position for futures contract j of commodity u in respect of Commodity Securities of class i on day t-1 calculated in accordance with Condition 5.7, *provided that*, where day t-1 is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be the Theoretical Hedge Position for such futures contract on the first day preceding day t-1 which is both a Trading Day for the relevant Commodity Index and a General Trading Day;

u is a commodity the Settlement Price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relates;

j in relation to a commodity u, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;

$WAV_{t,j}^{u}$ means the weighted value for futures contract j of commodity u on day t used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook;

$WAV_{t-1,j}^{u}$ means the weighted value for futures contract j of commodity u on day t-1 used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook, *provided that* (i) where day t-1 is not both a Trading Day for that Commodity Index and a General Trading Day, then it shall be the weighted value for such futures contract on the first day preceding day t-1 which is both a Trading Day for that Commodity Index and a General Trading Day; or (ii) where day t-1 is a day falling within the definition of Commodity Market Disruption Day 1 in Condition 5.5(a) and on which no Closing Settlement Price Level is published for that Commodity Index, then it shall be the weighted value for such futures contract on the first day prior to day t-1 on which a Closing Settlement Price Level is published for that Commodity Index;

$CIM_{t,j}^{u}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u;

$CIM_{t-1,j}^{u}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t-1 for futures contract j of commodity u, *provided that*, where day t-1 is not a Trading Day for the Commodity Index to which Commodity Securities of class i relate but where day t-1 is a General Trading Day then it shall be equal to the Commodity Index Multiplier (as so defined) for such futures contract on the first day preceding day t-1 which is both a Trading Day for that Commodity Index and a General Trading Day; and

$FX_{i,t}$ means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day t.

Theoretical Hedge Position

5.7 In these Conditions, the "**Theoretical Hedge Position**" in respect of a particular futures contract and commodity shall be as follows:

Theoretical Hedge Position for a particular futures contract and commodity on a Pricing Day

(a) the Theoretical Hedge Position for futures contract j of commodity u in respect of a Commodity Security of class i on day t on any day which is a Pricing Day for Commodity Securities of such class (or, for the purposes of paragraph (b)(ii), on any other calendar day in respect of which it is required to be calculated for such purposes) shall be the number determined in accordance with the following formula:

$$HP_{i,t,j}^{u} = P_{i,t} \times FX_{i,t} \times \frac{CIM_{t,j}^{u} \times RW_{t,j}^{u}}{\sum_{v=1}^{NC} \sum_{k=1}^{2} WAV_{t,k}^{v} \times RW_{t,k}^{v}}$$

where:

$HP_{i,t,j}^{u}$ means the theoretical Hedge Position for futures contract j of commodity u in respect of a Commodity Security of class i on day t;

i refers to the relevant class of Commodity Security;

t refers to the applicable calendar day;

j means in relation to commodity u, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and j=2 it is Next Future;

u is a commodity, the Settlement Price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate;

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

$FX_{i,t}$ means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day t;

$CIM_{t,j}^{u}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u;

$RW_{t,j}^{u}$ means the roll weight applicable to futures contract j on day t in respect of commodity u, being a value of either 0, 0.2, 0.4, 0.6, 0.8 or 1 as determined in accordance with the Handbook, to be used in the calculation of the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate on the following Trading Day for the relevant Commodity Index;

$RW_{t,k}^{v}$ means the roll weight applicable to futures contract k on day t in respect of commodity v, being a value of either 0, 0.2, 0.4, 0.6, 0.8 or 1 as determined in accordance with the Handbook, to be used in the calculation of the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate on the following Trading Day for the relevant Commodity Index;

NC means the total number of commodities in the Unhedged Commodity Index corresponding to the Commodity Index applicable to Commodity Securities of class i;

v means each commodity in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate;

k means in relation to commodity v, is either a Lead Future or a Next Future and where k=1 it is a Lead Future and k=2 it is a Next Future; and

$WAV_{t,k}^{v}$ means the weighted value for futures contract k of commodity v on day t used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate; and

Theoretical Hedge Position on a Commodity Market Disruption Day

(b) the Theoretical Hedge Position for futures contract j of commodity u in respect of a Commodity Security of class i on day t on any day which is a Commodity Market Disruption Day in respect of such class of Commodity Securities:

(i) (in the case of a class of Commodity Securities to which a Composite Commodity Index applies) for those commodities for which such day is not a Commodity Market Disruption Day, shall be the number calculated using the formula set out in paragraph (a) above, *save that* the value $P_{i,t}$ shall be replaced with the value of $IP_{i,t}$ being the

Indicative Price of a Commodity Security of class i for day t calculated in accordance with Condition 5.5 above; and

(ii) for those commodities for which such day is a Commodity Market Disruption Day shall be the number determined in accordance with the following formula:

$$HP_{i,t,j}^{u} = HP_{i,t-1,j}^{u}$$

where:

$HP_{i,t,j}^{u}$ means the Theoretical Hedge Position for futures contract j of commodity u in respect of a Commodity Security of class i on day t; and

$HP_{i,t-1,j}^{u}$ means the Theoretical Hedge Position for futures contract j of commodity u in respect of a Commodity Security of class i on day t-1, *save that* when day t-1 is not both a Trading Day for the Commodity Index to which Commodity Securities of class i relate and a General Trading Day, then it shall be the Theoretical Hedge Position for such futures contract on the first day preceding day t-1 which is both a Trading Day for the relevant Commodity Index and a General Trading Day.

Redemptions during Market Disruption Days

5.8 If day t is a Commodity Market Disruption Day but not a FX Market Disruption Day for the Commodity Index relating to a Commodity Security of any class, then paragraphs (b) and (c) of Condition 7.11 shall apply in respect of the Redemption of a Commodity Security of that class.

5.9 No Redemptions of a particular class of Commodity Securities may occur on day t if day t is a FX Market Disruption Day in respect of such class of Commodity Securities.

Publication of Prices

5.10 The Issuer has undertaken in the Trust Instrument to use its reasonable endeavours to procure that the Prices for all types of Swiss Franc Currency-Hedged Commodity Securities are calculated as at the end of each Pricing Day for each type of Commodity Securities, to procure that any Indicative Prices are calculated as at the end of each day when required hereunder and to post its calculations of such Prices and any Indicative Prices on the Issuer’s website at http://etfsecurities.com/scsl.

6. CAPITAL ADJUSTMENT

The calculation of the Price at which Commodity Securities may be Redeemed includes the Capital Adjustment for each day on which the Price is calculated. The Capital Adjustment in respect of each class of Commodity Security shall be as agreed from time to time between the Commodity Contract Counterparties and the Issuer.

7. REDEMPTION OF COMMODITY SECURITIES BY SECURITY HOLDERS

Redemption Entitlement

7.1 Each Commodity Security of a particular class carries the right on Redemption to payment of either:

(a) the higher of (i) the Principal Amount for that class, and (ii) the Price of that Commodity Security on the applicable Pricing Day determined in accordance with Condition 5 (“**Settlement Pricing**”); or

(b) where applicable, an amount determined by agreement between a Commodity Contract Counterparty and a Security Holder which is an Authorised Participant in accordance with Condition 7.15 ("**Agreed Pricing**").

Redemption by Authorised Participants

7.2 A Security Holder who is also an Authorised Participant may (subject as provided herein) require the Issuer to Redeem all or part of its holding of Commodity Securities by lodging with the Issuer a Redemption Form specifying either Settlement Pricing or Agreed Pricing *provided that* if at any time a Redemption Amount is due to be paid by the Issuer in respect of a Redemption to a particular Authorised Participant, the amount payable by the Issuer may be discharged in whole or in part pursuant to the set-off provisions set out in the Authorised Participant Agreement. A Settlement Redemption Form may in addition be deemed to have been lodged by an Authorised Participant with the Issuer on a Listing Failure Date in the circumstances further described in the applicable Authorised Participant Agreement.

Redemption by Other Security Holders

7.3 A Security Holder which is not also an Authorised Participant may only require the Issuer to Redeem all or any part of its holding of Commodity Securities if either:

(a) on any Issuer Business Day, there are no Authorised Participants, and the Security Holder submits on such day a valid Settlement Redemption Form; or

(b) the Issuer has announced by an RIS in respect of any Issuer Business Day, or until further announcement or generally, that Redemptions by Security Holders who are not Authorised Participants will be permitted and the Security Holder submits on an Issuer Business Day a valid notice in the form prescribed for the purpose by the Issuer requesting Redemption of such Commodity Securities using Settlement Pricing. Any such announcement may be general or subject to conditions, and any notice requesting any Redemption which is not in accordance with any such conditions shall not be valid.

Redemption Amount

7.4 The Redemption Amount with respect to a Redemption shall be the amount (expressed in US Dollars) determined as follows:

(a) if the Redemption is effected using Settlement Pricing, an amount equal to the sum of the amounts determined in accordance with Condition 7.1 in respect of all of the Commodity Securities thereby Redeemed multiplied by the Settlement Foreign Exchange Rate for that class and the Pricing Date in respect of that Redemption; or

(b) if the Redemption is pursuant to an Agreed Redemption Form in which an amount expressed in US Dollars is specified as the Redemption Amount, such amount; or

(c) if the Redemption is pursuant to an Agreed Redemption Form in which an amount in Swiss Francs is specified, an amount in US Dollars determined in the same manner (*mutatis mutandis*) as in paragraph (a) save substituting such amount in Swiss Francs for the sum of the amounts determined in accordance with Condition 7.1(a) in respect of all the Commodity Securities thereby Redeemed.

7.5 The Issuer shall on the Redemption Payment Date in respect of any Redemption pay (or procure the payment of) the Redemption Amount in respect of that Redemption into the applicable Redemption Account.

Redemption Limits

7.6 Commodity Securities of a particular class or classes may not be Redeemed on a day pursuant to a Settlement Redemption Form:

(a) submitted by any Security Holder (including any Authorised Participant), to the extent that the cancellation of Commodity Contracts corresponding to the Redemption of all Commodity Securities of that class or those classes which are Redeemed on that day would exceed the sum of the Commodity Contract Counterparty Redemption Limits applicable to such cancellation on that day (such limit being the "**Redemption Limit**" for that class or those classes of Commodity Securities); or

(b) submitted by any Authorised Participant, to the extent that the cancellation of Commodity Contracts corresponding to the Redemption of all Commodity Securities which are Redeemed on that day pursuant to Settlement Redemption Forms submitted by that Authorised Participant would exceed the sum of the Commodity Contract Counterparty Redemption Limits applicable to such cancellation on that day in respect only of those Commodity Contract Counterparties for which that Authorised Participant is an Authorised Participant (such limit being the "**Authorised Participant Redemption Limit**" for that class of Commodity Securities and that Authorised Participant).

For the purposes of this Condition, the "**Commodity Contract Counterparty Redemption Limit**" with respect to a class or classes of Commodity Securities (or in relation to any class or classes of Commodity Securities any commodities the Settlement Price of futures contracts relating to which are included in the calculation of the Corresponding Unhedged Commodity Index relating to that class or those classes of Commodity Securities) and a Commodity Contract Counterparty is the amount expressed in US Dollars agreed between the Issuer and that Commodity Contract Counterparty as the redemption limit in respect of the corresponding class or classes of Commodity Contracts (or the commodities the Settlement Price of futures contracts relating to which are included in the calculation of the Corresponding Unhedged Commodity Index relating to that class or those classes of Commodity Contracts).

7.7 For the purposes of the Redemption Limits, Redemption Forms will be dealt with in order of their actual receipt by the Issuer and, for the purpose of this Condition, Condition 7.12 shall be disregarded.

Settlement Pricing

7.8 A Settlement Redemption Form shall be invalid:

(a) if it does not specify a number and class of Commodity Securities to be Redeemed;

(b) [*not used*];

(c) for a Settlement Redemption Form lodged by an Authorised Participant, if it is received by the Issuer at any time other than between 8.00 a.m. and 6.30 p.m. on an Issuer Business Day;

(d) if it does not specify the Redemption Account into which the Redemption Amount shall be payable;

(e) to the extent that the number of Commodity Securities of that class or in aggregate to be Redeemed would result in a Redemption Limit being exceeded, and the relevant Commodity Contract Counterparty does (or Commodity Contract Counterparties do) not agree or has (or have) not agreed (generally or in the particular case) to that Redemption Limit being exceeded (in which event such Settlement Redemption Form will not be capable of being invalidated under this Condition 7.8(e) in respect of the greatest number of Commodity Securities of the relevant class or classes that would not result in the Redemption Limit being exceeded);

(f) if the Settlement Redemption Form is submitted by an Authorised Participant, and the number of Commodity Securities of that class or in aggregate to be Redeemed would result in an Authorised Participant Redemption Limit being exceeded (in which event such Settlement Redemption Form shall not be capable of being invalidated under this Condition 7.8(f) in respect of the greatest number of Commodity Securities of the relevant class that would not result in the Authorised Participant Redemption Limit being exceeded);

(g) where notice of a Compulsory Redemption Date has been given, if the Settlement Redemption Form is received or deemed received on or after:

(i) where notice has been given under Condition 8.2 or (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 8.1(a), the date on which notice of the Compulsory Redemption Date was given; or

(ii) in any other case, the Compulsory Redemption Date;

(h) if it is received or deemed received on or after the Compulsory Redemption Date in respect of any class of Commodity Securities, in respect of which notice has been given in accordance with Condition 8.5;

(i) if it relates to the Redemption of Commodity Securities that are the subject of a Listing Failure; or

(j) if it is invalid pursuant to Condition 7.19(c) or Condition 7.20(c); or

(k) if a FX Restriction Event has occurred and is continuing and any Commodity Contract Counterparty has, by 8.00 a.m. on the relevant Issuer Business Day, given notice of that FX Restriction Event to the Issuer and each Authorised Participant and has not given notice of its cessation, in each case in accordance with the relevant Facility Agreement; or

(l) if the day that such Settlement Redemption Form is received (or deemed received pursuant to Condition 7.12) is a FX Market Disruption Day in respect of such class of Commodity Securities,

and, save as provided in Condition 7.8(f), no Commodity Securities of the relevant class shall be Redeemed in respect of or under that Settlement Redemption Form.

7.9 If the Issuer considers that a purported Settlement Redemption Form is invalid, it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible. The Issuer shall not be obliged to Redeem pursuant to a Settlement Redemption Form any Commodity Securities where the relevant Commodity Contract Counterparty has not confirmed a corresponding Commodity Contract Termination in accordance with the provisions of the relevant Facility Agreement.

7.10 If the Issuer in its absolute discretion considers it necessary or desirable to do so in relation to any Settlement Redemption Form for the purpose of arranging (in aggregate) corresponding Commodity Contract Terminations in accordance with two or more Facility Agreements or to enable such Settlement Redemption Form to be settled in part in accordance with Condition 12 (*Satisfaction of Redemption Forms by Transfer*), or both, the Issuer may determine that the Settlement Redemption Form be deemed to comprise two or more deemed Settlement Redemption Forms, such deemed Settlement Redemption Forms relating to, in aggregate, the same numbers and class of Commodity Securities as those to which the original Settlement Redemption Form related; and these Conditions shall apply to such deemed Settlement Redemption Forms accordingly. If the Issuer determines to exercise its right to deem a Settlement Redemption Form to comprise two or more deemed Settlement Redemption Forms it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible.

7.11 If a Settlement Redemption Form in relation to a class of Commodity Securities is deemed received by the Issuer prior to the Notice Deadline on an Issuer Business Day ("**Day 1**"):

(a) if Day 1 is a Pricing Day for the class of Commodity Securities to be Redeemed pursuant to that Settlement Redemption Form, all those Commodity Securities will be Priced on Day 1 (and that day shall be the Pricing Date for such class of Commodity Securities);

(b) if Day 1 is for a particular class of Commodity Securities neither a Pricing Day for such class of Commodity Securities nor a Trading Day for any of the commodities by reference to the Settlement Prices for which the Corresponding Unhedged Commodity Index relating to the class of Commodity Securities to which the Settlement Redemption Form relates is calculated, then:

(i) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Issuer Business Day, cancel the Settlement Redemption Form, and where such a Withdrawal Notice is given no Commodity Securities shall be Redeemed in respect of or under that Settlement Redemption Form; and

(ii) if no notice is issued under Condition 7.11(b)(i) then such Commodity Securities shall be Priced in accordance with Condition 7.11(c);

(c) if Day 1 is a Pricing Day for one or more but not all futures contracts by reference to the Settlement Price for which the Unhedged Commodity Index corresponding to the Commodity Index relating to a Commodity Security of class i relates is calculated (in whole or in part) then that Commodity Security will not be Priced until the next General Trading Day on which each such futures contract has had one or more Pricing Days (which are not FX Market Disruption Days in relation to Commodity Securities of class i). In such circumstances or if this Condition 7.11(c) applies pursuant to Condition 7.11(b)(ii), the Price of a Commodity Security of that class for a Settlement Redemption Form deemed received on Day 1 will be an amount (which may not be negative) expressed in Swiss Francs calculated (to seven places of decimals with 0.00000005 rounded upwards) in accordance with the following formula:

$$P_{i,t} = IP_{i,t} \times \left(1 + \sum_{\Gamma=t}^{IPD-1} CA_{i,\Gamma+1}\right) + \sum_{w=1}^{ND} \sum_{\tau=t}^{CPD^{w}-1} \sum_{j=1}^{2} HP_{i,\tau,j}^{w} \times \left(\frac{WAV_{\tau+1,j}^{w}}{CIM_{\tau+1,j}^{w}} - \frac{WAV_{\tau,j}^{w}}{CIM_{\tau,j}^{w}}\right) \times \frac{1}{FX_{i,\tau+1}}$$

where:

$P_{i,t}$	is the Price of a Commodity Security of class i for day t;
$IP_{i,t}$	is the Indicative Price (determined in accordance with Condition 5.5) of a Commodity Security of class i for day t;
i	refers to the relevant class of Commodity Security;
t	refers to the applicable calendar day (Day 1);
IPD	represents the 'Index Pricing Day', which is defined as the day upon which the relevant Commodity Security is Priced, being the

General Trading Day on which each futures contract by reference to the Settlement Price for which the relevant Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i is calculated has had at least one Pricing Day (which is not a FX Market Disruption Day in relation to Commodity Securities of class i) from and including day t;

IPD-1	refers to the calendar day prior to IPD;
$CA_{i,\Gamma+1}$	is the Capital Adjustment applicable to Commodity Securities of class i on day Γ+1;
Γ	*(Gamma)* represents each calendar day from and including t until and including IPD-1;
τ	*(Tau)* means each calendar day from and including t until and including CPD^{w-1};
ND	means the 'Number of Disrupted commodities', being defined as the number of commodities represented in the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate which are the subject of a Commodity Market Disruption Event on Day 1;
w	is a commodity the settlement price of a futures contract relating to which is used in calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate which is subject to a Commodity Market Disruption Event on Day 1;
CPD^{w}	represents the 'Commodity Pricing Day' which is defined as the first calendar day following Day 1 which is a Pricing Day (but not a FX Market Disruption Day in relation to Commodity Securities of class i) for commodity w;
CPD^{w-1}	refers to the calendar day prior to CPD^{w};
j	in relation to a commodity w, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;
$HP^{w}_{i,\tau,j}$	means the Theoretical Hedge Position (determined in accordance with Condition 5.7) for futures contract j of commodity w in respect of Commodity Securities of class i on day τ;
$WAV^{w}_{\tau+1,j}$	means the weighted value for futures contract j of commodity w on day τ+1 used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of class i relate, calculated in accordance with the Handbook, *provided that* where day τ+1 is not a General Trading Day or where day τ+1 is a FX Market Disruption Day, then it shall be equal to $WAV^{w}_{\tau,j}$;
$WAV^{w}_{\tau,j}$	means the weighted value for futures contract j of commodity w on day τ used for calculating the Unhedged Commodity Index corresponding to the Commodity Index to which Commodity

Securities of class i relate, calculated in accordance with the Handbook, *provided that* where day τ is not a General Trading Day or where day τ is a FX Market Disruption Day, then it shall be the weighted value for such futures contract on the General Trading Day preceding day τ;

$CIM^{w}_{\tau,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day τ for futures contract j of commodity w, *provided that* where day τ is not a General Trading Day or where day τ is a FX Market Disruption Day, then it shall be equal to the Commodity Index Multiplier (as so defined) for such futures contract on the first General Trading Day prior to day τ;

$CIM^{w}_{\tau+1,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day τ+1 for futures contract j of commodity w, *provided that* where day τ+1 is not a General Trading Day or where day τ+1 is a FX Market Disruption Day, then it shall be equal to $CIM^{w}_{\tau,j}$; and

$FX_{i,\tau+1}$ means the Foreign Exchange Rate for the Commodity Index to which Commodity Securities of class i relate on day τ+1, *provided that* where day τ+1 is a FX Market Disruption Day then $FX_{i,\tau+1}$ shall be equal to 1;

(d) where Condition 7.11(c) applies, the Pricing Date in respect of the Settlement Redemption Form relating to the Commodity Securities concerned will be the next General Trading Day after Day 1 on which each futures contract by reference to the Settlement Price for which the relevant Unhedged Commodity Index corresponding to the Commodity Index to which Commodity Securities of the relevant class relate is calculated has had one or more Pricing Days (which are not FX Market Disruption Days in relation to Commodity Securities of class i);

(e) where Condition 7.11(c) applies:

(i) in relation to a Settlement Redemption Form delivered by an Authorised Participant, at any time prior to a Pricing being completed in accordance with Condition 7.11(c) the relevant Commodity Contract Counterparty and the relevant Authorised Participant may agree a Price and applicable Pricing Date in lieu of that which would be determined in accordance with Condition 7.11(c) and notify that Price and applicable Pricing Date jointly to the Issuer in such form as the Issuer may reasonably require. Such joint notification shall be conclusive evidence that the relevant Commodity Contract Counterparty and the relevant Authorised Participant have agreed a Price and applicable Pricing Date which shall apply in lieu of that which would be determined in accordance with Condition 7.11(c);

(ii) if a Price has not been determined in accordance with Condition 7.11(c) or subparagraph (i) by the end of the fourth General Trading Day following Day 1 then, either the relevant Authorised Participant or the Issuer, by notice to the other given in the same manner as for a Pricing Notice, may elect that the Price should instead be determined in the manner provided in the following sub-paragraphs. Any such notice must, to be valid, be given between 8.00 a.m. and 6.30 p.m. (in the case of notice given by the relevant Authorised Participant) or 7.00 p.m. (in the case of notice given by the Issuer) on an Issuer Business Day. Any such notice which is received by the Issuer or the relevant Authorised Participant on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. (in the case of notice given by the relevant Authorised Participant) or 7.00 p.m. (in the case of notice given by the Issuer) shall be deemed to be received by the Issuer or the relevant Authorised Participant (as the case may be) at 8.00 a.m. on the following Issuer Business Day, unless the Issuer or the relevant Authorised Participant (as the case may be) agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer or the relevant Authorised Participant (as the case may be) prior to the Notice Deadline. The giving of any notice pursuant to this sub-paragraph (ii) shall not prevent the relevant Commodity Contract Counterparty and the relevant Authorised Participant from agreeing a Price and Pricing Date in accordance with sub-paragraph (i) above in which case such Price and applicable Pricing Date shall apply in lieu of that which would be determined in accordance with the following sub-paragraphs;

(iii) if a notice is given pursuant to sub-paragraph (ii) above the Calculation Agent shall calculate in good faith and in a commercially reasonable manner a Price as at the close of business on the Issuer Business Day on which such notice was deemed given using the formula set out in Condition 7.11(c) and, for each relevant futures contract for which a Commodity Market Disruption Event would (but for this paragraph (e)) have prevented the determination of the Price hereunder, a fair market value for such futures contract determined using the principles set out in Condition 14.3 and shall notify the same to the Issuer, the relevant Authorised Participant and the relevant Commodity Contract Counterparty; and

(iv) if by 6.30 p.m. on the Issuer Business Day following notification by the Calculation Agent to the Issuer and the relevant Authorised Participant of any determination made by the Calculation Agent pursuant to sub-paragraph (iii) above either the Issuer or the relevant Authorised Participant notifies the relevant Commodity Contract Counterparty that it requires the appointment of a leading dealer in commodity derivatives as substitute calculation agent (a "**Substitute Calculation Agent**") to determine the fair market values for any futures contract for which a Commodity Market Disruption Event would (but for this paragraph (e)) have prevented the determination of the Price hereunder in accordance with this paragraph and the Price, then (unless agreement is reached otherwise in accordance with sub-paragraph (i) above) each of the Issuer, the relevant Authorised Participant and the relevant Commodity Contract Counterparty shall, in the absence of manifest error, be bound by a determination made by the Substitute Calculation Agent of such fair market values and Price. Any Substitute Calculation Agent shall be appointed jointly by relevant Authorised Participant and the relevant Commodity Contract Counterparty or, at the request of either, by the Issuer. Any Substitute Calculation Agent, if it is an Authorised Participant, shall be independent of the Creation concerned and shall itself have no similar transactions with the Issuer awaiting Pricing in accordance with provisions of its Authorised Participant Agreement analogous to Condition 7.11(c). The Issuer shall not be obliged to appoint any Substitute Calculation Agent hereunder unless it is indemnified and/or secured to its reasonable satisfaction against any liabilities to which it may thereby render itself liable. In performing its duties under this paragraph any Substitute Calculation Agent shall calculate such fair market values and Price in good faith and in a commercially reasonable manner and shall calculate such Price as at the close of business on the Issuer Business Day on which the notice under sub-paragraph (ii) above was deemed given using the formula set out in Condition 7.11(c) and, for each relevant futures contract for which a Commodity Market Disruption Event would (but for this paragraph (e)) have prevented the determination of the Price hereunder, a fair market value for such futures contract using the principles set out in Condition 14.3 and the applicable reported settlement prices for all other relevant futures contracts. The Substitute Calculation Agent shall assume, without enquiry, that any determination by the original Calculation Agent as to whether a Commodity Market Disruption Event in relation to any futures contract has occurred is correct and shall be bound by any such determination. Accordingly the role of the Substitute Calculation Agent shall be limited to the determination of the relevant fair market values and the Price consequent upon such determinations. The Substitute Calculation Agent shall have no liability or responsibility to the parties for any error or omission in making any determination in connection with this paragraph.

7.12 A Settlement Redemption Form which is received by the Issuer on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. shall be deemed to be received by the Issuer at 8.00 a.m. on the following Issuer Business Day, unless the Issuer agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer prior to the Notice Deadline.

7.13 Within one Issuer Business Day after the last Pricing Date in respect of any Settlement Redemption Form, the Issuer shall notify the relevant Security Holder of the Redemption Amount payable in respect of that Settlement Redemption Form, determined as provided above.

7.14 The Issuer may change or vary the procedures for the lodgement of Settlement Pricing Forms and these Conditions shall be modified in respect of Redemptions using Settlement Pricing to the extent of any such change or variation.

Agreed Pricing

7.15 A Commodity Contract Counterparty and an Authorised Participant may submit an Agreed Redemption Form to the Issuer (either jointly, or in separate notices). An Agreed Redemption Form is conclusive evidence that the Commodity Contract Counterparty and the Authorised Participant have agreed upon:

(a) the Redemption by the Issuer of a number and class of Commodity Securities specified in the notice(s); and

(b) either:

(i) the amount expressed in US Dollars which is the Redemption Amount for those Commodity Securities; or

(ii) an amount expressed in Swiss Francs which when expressed in US Dollars in accordance with paragraph (c) of Condition 7.4 will be the Redemption Amount for those Commodity Securities.

7.16 If a Commodity Contract Counterparty and an Authorised Participant purport to send an Agreed Redemption Form by separate notices:

(a) which are inconsistent with one another in relation to any of the items referred to in Condition 7.18(a), 7.18(b) or 7.18(c); or

(b) one of which is invalid under Condition 7.18, those notices shall not constitute a valid Agreed Redemption Form and the Issuer shall reject the notices and advise that Commodity Contract Counterparty and that Authorised Participant accordingly.

7.17 Where an Agreed Redemption Form is submitted by separate notices from the Authorised Participant and a Commodity Contract Counterparty, the Issuer shall be deemed to have received the Agreed Redemption Form at the time that it is deemed to receive the second of the two notices.

7.18 An Agreed Redemption Form shall be invalid in the circumstances specified in Condition 7.20(c) or if it does not set out:

(a) the number and class of Commodity Securities to be Redeemed;

(b) an amount as specified in paragraph (b) of Condition 7.15(b); and

(c) the Redemption Payment Date for that Redemption, which shall be not earlier than two London Business Days following the day on which the Agreed Redemption Form is deemed received by the Issuer.

Suspension of Redemptions

7.19 If the Price of a class of Commodity Security falls below its Principal Amount, the Issuer may at any time and from time to time while the Price in relation to such class is below such Principal Amount determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) and, subject as provided in this Condition 7.19, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

(a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;

(b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days, and may continue thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, in which event the suspension will cease when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution;

(c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition shall be invalid; and

(d) if the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition as at 6.30 p.m. on the second Issuer Business Day prior to a Compulsory Redemption Date for that class pursuant to Condition 8.6, then notwithstanding that a number of Commodity Securities of that class may have been specified pursuant to that Condition which is not all of those Commodity Securities, such Compulsory Redemption Date shall be a Compulsory Redemption Date for all of the Commodity Securities of that class.

7.20 If the Issuer is considering exercising its power under Condition 18.3 to divide any Portfolio, or has determined to exercise such power, it may determine to suspend the right to Redeem the Commodity Securities of the class attributable to such Portfolio under Condition 7.1(a) and Condition 7.1(b) and, subject as provided in this Condition 7.20, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

(a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;

(b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days but (without prejudice to Condition 8.4) shall terminate when either the Issuer has determined to divide such Portfolio and such division has become effective or the Issuer has announced via an RIS that it has determined not to divide such Portfolio; and

(c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form or Agreed Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class is suspended pursuant to this Condition shall be invalid.

7.21 If the Calculation Agent for the purposes of one or more Facility Agreements notifies the Issuer pursuant to that Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) that it has determined that as a result of the application in the United Kingdom of "Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds" any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, the Issuer may determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) and, subject as provided in this Condition 7.21, may terminate any such suspension at its discretion. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

(a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;

(b) any such suspension may continue in the discretion of the Issuer for a period of up to 90 days; and

(c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition shall be invalid.

8. COMPULSORY REDEMPTION BY THE ISSUER OR TRUSTEE

Compulsory Redemption on Termination

8.1 The Issuer may at any time (upon not less than seven days' notice in the case of (a) below and upon not less than thirty days' notice in the case of (b) below) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities, or all Commodity Securities of any one or more class, if:

(a) notice is given by either party thereto terminating a Facility Agreement or nominating a compulsory pricing date thereunder in respect of all Commodity Contracts created thereunder; or

(b) the Issuer elects to Redeem all Commodity Securities, or all Commodity Securities of any one or more class, *provided that* a notice given under paragraph (b) may be withdrawn until the date not later than seven days prior to the date nominated to be the Compulsory Redemption Date so long as there remains in effect at least one Facility Agreement pursuant to which subsequent to that date Commodity Contracts of the same class as such Commodity Securities may be created.

8.2 If a Counterparty Event of Default or an Issuer Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the affected Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured and/or funded to its satisfaction, give notice to the Issuer that all the affected Commodity Securities outstanding are required to be Redeemed and nominating an Issuer Business Day falling not less than 20 London Business Days (or two London Business Days in the case of an Issuer Insolvency Event) from the giving of such notice to be a Compulsory Redemption Date, and for this purpose "affected Commodity Securities" means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Commodity Securities that are attributable to the Portfolio or Portfolios which include rights against that particular Commodity Contract Counterparty.

8.3 If a Compulsory Redemption Date is nominated by the Issuer pursuant to Condition 8.1(a) in relation to any Commodity Securities following notice having been given by the Issuer to terminate a Facility Agreement or to nominate a compulsory pricing date thereunder by reason of a Counterparty Event of Default and, prior to the Compulsory Redemption Date, the Issuer has either:

(a) determined to divide a Portfolio to which outstanding Commodity Contracts created under that Facility Agreement are attributable by allocating all such Commodity Contracts to the New Portfolio in accordance with Condition 18.3; or

(b) announced by an RIS its intention to do so or that it is considering doing so,

the Issuer may determine that the Redemption pursuant to Condition 8.1(a) shall not apply to the Commodity Securities attributable to that Portfolio but shall apply (*mutatis mutandis*) to the New Commodity Securities attributable to such new Portfolio and otherwise on the basis of this Condition 8. If in the case of paragraph (b) such division shall not have become effective within 30 days of such announcement, this Condition shall cease to have effect. The Issuer shall give notice of any determination made pursuant to this Condition 8.3 via an RIS as soon as practicable, but failure to give any such notice shall not prevent the exercise of its powers hereunder.

8.4 If a Facility Agreement has been terminated, or notice of a compulsory pricing date thereunder by reason of a Counterparty Event of Default has been given, then no further Redemption Forms in respect of Commodity Securities attributable to a Portfolio to which outstanding Commodity Contracts created under that Facility Agreement are attributable, given on or after the date of such termination or given or deemed given after the date of such notice shall be effective unless and until whichever occurs earlier of:

(a) the Issuer has determined to divide such Portfolio as referred to in Condition 8.3 and such division has become effective; and

(b) if the Issuer has announced by an RIS that Redemption Forms given after, or on or after, the date specified in such announcement will be effective, the date determined in accordance with such announcement. Any such announcement may be general or subject to conditions and any Redemption Form which would not be effective in the absence of such announcement shall not be effective if it is not in accordance with such conditions.

Compulsory Redemption due to Index Disruption

8.5 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if:

(a) a Commodity Index which relates to that class of Commodity Securities is no longer calculated and published in accordance with the Handbook and the Calculation Agent gives notice to the Issuer under a Facility Agreement of its intent to discontinue calculation and notification of that Commodity Index to the Issuer under that Facility Agreement; or

(b) non-calculation or non-publication of a Commodity Index which relates to that class of Commodity Securities for any reason continues for a continuous period of thirty days, and a Commodity Contract Counterparty and the Issuer are unable to reach agreement on a permanent replacement mechanism or amendments to the relevant Facility Agreement to give effect to that mechanism.

8.5A The Issuer may at any time (upon not less than two Business Days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a), is suspended pursuant to Condition 7.21 for at least 30 calendar days.

Compulsory Redemption due to Hedging Disruption

8.6 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for a particular class of Commodity Securities, if as a consequence of a Hedging Disruption Event a Commodity Contract Counterparty or any of its Affiliates is required by law or by the order of a regulatory authority having jurisdiction to close or reduce hedging positions (if any) which a Commodity Contract Counterparty (acting reasonably) attributes to the hedging of its obligations in connection with the relevant Facility Agreement or Commodity Contracts of the same class. Any such notice may specify a number of Commodity Securities (which may not be all of those Commodity Securities) to be redeemed in consequence of such notice and if in relation to any particular class of Commodity Securities the Issuer does not redeem all the outstanding Commodity Securities they will be redeemed in accordance with Condition 8.12 *pro rata* to holdings on the relevant Register as at the Compulsory Redemption Date. Any nomination of a Compulsory Redemption Date by the Issuer under this Condition 8.6 in relation to less than all of the Commodity Securities of a particular class is subject to Condition 7.19.

Compulsory Redemption on a fall in the Price relative to the Principal Amount

8.7 If on any Pricing Day the Price of any class of Commodity Security falls to 2.5 times the Principal Amount of such Commodity Security or below, the Issuer may at any time, for so long as the Price continues to be less than 2.5 times the Principal Amount of such Commodity Security and during the period 60 days thereafter, upon not less than 2 days' notice by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date in respect of that class of Commodity Security and subject to Condition 3.2 investors will receive a sum on such Compulsory Redemption calculated in accordance with Condition 8.12. The right to nominate an Issuer Business Day to be a Compulsory Redemption Date to this Condition 8.7 shall cease if an Extraordinary Resolution is passed which has the effect of reducing the Principal Amount to a level less than two-fifths of the Price, but this is without prejudice to any subsequent nomination pursuant to this Condition if on any Pricing Day the Price of that class of Commodity Security falls to 2.5 times the Principal Amount (as so reduced) of such Commodity Security or below.

Compulsory Redemption for cause

8.8 The Issuer may, in its absolute discretion, at any time by written notice to a Security Holder nominate an Issuer Business Day (being not less than seven General Trading Days and not more than fourteen General Trading Days following the date of the notice) to be a Compulsory Redemption Date in respect of Commodity Securities held by that Security Holder, if:

(a) the Issuer required the Security Holder in accordance with Condition 13 to certify whether or not it is a Prohibited Benefit Plan Investor and (i) the Security Holder did not by the date specified in the notice given under Condition 13 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited Benefit Plan Investor; or

(b) the Issuer required the Security Holder in accordance with Condition 13 to certify whether or not it is a Prohibited US Person and the (i) Security Holder did not by the date specified in the notice given under Condition 13 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited US Person; or

(c) the Issuer considers (in its sole discretion) (i) that such Commodity Securities are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country or by virtue of which such person is not qualified to own those Commodity Securities, or (ii) that the ownership or holding or continued ownership or holding of those Commodity Securities (whether on its own or in conjunction with any other circumstance appearing to the Issuer to be relevant) would, in the reasonable opinion of the Issuer, cause a pecuniary or tax disadvantage to the Issuer or any other Security Holders which it or they might not otherwise have suffered or incurred,

provided that if the relevant Security Holder in the case of sub-paragraph (a)(i) or (b)(i) so failed to provide such a certification, or in the case of sub-paragraph (a)(ii) or (b)(ii) certified that it is a Prohibited Benefit Plan Investor or a Prohibited US Person, in each case in respect of some only of the Commodity Securities held by it, a notice given by the Issuer under this Condition shall relate only to those Commodity Securities (and not any other Commodity Securities held by that Security Holder).

8.9 If a Security Holder which is the subject of a notice under Condition 8.8 provides to the Issuer prior to the Notice Deadline proof required by the Issuer that its Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Commodity Securities referred to in that notice shall not be redeemed under these Conditions.

8.10 If a Security Holder which is the subject of a notice under Condition 8.8 does not provide to the Issuer prior to the Notice Deadline proof required by the Issuer that its Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Commodity Securities referred to in that notice shall not be capable of being transferred by that Security Holder and the Issuer shall not be required to register any purported transfer of those Commodity Securities.

8.11 The Issuer shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Condition 8. The exercise of the powers conferred by this Condition 8 shall not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership or holding of the Commodity Securities, or any other grounds save that such powers shall have been exercised in good faith.

Compulsory Redemptions

8.12 Where a Compulsory Redemption Date is notified in accordance with these Conditions other than pursuant to Condition 8.8, in respect thereof:

(a) the Issuer shall, no later than 8.00 a.m. on the Compulsory Redemption Date, by RIS announcement publish the Compulsory Daily Pricing Number of Commodity Securities of each relevant class to be priced on successive Pricing Days for each class commencing on the Compulsory Redemption Date;

(b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced for each class of Commodity Securities to which the Compulsory Redemption Date relates shall be priced until Commodity Securities of that class (including, in the case of a Compulsory Redemption Date notified in accordance with Condition 8.6, all those Commodity Securities that have previously been deducted from the Compulsory Daily Pricing Number for that class pursuant to the proviso contained in the definition of "Compulsory Number Priced" in connection with that Compulsory Pricing Date) in a number equal to the Compulsory Redemption Number for that class have been priced;

(c) on the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Commodity Securities in question into an appropriate CREST account or otherwise delivering such Commodity Securities to the Issuer by agreement with the Issuer) pay into the appropriate Redemption Account(s) (i) the aggregate amount being the sum, for each of the Compulsory Pricing Date and any such required successive Pricing Day for each relevant class, of the Prices or, if higher in each case but not in aggregate (but subject to Condition 3.2), the Principal Amounts of all Commodity Securities of that class thereby priced on such day multiplied by the Settlement Foreign Exchange Rate for Commodity Securities of that class and that day together with (ii) an amount equivalent to interest thereon then prevailing, in each case from the second London Business Day following the Pricing Day on which that Price was determined (*provided that* if either that day or the preceding London Business Day is not also a New York Business Day then from the Business Day next following the day from which it would have been calculated but for this proviso) until and including the Redemption Payment Date then prevailing, in each case from:

    (i) if the Pricing Day on which that Price was determined is prior to the T+2 Implementation Date, the third London Business Day following the Pricing Day on which that Price was determined (*provided that* if either that day or the preceding London Business Day is not also a New York Business Day then from the Business Day next following the day from which it would have been calculated but for this proviso); and

    (ii) if the Pricing Day on which that Price was determined is on or after the T+2 Implementation Date, the second London Business Day following the Pricing Day on which that Price was determined (*provided that* if either that day or the preceding London Business Day is not also a New York Business Day then from the Business Day next following the day from which it would have been calculated but for this proviso),

    in each case until and including the Redemption Payment Date;

(d) each Redemption Account shall be credited with the relevant Security Holder's *pro rata* share of the aggregate amount in (i) of Condition 8.12(c) (and the Issuer shall be under no obligation to make payment of the amount so priced until that amount shall have been determined); and

(e) upon payment in full of that amount all such Commodity Securities which were so priced shall be cancelled.

8.13 Where a Compulsory Redemption Date is notified to a Security Holder in accordance with Condition 8.8:

(a) the Redemption Amount with respect to such Redemption shall be the amount equal to the sum, for each of the Compulsory Redemption Date and any required successive Pricing Day as provided in paragraph (b), of the Prices for the relevant Commodity Securities multiplied by the Settlement Foreign Exchange Rate for Commodity Securities of the relevant class and that day, determined in accordance with paragraph (b);

(b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced of each class of Commodity Securities shall be priced until Commodity Securities of that class in a number equal to the Compulsory Redemption Number for that class have been priced; and

(c) within three Business Days of the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Commodity Securities in question into an appropriate CREST account or otherwise delivering such Commodity Securities to the Issuer in such manner as may be agreed by the Issuer or otherwise all such Commodity securities being cancelled to the satisfaction of the Issuer) pay into the appropriate Redemption Account(s) the Redemption Amount.

9. SETTLEMENT OF REDEMPTION AMOUNTS

9.1 Where a Redemption Form has been given for the Redemption of Commodity Securities, the Security Holder which holds those Commodity Securities which are the subject of that Redemption must deposit the Commodity Securities in question into an appropriate CREST account and give correct delivery versus payment instructions in accordance with the Redemption Notice if they were in Uncertificated Form, or otherwise deliver the Commodity Securities to be Redeemed and any certificates representing them to the Issuer in such manner as the Issuer may agree if they are in Certificated Form. Once a valid Redemption Form is given in respect of Commodity Securities, unless the Redemption Form is validly withdrawn (in accordance with Condition 7.11(b)(i)) the Commodity Securities in respect of which it was given may not be transferred by the Security Holder (except to the Issuer), and the Issuer may refuse to recognise any subsequent transfer of any of those Commodity Securities.

9.2 Failure by a Security Holder to deposit those Commodity Securities into an appropriate CREST account and give correct delivery versus payment instructions shall not invalidate the Redemption of those Commodity Securities. Where settlement of a Redemption of Commodity Securities is delayed due to the failure of the Security Holder to deposit the Commodity Securities in question into an appropriate CREST account or give correct delivery versus payment instructions or otherwise deliver such Commodity Securities and any certificates representing them in a manner agreed by the Issuer, the Security Holder shall not be entitled to any interest on the Redemption Amount after the Redemption Payment Date. If the Security Holder fails to deliver such Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), the Issuer shall be entitled to pay the Redemption Amount in respect thereof into the Trustee's Redemption Account (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Commodity Securities.

9.3 Where Commodity Securities are Redeemed in accordance with Condition 8, the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) into the applicable Redemption Account to cancel the entry in the Register in respect of those Commodity Securities being Redeemed.

9.4 Save to the extent that the proviso to Condition 7.2 applies, payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 10) into the applicable Redemption Account on the Redemption Payment Date is in full satisfaction of all liability which the Issuer has to Security Holders in respect of the Commodity Securities which have been Redeemed.

9.5 The Issuer may, at any time, notify a Security Holder that a Commodity Contract Counterparty may have to withhold or deduct from a payment for a Commodity Contract Termination that corresponds to any Redemption by that Security Holder an amount for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Commodity Securities that may allow the Commodity Contract Counterparty to make such payment without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer and the relevant Commodity Contract Counterparty by the relevant Security Holder or, if it is not the beneficial owner of Commodity Securities held by such Security Holder and which are to be redeemed, by such beneficial owner, then any such payment will be reduced (and the matching obligation of the Issuer to pay any Redemption Amount to that Security Holder will also be reduced) by the amount of the withholding or deduction. If there is more than one Commodity Contract Counterparty, the Issuer shall not be under any obligation to select the Commodity Contract Counterparty to whom the Commodity Contract Termination relates with a view to minimising or avoiding any such withholding or deduction or otherwise and shall have no liability to Security Holders in respect of any such selection or otherwise in relation to any such withholding or deduction.

9.6 The Redemption of Commodity Securities by the Issuer pursuant to the occurrence of a Listing Failure, and delivery of Commodity Securities by an Authorised Participant in connection therewith, shall be effected in accordance with the procedures set out in the applicable Authorised Participant Agreement.

9.7 The Issuer may give such directions to the Security Holder as appear to the Issuer to be necessary to enable the settlement of any payment or delivery to be made by it pursuant to this Condition.

10. REDEMPTION FEE

10.1 Subject as provided below, it is a condition to the performance by the Issuer of the obligation to Redeem Commodity Securities that the Issuer may deduct the Redemption Fee from the Redemption Amount and that if it does not the Security Holder of such Commodity Securities shall pay to the Issuer the Redemption Fee in respect of such Redemption in accordance with this Condition 10. The Issuer may offset the amount of the Redemption Fee payable hereunder against the Redemption Amount payable to the Security Holder.

10.2 On a Redemption of Commodity Securities at the request of an Authorised Participant, the Redemption Fee shall be the amount agreed in the relevant Authorised Participant Agreement to be payable, or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption, regardless of the number of Commodity Securities being redeemed.

10.3 On a Redemption of Commodity Securities at the request of a Security Holder who is not an Authorised Participant (where there are no Authorised Participants), the Redemption Fee shall be an amount equal to the cost to the Issuer of satisfying such Redemption request, which shall be notified to the Security Holder at the time of the Redemption being not greater than £500 or such other amount as may be notified through a RIS.

10.4 On a Compulsory Redemption of Commodity Securities by the Issuer or at the request of the Trustee, the Redemption Fee shall be an amount equal to the cost to the Issuer incurred in relation to the Redemption, including the costs of enquiries under Condition 13 and the cost of giving notices under Condition 8 being not greater than £500 or such other amount as may be notified through a RIS. The Issuer shall notify Security Holders whose

Commodity Securities are subject to Compulsory Redemption of the amount of those costs, and their allocation to particular Security Holders, at the time of the Redemption.

10.5 The Issuer may set off any amount payable to the Issuer in accordance with this Condition 10 by the holder of Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

11. INTEREST ON SETTLEMENT FAILURE

Following the occurrence of a Settlement Failure, interest shall accrue on any balance of the Redemption Amount not paid or otherwise discharged by or on behalf of the Issuer from the Settlement Failure Date. Such interest shall:

(a) accrue at the Funding Rate from and including the Settlement Failure Date to but excluding the date falling two Business Days after the Settlement Failure Date, and thereafter at the Default Rate; and (b) cease to accrue on the date on which such balance is paid into the relevant Redemption Account.

12. SATISFACTION OF REDEMPTION FORMS BY TRANSFER

The Issuer may in its absolute discretion elect to satisfy Redemption Forms by transfer of the appropriate number of Commodity Securities to one or more Authorised Participant(s) from Security Holder(s) seeking Redemption, and for that purpose the Issuer may authorise any person on behalf of the Security Holder to execute one or more instruments of transfer in respect of the relevant number(s) of Commodity Securities, *provided that* the amount payable to the Security Holder shall still be an amount equal to the relevant Redemption Amount (less the Redemption Fee) and the relevant Redemption Payment Day will be the date of the transfer(s).

13. ENQUIRIES AS TO STATUS OF SECURITY HOLDERS

13.1 The Issuer may at any time, without any requirement to state a reason, give notice to a Security Holder requiring that Security Holder:

(a) to certify, no later than the date (the "**Investor Notice Expiry Date**") falling fifteen London Business Days following the date on which the Issuer sends or transmits such requirement to that Security Holder whether that Security Holder is a Prohibited US Person or a Prohibited Benefit Plan Investor (and if that Security Holder is a Prohibited Benefit Plan Investor or Prohibited US Person, to notify the Issuer of the number and class of Commodity Securities in respect of which it is a Prohibited Benefit Plan Investor or Prohibited US Person); and

(b) if that Security Holder asserts that it is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of all Commodity Securities held by it), to provide to the Issuer by the Investor Notice Expiry Date a certificate in the form and executed in the manner determined by the Issuer that the Security Holder is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of certain Commodity Securities held by it, specifying the number and class of Commodity Securities in respect of which it is, and is not, a Prohibited Benefit Plan Investor or is, and is not, a Prohibited US Person).

13.2 The Issuer may provide to any Commodity Contract Counterparty copies of any enquiries made by it under this Condition 13 and any responses received from the Security Holder.

13.3 The Issuer shall be entitled, save to the extent that it has made enquiry under this Condition 13, to assume that none of the Commodity Securities are held by Prohibited US Persons or Prohibited Benefit Plan Investors.

14. CALCULATION AGENT

14.1 The Calculation Agent is appointed by the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Facility Agreement (but not for the purposes of these Conditions, the Commodity Securities or the Trust Instrument):

(a) to determine whether a Commodity Market Disruption Event or a FX Market Disruption Event exists;

(b) to source the Foreign Exchange Rate for every day which is a Trading Day for any commodity, whether or not such day is also a General Trading Day, from Bloomberg (or such other person or entity from time to time fulfilling the functions provided by it as at the date of the Trust Instrument under the Handbook) and notify the Issuer thereof;

(c) if for any reason the BFIX Rate for any day is not available, to determine a substitute Settlement Foreign Exchange Rate using so far as practicable the methodology used by Bloomberg in producing the BFIX Rate and to provide such substitute Settlement Foreign Exchange Rate to the Issuer by 9.00 p.m. on each relevant day;

(d) if an Individual Commodity Index is not published for five or more consecutive General Trading Days by reason of those General Trading Days being Market Disruption Days in respect of that Individual Commodity Index or any Composite Commodity Index is not published for five or more consecutive General Trading Days by reason of those General Trading Days being Market Disruption Days in relation to any commodity the Settlement Price of which is used to determine the Unhedged Commodity Index corresponding to that Composite Commodity Index, to calculate and provide to the Issuer in each case a substitute value for that Commodity Index on each subsequent General Trading Day for as long as the Market Disruption Event continues;

(e) if a Commodity Index is not published on a General Trading Day for any reason other than that General Trading Day being a Market Disruption Day in respect of that Commodity Index, to calculate and provide to the Issuer a substitute value for that Commodity Index for that General Trading Day and for each subsequent General Trading Day for as long as the non-publication continues;

(f) if a FX Market Disruption Event occurs and five or more consecutive General Trading Days are FX Market Disruption Days, to calculate and provide a substitute Foreign Exchange Rate on each subsequent General Trading Day for as long as the FX Market Disruption Event continues;

(g) to make the determinations and calculations provided for in Condition 7.11(e)(iii); and

(h) for every day (a "**Relevant Day**") in respect of which the Calculation Agent is required to provide a substitute value of any Commodity Index as referred to in Conditions 14.1(d) and 14.1(e), the Calculation Agent will also be required to provide substitute values of (a) such futures contracts in respect of such commodities on such days; (b) the Commodity Index Multiplier (as defined in the Handbook from time to time) for such futures contracts in respect of such commodities on such days; and (c) the Foreign Exchange Rate for such Commodity Index on such days, as are in each case required for any calculations of Price and/or Indicative Price and/or Theoretical Hedge Position as referred to in these Conditions in respect of such Relevant Day.

14.2 The Calculation Agent is or will be required under each relevant Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) to act in good faith and in a commercially reasonable manner and in accordance with its obligations set out in that Facility Agreement (or such calculation agency agreement). Subject thereto, in the absence of manifest error and subject to the terms of the Facility Agreement (or such calculation agency agreement) the determinations of the Calculation Agent are final and conclusive.

14.3 Where for the purposes of each Facility Agreement the Calculation Agent calculates a substitute value for a Commodity Index or any weighted value or Commodity Index Multiplier (as defined in the Handbook from time to time) for futures contracts it is or will be required to adopt and follow the following principles in making that calculation:

(a) the substitute value shall be based on the Calculation Agent's determination of the fair market value at such time of the futures contracts underlying the Commodity Index based on factors the Calculation Agent deems relevant, including, but not limited to, prices in other commodity markets, any available electronic or after hours trading prices, related over-the-counter or other non-exchange based prices, implied prices that may be derived from other exchange traded instruments, and estimated fair values based on fundamental market information and on the applicable changes in the relevant Foreign Exchange Rate; and

(b) in determining the substitute value, the Calculation Agent shall have regard to relative movements in prices in other commodity futures markets for the same or similar commodities which were not affected by the Market Disruption Event or other event.

14.4 Where for the purposes of each Facility Agreement a substitute value for a Commodity Index is calculated by the Calculation Agent for a General Trading Day, that substitute value shall be used in the calculation of the Price of Commodity Securities to which that Commodity Index is applicable for that General Trading Day, in lieu of the Commodity Index.

14.5 If the Issuer provides copies to the Trustee of determinations notified to the Issuer by the Calculation Agent and/or notifies the Trustee (or any other person) of determinations made by the Calculation Agent, it shall do so on the express basis that:

(a) such copies and notifications are provided to the Trustee for information purposes only;

(b) neither the Trustee nor any holder or potential holder of Commodity Securities shall be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent; and

(c) no duty shall be owed by the Calculation Agent to the Trustee or any holder or potential holder of Commodity Securities in connection with any such determination.

15. ENFORCEMENT

15.1 In addition to any of the powers conferred on the Trustee pursuant to the Security Deed with respect to the Secured Property, the Trustee may at any time:

(a) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of the relevant Commodity Securities to which such Defaulted Obligation relates; and

(b) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by

Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date, the most recently determined Price) of the affected Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of all affected and outstanding Commodity Securities and for this purpose (and Condition 15.4) "**affected Commodity Securities**" means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Commodity Securities that are attributable to the Portfolio or Portfolios which include rights against that particular Commodity Contract Counterparty.

15.2 If the Trustee considers that the Issuer is in material breach of any of the covenants, undertakings and obligations (other than payment obligations) in the Trust Instrument and has not remedied the same within 30 calendar days of being required to do so by the Trustee, the Trustee may, but shall not be obliged to, give notice to all Security Holders of that fact. Prior to giving any such notice, the Trustee shall provide a copy of the proposed notice to the Issuer and shall include with the notice any statement of not more than 1,000 words prepared by the Issuer and provided to the Trustee for the purpose within 7 calendar days of receipt of the copy of the proposed notice referred to herein. In any such notice the Trustee may designate a Period (the "**Breach Redemption Period**") commencing on any Issuer Business Day until the date one month from such Issuer Business Day (inclusive) during which each Security Holder will be entitled to redeem all (but not some only) of the Commodity Securities held by it in the same manner as though there were no Authorised Participants. After the expiry of the Breach Redemption Period, the relevant breach shall be deemed waived without prejudice to the right of the Trustee to take action in the event of any subsequent such breach.

15.3 In the event that at any time during the Breach Redemption Period the right to Redeem Commodity Securities of any class pursuant to Condition 7.1(a) is suspended pursuant to Condition 7.19 or the right to Redeem Commodity Securities of any class is suspended pursuant to Condition 7.20, then the right to Redeem Commodity Securities of that class pursuant to Condition 15.2 shall be suspended in like manner and the provisions of Condition 7.19(c) or Condition 7.20(c) (as the case may be) shall apply *mutatis mutandis*. Upon the suspension ceasing under Condition 7.19 or Condition 7.20 (as the case may be), the right to Redeem Commodity Securities of that class pursuant to Condition 15.2 shall resume and the Breach Redemption Period in respect of that class shall continue until the date one month from the date on which the suspension so ceased.

15.4 If a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a Security Holder holding affected Commodity Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action in accordance with Condition 15.1(a) until the expiry of 30 calendar days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 calendar days, the Trustee has elected, or been required, to take action in accordance with Condition 15.1(b).

15.5 Subject to Condition 15.7, only the Trustee may enforce the provisions of the Trust Instrument or the Security Deed. Where the Trustee has elected or been directed to enforce the Issuer's obligations under the Trust Instrument and the security constituted by the Security Deed, the right of Security Holders to lodge a Redemption Form with the Issuer shall cease. Valid Redemption Forms lodged before the date the Trustee announces its intention to enforce the security (the "**Election Date**") will be Redeemed in the normal manner. The Price for all Commodity Securities of a particular class outstanding at the Election Date will be the average Redemption Amount of the remaining Commodity Securities of that class.

15.6 If the Trustee takes any action pursuant to Condition 15.1 with respect to any Commodity Securities to which a Defaulted Obligation relates, it shall give notice to the Issuer that such Commodity Securities in respect of which such action is taken are, and they shall become, due and payable at their Redemption Amount, calculated in accordance with Condition 7.1.

15.7 No Security Holder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing, in which case any such Security Holder will have only such rights against the Issuer as those which the Trustee is entitled to exercise against or in relation to the Issuer.

16. APPLICATION OF MONEYS

All moneys received by the Trustee pursuant to the realisation of Secured Property in respect of a particular class of Commodity Securities shall be held by the Trustee upon trust, to apply them:

(a) FIRST in payment or satisfaction of all amounts then due to the Trustee and unpaid (including to its attorneys, managers, agents, delegates or other person appointed by the Trustee) under terms of the Trust Instrument, and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by the Security Deed;

(b) SECONDLY in or towards payment or performance pari passu and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of Commodity Securities of that class; and

(c) THIRDLY in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

17. RESTRICTIONS

So long as any Commodity Securities of a particular class are outstanding, the Issuer covenants in the Trust Instrument, *inter alia*:

(a) not to incur or permit to subsist in respect of any Portfolio any indebtedness for borrowed money other than Commodity Securities or Further Securities, and not to give any guarantee or indemnity in respect of indebtedness of any person, save in each case with the prior written consent of the Trustee;

(b) other than as permitted under the Security Deed or with the prior written consent of the Trustee, not to dispose of any of the Secured Property or any interest therein, or to create any mortgage, pledge, charge, lien, or other form of encumbrance or security interest or right of recourse in respect thereof in favour of any person;

(c) not to undertake any business save for the issue and redemption of Commodity Securities and the acquisition and disposal of Commodity Contracts and entering into the necessary documents and performing its obligations and exercising its rights thereunder;

(d) to use reasonable endeavours to ensure that at all times after the date three months following Listing there are at least two Authorised Participants and until then there is at least one Authorised Participant;

(e) not to issue any Commodity Securities of any class unless it has purchased Commodity Contracts with corresponding terms and in an aggregate matching Redemption Amount;

(f) not to maintain an office or other fixed place of business, nor to establish any permanent establishment, nor be or become tax resident, in any jurisdiction other than Jersey;

(g) not to make any election under U.S. federal income tax laws to be treated otherwise than as an association taxable as a corporation for U.S. federal income tax purposes;

(h) to undertake any business so as to seek to minimise the impact of taxation;

(i) to procure that the Portfolios are at all times maintained in a manner so that they are readily distinguishable from each other and from any other portfolio to which any other class of securities of the Issuer is attributable; and

(j) to exercise its rights in respect of any Collateral in any circumstance where such rights become exercisable and there are amounts due from the relevant Commodity Contract Counterparty and unpaid.

18. FURTHER SECURITIES; OTHER PORTFOLIOS; TRANSFERS TO NEW PORTFOLIOS; CONSOLIDATION AND DIVISION

18.1 Subject to its ability to create corresponding Commodity Contracts, the Issuer may (without the consent of the Security Holders) create and issue additional classes of undated limited recourse secured debt securities constituted by an instrument or deed supplemental to this Trust Instrument and may establish additional portfolios for the purposes of such securities and the Trustee shall join in such instrument or deed and thereupon such portfolio shall be a "Portfolio" for the purposes of the Trust Instrument and such securities shall be Commodity Securities for such purposes. Any such additional classes of Commodity Securities shall have recourse only to the Portfolio attributable to the relevant class and not to any other Portfolio. Other such securities created and issued by the Issuer under this Condition 18.1 may relate to different commodities than those in respect of which Individual Securities are initially issued, or involve the same commodities but different commodity indices, or be Index Securities involving different composite commodity indices, or be denominated in a different currency. Other such securities created by the Issuer under this Condition 18.1 may be created and issued subject to different terms and conditions in lieu of the Trust Instrument (including but not limited to different pricing mechanisms), to be determined by the Issuer. If other securities issued by the Issuer under this Condition 18.1 are subject to different terms and conditions in lieu of the Trust Instrument the Issuer shall publish those new conditions in its RIS announcement or in a prospectus or listing particulars or supplementary prospectus or supplementary listing particulars and on the Issuer's Website.

18.2 The Issuer shall not accept Applications for, or issue, Commodity Securities of a new class under Condition 18.1 unless it has first (a) created corresponding Commodity Contracts under the terms of a Facility Agreement and (b) executed and delivered to the Trustee an instrument amending the Security Deed assigning by way of security, for the benefit of the Trustee and the relevant Security Holders, the contractual rights of the Issuer under each commodity contract of the relevant class and creating a first floating charge, for the benefit of the Trustee and the relevant Security Holders, over the rights of the Issuer under that facility agreement (to the extent that it relates to such class), commodity contracts of that class created under it and any Guarantee supporting the obligations of the relevant Commodity Contract Counterparty to the Issuer to the extent that they apply to payments due in respect of that new class, for the benefit of the Trustee and the relevant Security Holders.

18.3 The Issuer may at any time (without the consent of the Security Holders and without giving prior notice) determine to divide any Portfolio (the "**Existing Portfolio**") by allocating some of the Secured Property attributable to that existing Portfolio to a new Portfolio (the "**New Portfolio**"). If it determines to do so, the following shall apply:

(a) the Issuer may only transfer all (and not merely some) of the Commodity Contracts with any one Commodity Contract Counterparty attributable to that Portfolio;

(b) prior to or on the transfer becoming effective, the Issuer shall create undated limited recourse secured securities ("**New Commodity Securities**") of a new class referable to the same Commodity Index and otherwise on the same terms as the Commodity Securities attributable to the Existing Portfolio (the "**Existing Commodity Securities**"), each having a principal amount and Price determined in accordance with Condition 18.3(c) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Commodity Securities) and on terms that such New Commodity Securities shall have recourse only to the assets attributable to the New Portfolio, and (subject as provided in paragraph (e)) shall issue such New Commodity Securities to the Security Holders of the Existing Commodity Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Commodity Security for each Existing Commodity Security then held. For this purpose (but subject as provided in paragraph (e)) any Commodity Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;

(c) the principal amount and Price of each New Commodity Security shall (subject as provided in paragraph (e)) be the proportion of the principal amount and Price respectively, of each Existing Commodity Security outstanding immediately prior to the transfer becoming effective (including any calculation of the Price for that day in accordance with Condition 5) that the aggregate Price of the Commodity Contracts to be transferred bears to the aggregate Price of the Commodity Contracts attributable to the Existing Portfolio, and on the creation and issue of the New Commodity Securities becoming effective the principal amount and Price of each Existing Commodity Security shall be reduced accordingly;

(d) the Issuer shall enter into a deed with the Trustee amending the Security Deed with the Trustee in relation to the assets attributable to the New Portfolio to secure the New Commodity Securities in the same manner (*mutatis mutandis*) as under the Security Deed in relation to the Existing Portfolio, and the Trustee shall release the property to be transferred from the Existing Portfolio to the New Portfolio; and

(e) any valid Redemption Form received or deemed received prior to (and being in respect of Commodity Securities which have not by then been Redeemed and in respect of which the Redemption Amount has not been paid in accordance with Condition 9):

    (i) in a case where in respect of the Existing Commodity Securities notice of a Compulsory Redemption Date has been given under Condition 8.2 prior to such division becoming effective, the date on which such notice of a Compulsory Redemption Date was given;

    (ii) in a case where in respect of the relevant Existing Commodity Securities notice of a Compulsory Redemption Date has been given (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 8.1(a) prior to such division becoming effective, the date on which notice of the Compulsory Redemption Date was given;

    (iii) in any other case where in respect of the relevant Existing Commodity Securities, notice of a Compulsory Redemption Date has been given prior to such division becoming effective, the Compulsory Redemption Date; and

(iv) in any other case, the date on which such division becomes effective,

and in each case being valid notwithstanding Condition 7.8(g) and Condition 8.4, shall have effect as if given in respect either of the Existing Commodity Securities or of the New Commodity Securities dependent upon the Commodity Contract Counterparty (the "**Relevant Counterparty**") to whom a Cancellation Notice (as defined in the Facility Agreement) (the "**Relevant Cancellation Notice**") had been delivered under a Facility Agreement for the purposes of the Redemption intended to be effected pursuant to such Redemption Form as determined in its absolute discretion by the Issuer. Accordingly:

(i) for the purposes of the calculations to be made in accordance with paragraph (c), Commodity Contracts the subject of all Relevant Cancellation Notices shall be excluded, and the principal amounts and Prices referred to therein shall be calculated as though all such Commodity Contracts had been terminated;

(ii) for the purposes of the calculations to be made in accordance with paragraph (c), Commodity Contracts that have been created for the purposes of an Application that has not been completed by the issue of Commodity Securities shall be excluded, and the principal amounts and Prices referred to therein shall be calculated as though all such Commodity Contacts had not been created; and

(iii) each Security Holder from whom such a Redemption Form in respect of Existing Commodity Securities was received or deemed received shall not be issued New Commodity Securities as provided in paragraph (b) and instead each of the Existing Commodity Securities to which such Redemption Form relates shall be divided into Existing Commodity Securities or New Commodity Securities as are attributable to the Portfolio to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Commodity Security ranking *pari passu* with and having the same principal amount and Price as the other Existing Commodity Securities of that class as reduced in accordance with paragraph (c) and each such New Commodity Security ranking *pari passu* with and having the same principal amount and Price as the other New Commodity Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Commodity Securities or New Commodity Securities (as the case may be) as has the same aggregate principal amount as had the Existing Commodity Securities in respect of which the Redemption Form related immediately prior to the division becoming effective.

18.4 Without prejudice to the foregoing, the Issuer may consolidate or divide all of the Commodity Securities of any class into Commodity Securities of the same class but with a proportionately larger or smaller Principal Amount and Price. Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Instrument.

18.5 Whenever as a result of consolidation of Commodity Securities a Security Holder would become entitled to a fraction of a Commodity Security the Issuer will Redeem such fraction of a Commodity Security.

19. ISSUER'S ABILITY TO PURCHASE COMMODITY SECURITIES

There is no restriction on the ability of the Issuer or any of its Affiliates to purchase or repurchase Commodity Securities.

20. LISTING

The Issuer covenants in the Trust Instrument to use its best endeavours to obtain and, so long as any of the Commodity Securities remain outstanding, maintain a Listing for the Commodity Securities or, if it is unable to do so having used such best endeavours or if the maintenance of such listing is agreed by the Trustee to be unduly onerous, use its best endeavours to obtain and maintain the quotation or listing of the Commodity Securities on such other stock exchange as it may (with the prior written approval of the Trustee) decide.

21. WAIVER, AUTHORISATION AND DETERMINATION; MEETINGS OF SECURITY HOLDERS

21.1 The Trustee may, without prejudice to its rights in respect of any subsequent breach, but only if and in so far as, in its opinion, the interests of the Security Holders shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in these Trust Instruments or the Security Deed, or determine that any Defaulted Obligation, Issuer Insolvency Event or Counterparty Event of Default shall not be treated as such *provided that* the Trustee shall not exercise any powers conferred on it by this Condition:

(a) with respect to a Defaulted Obligation, in contravention of any express direction given by the Security Holder to whom such Defaulted Obligation is owed or

(b) with respect to an Issuer Insolvency Event or any Counterparty Event of Default or any other breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Instrument, in contravention of any express direction given by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders (as a single class),

but so that no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Security Holders and, if, but only if, the Trustee, shall so require, shall be notified by the Issuer to the Security Holders as soon as practicable thereafter.

21.2 Security Holders in respect of any class or classes of Commodity Securities have power by Extraordinary Resolution, *inter alia*, to sanction the release of the Issuer from the payment of moneys payable pursuant to the Trust Instrument, to sanction any modification, abrogation or compromise of, or arrangement in respect of, their rights against the Issuer, to assent to any modification or abrogation of the covenants or provisions contained in the Trust Instrument proposed or agreed to by the Issuer and also to sanction other matters as provided therein. The Trust Instrument contains provisions relating to the convening of meetings by the Issuer or the Trustee and provides that , except in the case of an adjourned meeting, at least fourteen calendar days' notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting, including any meeting which is being convened for the purpose of passing an Extraordinary Resolution, shall be given to the Security Holders of the relevant class or classes. In the case of a meeting adjourned through want of a quorum, other than one convened at the requisition of Security Holders, at least seven calendar days' notice (exclusive as aforesaid) should be given unless the day, time and place for the adjourned meeting is specified in the notice convening the original meeting.

22. EXERCISE OF DISCRETIONS

The Trustee may exercise its discretions under the Trust Instrument separately in respect of each class of Commodity Securities, and any Further Securities in issue from time to time, and shall incur no liability for so doing.

23. PRESCRIPTION

The Trust Instrument does not provide for any prescription periods.

24. REMOVAL, RETIREMENT OR REPLACEMENT OF TRUSTEE

24.1 The Trustee may retire at any time without assigning any reason upon giving not less than three months' prior written notice to the Issuer and without being responsible for any Liabilities incurred by reason of such retirement. The Security Holders may by Extraordinary Resolution of the Security Holders (as a single class) appoint or remove any trustee or trustees for the time being of the Trust Instrument.

24.2 The Issuer will use its reasonable endeavours to appoint a new Trustee as soon as reasonably practicable after the Trustee gives notice to its retirement or being removed by Extraordinary Resolution. The retirement or removal of any Trustee shall not become effective until a successor trustee is appointed.

25. GOVERNING LAW AND JURISDICTION

The Conditions, the Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deed is governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deed, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

26. TRUSTEE'S LIABILITY

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee (or any director, officer or employee of the Trustee) shall have no liability under the Trust Instrument for a breach of trust and save in such circumstances, no Trustee (and no director, officer or employee of the Trustee) in execution of the trusts and powers under the Trust Instrument, shall be liable for any loss arising by reason of any mistake or omission by him or by reason of any other matter or thing including fraud, wilful misconduct, gross negligence or default of another director, officer or employee or Trustee.

27. AMENDMENTS TO CONDITIONS

These Conditions may be amended as set out herein or by written agreement between the Issuer and the Trustee. Any amendment to these Conditions will, subject to Condition 28.7, be notified to Security Holders through an RIS announcement, and unless otherwise agreed by the Trustee shall not take effect until at least 30 calendar days following such announcement.

28. AMENDMENTS TO DOCUMENTS

28.1 Pursuant to the Trust Instrument, the Issuer covenants that it will not amend, vary, modify or supplement any of the Trustee Consent Documents without the prior written consent of the Trustee save where, in respect of a Facility Agreement, that amendment is at the election of the relevant Commodity Contract Counterparty to amend the terms of the Facility Agreement to substantially conform that Facility Agreement to another Facility Agreement entered into between the Issuer and another Commodity Contract Counterparty.

28.2 The Issuer may, without prejudice to Condition 28.4, by supplemental agreement or supplemental instrument or deed, as applicable, amend these Conditions, the Trust Instrument, any Security Deed(s) or any of the Trustee Consent Documents (in respect of paragraphs (a), (d), (e), (f), (g) and (h) below without the consent of the Trustee) and the

Trustee agrees in the Trust Instrument to join in a supplemental agreement or supplemental instrument or deed as applicable accordingly, if one or more of the following applies:

(a) if the amendment is to substitute as debtor under a Facility Agreement or a Guarantee another person having an Acceptable Credit Rating;

(b) in the opinion of the Issuer and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders;

(c) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error;

(d) the amendment is to substitute a different commodity index for one or more of the Commodity Indices and consequential changes *provided that*:

  (i) corresponding adjustments have been agreed with each of the Commodity Contract Counterparties that have Commodity Contracts outstanding that refer to the relevant Commodity Index or Commodity Indices;

  (ii) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the aggregate Price of the Commodity Securities of that class or classes which are the subject of the substitution, or, if any such consequential changes include a change to the currency of denomination of the Commodity Securities of that class or classes, that at the time of the substitution of the index the aggregate Price of the Commodity Securities of that class or classes is equal to the equivalent in such other currency of the aggregate Price of the Commodity Securities of that class or classes (rounded down for each of the Commodity Securities of that class or classes to seven places of decimals); and

  (iii) the adjustments do not take effect until at least 30 calendar days have elapsed after they are announced to Security Holders in an RIS announcement;

(e) the amendment is to substitute a different foreign exchange rate or a rate produced by a different provider for the BFIX Rate for Swiss Francs and consequential changes *provided that* the substitution and consequential changes do not take effect until at least ten calendar days have elapsed after they are announced to Security Holders in an RIS announcement;

(f) the amendment is to substitute a new formula or mechanism in place of the provisions of Condition 7.11(b) to 7.11(d) (inclusive) and corresponding changes to the Facility Agreements where the Issuer certifies to the Trustee that the Issuer and the Commodity Contract Counterparties consider that the provisions of Condition 7.11(b) to 7.11(d) (inclusive) (and the corresponding provisions in the Facility Agreements) do not operate or have the effect in relation to days that are or follow a Market Disruption Day they intended;

(g) the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different classes of Commodity Securities differently and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each class of Commodity Security affected passed in accordance with the Trust Instrument;

(h) paragraph (g) above does not apply to the amendment and the terms of the amendment are authorised by an Extraordinary Resolution of the Security Holders (as a single class) passed in accordance with the Trust Instrument; or

(i) the terms of the amendment are necessary or desirable in the opinion of the Issuer and the Trustee to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Commodity Securities) or any Swiss listing rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Instrument or such Conditions, Security Deed or Trustee Consent Document.

28.3 In the case of an amendment to a Facility Agreement or an Authorised Participant Agreement, the amendment may not take effect for at least 30 calendar days (or five London Business Days if the amendment is to be made pursuant to an obligation in the Facility Agreement to negotiate in good faith following notice being given by either party thereto of the occurrence of a Material Adverse Change (as defined therein)), following publication of a notice thereof through a RIS and the Issuer shall not agree to any such amendment unless it does not take effect until such period has elapsed.

28.4 Condition 28.2 and Condition 28.3 shall not apply to any amendment to the terms of a Facility Agreement which, under the terms thereof, is automatic or at the election of the relevant Commodity Contract Counterparty in the circumstances described in Condition 28.1.

28.5 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Condition 28.2(a) by publishing a notice on a RIS at least 30 calendar days' prior to such amendment becoming effective.

28.6 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Condition 28.2(g) and Condition 28.2(h) by publishing a notice on a RIS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.

28.7 No notice need be given of any amendment as referred to in Condition 28.2(b), Condition 28.2(c), Condition 28.2(i) or Condition 28.4 unless the Trustee otherwise requires.

29. NOTICES

29.1 Except as provided below, all notices required or permitted to be given to Security Holders, the Issuer or the Registrar under the Trust Instrument or pursuant to any other Document must be in writing in English.

29.2 All notices required or permitted to be given to a Security Holder under the Trust Instrument or pursuant to any other Trustee Consent Document shall be made by publication through a RIS where required under the terms of such document, but otherwise may be given by publication on the Issuer's Website.

29.3 All notices required to be given by the Issuer to Security Holders under the Trust Instrument or otherwise shall be given in writing, except to the extent that the notice relates to a meeting of Security Holders where, in relation to any Commodity Securities which are held in Uncertificated Form, the directors may from time to time permit notices of Security Holder meetings to be made by means of an electronic communication in the form of an Uncertificated Notice of Meeting in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to facilities and requirements of CREST) and may in similar manner permit supplements, or amendments, to any such Uncertificated Notice of Meeting to be made by like means.

29.4 Any Pricing Notice shall be sent by fax to the Issuer's primary fax number, as follows:

Fax: +44 1534 825 335

or such other fax number as may be published on the Issuer's Website, and confirmed by email to the following email address:

Email: info@etfsecurities.com.

29.5 Any Pricing Notice shall be deemed to have been received upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.

29.6 Any General Notice to be given to the Issuer shall be sent to the Issuer's primary fax number set out above or delivered by hand, sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), to the following address:

Name: Swiss Commodity Securities Limited

Address: Ordnance House, 31 Pier Road
St. Helier, Jersey JE4 8PW
Channel Islands

Attention: ETFS Team

Fax number: +44 1534 825 335

or such other address as may be published for the Issuer on the Issuer's Website.

29.7 Any General Notice shall, in the absence of earlier receipt, be deemed to have been received as follows:

(a) if delivered by hand, at the time of actual delivery; or

(b) if sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), on the date it is delivered or its delivery is attempted.

30. PAYMENT PROVISIONS

30.1 All monies payable by the Issuer in respect of Commodity Securities shall be paid in US Dollars in full cleared and immediately available funds.

30.2 All monies payable by the Issuer on the Redemption of any Commodity Securities (including, without limitation, any interest payable under Condition 8.12 or Condition 11) shall be paid in full, free and clear of and without any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, unless such deduction or withholding is required by law to which the person making the payment is subject.

30.3 Where a day on which a payment would otherwise be due and payable is not a New York Business Day, such payment shall be due and payable by the payer on the next following Business Day."

PART 7

PARTICULARS OF THE SECURITY DEED

The Issuer and the Trustee have entered into the Security Deed, creating first-ranking floating charges over the Secured Property attributable to each class of Swiss Franc Currency-Hedged Commodity Securities for the benefit of the Trustee and the Security Holders of the Swiss Franc Currency-Hedged Commodity Securities of that class.

The particulars of the Security Deed as set out below are taken from the Security Deed and are, therefore, drafted in legal language. Certain terms used below are defined in the Security Deed. Detail on how the provisions of the Security Deed impact upon Security Holders is contained throughout this Base Prospectus including under the headings "Security Structure" in Part 1 (*General*) and "Security" in Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*).

The Security Deed contains, *inter alia*, provisions to the following effect:

1. Charge

(a) *Charge:* The Issuer, as continuing security for the payment or discharge of all sums owing by the Issuer to the Trustee or the Security Holders from time to time under the applicable class of Swiss Franc Currency-Hedged Commodity Securities, the Trust Instrument or the Security Deed (the "**Secured Liabilities**"), grants a first ranking floating charge to the Trustee for the benefit of itself and the Security Holders of that class of Swiss Franc Currency-Hedged Commodity Securities over all the Issuer's rights, title and interest, present and future, in and to the relevant Secured Property.

(b) *Assignment by way of Security:* The Issuer, as further security for the Secured Liabilities, assigns absolutely to the Trustee all of its present and future rights, title and interest in the Facility Agreement, the Security Agreement and the Control Agreement in so far as it pertains to the relevant Portfolio.

2. Enforcement

(a) The Security created by the Security Deed shall become enforceable if (and only if) (a) a Defaulted Obligation has occurred and is continuing, or (b) an Issuer Insolvency Event has occurred and is continuing, or (c) a Counterparty Event of Default has occurred and is continuing.

(b) In addition to any of the powers conferred on the Trustee pursuant to the Trust Instrument with respect to the Secured Property the Trustee may at any time:

(i) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Relevant Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by this Deed in respect of the Relevant Securities to which such Defaulted Obligation relates; and

(ii) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date the most recently determined Price) of the affected Swiss Franc Currency-Hedged Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders holding affected Swiss Franc Currency-Hedged Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured and/or funded to its satisfaction against all

Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by this Deed in respect of all outstanding affected Relevant Securities and for this purpose and paragraph (c) “affected” Swiss Franc Currency-Hedged Commodity Securities or “affected” Relevant Securities means, in the context of an Issuer Insolvency Event, all of them, and in the context of a Counterparty Event of Default or (in paragraph (c)) a Counterparty Insolvency Event, those Swiss Franc Currency-Hedged Commodity Securities (or Relevant Securities, if any) that are attributable to the Portfolio or Portfolios which include rights against that particular Commodity Contract Counterparty.

The Security Deed relates separately to each Portfolio and accordingly the Trustee may exercise its powers referred to above in respect of one or more Portfolios and need not do so, or do so simultaneously, in respect of all Portfolios.

(c) Where a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a holder of affected Relevant Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action as described in paragraph (b)(i) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action as described in paragraph (b)(ii).

3. Permitted Variations

The Issuer may amend, vary, modify or supplement (a “**Permitted Variation**”) (i) the schedules to any Facility Agreement other than schedules 1, 11 and 12, (ii) the definitions of “Eligible Collateral”, “Issuer Concentration Limit”, “Jurisdiction Limit”, “Valuation Percentage” and “Value” in any Security Agreement and the Collateral Schedule as defined therein and (iii) any Control Agreement, in each case without the consent of the Trustee.

Immediately upon making a Permitted Variation pursuant to the foregoing, the Issuer shall notify the Trustee thereof and shall, if so required by the Trustee, notify the Security Holders thereof by publishing a notice on a RIS.

4. Governing Law

The Security Deed is governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deed, nothing prevents the Trustee from commencing proceedings in any other court of competent jurisdiction.

PART 8

COMMODITIES, COMMODITY AND FUTURES MARKETS, AND EXCHANGES

Commodities Overview

The websites referred to in this "Commodities Overview" section do not form part of the Base Prospectus.

Aluminium

Aluminium is the third most abundant element in the Earth's crust, and weighs about one-third as much as steel or copper. It is malleable, ductile, easily machined and cast, and has excellent corrosion resistance and durability. Aluminium is used in transportation (automobiles, airplanes, trucks, railcars, marine vessels), packaging (cans, foil), construction (windows, doors, siding), consumer durables (appliances, cooking utensils), electrical transmission lines, and machinery. The primary raw material used for aluminium production is aluminium ore, most commonly known as bauxite. Bauxite, which occurs mainly in tropical areas, is refined into alumina and then electrolytically reduced into aluminium metal. Two to three metric tons of bauxite is required to produce one metric ton of alumina; two metric tons of alumina are required to produce one metric ton of aluminium metal.

A more detailed description including historical data of the aluminium industry can be found at http://www.worldaluminium.org, which is updated from time to time by the International Aluminium Institute.

Brent Crude

Brent crude is one of the varieties of crude oil, as described under the heading "Crude Oil" below, and is sourced in the North Sea. Brent crude production has been in decline since 1999, and in order to avoid pricing distortions regarding quality and quantity of production for the benchmark, energy consultant Platts began to combine Brent Crude with other varieties of crude oil. The Brent crude oil benchmark is currently a blend of Brent Crude, Forties, Ecofisk, and Oseberg (BFOE) varieties of crude oil that are also produced in the North Sea.

Cocoa

Cocoa grows on cocoa trees, which are generally found in rainforests and in countries near the Equator. Hot and humid conditions are essential for the development of cocoa trees. There are two kinds of cocoa beans "fine" or "flavour" beans, and "bulk" or "ordinary" beans. The latter has dominated most of the world's cocoa production over the past 5 decades. Historically, cocoa is regarded as a stimulant due to its high calorific content. More recently, it has been found that cocoa contains a high level of flavonoid which is beneficial to cardiovascular health. Asides from human consumption, cocoa has also been used in the manufacture of pet food since the mid-2000s. Subsequent to cocoa being exported outside South America in the 16th century, it has gained more importance globally as 50 million people depend on cocoa for their livelihood. 70 per cent. of cocoa is produced in West Africa and more than 70 per cent. of the global cocoa supply is provided by small farm owners.

A more detailed description including historical data of the cocoa industry can be found at http://www.icco.org, which is updated from time to time by the International Cocoa Organization.

Coffee

The coffee plant produces its first full crop of beans at about 5 years old and then is productive for about 15 years. Coffee is generally classified into two types of beans — arabica and robusta. The most widely produced coffee is arabica, which is typically grown at high altitudes and makes up approximately 70 per cent. of world production. Brazil and Colombia are the largest producers of Arabica coffee. Robusta coffee, the stronger of the two types, is typically grown at lower altitudes in West and Central Africa, South-East Asia and partly Brazil. About 12-20 kg of export ready coffee is produced from every 100 kg of coffee beans harvested. Seasonal factors have a significant influence on coffee prices, which are often subject to upward spikes in June, July and August due to freeze scares in Brazil during the winter months in the Southern Hemisphere.

A more detailed description including historical data of the coffee industry is updated from time to time by the United States Department of Agriculture (http://www.usda.gov) and the International Coffee Organization (http://www.ico.org).

Copper

Copper is one of the most widely used industrial metals because it is an excellent conductor of electricity, has strong corrosion-resistance properties, and is very ductile. It is also used to produce the alloys of brass (a copper-zinc alloy) and bronze (a copper-tin alloy), both of which are far harder and stronger than pure copper. Electrical uses of copper including power transmission and generation, and electronic equipment account for about 65 per cent. of total copper usage. Copper is biostatic, meaning that bacteria will not grow on its surface, and is therefore used in air-conditioning systems, food processing surfaces, and doorknobs to prevent the spread of disease. Building construction is the single largest market for copper, followed by industrial applications, power utility, diverse, consumer and general products and automotive.

A more detailed description including historical data of the copper industry can be found at http://www.icsg.org, which is updated from time to time by the International Copper Study Group.

Corn

Corn is a hardy plant that grows in many different areas of the world, and is a native grain of the American continents. Corn is used primarily as livestock feed; it is also used in alcohol additives for gasoline, adhesives, corn oil for cooking and margarine, sweeteners, and as a food for humans.

A more detailed description including historical data of the corn industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Cotton

Cotton accounts for around one third of total world fibre production. It is used in a wide range of products from clothing to home furnishings to medical products. The weight of cotton is typically measured in terms of a “bale”, which is deemed to weigh 480 pounds. The value of cotton is determined according to the staple, grade, and character of each bale. Staple refers to short, medium, long, or extra-long fibre length, with medium staple accounting for about 70 per cent. of all U.S. cotton. Grade refers to the colour, brightness, and amount of foreign matter. Character refers to the fibre’s diameter, strength, body, maturity (ratio of mature to immature fibres), uniformity, and smoothness.

A more detailed description including historical data of the cotton industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Gas Oil

Gas oil is also known as diesel distillate or red diesel and is closely related to heating oil. Heating oil and diesel are both distillates, the difference being that heating oil is permitted to contain more sulphur than diesel fuel. Gas oil is primarily used as a fuel for land and marine transport and in industrial and domestic heating applications. Around 25 per cent. of the yield of a barrel of oil is made up of distillate, with that being broadly divided 80:20 between diesel fuel and heating oil. See also the description under the heading "Heating Oil" below.

Gasoline

Gasoline is primarily used as a fuel for internal-combustion engines. Crude oil is the most economical source of gasoline, and refineries turn over 40 per cent. of every barrel of crude oil into gasoline. The three basic steps to all refining operations are the separation process (separating crude oil into various chemical components), conversion process (breaking the chemicals down into molecules called hydrocarbons), and treatment process (transforming and combining hydrocarbon molecules and other additives). Octane is a measure of a gasoline’s ability to resist pinging or knocking noise from the engine. Additional refining steps are needed to increase the octane level, which increases the retail price.

A more detailed description including historical data of the gasoline industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Gold

Three factors set gold apart as an investment from most other commodities: it is indestructible; it is fungible; and the inventory of above-ground stocks is enormous relative to the supply flow. Additionally, the liquidity and size of the gold market is unrivalled within the commodities markets. Gold trading on the global market consists of transactions in spot, forwards, and options and other derivatives on the over-the-counter (OTC) market, together with exchange-traded futures and options. The OTC market trades on a 24-hour per day continuous basis and accounts for most global gold trading.

A more detailed description including historical data of the gold industry can be found at http://www.gold.org, which is updated from time to time by the World Gold Council.

Heating Oil

Heating oil is a heavy fuel oil that accounts for approximately 25 per cent. of the yield from a barrel of crude oil, the second largest cut after gasoline. Heating oil prices are highly correlated with crude oil prices, although heating oil prices are also subject to swift supply and demand shifts due to weather changes or refinery shutdowns. The primary use for heating oil is residential space heating.

A more detailed description including historical data of the heating oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Kansas Wheat

Kansas wheat refers to the hard red winter variety whose futures are traded on the Kansas City Board of Trade. Hard red winter wheat is primarily used for bread making and accounts for about 40 per cent. of US wheat production. Winter Wheat is planted in the winter. Hard Red Winter Wheat is grown predominantly in Kansas, Nebraska, Oklahoma, and the Texas panhandle. The cold, sub zero winters and the general lack of precipitation make these regions of the country ideal for hard red winter wheat production.

A more detailed description including historical data of the wheat industry can be found at http://www.ers.usda.gov/topics/crops/wheat.aspx , which is updated by the United States Department of Agriculture. A more detailed description of Kansas wheat futures contracts can be found at http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/kc-wheat.html, which is updated by the Kansas City Board of Trade.

Lead

Lead is soft, ductile, and highly resistant to corrosion. It has been used for more than 7,000 years and is easy to extract, usually being found in ore with zinc, silver, and copper. Lead's high corrosion resistance makes it ideal for buildings; the high density makes it an effective barrier to radiation in hospitals and helps reduce noise in factories as well as in ships. 80 per cent. of lead's end use is for lead-acid batteries to provide power in vehicles and emergency power. At least three-quarters of all lead used goes into products which are suitable for recycling and the recovery of lead from scrap requires much less energy than extracting from ore, which is why lead has the highest recycling rate of all the common non-ferrous metals. Over 50 per cent. of lead consumed is derived from recycled or re-used material.

A more detailed description including historical data of the lead industry is updated from time to time on the International Lead and Zinc Study Group website (http://www.ilzsg.org).

Lean Hogs

Hogs are generally bred twice a year in a continuous cycle designed to provide a steady flow of production. The time from birth to slaughter is typically six months. Hogs are ready for slaughter at about 254 pounds, producing an average of 89 pounds of lean meat. The lean meat consists of 21 per cent. ham, 20 per cent. loin, 14 per cent. belly, 3 per cent. spareribs, 7 per cent. butt roast and blade steaks, and 10 per cent. picnic, with the remaining 25 per cent. going into miscellaneous cuts and trimmings. Hogs are produced in three types of operations: feeder pig producers raise pigs from birth to about 10- 60 pounds, and feeder pig finishers grow them to slaughter weight; alternatively, farrow-to-finish operations raise hogs from birth to slaughter weight.

A more detailed description including historical data of the lean hog industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Live Cattle

The cattle and beef industry is divided into two production sectors: cow-calf operations and cattle feeding.

Cow-calf operations — The cattle and beef industry begins with the cow-calf operation, which breeds the new calves. Cow-calf operations are typically located on land not suited or needed for crop production. These operations are dependent upon range and pasture forage conditions, which are in turn dependent upon variations in the average level of rainfall and temperature for the area. Herds of cows are bred in the summer, thus producing the new crop of calves in spring. Calves are weaned from the mother after 6-8 months; they spend the next 6-10 months in a “stocker” operation where they grow to 600-800 pounds or near full-size, after which point they are sent to a feedlot and become “feeder cattle”.

Cattle feedlots — Cattle feedlots produce high-quality beef by feeding grain and other concentrates for about five months. The animal is considered “finished” when it reaches full weight and is ready for slaughter, typically around 1,200 pounds, and then is sold for slaughter to a meat packing plant.

A more detailed description including historical data of the live cattle industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Natural Gas

Natural gas is a fossil fuel in gaseous form that is colourless, shapeless, and odourless in its pure form. It is a mixture of hydrocarbon gases formed primarily of methane; it is combustible, clean burning, and gives off a great deal of energy. Natural gas is produced from wells around the world and it is normally transported via pipeline. When pipeline transport is not feasible (e.g. over long distances), the natural gas is turned into a liquid (also called “Liquefied Natural Gas” or LNG) by super-cooling and transported as a liquid on tankers before being warmed up and turned into a gas upon arrival at the delivery port. Natural gas is used primarily for heating and generating electricity by industries such as pulp and paper, metals, chemicals, petroleum refining, stone, clay and glass, plastic, and food processing.

A more detailed description including historical data of the natural gas industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Nickel

Nickel is a hard, malleable, ductile metal that can take on a high polish. Nickel is also a fair conductor of heat and electricity. Approximately 65 per cent. of nickel is used to manufacture stainless steel and 20 per cent. in other steel and non-ferrous (including “super”) alloys, often for highly specialised industrial, aerospace and military applications. About 9 per cent. is used in plating, and 6 per cent. in other uses including coins and a variety of nickel chemicals (e.g. rechargeable batteries). Nickel plating techniques are employed in applications such as turbine blades, helicopter rotors, extrusion dies, and rolled steel strip.

A more detailed description including historical data of the nickel industry can be found at http://www.insg.org, which is updated from time to time by the International Nickel Study Group.

Platinum

Platinum is soft, with a high resistance to corrosion and a high melting point, and is the most dense metal known. It is also a good oxidation catalyst, conductive and oxidation resistant. Traditionally, platinum is mainly used for jewellery, industrial usage, and autocatalysts. Recently, investment demand for platinum has increased due to the creation of physical platinum backed exchange traded funds. Platinum together with palladium are the major metals used in gasoline and diesel autocatalysts. Other industrial demands include chemical, electrical, petroleum, glass, and dental uses.

A more detailed description including historical data of the platinum industry can be found at https://forms.thomsonreuters.com/gfms/, which is updated from time to time by GFMS Thomson Reuters.

Silver

Silver has been used for thousands of years in ornaments and utensils, for trade, and as the basis for many monetary systems. It is the most malleable and ductile of all metals with the exception of gold, and conducts heat and electricity better than any other metal. It is not very chemically active, although tarnishing occurs when sulphur and sulphides attack silver. Because silver is too soft in its pure form, a hardening agent, usually copper, is mixed into the silver. Most silver emerges as a by-product from mining; only 30 per cent. of output comes from mines where the main source of revenue is silver (primary silver mine). The term “sterling silver” means silver that contains at least 925 parts of silver per thousand (92.5 per cent.) to 75 parts of copper (7.5 per cent.). Silver is used for jewellery, photography, electrical appliances, glass, and as an antibacterial agent for the health industry. Silver has never really enjoyed the safe haven status that gold possesses. However, its link to gold and the base metals meant that silver was often attractive for speculators, since it was perceived to behave in a similar way to these other markets.

A more detailed description including historical data of the silver industry can be found at http://www.silverinstitute.org, which is updated from time to time by The Silver Institute.

Soybean Meal

Soybean meal is a by-product of soybean processing. Soybean meal is the most valuable component obtained from processing the soybean, ranging from 50 per cent. to 75 per cent. of its value. Livestock feeds account for 98 per cent. of soybean meal consumption, with the remainder used in human foods such as bakery ingredients and meat substitutes.

A more detailed description including historical data of the soybean industry can be found at http://www.ers.usda.gov/topics/crops/soybeans-oil-crops/background.aspx, which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade soybean meal futures contracts can be found at http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal_contract_specifications.html, which is updated by the Chicago Board of Trade.

Soybean Oil

Soybean oil is the natural oil extracted from whole soybeans; approximately 19 per cent. of a soybean’s weight can be extracted as crude soybean oil. It is mainly used in salad and cooking oil, bakery shortening, and margarine, as well as in a number of industrial applications, primarily because soy oil is cholesterol-free and high in polyunsaturated fat. Soybean oil is also used to produce inedible products such as paints, varnish, resins, and plastics. Worldwide, soybean oil is still the largest source of vegetable oil.

A more detailed description including historical data of the soybean oil industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Soybeans

Soybeans are used to produce a wide variety of food products because of their high protein content without many of the negative factors of animal meat. Processed soybeans are the largest source of protein feed and vegetable oil in the world. Popular soy-based food products include whole soybeans, soy oil for cooking and baking, soy flour, protein concentrates, isolated soy protein, soy milk and baby formula, soy yogurt, soy cheese, soy nut butter, soy sprouts, tofu and tofu products, soy sauce, and meat alternatives.

A more detailed description including historical data of the soybean industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture

Sugar

Sugar, also known as sucrose, is a member of the larger group of compounds called carbohydrates, and is characterised by a sweet taste. Sucrose occurs in the highest concentration in sugar cane and sugar beets, which are produced in over 100 countries around the world. About 75 per cent. of all sugar produced is processed from sugar cane, and the remainder from sugar beets. Raw sugar and refined sugar are two different products that are both traded internationally. Sugar beet producing countries export refined sugar, while sugar cane producing countries export either raw or refined sugar.

A more detailed description including historical data of the sugar industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture

Tin

Tin has been used in the production of bronze for at least 5,500 years. Tin is soft, pliable, resistant to corrosion and does not easily oxidise in the air. Therefore, it is widely used to coat other metals. The other important properties of tin are its low melting point, attractive appearance and the ability to readily form alloys with most other metals to create useful materials. Because of the softness of tin, it is seldom used in its pure form and is mainly combined with other metals. The end uses of tin are metal containers (19 per cent.), solders (16 per cent.) transportation (16 per cent.), construction (11 per cent.) and other applications (38 per cent.).

A more detailed description including historical data of the tin industry is updated from time to time on the United States Geological Survey (http://www.usgs.gov), the ITRI website (http://www.itri.co.uk/default.asp) and the Australian Bureau of Agriculture and Resources Economics and Sciences website (http://www.abareconomics.com).

Wheat

Wheat is a cereal grass that has been grown in temperate regions and cultivated for food since prehistoric times; it is currently widely produced across the world. Wheat is used mainly as a human food and supplies about 20 per cent. of the food calories for the world's population. The primary use for wheat is flour, but it is also used in brewing and distilling, and to make oil, gluten, straw for livestock bedding, livestock feed, hay or silage, newsprint, and other products.

Wheat here refers to the soft red winter variety whose futures are traded on the Chicago Board of Trade. Soft red winter wheat futures are the most actively traded wheat futures contract. Soft red winter wheat is used for cakes, cookies and crackers and accounts for 15 per cent. to 20 per cent. of US wheat production.

A more detailed description including historical data of the wheat industry can be found at http://www.ers.usda.gov/topics/crops/wheat.aspx, which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade wheat futures contracts can be found at http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/wheat_contract_specifications.html, which is updated by the Chicago Board of Trade.

WTI Crude Oil

According to the Energy Information Administration (EIA), over the past several decades oil has been the world's foremost source of primary energy consumption. Many varieties of crude oil are produced around the world, each with their own price; the characteristics of each variety depend largely on the particular crude oil's geological history. Because there are so many varieties, crude oils are priced and traded relative to well-known benchmarks (called markers). Two of these benchmarks dominate world crude oil futures trading, namely Brent Crude, futures contracts for which are traded in London on the ICE Futures Market, and West Texas Intermediate (WTI) Light Sweet Crude, futures contracts for which are traded on NYMEX. Crude oil prices are influenced by a complex interaction of underlying supply and demand factors, political dynamics and increasingly developed spot, term and futures trading. Therefore these prices tend to be highly volatile. The behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market.

A more detailed description including historical data of the crude oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Zinc

Zinc is never found in its pure state, but is rather produced from ores (primary zinc), or from scrap and residues (secondary zinc). Approximately three quarters of all zinc is consumed as metal, mainly as a coating to protect iron and steel from corrosion (galvanised metal), as alloying metal to make bronze and brass, as zinc-based die casting alloy, and as rolled zinc. The remaining quarter is consumed as zinc compounds mainly in the negative electrode in dry cell (flashlight) batteries, in the zinc-mercuric-oxide battery cell typically used in watches, cameras, and other electronic devices, and as an antiseptic ointment in medicine. Zinc is also a necessary element for proper growth and development of humans, animals, and plants; it is the second most common trace metal, after iron, found naturally in the human body.

A more detailed description including historical data of the zinc industry is updated from time to time on the International Lead and Zinc Study Group website (http://www.ilzsg.org) and the Australian Bureau of Agriculture and Resources Economics website (http://www.abareconomics.com).

Futures Markets

Futures contracts are typically traded on organised exchanges in a wide variety of physical commodities (including petroleum products, metals, and grains) and financial instruments (such as stocks, bonds, and currencies). They are traded in two ways: either in an open outcry environment or through an electronic trading platform.

Futures contracts have standardised terms that are determined by the exchange, rather than by market participants. Standardised terms include: the amount of the commodity to be delivered (the contract size), delivery months, the last trading day, the delivery location or locations, and acceptable qualities or grades of the commodity. This standardisation enhances liquidity, by making it possible for large numbers of market participants to trade the same instrument. Most futures contracts (by volume) are liquidated prior to expiry to avoid physical delivery. The purpose of the physical delivery provision is to ensure convergence between the futures price and the cash market price (however some futures are only cash settled).

Futures trades that are made on an exchange are cleared through a clearing organisation (clearing house), which acts as the buyer to all sellers and the seller to all buyers. When an investor buys or sells a futures contract, they are technically buying from, or selling to, the clearing organisation rather than the party with whom they executed the transaction on the trading floor or through an electronic trading platform.

Futures traders are not required to put up the entire value of a contract. Rather, they are required to post a margin that is typically between 2 per cent. and 10 per cent. of the total value of the contract. Thereafter, the position is "marked to the market" daily. If the futures position loses value, the amount of money in the margin account will decline accordingly. If the amount of money in the margin account falls below the specified maintenance margin, the futures trader will be required to post additional margin to bring the account up the initial margin level. On the other hand, if the futures position is profitable, the profits will be added to the margin account. Because only a margin is required, this is known as an uncollateralised position. If 100 per cent. margin is deposited (earning interest), then this is known as a fully collateralised position and the return is known as a Total Return.

Futures exchanges and clearing houses in the United States are subject to regulation by the Commodity Futures Trading Commission (CFTC). Exchanges may adopt rules and take other actions that affect trading, including imposing speculative position limits, maximum price fluctuations and trading halts and suspensions, and requiring liquidation of contracts in certain circumstances.

Futures markets outside the United States are generally subject to regulation by comparable regulatory authorities. The structure and nature of trading on non-U.S. exchanges, however, may differ from this description.

Exchanges

CBOT (Chicago Board of Trade, now merged with CME)

CBOT is a leading futures and futures-options exchange located in Chicago. In its early history, the CBOT traded only agricultural commodities such as corn, wheat, oats and soybeans. Futures contracts at the Exchange evolved over the years to include non-storable agricultural commodities and nonagricultural products, including U.S. Treasury bonds and notes, 30-Day Federal Funds, stock indexes, and swaps. In 2007, CBOT merged with the Chicago Mercantile Exchange (‘‘**CME**”), becoming the world’s largest financial exchange market.

CME (Chicago Mercantile Exchange)

CME is the largest futures exchange in the United States, and also owns and operates the largest futures clearing house in the world. CME products fall into five major areas: interest rates, equities, foreign exchange, agricultural commodities and alternative investments. Two forums are available for trading CME products: the long-standing open outcry trading floors and an electronic trading platform. The CME Clearing House guarantees, clears and settles every contract traded through the CME. In 2007, the CME merged with the Chicago Board of Trade (‘‘**CBOT**”), becoming the world’s largest financial exchange market.

LME (London Metal Exchange)

LME is the world’s largest futures exchange for base and other metals. LME allows for cash trading, and offers hedging, worldwide reference pricing and storage for physical delivery of trades. Eleven companies have exclusive rights to trade by open outcry, and approximately 100 companies trade inter-office through the London Clearing House, which also clears London Stock Exchange trading. Trades are in futures, options and TAPOs (traded average price contracts, a form of Asian option). Commodities traded on LME include aluminium, copper, zinc, lead, nickel, tin, and aluminium alloy.

ICE Futures U.S.

ICE Futures U.S., formerly the New York Board of Trade (“**NYBOT**”), is a physical commodity futures exchange located in New York City. Its two principle divisions are the New York Coffee Sugar and Cocoa Exchange (‘‘**CSCE**”) and the New York Cotton Exchange (‘‘**NYCE**”). In January 2007, NYBOT was acquired by ICE and renamed ICE Futures U.S.

NYMEX (The New York Mercantile Exchange, Inc.)

NYMEX, or The New York Mercantile Exchange, Inc., is the world’s largest physical commodity futures exchange located in New York City. The exchange handles billions of dollars’ worth of energy products, metals, and other commodities being traded by open auction and electronically. Trading is conducted through two divisions, the NYMEX Division, home to the energy, platinum, and palladium markets; and the COMEX Division, on which all other metals trade. In 2008, NYMEX merged with CME Group becoming the world’s largest financial exchange market.

KCBT (Kansas City Board of Trade)

The Kansas City Board of Trade was founded in 1856 by a group of Kansas City merchants. It served a function similar to a Chamber of Commerce. Early trading at the exchange was primarily in cash grains. Today, hard red winter wheat futures are the mainstay of the Kansas City Board of Trade. In 2011, the exchange traded more than 6.3 million wheat futures contracts, equivalent to more than 31.71 billion bushels. Options on wheat futures were introduced in 1984, and record options volume was traded in 2002. In 2012 the CME Group acquired KCBT.

PART 9

PARTICULARS OF THE COMMODITY CONTRACT COUNTERPARTIES

As announced by the Issuer on 3 July 2017, the Issuer entered into the CGML Facility Agreement dated 29 June 2017 and by a notice dated 30 June 2017 exercised its rights under the UBS Facility Agreement to give not less than three months' notice of a Compulsory Pricing Date in respect of all classes of Commodity Contracts without redeeming the equivalent Commodity Securities. The UBS Facility Agreement will terminate on the UBS Termination DateThe Issuer has agreed with CGML arrangements under which the Commodity Contracts with UBS will be effectively replaced by equivalent Commodity Contracts with CGML.

Accordingly until the Effective Date, the Commodity Contract Counterparties are UBS and MLI. From the Effective Date up to but excluding the UBS Termination Date, the Commodity Contract Counterparties are MLI, CGML and UBS and with effect from and including the UBS Termination Date, the Commodity Contract Counterparties are MLI and CGML.

Particulars of UBS are provided in Part 9 (*Particulars of the Commodity Contract Counterparties*) of the 2014 Base Prospectus.

A Particulars of MLI and BAC

MLI is a company incorporated in England and Wales (Registered Number: 2312079) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number: 147150). MLI is a wholly owned subsidiary of ML UK Capital Holdings Limited and the ultimate parent of MLI is BAC. The registered address of MLI is 2 King Edward Street, London, EC1A 1HQ, United Kingdom.

MLI provides a wide range of financial services globally for business originated in Europe, the Middle East and Africa, Asia Pacific and the Americas. The primary business activities of MLI are to act as a broker and dealer in equities and fixed income, currency and commodities financial instruments; investment banking advisory and underwriting services; and equity and fixed income research. MLI also provides a number of post trade related services to third party clients, including settlement and clearing services to third party clients.

The payment obligations of MLI under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement shall be guaranteed by BAC.

BAC is a bank holding company and a financial holding company incorporated in the State of Delaware, United States. Through BAC's banking and various non-banking subsidiaries throughout the U.S. and in international markets, BAC serves individual consumers, small- and middle-market businesses, institutional investors, large corporations and governments with a full range of banking, investing, asset management and other financial and risk management products and services.

BAC's headquarters and principal executive offices are located at 100 North Tryon Street, Charlotte, NC 28255, United States. BAC's common stock is listed on the New York Stock Exchange. BAC has securities admitted to trading on the regulated market of the London Stock Exchange, including various series of notes issued under its US$65,000,000,000 Euro Medium-Term Note Programme.

For the avoidance of doubt, the Swiss Franc Currency-Hedged Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, BAC or any of its subsidiaries (including, but without limitation, MLI). Security Holders will have no recourse to BAC or MLI in respect of the Swiss Franc Currency-Hedged Commodity Securities

B Particulars of CGML and CGMH

CGML is a company registered in England and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. CGML was incorporated on 21 October 1983 as Stockrobe Limited and changed its name to Salomon Brothers International Limited on 1 February 1984 and to Citigroup Global Markets Limited on 7th April 2003.

The registered address of CGML is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

CGML has a major international presence as a dealer, market maker and underwriter in equity, fixed income and commodities, as well as providing advisory services to a wide range of corporate, institutional and government clients. It is headquartered in London and operates globally from the UK and its branches in Europe and the Middle East.

The payment obligations of CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement shall be guaranteed by CGMH.

CGMH is corporation incorporated in the State of New York. CGMH, operating through its subsidiaries, engages in full-service investment banking and securities brokerage business. CGMH was incorporated in New York on 23 February 1977 and is the successor to Salomon Smith Barney Holdings Inc., a Delaware corporation, following a statutory merger effective on 1 July 1999, the purpose of which was to change the state of incorporation from Delaware to New York. On 7 April 2003 CGMH filed a Restated Certificate of Incorporation in the State of New York changing its name from Salomon Smith Barney Holdings Inc. to Citigroup Global Markets Holdings Inc.

CGMH's parent, Citigroup Inc. (Citigroup or Citi), is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services. Citigroup has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. Citigroup Inc. currently operates, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup Inc.'s Global Consumer Banking businesses (which consists of Regional Consumer Banking in North America, Europe, the Middle East and Africa, Asia and Latin America) and the Institutional Clients Group (Banking and Markets and Securities Services); and Citi Holdings, which consists of Brokerage and Asset Management, Local Consumer Lending, and a Special Asset Pool. There is also a third segment, Corporate/Other.

The principal offices of CGMH are located at 388 Greenwich Street, New York, New York 10013. CGMH has securities admitted to trading on the regulated market of the Irish Stock Exchange, including as issuer of various series of notes issued under the Citi U.S.$10,000,000,000 Global Structured Note Programme.

For the avoidance of doubt, the Swiss Franc Currency-Hedged Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, CGMH or any of its subsidiaries (including, but without limitation, CGML) (together, "Citi"). Security Holders will have no recourse to Citi in respect of the Swiss Franc Currency-Hedged Commodity Securities.

The information on the Commodity Contract Counterparties and Guarantors in this Base Prospectus is based upon information made available to the Issuer by the Commodity Contract Counterparties and Guarantors.

PART 10

ADDITIONAL INFORMATION

1. Incorporation and Share Capital of Issuer

(a) The Issuer was incorporated as a public limited company in Jersey on 27 November 2012. The Issuer operates under the Law and secondary legislation made thereunder. The Issuer is registered in Jersey under number 111924.

(b) The Issuer is authorised to issue an unlimited number of no par value shares of one class designated as Ordinary Shares of which two Ordinary Shares of no par value have been issued.

(c) The memorandum of association of the Issuer does not contain an 'objects' clause. Under article 18(1) of the Law, the doctrine of *ultra vires* in its application to companies has been abolished and accordingly the capacity of a Jersey company is not limited by anything in its memorandum or articles or by any act of its members. The memorandum of association of a Jersey company therefore need not contain an 'objects' clause.

(d) The Issuer does not have any subsidiary undertakings.

(e) The Issuer is part of the ETF Securities group. All of the Issuer's issued ordinary shares are owned by HoldCo, a wholly owned subsidiary of ETFSL.

2. Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Issuer and are or may be material or have been entered into at any time by the Issuer and (not being contracts entered into in the ordinary course of business) contain provisions under which the Issuer has an obligation or entitlement which is or may be material to the Issuer as at the date of this document. The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Base Prospectus, including in Part 1 (*General*) and Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*):

(a) the Trust Instrument dated 11 January 2013 and the supplemental trust instruments thereto dated 23 June 2014 and 29 June 2017, a summary of the principal terms of which is set out in Part 6 (*Trust Instrument and Swiss Franc Currency-Hedged Commodity Securities*);

(b) the Security Deed dated 11 January 2013 and the deed of amendment thereto dated 29 June 2017, a summary of the principal terms of which is set out in Part 7 (*Particulars of the Security Deed*);

(c) the Facility Agreement between the Issuer and UBS dated 11 January 2013, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*) of the 2014 Base Prospectus;

(d) the Facility Agreement between the Issuer and MLI dated 11 January 2013 and the amendment and restatement agreement in respect thereof dated 29 June 2017, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);

(e) the BAC Guarantee, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*)

(f) the Facility Agreement between the Issuer and CGML dated 29 June 2017 a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*)

(g) the Citigroup Guarantee, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*)

(h) a Capital Adjustment Agreement dated 11 January 2013 between the Issuer and UBS pursuant to which UBS agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and UBS agree that the Capital Adjustment will be at a rate equal to the four week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Swiss Franc less a spread relating to the relevant class of Commodity Security equal to the sum of a Commodity Hedging Cost of 0.45 per cent. per annum in the case of Classic Commodity Securities and 0.60 per cent. per annum in the case of Longer Dated Commodity Securities and a FX Daily Hedging Cost of 0.35 per cent. per annum and in each case less the Management Fee rate notified to UBS by the Issuer (currently being 0.49 per cent. per annum) and the Licence Allowance rate notified to UBS by the Issuer (currently being 0.05 per cent. per annum);

(i) a Capital Adjustment Agreement dated 11 January 2013 between the Issuer and MLI pursuant to which MLI agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and MLI agree that the Capital Adjustment will be at a rate equal to the four week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Swiss Franc less a spread relating to the relevant class of Commodity Security equal to the sum of a Commodity Hedging Cost of 0.45 per cent. per annum in the case of Classic Commodity Securities and 0.60 per cent. per annum in the case of Longer Dated Commodity Securities and a FX Daily Hedging Cost of 0.35 per cent. per annum and in each case less the Management Fee rate notified to MLI by the Issuer (currently being 0.49 per cent. per annum) and the Licence Allowance rate notified to MLI by the Issuer (currently being 0.05 per cent. per annum);

(j) a Capital Adjustment Agreement dated 29 June 2017 between the Issuer and CGML pursuant to which CGML agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and CGML agree that the Capital Adjustment will be at a rate equal to the four week U.S. Treasury Bill rate plus an implied foreign exchange hedging cost which is expected to reflect an interest rate differential between the US Dollar interbank interest rate and the interbank benchmark interest rate for the Swiss Franc less a spread relating to the relevant class of Commodity Security equal to the sum of a Commodity Hedging Cost of 0.45 per cent. per annum in the case of Classic Commodity Securities and 0.60 per cent. per annum in the case of Longer Dated Commodity Securities and a FX Daily Hedging Cost of 0.35 per cent. per annum and in each case less the Management Fee rate notified to CGML by the Issuer (currently being 0.49 per cent. per annum) and the Licence Allowance rate notified to CGML by the Issuer (currently being 0.05 per cent. per annum);

(k) the Calculation Agency Agreement dated 11 January 2013 between the Issuer, MLI, UBS Securities and UBS;

(l) the Calculation Agency Agreement dated 29 June 2017 between the Issuer, CGML and MLI;

(m) the Security Agreement between the Issuer and UBS, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*) of the 2014 Base Prospectus;

(n) the Security Agreement between the Issuer and MLI, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);

(o) the Security Agreement between the Issuer and CGML, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);

(p) the Collateral Account Control Agreement between the Issuer, UBS and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*) of the 2014 Base Prospectus;

(q) the Collateral Account Control Agreement between the Issuer, MLI and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);

(r) the Collateral Account Control Agreement between the Issuer, CGML and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);

(s) the following Authorised Participant Agreements, a summary of the principal terms of which is set out in paragraph 3 below:

(i) an Authorised Participant Agreement dated 14 January 2013 between the Issuer, ETFSL and Merrill Lynch International;

(ii) An Authorised Participant Agreement dated 11 January 2013 between the Issuer, ETFSL and Susquehanna International Securities Limited;

(iii) An Authorised Participant Agreement dated 11 January 2013 between the Issuer, ETFSL and Susquehanna Ireland Limited;

(iv) an Authorised Participant Agreement dated 11 January 2013 between the Issuer, ETFSL and UBS AG, London branch;

(v) an Authorised Participant Agreement dated 29 October 2014 between the Issuer, ETFSL and Flow Traders B.V.;

(vi) an Authorised Participant Agreement dated 13 January 2016 between the Issuer, ETFSL and Jane Street Financial Limited; and

(vii) an Authorised Participant Agreemend dated 29 August 2017 between the Issuer, ETFSL and CGML.

(t) the following Security Assignments between UBS and the Issuer securing to UBS the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:

(i) a Security Assignment dated 11 January 2013 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Merrill Lynch International;

(ii) a Security Assignment dated 11 January 2013 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;

(iii) a Security Assignment dated 11 January 2013 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited;

(iv) a Security Assignment dated 18 March 2015 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Flow Traders B.V.; and

(v) a Security Assignment dated 13 April 2016 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Jane Street Financial Limited.

(u) the following Security Assignments between MLI and the Issuer securing to MLI the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:

(i) a Security Assignment dated 11 January 2013 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;

(ii) a Security Assignment dated 11 January 2013 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited; and

(iii) a Security Assignment dated 11 January 2013 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and UBS AG, London branch;

(iv) a Security Assignment dated 16 March 2015 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Flow Traders B.V.;

(v) a Security Assignment dated 27 January 2016 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Jane Street Financial Limited.

(w) the Services Agreement dated 11 January 2013 whereby ManJer is responsible for supplying or procuring the supply of all management and administration services for the Issuer and for paying all the management and administration costs of the Issuer (including the fees and expenses of the Registrar and any administrator and the fees and expenses of the Trustee in relation to its role under the Trust Instrument) and the Issuer agrees to pay to ManJer the Management Fee, the Licence Allowance and a processing fee representing the Application Fees and Redemption Fees which the Issuer has received (including by way of set-off). ManJer has delegated to ETF Securities (UK) Limited, an affiliate company registered in England and Wales with registered number 7443535 and whose registered office is at 4th Floor, 3 Lombard Street, London, EC3V 9AA, certain of its duties and functions under the Services Agreement, including the provision of additional marketing and back-office support functions;

(x) the Administration Agreement dated 15 January 2013 whereby R&H Fund Services (Jersey) Limited is responsible for supplying or procuring the supply of certain administrative, company secretarial and registrar services to the Issuer as set out in schedule 1 of the Administration Agreement and for which the Issuer agrees to pay R&H Fund Services (Jersey) Limited a fee.

R&H Fund Services (Jersey) Limited may, with the prior approval of the Issuer, delegate in whole or in part the discharge of any of its duties or functions and the exercise of any powers and discretion under the Administration Agreement.

R&H Fund Services (Jersey) Limited is not liable to the Issuer for any error of judgement or for any loss suffered by the Issuer in connection with the subject matter of the Administration Agreement unless such loss arises from fraud, bad faith, wilful default or negligence in the performance or non-performance by R&H Fund Services (Jersey) Limited or persons designated by it of its obligations or duties and in particular (but without limitation) will not be liable as a result of any loss, delay, mis-delivery or error in transmission of any cable or telegraphic communication or as a result of acting upon any forged transfer or request for redemption of any securities in the Issuer; and

(y) the Registrar Agreement dated 11 January 2013 whereby Computershare Investor Services (Jersey) Limited is responsible for supplying or procuring the supply of certain registrar services, including the provision of a registration and transfer office, to the Issuer as set out in schedule 1 of the Registrar Agreement and for which the Issuer agrees to pay Computershare Investor Services (Jersey) Limited a fee. Computershare Investor Services (Jersey) Limited may, with the Issuer's approval, delegate certain of its duties or functions under the Registrar Agreement.

The Registrar and its officers and employees will not be liable to the Issuer for any direct damages, loss, costs, claims or expenses ("Loss") sustained by the Issuer or in respect of any matter relating to the Registers as a result of loss, delay, misdelivery or error in transmission of any cable, telex, telefax or telegraphic communication, or if any document accepted by the Registrar shall later be proved to be forged or otherwise defective or erroneous (except in respect of any Loss incurred by the Issuer as a result of the fraud, wilful default, bad faith or negligence of the Registrar).

The Registrar will not be liable to the Issuer in respect of any loss, liability, claim, cost, expense (including legal expenses) or damage suffered or incurred by the Issuer as a result of the discharge of its duties and obligations under the Registrars Agreement, save where such loss, liability, claim, cost, expense or damage is suffered or incurred as a result of its fraud, wilful default, bad faith or negligence.

The aggregate liability of the Registrar to the Issuer over any 12 month period, howsoever any such liability arises, shall in no circumstances whatsoever exceed twice the amount of the fees payable by the Issuer to the Registrar in any 12 month period.

The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of the operation, failure, interruption or suspension of or changes to all or any part of the CREST Service (as defined in the Registrars Agreement) by Euroclear UK & Ireland Limited or as a result of any timetable changes in connection with the provision of the CREST Service by Euroclear UK & Ireland Limited. The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of any acts or omissions of the Registrar that the Registrar reasonably considers are required in order for it to comply with the CREST Requirements (as defined in the Registrars Agreement).

3. Authorised Participant Agreements

The Authorised Participants as at the date of this document are the persons who have entered into an Authorised Participant Agreement with the Issuer as described in paragraph 2(l) above.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Base Prospectus, including in Part 1 (*General*) and Part 3 (*Description of Swiss Franc Currency-Hedged Commodity Securities*).

Pursuant to the terms of the Authorised Participant Agreements, each Authorised Participant represents, warrants and undertakes to the Issuer that:

(a) in relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Swiss Franc Currency-Hedged Commodity Securities to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Swiss Franc Currency-Hedged Commodity Securities to the public in that Relevant Member State:

  (i) if the final terms in relation to the Swiss Franc Currency-Hedged Commodity Securities specify that an offer of those Swiss Franc Currency-Hedged Commodity Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Swiss Franc Currency-Hedged Commodity Securities which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, during the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and provided further that the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(iii) at any time to fewer than 100, or if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or

(iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive.

provided that no such offer of Swiss Franc Currency-Hedged Commodity Securities referred to in paragraphs (ii) to (iv) require the Issuer or the Authorised Participant to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this paragraph 3, the expression an "**offer of Swiss Franc Currency-Hedged Commodity Securities to the public**" in relation to any Swiss Franc Currency-Hedged Commodity Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Swiss Franc Currency-Hedged Commodity Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Swiss Franc Currency-Hedged Commodity Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU;

(b) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Swiss Franc Currency-Hedged Commodity Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or any Affiliate of the Issuer;

(c) it has complied and will comply with all applicable provisions of the FSMA and the United Kingdom financial services regime (including, without limitation, the obligation to treat customers fairly) with respect to anything done by it in relation to any Swiss Franc Currency-Hedged Commodity Securities in, from or otherwise involving the United Kingdom;

(d) that neither it nor any of its Affiliates (including any person acting on behalf of it or any of its Affiliates):

(i) has knowingly offered or sold or will knowingly offer or sell Swiss Franc Currency-Hedged Commodity Securities within the United States or to US Persons, whether before, on or after the relevant Application Date;

(ii) has knowingly offered or sold or will knowingly offer or sell Swiss Franc Currency-Hedged Commodity Securities to a Prohibited US Person or a Prohibited Benefit Plan Investor, whether before, on or after the relevant Application Date; or

(iii) has engaged or will engage in any "directed selling efforts" with respect to Swiss Franc Currency-Hedged Commodity Securities.

Terms used in this paragraph 3(d) have the meanings given to them by Regulation S under the Securities Act of 1933 of the United States.

(e) that it will not permit Swiss Franc Currency-Hedged Commodity Securities to be offered to, sold to, or purchased by persons resident for income tax purposes in Jersey (other than financial institutions in the normal course of business).

Further restrictions on offers and sales of Swiss Franc Currency-Hedged Commodity Securities and on the distribution of this Base Prospectus are set out in paragraph 14 of Part 10 (*Additional Information*).

The Authorised Participant Agreements may be terminated by either party thereto at any time upon thirty days' prior written notice to the other parties.

The Issuer may enter into agreements with institutions to act as Authorised Participants and/or market-makers which may include commitments to make markets on varying terms, but which may include commitments to maintain particular maximum spreads and minimum lot sizes.

4. Licence Agreement

ETFSL has entered into an agreement with Bloomberg and UBS Securities dated as of 16 June 2014 pursuant to which the parties agreed to enter into a new licence agreement (the "**Licence Agreement**") with respect to the Bloomberg Commodity Index^{SM} and related indices, effective 1 July 2014. Pursuant to the terms of the Licence Agreement ETFSL has been granted the right to use the Bloomberg Commodity Index^{SM} and sub-indices thereof including the Individual Commodity Indices and the Composite Commodity Indices for the issuance and trading of, *inter alia*, the Swiss Franc Currency-Hedged Commodity Securities and the right to use and refer to the trademarks of UBS Securities and Bloomberg associated with the Commodity Indices for certain purposes in connection with the issuance, distribution, marketing and promotion of, *inter alia*, the Swiss Franc Currency-Hedged Commodity Securities. The Licence Agreement also permits ETFSL to post on its website delayed intra-day and settlement pricing for such Commodity Indices. The Licence Agreement continues in full force and effect unless terminated by either party 90 days prior to the renewal date (such date being 30 June of each year).ManJer will, out of the Licence Allowance, pay ETFSL such amounts as ETFSL requires to pay such fees as are due under the Licence Agreement from time to time.

The Issuer has the right to use the Bloomberg Commodity Index^{SM} and the Bloomberg Commodity Index 3 Month Forward^{SM} and sub-indices thereof including the Commodity Indices and the trademarks of UBS Securities and/or Bloomberg in connection with the issuance, marketing and promotion of the Swiss Franc Currency-Hedged Commodity Securities, provided it agrees to be bound by all the provisions of the Licence Agreement as if it were the licencee thereunder including, without limitation, those provisions imposing any obligations on ETFSL.

5. ISINs and Principal Amounts of the Swiss Franc Currency-Hedged Commodity Securities

27 classes of Classic Individual Securities and 27 classes of Longer Dated Individual Securities are specifically described in this Base Prospectus. The ISINs and Principal Amounts (which are also the minimum denominations) of such Individual Securities are or will be as follows:

Class of Classic Individual Securities	**ISIN**	**Principal Amount**
Swiss Franc Daily Hedged Aluminium	JE00B3MZZJ71	CHF1.00000000
Swiss Franc Daily Hedged Brent Crude	JE00B51BW993	CHF1.00000000
Swiss Franc Daily Hedged Cocoa	JE00B3N1CW60	CHF1.00000000
Swiss Franc Daily Hedged Coffee	JE00B3SRKG91	CHF1.00000000
Swiss Franc Daily Hedged Copper	JE00B3XJ7Z80	CHF1.00000000
Swiss Franc Daily Hedged Corn	JE00B5293M25	CHF1.00000000
Swiss Franc Daily Hedged Cotton	JE00B5LVVK34	CHF1.00000000
Swiss Franc Daily Hedged Gas Oil	JE00B45NLG49	CHF1.00000000
Swiss Franc Daily Hedged Gasoline	JE00B6TTWZ80	CHF1.00000000
Swiss Franc Daily Hedged Gold	JE00B6XMBY53	CHF1.00000000
Swiss Franc Daily Hedged Heating Oil	JE00B5VZ0J74	CHF1.00000000
Swiss Franc Daily Hedged Kansas Wheat	JE00B908TS71	CHF1.00000000
Swiss Franc Daily Hedged Lead	JE00B5NMHJ59	CHF1.00000000
Swiss Franc Daily Hedged Lean Hogs	JE00B60KNB37	CHF1.00000000
Swiss Franc Daily Hedged Live Cattle	JE00B4N78P62	CHF1.00000000
Swiss Franc Daily Hedged Natural Gas	JE00B6SL9H63	CHF1.00000000

Class of Classic Individual Securities	ISIN	Principal Amount
Swiss Franc Daily Hedged Nickel	JE00B56KNQ51	CHF1.00000000
Swiss Franc Daily Hedged Platinum	JE00B5LT6C46	CHF1.00000000
Swiss Franc Daily Hedged Silver	JE00B4WB5T20	CHF1.00000000
Swiss Franc Daily Hedged Soybean Meal	JE00B8GHT143	CHF1.00000000
Swiss Franc Daily Hedged Soybean Oil	JE00B6ZXZP51	CHF1.00000000
Swiss Franc Daily Hedged Soybeans	JE00B6XJ0R23	CHF1.00000000
Swiss Franc Daily Hedged Sugar	JE00B6VNPP91	CHF1.00000000
Swiss Franc Daily Hedged Tin	JE00B6TJ2R03	CHF1.00000000
Swiss Franc Daily Hedged Wheat	JE00B5KT3Y60	CHF1.00000000
Swiss Franc Daily Hedged WTI Crude Oil	JE00B5T20675	CHF1.00000000
Swiss Franc Daily Hedged Zinc	JE00B4KP3922	CHF1.00000000

Class of Longer Dated Individual Securities	ISIN	Principal Amount
Swiss Franc Daily Hedged Longer Dated Aluminium	JE00B4PPQ431	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Brent Crude	JE00B5B30029	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Cocoa	JE00B4VTF640	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Coffee	JE00B5VKXP95	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Copper	JE00B783DR70	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Corn	JE00B783DZ54	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Cotton	JE00B783FB50	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Gas Oil	JE00B783FS28	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Gasoline	JE00B783FX70	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Gold	JE00B783G452	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Heating Oil	JE00B783GC33	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Kansas Wheat	JE00B8310169	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Lead	JE00B783GL24	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Lean Hogs	JE00B783GQ78	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Live Cattle	JE00B783GY52	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Natural Gas	JE00B783H534	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Nickel	JE00B783HD15	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Platinum	JE00B783HJ76	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Silver	JE00B783HR50	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Soybean Meal	JE00B8CVS020	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Soybean Oil	JE00B783HZ35	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Soybeans	JE00B783JB31	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Sugar	JE00B783JK22	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Tin	JE00B783JS08	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Wheat	JE00B783K439	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated WTI Crude Oil	JE00B783FK42	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Zinc	JE00B783KC11	CHF1.00000000

In addition, ten classes of Classic Index Securities and ten classes of Longer Dated Index Securities are specifically described in this Base Prospectus. The ISINs and Principal Amounts (which are also the minimum denominations) of such Index Securities are as follows:

Class of Classic Index Securities	ISIN	Principal Amount
Swiss Franc Daily Hedged All Commodities	JE00B4KT0L53	CHF1.00000000
Swiss Franc Daily Hedged Energy	JE00B6ZZH003	CHF1.00000000
Swiss Franc Daily Hedged Petroleum	JE00B4JQD968	CHF1.00000000
Swiss Franc Daily Hedged Ex-Energy	JE00B5ZXJR84	CHF1.00000000
Swiss Franc Daily Hedged Precious Metals	JE00B6S2Y294	CHF1.00000000
Swiss Franc Daily Hedged Industrial Metals	JE00B62ZNX81	CHF1.00000000
Swiss Franc Daily Hedged Agriculture	JE00B3YLVV71	CHF1.00000000
Swiss Franc Daily Hedged Softs	JE00B4VVB066	CHF1.00000000
Swiss Franc Daily Hedged Livestock	JE00B6SMR427	CHF1.00000000
Swiss Franc Daily Hedged Grains	JE00B4JY4H57	CHF1.00000000

Class of Longer Dated Index Securities	ISIN	Principal Amount
Swiss Franc Daily Hedged Longer Dated All Commodities	JE00B61VMP20	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Energy	JE00B783KL02	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Petroleum	JE00B783KY31	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Ex-Energy	JE00B783L510	CHF1.00000000

Class of Longer Dated Index Securities	ISIN	Principal Amount
Swiss Franc Daily Hedged Longer Dated Precious Metals	JE00B783LD92	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Industrial Metals	JE00B783LR39	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Agriculture	JE00B5NB9Z24	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Softs	JE00B5MS9P48	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Livestock	JE00B40W0251	CHF1.00000000
Swiss Franc Daily Hedged Longer Dated Grains	JE00B76LPB10	CHF1.00000000

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

6. Swiss Taxation

The following paragraphs summarise certain aspects of Swiss tax treatment of holding Swiss Franc Currency-Hedged Commodity Securities. The statements are intended only as a general guide. The summary does not purport to be exhaustive and does not constitute tax or legal advice and the comments below are of a general nature only. A prospective investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from the purchase, holding, sale and redemption of the Swiss Franc Currency-Hedged Commodity Securities and the receipt of payments thereon.

(a) Swiss Tax Resident Security Holders

If the Swiss Franc Currency-Hedged Commodity Securities are held as private assets, the Swiss Franc Currency-Hedged Commodity Securities should in principle generate capital gains exempt from income tax or non tax-deductible capital losses. It can, however, not be ruled out that, as a result of the redemption right at least at a price corresponding to the Principal Amount, the Swiss tax authorities treat the Swiss Franc Currency-Hedged Commodity Securities as a product combining a certificate and structured product, combining bond and option components. In that case and provided that the Swiss Franc Currency-Hedged Commodity Securities qualify as transparent products within the meaning of the practice of the Swiss federal tax administration (which is the case for most structured products), any proceeds received by the Security Holders upon sale or redemption of the Swiss Franc Currency-Hedged Commodity Securities would have to be allocated between the bond and option component of the Swiss Franc Currency-Hedged Commodity Securities (with the share of the profit attributed to the bond component being characterised as taxable interest income and the share of the profit attributed to the option component as tax-exempt capital gain). Individual income tax rate varies depending on the cantons, the level of income and the family situation (the maximum rate being 45 per cent. in Geneva). Swiss Franc Currency-Hedged Commodity Securities will be added to the taxable wealth at their market value. Wealth tax rate varies depending on the cantons and on the level of wealth (the maximum rate being 1 per cent. in Geneva).

If the Swiss Franc Currency-Hedged Commodity Securities are held as business assets, any profit derived from the Swiss Franc Currency-Hedged Commodity Securities in excess of their book value is subject to ordinary (individual or corporate) income tax. Contrary to individual income tax, corporate income tax is generally a flat rate tax (the rate of which also varies depending on the cantons and commune of seat of the corporation, the maximum rate being 24.2 per cent. in Geneva).

(b) Swiss Withholding Tax

Payments under the Swiss Franc Currency-Hedged Commodity Securities will not, under current Swiss laws and regulations, be subject to Swiss withholding tax (35 per cent.), provided that the Issuer of the Swiss Franc Currency-Hedged Commodity Securities is at all times domiciled and effectively managed outside of Switzerland and provided that the proceeds from the offering and sale of the Swiss Franc Currency-Hedged Commodity Securities are used outside of Switzerland.

(c) **Stamp Taxes (Issuance Stamp Tax, Securities Transfer Tax)**

The issue of the Swiss Franc Currency-Hedged Commodity Securities is not subject to the Swiss federal issuance stamp tax.

Sale or purchase of Swiss Franc Currency-Hedged Commodity Securities may be subject to securities transfer stamp tax (0.3 per cent. in relation to foreign securities) if the Swiss Franc Currency-Hedged Commodity Securities have to be characterised as structured products, if a Swiss securities dealer (e.g. a Swiss bank or broker) is involved as an intermediary or as a counterparty in such transactions and if no specific (full or half) exemption is available. Exemptions may be available in relation to specific parties (e.g. a half exemption applies in relation to a party qualifying as an exempt investor, e.g. collective investment scheme, foreign pension funds, etc). Full exemptions may apply to specific transactions (e.g. in case of redemptions). The tax is owed by the Swiss securities dealer. When acting as an intermediary, he owes one-half of the tax for each party to the transaction that does not identify itself as a registered securities dealer nor as an exempt investor. When acting as a party to the transaction, he owes one-half of the tax for himself as well as for the other party that does not identify itself as a registered securities dealer nor as an exempt investor.

7. Jersey Taxation

(a) **General**

Under the Income Tax (Jersey) Law 1961 (the "**Jersey Income Tax Law**"), the Issuer will be regarded as resident in Jersey but (being neither a financial services company nor a specified utility company under the Jersey Income Tax Law at the date hereof) will (except as noted below) be subject to Jersey income tax at a rate of 0 per cent.

The Issuer will not be required to make any deduction or withholding for, or on account of, Jersey income tax from any payments in respect of the Swiss Franc Currency-Hedged Commodity Securities. Holders of the Swiss Franc Currency-Hedged Commodity Securities (other than residents of Jersey) should not be subject to any tax in Jersey in respect of the holding, sale, redemption or other disposition of its Swiss Franc Currency-Hedged Commodity Securities. Redemption payments (other than to residents of Jersey) will not be subject to withholding for or on account of Jersey tax.

(b) **Stamp duty**

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Swiss Franc Currency-Hedged Commodity Securities. In the event of the death of an individual sole holder of Swiss Franc Currency-Hedged Commodity Securities, duty at rates of up to 0.75 per cent. of the value of the Swiss Franc Currency-Hedged Commodity Securities held, subject to a cap of £100,000, may be payable on registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Swiss Franc Currency-Hedged Commodity Securities held by the deceased individual sole holder thereof.

(c) **Goods and services tax**

The Issuer is an "international services entity" for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the "**GST Law**"). Consequently, the Issuer is not required to:

(i) register as a taxable person pursuant to the GST Law;

(ii) charge goods and services tax in Jersey in respect of any supply made by it; or

(iii) (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

(d) **Intergovernmental Agreement between Jersey and the United States**

The US Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the US known as the Foreign Account Tax Compliance Act ("**FATCA**"). Under FATCA a 30 per cent withholding tax may be imposed on payments of US source income and certain payments of proceeds from the sale of property that could give rise to US source income, unless the Issuer complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect US holders of Swiss Franc Currency-Hedged Commodity Securities issued by the Issuer to the US Internal Revenue Service ("**IRS**") or to the relevant Jersey authority for onward transmission to the IRS. A holder of Swiss Franc Currency-Hedged Commodity Securities issued by the Issuer that fails to provide the required information to the Issuer may be subject to the 30 per cent withholding tax with respect to any payments directly or indirectly attributable to US sources and the Issuer might be required to redeem any Swiss Franc Currency-Hedged Commodity Securities held by such holder.

On 13 December 2013 an intergovernmental agreement was entered into between Jersey and the US in respect of FATCA which agreement was enacted into Jersey law as of 18 June 2014 by the Taxation (Implementation) (International Tax Compliance) (United States of America) (Jersey) Regulations 2014.

Although the Issuer will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Issuer will be able to satisfy such obligations. If the Issuer becomes subject to a withholding tax as a result of FATCA, the return on some or all Swiss Franc Currency-Hedged Commodity Securities issued by the Issuer may be materially and adversely affected. In certain circumstances, the Issuer may compulsorily redeem some or all of the Swiss Franc Currency-Hedged Commodity Securities held by one or more holders and/or may reduce the redemption proceeds payable to any holder of Swiss Franc Currency-Hedged Commodity Securities.

(e) **Organisation for Economic Co-operation and Development ("OECD") Common Reporting Standard**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. Jersey has implemented the CRS by the Taxation (Implementation) (International Tax Compliance) (Common Reporting Standard) (Jersey) Regulations. As a result, the Issuer will be required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Broadly, these are that the due diligence requirements under the CRS framework as adopted by Jersey commenced on 1 January 2016, with information to be reported to the Jersey Taxes Office on or before 30 June 2017. Information exchange between the Jersey Taxes Office and partner jurisdictions is due to take place on or before 30 September 2017. Holders of the Swiss Franc Currency-Hedged Commodity Securities may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Swiss Franc Currency-Hedged Commodity Securities.

(f) **Base Erosion and Profit Shifting**

The law and any other rules or customary practice relating to tax, or its interpretation in relation to the Issuer, its assets and any investment of the Issuer may change during its life. In particular, both the level and basis of taxation may change. In particular, the outcome of the on-going global Base Erosion and Profit Shifting (BEPS) project could substantially affect the tax treatment of the Issuer. Additionally, the interpretation and application of tax rules and customary practice to the Issuer, its assets and investors by any taxation authority or court may differ from that anticipated by the Issuer. Both could significantly affect returns to investors.

8. United Kingdom Taxation

The following paragraphs summarise certain very limited aspects of the UK taxation treatment relating to the Issuer and the holding of Swiss Franc Currency-Hedged Commodity Securities. Persons who are resident in the UK for UK tax purposes and who are contemplating acquiring Swiss Franc Currency-Hedged Commodity Securities should seek their own advice as to the tax consequences of acquiring, holding and disposing of Swiss Franc Currency-Hedged Commodity Securities.

(a) The Issuer

The Directors intend that the affairs of the Issuer should be managed and conducted so that it should not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Issuer does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Issuer within the charge to UK income tax, the Issuer will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Issuer are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

(b) Withholding Tax

No payments made by the Issuer to Security Holders are required to be made under deduction or withholding for or on account of UK tax.

(c) Stamp Duty and Stamp Duty Reserve Tax ("SDRT")

Provided the Register is not kept by or on behalf of the Issuer in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, Swiss Franc Currency-Hedged Commodity Securities in Uncertificated Form.

In the case of Swiss Franc Currency-Hedged Commodity Securities held in Certificated Form, provided (i) the Register is not kept by or on behalf of the Issuer in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to anything to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of Swiss Franc Currency-Hedged Commodity Securities.

The redemption of Swiss Franc Currency-Hedged Commodity Securities will not give rise to stamp duty or SDRT.

9. Sources

The information given under the heading "Composition and Weightings" in Part 2 (*The Bloomberg Commodity Index Family*) is sourced from the Handbook.

The information given in "Table 2a — Designated Contracts and Designated Month Contracts" and "Table 2b — Lead Futures Contracts for Bloomberg Commodity Index^{SM}" under the heading "Designated Contracts" in Part 2 (*The Bloomberg Commodity Index Family*) is sourced from the Handbook.

The information given in "Table 5 – Historical correlation coefficients between the returns of hedged currency (vs US Dollar) and the returns of the Bloomberg Commodity Index^{SM} expressed in US Dollars" under the heading "Historical correlation coefficients" in Part 2 (*The Bloomberg Commodity Index Family*) is sourced from ETFSL and the Dow Jones and Bloomberg websites.

Aluminium

The statements under the heading “Aluminium” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the United States Geological Survey website (http://www.usgs.gov).

Brent Crude

The statements under the heading “Brent Crude” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of Platts (http://www.platts.com), a division of The McGraw-Hill Companies.

Cocoa

The statements under the heading “Cocoa” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Cocoa Organization (http://www.icco.org/about/growing.aspx).

Coffee

The statements under the heading “Coffee” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Coffee Organization website (http://www.ico.org).

Copper

The statements under the heading “Copper” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Copper Study Group website (http://www.icsg.org) and the Copper Development Association (http://www.copperalliance.org.uk).

Corn

The statements under the heading “Corn” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Cotton

The statements under the heading “Cotton” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Gas Oil

The statements under the heading “Gas Oil” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the websites of the Energy Information Administration (http://www.eia.gov) and Total UK Limited (http://www.total.co.uk).

Gasoline

The statements under the heading “Gasoline” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005 published by the Commodity Research Bureau.

Gold

The statements under the heading “Gold” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Reuters GFMS Limited Gold Survey 2014 and World Gold Council.

Heating Oil

The statements under the heading “Heating Oil” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Kansas Wheat

The statements under the heading “Kansas Wheat” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the United States Department of Agriculture (http://www.ers.usda.gov/topics/crops/wheat.aspx) and the Kansas City Board of Trade (http://www.kcbt.com/contract_wheat.html).

Lead

The statements under the heading “Lead” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Lead and Zinc Study Group (http://www.ilzsg.org) and Lead Development Association International (http://www.ldaint.org).

Lean Hogs

The statements under the heading “Lean Hogs” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Live Cattle

The statements under the heading “Live Cattle” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Natural Gas

The statements under the heading “Natural Gas” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Nickel

The statements under the heading “Nickel” in Part 8 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the Nickel Institute (http://www.nickelinstitute.org) and the Australian Government Department of Industry and Science website (http://www.industry.gov.au/industry/Office-of-the-Chief- Economist).

Platinum

The statements under the heading “Platinum” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Platinum Group Metals Association (http://www.ipa-news.com/pgm/platinum/index.htm) and GFMS Thomson Reuters (https://forms. thomsonreuters.com/gfms/).

Silver

The statements under the heading “Silver” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the Silver Institute website (http://www.silverinstitute.org).

Soybean Meal

The statements under the heading “Soybean Meal” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from United States Department of Agriculture (http://www.ers.usda.gov/topics/crops/soybeans-oil-crops/background.aspx) and the Chicago Board of Trade (http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal_contract_specifications.html) and The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Soybean Oil

The statements under the heading "Soybean Oil" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Soybeans

The statements under the heading "Soybeans" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Sugar

The statements under the heading "Sugar" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Tin

The statements under the heading "Tin" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the ITRI (http://www.itri.co.uk/default.asp) and the U.S. Geological Survey website (http://www.usgs.gov).

Wheat

The statements under the heading "Wheat" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

WTI Crude Oil

The statements under the heading "WTI Crude Oil" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) that over the past several decades oil has been the world's foremost source of primary energy consumption, and that the behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market, and that North America has the highest global consumption of oil per capita at approximately 2.8 gallons per capita per day compared to the world average of 0.5 gallons per capita per day are derived from the International Energy Outlook, published by the Energy Information Administration.

Zinc

The statements under the heading "Zinc" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Lead and Zinc Study Group website (http://www.ilzsg.org).

Futures Markets

The statements under the heading "Futures Markets" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Commodity Futures Trading Commission website (www.cftc.gov), and the Chicago Mercantile Exchange website (http://www.cme.com).

Exchanges

The statements under the heading "Exchanges - CBOT (Chicago Board of Trade, now merged with CME)" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Board of Trade website (http://www.cme.com).

The statements under the heading "Exchanges - CME (Chicago Mercantile Exchange)" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Mercantile Exchange website (http://www.cme.com).

The statements under the heading "Exchanges - LME (London Metal Exchange)" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the London Metal Exchange website (http://www.lme.co.uk).

The statements under the heading "Exchanges - ICE Futures U.S." in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Intercontinental Exchange website (http://www.theice.com).

The statements under the heading "Exchanges - NYMEX (The New York Mercantile Exchange, Inc.)" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the New York Mercantile Exchange website (http://www.cme.com).

The statements under the heading "Exchanges - KCBT (Kansas City Board of Trade)" in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Kansas City Board of Trade (http://www.kcbt.com).

To the extent that the information referred to in this paragraph 9 above has been sourced from a third party, such information has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by the referenced third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

None of the documents or websites referred to in this paragraph 9 above are incorporated into or form part of this Base Prospectus and no other documents, including the contents of any websites or web pages referred to in this Base Prospectus, form part of this Base Prospectus.

10. General

(a) The Issuer's auditors since 4 December 2015 are KPMG Channel Islands Limited of 37 Esplanade, St Helier, Jersey, JE4 8WQ Channel Islands. The Issuer's auditors were previously Deloitte LLP of Lord Coutanche House, 66-68 Esplanade, St Helier, Jersey, JE4 8WA, Channel Islands who audited the Issuer's annual accounts in accordance with national law from the first financial statements of the Issuer for the year ended 31 December 2013 up to 4 December 2015. The annual report of the Issuer for the year ended 31 December 2016 as published by the Issuer on the SIX Swiss Exchange on 17 March 2017 is incorporated in this document by reference and is available at the Issuer's website at http://www.etfsecurities.com and at the registered office of the Issuer as set out in paragraph 11 of Part 10 (*Additional Information*). The annual audited accounts of the Issuer will generally be published within 4 months of year end, currently 31 December each year. Half yearly unaudited accounts will generally be published within 4 months of the mid-year end, currently 30 June in each year. Each of the annual audited accounts and half-yearly unaudited accounts will be made available on the Issuer's website at http://www.etfsecurities.com/retail/uk/en-gb/documents.aspx.

(b) The Issuer's financial statements will be presented in US Dollars. The value of any assets and liabilities denominated in currencies other than US Dollars is converted into US Dollars at rates quoted by independent sources. The valuation of the assets and liabilities of the Issuer attributable to any Portfolio is determined under the supervision of the Board. The Commodity Contracts constitute an asset of the Issuer. For the purposes of the valuation of the Issuer's assets, the Commodity Contracts are valued at the Price as at the date of valuation.

The Swiss Franc Currency-Hedged Commodity Securities in issue constitute a liability of the Issuer. The actual contractual issue and redemption of Swiss Franc Currency-Hedged

Commodity Securities and Commodity Contracts occur at the Price calculated in accordance with the formula in this Base Prospectus so that any gains or losses on the liability represented by the Swiss Franc Currency-Hedged Commodity Securities are matched by gains or losses attributable to the Commodity Contracts.

For the purposes of the Issuer's financial statements, the Swiss Franc Currency-Hedged Commodity Securities are valued at the current mid-market price that they are quoted at on a stock exchange as at the date of valuation. This results in a difference between the value of the Commodity Contracts and the Swiss Franc Currency-Hedged Commodity Securities in issue which shows as either a profit or a loss in the accounts. This profit or loss would be reversed on a subsequent redemption of the Swiss Franc Currency-Hedged Commodity Securities and cancellation of the equivalent Commodity Contracts.

(c) The Issuer is not and has not been involved in any governmental, legal or arbitration proceedings which may have or have had during the 12 months preceding the date of this document a significant effect on the Issuer's financial position or profitability nor, so far as the Issuer is aware, are any such proceedings pending or threatened by or against the Issuer.

(d) Application has been made for the Swiss Franc Currency-Hedged Commodity Securities to be admitted for listing on the official list of the SIX Swiss Exchange and to be admitted to trading on the regulated market thereof.

(e) The Issuer intends to publish annual financial statements and Prices on its website as described under the heading ''Pricing and Trading of Swiss Franc Currency-Hedged Commodity Securities'' in Part 1 (*General*). Save as aforesaid the Issuer does not intend to provide post-issuance information.

(f) The Issuer may enter into distribution, marketing or other agreements with third parties for the provision of services in respect of which commission payments may be payable by the Issuer to such third parties. Any such commission payments will be made by ManJer on behalf of the Issuer and deducted from the Management Fee.

(g) In consideration for the services provided to the Issuer by the Commodity Contract Counterparties in connection with the marketing of the Swiss Franc Currency-Hedged Commodity Securities, the Commodity Contract Counterparties have agreed to contribute up to 50 per cent. of the reasonable, documented out-of-pocket costs that ETFSL (or its Affiliates) reasonably incur in the advertisement and promotion of the Issuer, subject to a limit.

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

(i) Investment activities of certain investors are subject to investment laws and regulations or review or regulation by certain authorities. Each prospective investor in the Swiss Franc Currency-Hedged Commodity Securities must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Swiss Franc Currency-Hedged Commodity Securities:

- is fully consistent with its (or, if it is acquiring the Swiss Franc Currency-Hedged Commodity Securities in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition;

- complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (and, if it is acquiring the Swiss Franc Currency-Hedged Commodity Securities in a fiduciary capacity, the beneficiary);

- is not a breach of any legal, contractual or regulatory restrictions applicable to it; and

- is a fit, proper and suitable investment for it (or, if it is acquiring the Swiss Franc Currency-Hedged Commodity Securities in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Swiss Franc Currency-Hedged Commodity Securities.

Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Swiss Franc Currency-Hedged Commodity Securities under any applicable risk-based capital or similar rules.

11. Documents Available for Inspection

For the duration of the Programme or so long as any Swiss Franc Currency-Hedged Commodity Securities remain outstanding, copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer and will be sent, by email, to a prospective or current Security Holder on request to the Issuer:

(a) the Memorandum and Articles of Association of the Issuer;

(b) the Services Agreement;

(c) the Administration Agreement;

(d) the UBS Facility Agreement;

(e) the MLI Facility Agreement;

(f) the CGML Facility Agreement;

(g) the BAC Guarantee;

(h) the Citigroup Guarantee;

(i) the UBS Security Agreement;

(j) the MLI Security Agreement;

(k) the CGML Security Agreement;

(l) the UBS Control Agreement;

(m) the MLI Control Agreement;

(n) the CGML Control Agreement;

(o) the Authorised Participant Agreements;

(p) the Security Assignments;

(q) the Trust Instrument and supplemental trust instruments thereto;

(r) the Security Deed and deed of amendment thereto;

(s) the Registrar Agreement;

(t) the Licence Agreement;

(u) the annual audited accounts and half-yearly unaudited accounts of the Issuer; and

(v) the 2014 Base Prospectus.

Copies of this Base Prospectus and the documents listed above are available free of charge from ETFS Management Company (Jersey) Limited, Ordnance House, 31 Pier Road, St. Helier, Jersey JE4 8PW.

Copies of the Swiss Listing Prospectus are available free of charge from ETFS Management Company (Jersey) Limited, Ordnance House, 31 Pier Road, St Helier, Jersey JE4 8PW, Channel Islands as well as from the Issuer's Website at http://www.etfsecurities.com/retail/ch/en-gb/documents.aspx, by telephone (+44 1534 825 500) or email by sending a request to info@etfsecurities.com.

12. Publication

Notices, if any, in relation to the Swiss Franc Currency-Hedged Commodity Securities and the Issuer will be published on the Issuer's website (http://www.etfsecurities.com/retail/ch/en-gb/documents.aspx) under "Product News" and through RIS.

13. Jersey Regulatory Notices

The investments described in this document do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience in investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Jersey Financial Services Commission as suitable investments for any other type of investor.

Any individual intending to invest in any investment described in this document should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

A copy of this Base Prospectus has been delivered to the Registrar of Companies in Jersey in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002, and he has given, and has not withdrawn, his consent to its circulation. The Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958, as amended, to the issue of securities by the Issuer. The Jersey Financial Services Commission is protected by the Control of Borrowing (Jersey) Law, 1947, as amended, against liability arising from the discharge of its functions under that law. It must be distinctly understood that, in giving these consents, neither the Registrar of Companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions expressed, with regard to it.

Nothing in this document or anything communicated to holders or potential holders of Swiss Franc Currency Hedged Commodity Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for Swiss Franc Currency-Hedged Commodity Securities or the exercise of any rights attached thereto for the purposes of the Financial Services (Jersey) Law 1998, as amended.

14. Selling Restrictions

United States

The Issuer has imposed the restrictions described below on the Programme so that the Issuer will not be required to register the offer and sale of Swiss Franc Currency-Hedged Commodity Securities under the Securities Act, so that the Issuer will not have an obligation to register as an investment company under the Investment Company Act and related rules and to address certain ERISA, U.S. Internal Revenue Code and other considerations. These restrictions, which will remain in effect until the Issuer determines in its sole discretion to remove them, may adversely affect the ability of holders of Swiss Franc Currency-Hedged Commodity Securities to trade them.

Swiss Franc Currency-Hedged Commodity Securities have not been and will not be registered under the U.S. Securities Act or any other applicable law of the United States. Swiss Franc Currency-Hedged Commodity Securities are being offered and sold only outside the United States to non-US Persons in reliance on the exemption from registration provided by Regulation S of the Securities Act.

The Issuer has not been and does not intend to become registered as an investment company under the Investment Company Act and related rules. Swiss Franc Currency-Hedged Commodity Securities and any beneficial interest therein may not be reoffered, resold, pledged or otherwise transferred in the United States or to US Persons. If the Issuer determines that any Security Holder is a Prohibited US Person (being a US Person who is not a "qualified purchaser" as defined in the Investment Company Act), the Issuer may redeem the Swiss Franc Currency-Hedged Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading "Compulsory Redemption by the Issuer or the Trustee" (Condition 8).

The Swiss Franc Currency-Hedged Commodity Securities may not be purchased with plan assets of any "employee benefit plan" within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), subject to Part 4. Subtitle B of Title I of ERISA, any "plan" to which section 4975 of the United States Internal Revenue Code of 1986, (the "**Code**") applies (collectively, "**Plans**"), any entity whose underlying assets include "plan assets" of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan's investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or section 4975 of the Code, or any person who holds Swiss Franc Currency-Hedged Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity (a "**Prohibited Benefit Plan Investor**"). If the Issuer determines that any Security Holder is a Prohibited Benefit Plan Investor, the Issuer may redeem the Swiss Franc Currency-Hedged Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading "Compulsory Redemption by the Issuer or the Trustee" (Condition 8).

Further restrictions on offers and sales of Swiss Franc Currency-Hedged Commodity Securities and on the distribution of this Base Prospectus are set out in paragraph 3 of Part 10 (*Additional Information*).

ANNEX 1

FORM OF PRICING SUPPLEMENT

Pro Forma Supplement for an issue by Swiss Commodity Securities Limited under the Programme for the Issue of Swiss Franc Currency-Hedged Commodity Securities

---

PRICING SUPPLEMENT
Dated [•] 201[•]

SWISS COMMODITY SECURITIES LIMITED

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 111924)

(the "Issuer")

Programme for the Issue of Swiss Franc Currency-Hedged Commodity Securities

Issue of

[number of securities] [class] [Classic/Longer Dated] [Individual/Index] Securities

(the "Swiss Franc Currency-Hedged Commodity Securities")

This Pricing Supplement (as referred to in the base prospectus (the "**Base Prospectus**") dated 5 October 2017 in relation to the above Programme) together with the Base Prospectus constitutes the Swiss Listing Prospectus according to Article 16 para. 3 of the Additional Rules for the listing of Exchange Traded Products of the SIX Swiss Exchange.

This Pricing Supplement relates to the issue of the Swiss Franc Currency-Hedged Commodity Securities referred to above. The Swiss Franc Currency-Hedged Commodity Securities have the terms provided for in the trust instrument dated 11 January 2013 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the Swiss Franc Currency-Hedged Commodity Securities. Terms used in this Pricing Supplement bear the same meaning as in the Base Prospectus.

The Swiss Franc Currency-Hedged Commodity Securities are not shares or units in collective investment schemes within the meaning of Swiss Collective Investment Schemes Act of 23 June 2006 ("CISA"). They have not been approved by the Swiss Financial Market Supervisory Authority FINMA and are not subject to its supervision. The Swiss Franc Currency-Hedged Commodity Securities are not issued or guaranteed by a supervised financial intermediary within the meaning of CISA.

The Swiss Franc Currency-Hedged Commodity Securities are listed according to the Exchange Traded Product (ETP) Regulatory Standard of the SIX Swiss Exchange. The attention of the investors is drawn to the fact that, while the Issuer intends to maintain such listing, a delisting in accordance with the rules of the SIX Swiss Exchange can never be excluded and that therefore no assurance can be given that such listing at SIX Swiss Exchange will be maintained under any circumstances such as a material change of the regulatory characterisation of the product.

The Conditions, the Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deed is governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deed, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

The particulars in relation to this issue of Swiss Franc Currency-Hedged Commodity Securities are as follows:

Issuer:	Swiss Commodity Securities Limited of Ordnance House, 31 Pier Road, St. Helier, Jersey JE4 8PW, Channel Islands
Issue Date:	[●]
Guarantor:	N/A
Guarantee:	N/A
Specified currency:	Swiss Franc
Number of Swiss Franc Currency-Hedged Commodity Securities to which this Pricing Supplement applies:	[●]
Class of Swiss Franc Currency-Hedged Commodity Securities to which this Pricing Supplement applies:	[●]
Maximum number of Swiss Franc Currency-Hedged Commodity Securities authorised for issue:	1,000,000,000
ISIN:	[●]
Swiss Security Number:	[●]
Principal Amount:	CHF1.00000000
Price at issuance:	[●]
Method for calculating the Price per Swiss Franc Currency-Hedged Commodity Security:	[The Price on [●] calculated in accordance with Condition 5]
Scheduled Maturity Date:	N/A
Duration of trading:	Trading will commence on the date of the listing on the SIX Swiss Exchange. The Issuer intends to maintain such listing on the SIX Swiss Exchange until such time as trading in respect of the relevant class is discontinued
Index:	[●]
General provisions:	
Form of Swiss Franc Currency-Hedged Commodity Securities:	Registered in CREST
(ii) Additional Selling Restrictions:	N/A
Listing and admission to trading:	Application will be made for the Swiss Franc Currency-Hedged Commodity Securities to be admitted for listing on the official list of the SIX Swiss Exchange and to be admitted to trading on the regulated market thereof

Material changes since the last annual financial statements:	There has been no material adverse change in the financial or trading position or prospects of the Issuer since the date of its last annual financial statements
Responsibility:	The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information

Date

Time

24061897