



Replacement Product Disclosure Statement

Incorporating Fund Supplement

9 MAY 2022

ETFS Ultra Long Nasdaq 100 Hedge Fund ARSN: 636 516 320

ISSUER AND RESPONSIBLE ENTITY:
ETFS MANAGEMENT (AUS) LIMITED ACN 150 433 828 AFSL NO. 466778

Important Information

IMPORTANT NOTICE TO RECIPIENT

ABOUT THIS DOCUMENT

This Replacement Product Disclosure Statement (“PDS”) is dated 9 May 2022 and has been prepared by ETFS Management (AUS) Limited ACN 150 433 828 AFSL number 466778 (“ETFS”) or (the “Responsible Entity”) who is responsible for its content.

This PDS sets out information and is an offer document for the ETFS Ultra Long Nasdaq 100 Hedge Fund (the “Fund”). The Fund is a registered managed investment scheme and a copy of this PDS has been filed with the Australian Securities and Investments Commission (“ASIC”).

Investments in Units in the Fund are subject to investment risk, including possible delays in repayment and loss of income and principal invested. Neither ETFS, ETFS Capital Limited nor any other member of the ETFS Group guarantees the performance of any products issued by ETFS or the repayment of capital or any particular rate of return therefrom. The Index was not created by and is not managed by a Related Body Corporate of the Responsible Entity.

As at the date of this document units in the Fund are quoted for trading on the ASX under the AQUA Rules. A copy of this PDS has been lodged with both ASIC and ASX. No responsibility as to the contents of this PDS is taken by ASIC or ASX.

ABOUT THE OFFER

Creation Requests for Units of the Fund are only available to Authorised Participants who have been authorised as ‘trading participants’ under the ASX Operating Rules. The offer contained within this PDS is therefore made to Authorised Participants only.

Any other investors may not apply for Units in the Fund via this PDS, however Units can be purchased in the secondary market on the ASX via a broker, investment advisor or ASX participant. Although non-Authorised Participants cannot submit Creation Requests under this PDS, the PDS may be used for information purposes.

This PDS does not constitute an offer or invitation in relation to the Fund in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this PDS may be restricted by laws of places where it is distributed and therefore persons into whose possession this PDS comes (including nominees, trustees or custodians) should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws. No cooling off period applies to investment in the Fund.

Information in this document is subject to change from time to time. To the extent that the change is not materially adverse to Holders, it may be updated by the Responsible Entity posting a notice of the change on its website at www.etfsecurities.com.au. In addition, any

material updates will also be notified to Holders through the Market Announcements Platform on the ASX. The Responsible Entity will provide to Holders, free of charge, a paper copy of the updated information upon request. Please refer to the “Corporate Directory” at Section 13 of this PDS for contact details of the Responsible Entity.

CONTINUOUS OFFER NOTICE

The Offer (being the invitation made to Authorised Participants under this PDS) is a continuous offer made during the term of this PDS. Authorised Participants may only apply for Units totalling at least one Creation Unit.

As a disclosing entity, the Fund is subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at, an ASIC office. People have the right to obtain a copy of the following documents during the application period for the PDS:

- > the annual financial report most recently lodged with ASIC by the Fund (if any);
- > any half-year financial report lodged with ASIC by the Fund after lodgement of that annual financial report; and
- > any continuous disclosure notices given by the Fund after the lodgement of that annual financial report.

Such information may be obtained from, or inspected at, an ASIC office and shall also be available for download free of charge from the Responsible Entity’s website www.etfsecurities.com.au. Upon request, the Fund shall also make a hard copy of the documents available free of charge to anyone who asks during the application period for the PDS.

AQUA MARKET ON THE ASX

As at the date of this document units in the Fund are quoted for trading on the ASX under the AQUA Rules. The AQUA Rules form part of the ASX Operating Rules. The Units will not be listed on the ASX under the ASX Listing Rules.

The AQUA Rules have been designed to offer greater flexibility and are specifically designed for managed funds, exchange-traded funds, and structured products.

Since an investor may be more familiar with the ASX Listing Rules, it is important they familiarise themselves with the main differences between the AQUA Rules and the ASX Listing Rules.

AQUA Rules: fundamental difference

The key distinction between products admitted under the ASX Listing Rules and those quoted under the AQUA Rules is the level of control and influence that an issuer has over the value of the underlying assets of the entity.

Under the ASX Listing Rules, listed equity securities typically reflect the value of the business operated by the issuer. By contrast, the value of a product quoted on AQUA typically reflects the performance of the underlying assets.

Key specific differences between the ASX Listing Rules and the AQUA Rules

Due to the different nature of shares quoted under the ASX Listing Rules and AQUA Products quoted under the AQUA Rules, the requirements relating to AQUA Products differ from those relating to products listed under the ASX Listing Rules. The key differences for AQUA Products are as follows:

1. Continuous disclosure – the continuous disclosure requirements for AQUA Product issuers are different to those under the ASX Listing Rules because of the nature and regulation of the underlying asset. There is a requirement under the AQUA Rules that an AQUA Product issuer provide the ASX with any information the non-disclosure of which may lead to the establishment of a false market in the products or which would materially affect the price of its products. The Fund must also disclose information about net tangible assets or net asset value, dividends and distributions to the ASX and must make disclosure to the ASX and market participants using the Market Announcements Platform of the ASX at the same time information is disclosed to ASIC. The Responsible Entity also intends to post any such information on its website www.etfsecurities.com.au at the same time.
2. Periodic disclosure – AQUA Product issuers are not required to disclose half yearly and annual financial information or annual reports to the ASX. However, periodic financial reports relating to the AQUA Product must be disclosed to the ASX at the same time they are lodged with ASIC under Chapter 2M of the Corporations Act.
3. Spread requirements – The requirements under the ASX Listing Rules that issuers satisfy certain minimum spread requirements (i.e. a minimum number of Holders each having a minimum parcel size) do not apply to AQUA Products. Under the AQUA Rules, unless and until a suitable spread of Holders is achieved, an AQUA Product issuer must ensure a bid/ask spread and volume requirement is maintained for the AQUA Product on the ASX, generally through the appointment of a market maker, or must have in place other arrangements which meet ASX's requirements for providing liquidity.
4. Corporate control – the ASX requirements in relation to matters such as takeover bids, share buy-backs, change of capital, new issues, restricted securities, disclosure of directors' interests and substantial holdings are not relevant and do not apply to AQUA Products. The Responsible Entity and the Fund is subject to general Corporations Act requirements in respect of some of these matters in some circumstances. Unlike the responsible entity of a managed investment scheme listed under the Listing Rules, the Responsible Entity can only be replaced by a resolution passed by the votes of at least 50% of all the votes eligible to be cast.

The Corporations Act provisions that apply to takeovers and substantial shareholding requirements

for listed managed investment schemes do not apply to AQUA Products.

5. Related party transactions – ASX requirements relating to transactions between an entity and persons in a position to influence the entity, do not apply to AQUA Products. However, Corporations Act requirements (i.e. Chapter 2E) applicable to public companies will still apply to the issuer.
6. Auditor rotation obligations – AQUA Product issuers, including the Responsible Entity and The Fund, will not be subject to the requirements in Division 5 of Part 2M.4 of the Corporations Act in relation to auditor rotation, however the Responsible Entity is required to undertake an independent audit of the compliance plan for the Fund.

More information about the AQUA Rules is available from the ASX's website: www.asx.com.au.

DISCLAIMERS

It is impossible in a document of this type to take into account the investment objectives, financial situation and particular needs of each potential investor.

Accordingly, nothing in this PDS is a recommendation by the Responsible Entity, or any other person, concerning investments in the Units. Potential investors should not rely on this PDS as the sole basis for any investment decision and should seek independent professional investment and taxation advice before making a decision whether to invest in the Units. Prospective investors should read the entire PDS before making any decisions to invest in the Units. If prospective investors have any doubt as to their course of action they should consult their stockbroker, solicitor, accountant or other professional adviser.

This PDS has been prepared by ETF Management (AUS) Limited from sources which ETF Management (AUS) Limited believes to be correct. However, none of ETF Management (AUS) Limited nor any other member of the ETF Management (AUS) Limited or ETF Capital Group of companies, nor any of their employees or agents make any representation or warranty as to or assume any responsibility or liability for the accuracy or completeness of, or any errors or omissions in, any information, statement or opinion contained in this PDS or in any accompanying, previous or subsequent material or presentation. To the maximum extent permitted by law, ETF Management (AUS) Limited and each of those persons disclaim all and any responsibility or liability for any loss or damage which may be suffered by any person relying upon any information contained in, or any omissions from, this PDS.

Prospective investors should particularly read and carefully consider Section 4 (*Investment Objectives and Strategy of the Fund*) and Section 5 (*Risks*) of this PDS before making a decision whether or not to acquire Units. The Fund uses leverage to achieve its investment objectives, which increases the risk to investors of losing capital they have invested.

Important Information

SELLING RESTRICTIONS

NEW ZEALAND

This PDS does not contain all of the information typically included in a PDS and register entry under the FMCA. This offer is not intended to be a “regulated offer” and is made in New Zealand only to, and may only be accepted by, persons in New Zealand who are “wholesale investors” under clause 3(2) or 3(3)(a) of Schedule 1 of the FMCA, or who are otherwise not required to receive disclosure under Part 3 of the FMCA (New Zealand). Those persons not familiar with the provisions of the FMCA (New Zealand), or who require further assistance and / or information, should consult their professional adviser.

SINGAPORE

This PDS has not been registered as a prospectus with the Monetary Authority of Singapore. This PDS and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Units may not be circulated or distributed, nor may the Units be

offered or sold, or be made the subject of any invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except to an institutional investor as defined in the Securities and Futures Act, Cap. 289 (the “Act”), or otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the Act.

UNITED STATES

This PDS and the Units offered under this PDS have not been and will not be registered under the U.S. Securities Act of 1933, as amended or any US state or other securities laws. Accordingly, the Units offered in this PDS may not be granted to or taken up by, and the Units may not be offered or sold to, any person that is in the United States or that is, or is acting for the account or benefit of, a US person.

DEFINED TERMS

Certain terms used in this PDS are defined in Section 12 (*Glossary*). This PDS should be read in conjunction with these defined terms.

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1. Key Features

1.1 OVERVIEW

The Fund is a registered managed investment scheme which intends to have its Units quoted on the ASX under the AQUA Rules. The Fund is a managed fund which aims to provide investors with geared returns that are positively related with the performance of a published index (an “**Index**”). Details of the amount of gearing, and Index in respect of the Fund are set out in the Fund Supplement.

The following table summarises the key features of the Fund offered in this PDS. Any decision to invest in the Units of the Fund should be based upon the PDS in its entirety and investors should seek professional advice before making any decision with respect to an investment in the Fund.

KEY FEATURES OF THE FUND

Fund Name	ETFS Ultra Long Nasdaq 100 Hedge Fund
Responsible Entity	ETFS Management (AUS) Limited is the Responsible Entity and trustee of the Fund and the issuer of this PDS.
Investment Objective	<p>The investment objective of the Fund is to provide investors with geared returns (before fees and expenses), that are positively related with, and significantly magnified against the performance of the Nasdaq 100 Index (the “Index”).</p> <p>In other words:</p> <p>(a) when the Index moves up, it is anticipated the Fund will generate positive returns of a greater magnitude than the upward movement of the Index; and</p> <p>(b) when the Index moves down, it is anticipated the Fund will generate negative returns of a greater magnitude than the downward movement of the Index.</p> <p>The magnitude by which the returns generated by the Fund from time to time are greater than, or less than the movement in the Index, will depend primarily upon the leverage applied during the time in which the returns are calculated (which leverage will be within the Target Range).</p> <p>No significant change to the investment objective will be made unless such change is approved by a resolution of Holders representing at least 75% of votes cast.</p>
Investment Type	A unit trust managed investment scheme. Units in the Fund (“ Units ”) will be able to be traded on the AQUA market of the ASX. The issue of Units is covered by the Responsible Entity’s Australian financial services licence.
Amount of Gearing	<p>The Fund provides a degree of gearing or leverage, which magnifies returns. The amount of gearing is specified in the Fund Supplement for the Fund and is presented as a target range.</p> <p>The Fund’s exposure to the Index will be managed by the Responsible Entity to ensure that it stays within the Target Range on any given day, before accounting for fees and expenses.</p> <p>The Target Range for the Fund varies from a minimum of 200% to a maximum of 275%.</p>
Type of Gearing	<p>The Fund will deploy gearing via the use of derivatives in order to implement its investment strategy.</p> <p>Gearing can be achieved through derivatives because derivatives generally require relatively small upfront investment to gain market exposure in excess of the amount of the upfront investment.</p> <p>The Fund may also enter into short term overdrafts for cash management purposes only. These overdrafts are not expected to be of a material size. The Fund does not intend to use any cash borrowings to achieve leverage as part of the Fund’s investment strategy.</p>
Investment Strategy	<p>The Fund will attempt to meet its investment objective primarily by investing its assets in a portfolio of long futures contracts to achieve geared exposure to the Index within the Target Range. The Fund may also hold securities, cash and cash equivalents from time to time.</p> <p>To assist investors, the Fund’s full portfolio holdings will be published on a daily basis on www.etfsecurities.com.au at the same time that Authorised Participants and market makers are provided with portfolio composition files.</p>

Investment Strategy (continued)	<p>The Fund will hold a range of investments, including derivative contracts, to achieve its investment objectives. These may include:</p> <ul style="list-style-type: none"> > listed futures contracts traded on major global exchanges; > cash or short term deposits; > overdraft or borrowing facilities (short term overdrafts for cash management purposes only); > securities; > Exchange traded funds (“ETFs”) offering similar exposures to that of the Fund; and > options, swaps or forward contracts that offer exposure to the Index or assist with currency hedging, where applicable. <p>The Fund will not engage in securities lending.</p>
Currency Exposure	<p>The Index for the Fund is denominated in U.S. dollars and the Australian dollar value of the gains or losses achieved by the Fund will be affected by exchange rate movements.</p> <p>The Responsible Entity intends to hedge such currency exposure by a combination of managing the currency of denomination of its cash positions and entering into foreign exchange derivative contracts, such as forward contracts. Details of whether or not the Fund is currency hedged are set out in the Fund Supplement.</p> <p>Where currency hedging is applied, the hedging approach seeks to reduce the impact of currency movements on Fund returns, but it does not necessarily eliminate the Fund’s exposure to currency movements</p>
Net Asset Value (NAV)	<p>The Net Asset Value for the Fund shall be determined by the Responsible Entity at the Valuation Time on each Dealing Day (or at such other time as the Responsible Entity may determine) by valuing the assets of the Fund and deducting the Liabilities of the Fund (including, without limitation, management costs). Please refer to Section 7 (<i>Valuation and Unit Pricing</i>) for more detail.</p>
Fees and Expenses	<p>Fees and expenses that an investor may be charged include:</p> <p>Creation Fee</p> <p>Authorised Participants will be charged a fee by the Responsible Entity for each Creation Request equal to \$550 inclusive of GST regardless of the size of the Creation Request. The applicable Creation Fee for the Fund is set out in the Fund Supplement.</p> <p>Redemption Fee</p> <p>Authorised Participants will be charged a fee by the Responsible Entity for each Redemption Request equal to \$550 inclusive of GST regardless of the number of Units being redeemed. The applicable Redemption Fee for the Fund is set out in the Fund Supplement.</p> <p>Management Costs</p> <p>The Management Costs of the Fund will be equal to 1.00% of the Net Asset Value of the Fund inclusive of GST and net of any reduced input tax credits available to the Fund. The Management Costs are made up of a Management Fee, recoverable expenses (where applicable) and indirect costs (where applicable). The Management Costs applicable for the Fund are set out in the Fund Supplement. You may also incur Transactional Costs or, you may be charged a brokerage or commission when buying and selling units through a broker and/or on the ASX. Please refer to your broker for further details on their fees and charges.</p> <p>Please refer to Section 8 (<i>Fees and Expenses</i>) for more detail.</p>
Trading in Units of the Fund	<p>As at the date of this document an application has been made for Units in the Fund to be quoted on the AQUA market of the ASX. It is expected that most investors will buy and sell their Units through trading on this secondary market where they can be bought and sold like any other stocks. Investment in Units through transactions on the ASX are not governed by the terms of this PDS.</p> <p>Creation Requests and Redemption Requests made directly to the Fund may generally only be made by Authorised Participants.</p>

1. Key Features

<p>Creations</p>	<p>The offer of Units in the Fund under this PDS is made to Authorised Participants only and only Authorised Participants may apply to the Fund for Units.</p> <p>Creation Requests for Units may be submitted on any Dealing Day during the term of this PDS. Creation Requests will be settled by the Authorised Participants delivering cash to the Responsible Entity.</p> <p>Authorised Participants may submit Creation Requests in respect of whole multiples of Creation Units. In respect of the Fund, the Creation Unit is a number of Units of the Fund as set out in the Fund Supplement.</p> <p>The Responsible Entity may reject any Creation Request in its discretion.</p>
<p>Redemptions</p>	<p>Generally, only Authorised Participants who are Australian residents may submit Redemption Requests in respect of some or all of their holdings in the Fund.</p> <p>Redemption Requests will be settled by the Authorised Participant delivering the relevant Units in return for delivery by the Fund of cash.</p> <p>Please refer to Section 6 (<i>Trading of Units</i>) for more detail.</p>
<p>Distributions</p>	<p>To the extent that there is any income received by the Fund, it is expected that it will be distributed to Holders as set out in the Fund Supplement. There is no guarantee that the Fund will make any distributions.</p> <p>Holders can choose to have their distributions paid directly into a nominated bank account in cash (via electronic funds transfer) or participate in the Distribution Reinvestment Plan.</p> <p>Further information in respect of distributions is set out in Section 9 (<i>Distributions</i>) of this PDS.</p>
<p>Distribution Reinvestment Plan</p>	<p>A Distribution Reinvestment Plan is available to eligible Holders. Participation in the Distribution Reinvestment Plan is subject to the rules of the Distribution Reinvestment Plan policy document available from the Responsible Entity's website www.etfsecurities.com.au. Pursuant to the Distribution Reinvestment Plan all distributions made to a Holder in respect of the Fund are reinvested in additional Units in the Fund. Partial reinvestment will not be available.</p>
<p>Key Risks</p>	<p>Past performance is not an indication of future performance and the investment performance of the Units could be volatile. An investment in the Units involves a significant degree of risk. The following are just some of the risk factors which should be carefully considered by prospective investors before deciding whether to invest in the Units.</p> <p>Factors affecting the performance of Indices may adversely affect the value of Units including:</p> <p>Gearing Risk – the Fund will use gearing through the use of derivatives as a key element of its investment strategy. Gearing magnifies and increases the volatility of both gains and losses from the Fund's investments. An investment in the Fund will therefore be riskier than a theoretical ungeared investment in the Index.</p> <ul style="list-style-type: none"> > Market Risk – the performance of the Fund's investments are dependent upon the macroeconomic factors relating to the shares or other components that comprise the Index; > Derivative Risk – derivatives will be used in the Fund for the purpose of achieving exposures consistent with the Fund's investment objectives. The primary risks associated with the use of such derivative contracts are: <ul style="list-style-type: none"> – the possibility that derivate contracts are difficult to value or that the changes in their value does not correspond to the anticipated change in value; – the potential that derivative contracts are difficult or costly to exit or lack liquidity; – the potential that the Fund may face margin or collateral obligations that limit its ability to achieve its investment objective; – the potential that counterparties to the Fund fail to meet their contractual obligations, resulting in losses to the Fund; and – the possibility that electronic systems on which such derivatives are traded are subject to failure.

Key Risks (continued)	<ul style="list-style-type: none"> > Differing Returns – the return generated on the Units may not reflect the return an investor would realise if he or she actually owned the relevant shares or other components comprising the Index; > Index Event Risk – there may be adjustments to the Index due to certain events. The Index methodology may change, the Index may be suspended or cancelled or the Responsible Entity’s license to use the Index may be terminated; > Index Tracking Correlation Risk – the Fund performance may not correlate to the performance of the Index; > Traded Price vs Net Asset Value – in some circumstances the price of Units traded on the ASX may trade at a discount or premium to its Net Asset Value; > Liquidity Risk – although it is expected the Units will be admitted to trading status on the AQUA market of the ASX there is no guarantee that there will be a liquid market for the Units. Furthermore, in certain circumstances the ASX may suspend trading of the Units or remove the Units from quotation on the AQUA market. There are also certain circumstances where the Responsible Entity may limit, reject, scale or delay redemptions; > Regulatory Risk – changes in regulations or laws may adversely affect the performance of the Fund or the ability of the Fund to continue to meet its investment objectives. Similarly, changes in taxation regulations or laws may impact the after-tax returns of the Fund; > Operational Risk – the occurrence of operational risk events such as system break downs or operational failures may impact the day to day operations of the Fund; > Redemption Risk – there are certain circumstances in which an early redemption of Units may be imposed on investors, which may result in an investment in Units being redeemed earlier than desired. There are also certain circumstances where the Responsible Entity may limit, reject, scale or delay redemptions. Please see Sections 6.10 (<i>Compulsory Redemption</i>) and 10.2(a) (<i>Trust Deed of the Fund</i>) for more information; and > Counterparty Credit Risk – where the Fund is owed obligations by third parties under derivatives or other contractual relationships, a failure by the relevant counterparty to perform their obligations may impact that Fund. <p>This is not an exhaustive list of risks in the relation to an investment in Units. Prospective investors should read Section 5 (<i>Risks</i>) of this PDS in relation to the risks of an investment in Units and consider the specific and general risks of an investment in Units. Prospective investors should also consult with their financial adviser prior to making any investment.</p>
Reporting	Information relating to the Fund including its Net Asset Value and the performance of the Index will be published on the website of the Responsible Entity at www.etfsecurities.com.au .
Registrar	Computershare Investor Services Pty Limited will maintain the Register of the Units of the Fund in Sydney.
Transaction Documents	<p>The documents which, in addition to this PDS, set out the terms and conditions relating to the Fund comprise:</p> <ul style="list-style-type: none"> > the Trust Deed; > the Custodian Agreement; > the Registrar Agreement; and > the Master Services Agreement. <p>Please refer to Sections 6.10 (<i>Compulsory Redemption</i>) and 10.2 for a Summary of Material Documents.</p>

1. Key Features

1.2 DISCLOSURE BENCHMARKS & DISCLOSURE PRINCIPLES

This section of the PDS addresses ASIC's benchmarks and disclosure principles for hedge funds and provides references to other sections of the PDS where you can find further information. This information is intended to assist you in making an informed decision about investing in the Fund. You should read the entire PDS for full details before deciding whether to invest in the Fund.

Disclosure Benchmarks

BENCHMARK	DESCRIPTION	DISCLOSURE SUMMARY	SECTION FOR FURTHER INFORMATION
Valuation of Assets	This benchmark addresses whether valuations of any non-exchange traded assets are provided by an independent administrator or an independent valuation provider	The Fund meets this benchmark. The Fund will invest in only exchange traded assets along with cash or cash equivalents. The Responsible Entity has appointed The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch as the Administrator of the Fund. The Administrator's role is to calculate the Net Asset Value per Unit of the Fund as detailed in section 7.	7
Periodic Reporting	This benchmark addresses whether the Responsible Entity will provide periodic disclosure to investors of certain key information	The Fund meets this benchmark. The Responsible Entity provides periodic reporting as detailed in section 2.11.	2.11

Disclosure Principles

PRINCIPLE	DISCLOSURE SUMMARY	SECTION FOR FURTHER INFORMATION
Investment Strategy	The Fund seeks to meet its investment objective by investing in a portfolio of derivative instruments, primarily futures contracts, to achieve a geared exposure to the Index within the stated Target Range. The Fund may also invest in securities, cash and cash equivalents from time to time. For more information about the Fund's investment strategy see section 4.2.	4.2
Investment Manager	The Responsible Entity's Co-Heads of Portfolio Management, Cliff Man and Evan Metcalf are responsible for managing the Fund's investments in a manner consistent with the Fund's investment strategy. Mr Man and Mr Metcalf have adequate qualifications and experience in ETF portfolio management and the use of derivatives to perform this role. For more information about the Fund's Co-Heads of Portfolio Management see section 3.1.	3.1

Fund structure	<p>The Fund is an Australian registered managed investment scheme structured as a unit trust. Units in the Fund will be able to be traded on the AQUA market of the ASX.</p> <p>The Responsible Entity has engaged KPMG as auditor of the Fund.</p> <p>The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch has been appointed as the Custodian of the assets of the Fund under the Custodian Agreement and as Administrator of the Fund under the Master Services Agreement.</p> <p>The Custodian provides custodial services to the Responsible Entities including the holding of the assets of the Fund.</p> <p>The Administrator will perform certain administrative, accounting, and other services to the Fund, subject to the overall supervision of the Responsible Entity.</p> <p>Computershare Investor Services Pty Limited act as Registrar of the Fund and maintains the Register in Sydney, Australia.</p> <p>The Responsible Entity monitors the performance of its service providers to ensure that they comply with their service obligations. For more information about the key service providers to the Fund see section 10.1. For information about the risks associated with the Fund's structure see section 5.</p>	2.18 10 5
Valuation, location and custody of assets	<p>In determining the Net Asset Value of the Fund and the Net Asset Value per Unit of the Fund, the Administrator will follow the valuation policy as set out in section 7.4.</p> <p>For the purpose of calculating the Net Asset Value of the Fund, the Administrator shall rely on financial data furnished to it by the Responsible Entity, market makers and/or independent third party pricing services. The Administrator may also use and rely on industry standard financial models in pricing any of the Fund's securities or other assets.</p> <p>If and to the extent that the Responsible Entity is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value of the Fund.</p> <p>The valuation methods applied by the Responsible Entity to value the Fund's assets and liabilities are consistent with applicable industry standards and result in Net Asset Value per Unit calculations that are independently verifiable. The Responsible Entity's Unit Pricing Policy contains further information about how it calculates the Net Asset Value per Unit.</p>	1 4.2 7.4 10
Liquidity	<p>The Responsible Entity intends to invest primarily in listed futures contracts, which are highly liquid assets. It is intended that other assets or securities held by the Fund are also highly liquid.</p> <p>The Responsible Entity has appointed a market maker with the intention of providing secondary market liquidity to investors in the Fund.</p> <p>The Responsible Entity can expect to realise substantially all of the Fund's assets at the most recent value ascribed to those assets when calculating the Fund's Net Asset Value within 10 days.</p> <p>For information about the Fund's liquidity related risks see section 5.6.</p>	5.6

1. Key Features

<p>Leverage</p>	<p>The Fund will use leverage as a primary element of its investment strategy. Leverage, or gearing, will be achieved through the use of derivatives, including listed futures. Derivatives allow the Fund to achieve its exposure to the Index within its Target Range (between 200% and 275% of the Net Asset Value, being the maximum anticipated and allowed percentage) without borrowing. The Responsible Entity deposits cash or collateral to cover potential margin obligations in connection with the purchase of listed futures. From time-to-time the Fund may also purchase securities to assist with achieving exposure to the Index within its Target Range.</p> <p>Cash assets of the Fund are used as collateral where the Responsible Entity makes deposits to cover its listed futures related margin obligations.</p> <p>The Fund may also enter into short term overdrafts for cash management purposes only. These overdrafts are not expected to be of a material size. The Fund does not intend to use any cash borrowings to achieve leverage as part of the Fund's investment strategy.</p> <p>If an insolvency event occurs in relation to the Responsible Entity, the holder of the collateral, or any other relevant counterparty, then Fund assets used as collateral may be subject to claims by creditors and/or administrators of the insolvent entity.</p>	<p>1.1 5.1</p>
<p>Derivatives</p>	<p>The Responsible Entity intends to use exchange traded derivative contracts to obtain a geared exposure to the Index for investment purposes.</p> <p>The central counterparty for clearing the listed futures is set out in the Fund Supplement.</p> <p>For information about the risks associated with the use of derivatives see section 5.4</p>	<p>5.4</p>
<p>Withdrawals</p>	<p>Holders who are not Authorised Participants will generally realise their investment in Units in the secondary market on the AQUA market of the ASX.</p> <p>Unless otherwise agreed by the Responsible Entity, Units may only be redeemed in multiples of the Creation Unit, as specified in the Fund Supplement. This ability to redeem multiples of the Creation Unit may be limited in circumstances where the Fund becomes illiquid.</p> <p>All Holders who are not Authorised Participants may redeem their Units directly with the Fund in limited circumstances, including where there are no Authorised Participants, or where the Responsible Entity has determined that they may do so.</p> <p>For more information about withdrawals see section 6.4.</p>	<p>6.4</p>

2. Frequently Asked Questions

This section is intended to answer some of the questions which a prospective investor may have when considering an investment in the Fund. It is not intended to be a summary of or a complete description of the information contained in this PDS and an investment in Units should only be made after careful consideration of this PDS.

2.1 WHAT ARE UNITS IN THE FUND?

Units represent interests in the Fund. The Fund is a registered managed investment scheme and Units in the Fund represent an interest in its assets. Each Unit has a "Net Asset Value" which is the value of the assets of the Fund represented by each Unit.

2.2 WHAT IS THE AIM OF THE FUND?

The Fund aims to provide investors with geared returns that are positively related to the performance of the Index. The specific investment objective of the Fund and further information about the Index is set out in the Fund Supplement.

2.3 HOW DOES HOLDING A UNIT GIVE ECONOMIC EXPOSURE TO THE INDEX?

The Responsible Entity will hold derivatives, securities, cash and cash equivalents to endeavour to achieve the Fund's investment objective. The Responsible Entity also aims to reduce (but not eliminate) currency exposure by hedging the Fund's exchange rate risk. The Units give the investor economic exposure to those assets of the Fund and hence the underlying Index.

2.4 WHAT ARE THE SIGNIFICANT RISKS OF ACQUIRING A UNIT?

An investment in the Units involves a significant degree of risk. Past performance is not an indication of future performance and the investment performance of the Units could be volatile. The following are just some of the risk factors which should be carefully considered by prospective investors before deciding whether to invest in the Units.

Past performance is not an indication of future performance and the investment performance of the Units could be volatile. An investment in the Units involves a significant degree of risk. The following are just some of the risk factors which should be carefully considered by prospective investors before deciding whether to invest in the Units.

Factors affecting the performance of Indices may adversely affect the value of Units including:

> Gearing Risk – the Fund will use gearing through the use of derivatives as a key element of its investment strategy. Gearing magnifies and increases the volatility of both gains and losses from the Fund's investments. An investment in the Fund will therefore be riskier than a theoretical ungeared investment in the Index.

- > Market Risk – the performance of the Fund's investments are dependent upon the macroeconomic factors relating to the shares or other components that comprise the Index;
- > Derivatives Risk – derivatives will be used in the Fund for the purpose of achieving exposures consistent with the Fund's investment objectives. The primary risks associated with the use of such derivative contracts are:
 - the possibility that derivative contracts are difficult to value or that the changes in their value does not correspond to the anticipated change in value;
 - the potential that derivative contracts are difficult or costly to exit or lack liquidity;
 - the potential that the Fund may face margin or collateral obligations that limit its ability to achieve its investment objective;
 - the potential that counterparties to the Fund fail to meet their contractual obligations, resulting in losses to the Fund; and
 - the possibility that electronic systems on which such derivatives are traded are subject to failure.
- > Differing Returns – the return generated on the Units may not reflect the return an investor would realise if he or she actually owned the relevant shares or other components comprising the Index;
- > Index Event Risk – there may be adjustments to the Index due to certain events. The Index methodology may change, the Index may be suspended or cancelled or the Responsible Entity's license to use the Index may be terminated.
- > Index Tracking Risk – the return generated by the Fund may differ from the return anticipated due to, for example, fees payable by the Fund, trading restrictions or investment decisions made by the Responsible Entity;
- > Traded Price vs Net Asset Value – in some circumstances the price of Units traded on the ASX may trade at a discount or premium to its Net Asset Value;
- > Liquidity Risk – although it is expected the Units will be admitted to trading status on the AQUA market of the ASX there is no guarantee that there will be a liquid market for the Units. Furthermore, in certain circumstances the ASX may suspend trading of the Units or remove the Units from quotation on the AQUA market. There are also certain circumstances where the Responsible Entity may limit, reject, scale or delay redemptions;
- > Regulatory Risk – changes in regulations or laws may adversely affect the performance of the Fund or the ability of the Fund to continue to meet its investment objectives. Similarly, changes in taxation regulations or laws may impact the after-tax returns of the Fund;
- > Operational Risk – the occurrence of operational risk events such as system break downs or operational failures may impact the day to day operations of the Fund;

2. Frequently Asked Questions

- > Redemption Risk – there are certain circumstances in which an early redemption of Units may be imposed on investors, which may result in an investment in Units being redeemed earlier than desired. There are also certain circumstances where the Responsible Entity may limit, reject, scale or delay redemptions. Please see Sections 6.10 (*Compulsory Redemption*) and 10.2(a) (*Trust Deed of the Fund*) for more information; and
- > Counterparty Credit Risk – where the Fund is owed obligations by third parties under derivatives or other contractual relationships, a failure by the relevant counterparty to perform their obligations may impact that Fund.

This is not an exhaustive list of risks in the relation to an investment in Units. Prospective investors should read Section 5 (*Risks*) of this PDS in relation to the risks of an investment in Units and consider the specific and general risks of an investment in Units. Prospective investors should also consult with their financial adviser prior to making any investment.

2.5 HOW CAN I APPLY FOR UNITS?

The offer of Units in the Fund under this PDS is made to Authorised Participants only and only Authorised Participants may apply to the Fund for Units. Units may be created at any time during the term of this PDS.

2.6 WHAT IS AN AUTHORISED PARTICIPANT?

Authorised Participants are financial institutions which meet certain eligibility criteria and who have been appointed by the Responsible Entity. Authorised Participants may, but do not have to, act as market makers for the Units by buying and selling Units to and from investors either on exchange or in over the counter transactions.

2.7 IF I AM NOT AN AUTHORISED PARTICIPANT, HOW CAN I ACQUIRE UNITS?

An application has been made for Units in the Fund to be quoted on the AQUA market of the ASX. It is expected that most investors (other than Authorised Participants) will buy and sell their Units through trading on this secondary market where they can be bought and sold like any other securities.

You should note that your broker, investment advisor or ASX participant may charge you brokerage or other fees in relation to your transaction.

2.8 WHAT IS THE NET ASSET VALUE OF A UNIT?

The Net Asset Value per Unit is the value in AUD of the net assets of the Fund represented by each Unit. It is the value at which Units in the Fund will be issued to and redeemed from Authorised Participants.

The Net Asset Value per Unit is determined by the Responsible Entity on each ASX Trading Day (or at such other time as the Responsible Entity may determine) by valuing the assets of the Fund and deducting the Liabilities of the Fund (including, without limitation, any management costs), and dividing that amount by the number of Units in issue in the Fund. Please refer to Section 7 (*Valuation and Unit Pricing*) for further detail on the calculation of the Net Asset Value.

2.9 CAN I BUY UNITS AT THEIR NET ASSET VALUE ON THE ASX?

The cash value at which the Units will trade on exchange is expected to be close to the Net Asset Value per Unit but may not be exactly the same as the Net Asset Value per Unit, because the market on exchange is subject to factors beyond the value of the assets of the Fund.

The value of an investment in Units on the ASX will depend on the bid and offer prices quoted by market makers at the particular time an investor attempts to sell their Units. Any purchases of Units will generally be done at a “bid price” and any sales of Units will generally be done at an “offer price”. The bid and offer prices of a Unit will not match exactly the Net Asset Value per Unit because bid and offer prices also take account of other market conditions such as market liquidity (supply and demand) at the time that the investor is looking to buy or sell their Units.

You should also note the amount you receive in respect of any sales on the ASX will be net of any brokerage or other fees charged by your broker.

2.10 WHAT IS THE CURRENCY OF MY INVESTMENT?

The Net Asset Value of the Fund will be calculated in Australian Dollars (“AUD”) and the Units will trade on the AQUA market of the ASX in AUD. You should note that some assets of the Fund and the underlying Index may be denominated in a currency other than AUD. This means that the value of your investment in a Unit will be subject to fluctuations in foreign exchange rates. The Responsible Entity may hedge any risk in relation to exchange rate fluctuations for the Fund and this will be set out in the Fund Supplement.

2.11 WILL THE FUND PROVIDE REPORTING?

Information relating to the Fund including the Net Asset Value, and performance of the Units will be published on the website of the Responsible Entity at www.etfsecurities.com.au.

The Fund’s full portfolio holdings will be published on a daily basis on www.etfsecurities.com.au at the same time that Authorised Participants and market makers are provided with portfolio composition files. For more information on reporting, please see Section 10.10.

The following information will be made available to investors on a daily basis on the website of the Responsible Entity at www.etfsecurities.com.au:

- > the actual allocation to each asset type;
- > the net asset value of the Fund and the redemption value of a unit;
- > the monthly and annual investment returns since its inception;
- > the derivative counterparties engaged;
- > the leverage ratio (including leverage embedded in the assets of the fund, other than listed equities and bonds);
- > the portfolio holdings; and
- > the total percentage of notional derivative exposure of the Fund to the Net Asset Value.

The following further information will also be made available, at least monthly on the website of the Responsible Entity at www.etfsecurities.com.au:

- > any changes in the net return on the Fund's assets after fees, costs and taxes,
- > any material changes in the Fund's risk profile,
- > any material changes in the Fund's strategy,
- > any changes in individuals playing a key role in investment decisions or key service providers for the Fund.

The following further information will be made available on an annual basis to investors on the website of the Responsible Entity at www.etfsecurities.com.au:

- > the liquidity profile of the portfolio assets;
- > the maturity profile of the liabilities; and
- > any changes to the Fund's key service providers.

2.12 HOW DO I REALISE MY INVESTMENT IN UNITS?

As noted above, it is expected that any Holders who are not Authorised Participants will generally realise their investment in Units in the secondary market on the AQUA market of the ASX. Please note the above information in relation to pricing of such transactions on the ASX.

All Holders who are not Authorised Participants may redeem their Units directly with the Fund in limited circumstances, including where there are no Authorised Participants, or where the Responsible Entity has announced that they may do so.

2.13 WHAT FEES ARE PAYABLE IN RELATION TO MY INVESTMENT IN THE UNITS?

The fees and expenses are set out in Section 8 (*Fees and Expenses*) of this PDS.

2.14 CAN I LOSE ALL OF MY INITIAL INVESTMENT?

Yes, an investor may lose all of their initial investment. Please refer to Section 5 (*Risks*) for more information about the risks associated with the Units.

2.15 WHAT IS THE MINIMUM INVESTMENT?

Authorised Participants may only apply for Units totalling at least one Creation Unit.

2.16 WHAT ARE THE TAX CONSEQUENCES OF HOLDING A UNIT?

Please see Section 11 (*Taxation Considerations*) of this PDS for a general discussion of some of the significant tax consequences of acquiring a Unit. You should be aware the tax summary does not take into account an investor's specific circumstances. All investors should seek their own independent tax advice on the tax consequences of acquiring Units in the Fund having regard to the Fund's specific terms and the investor's individual circumstances.

2.17 WHO IS THE REGISTRAR?

Computershare Investor Services Pty Limited act as Registrar of the Fund and maintains the Register in Sydney, Australia.

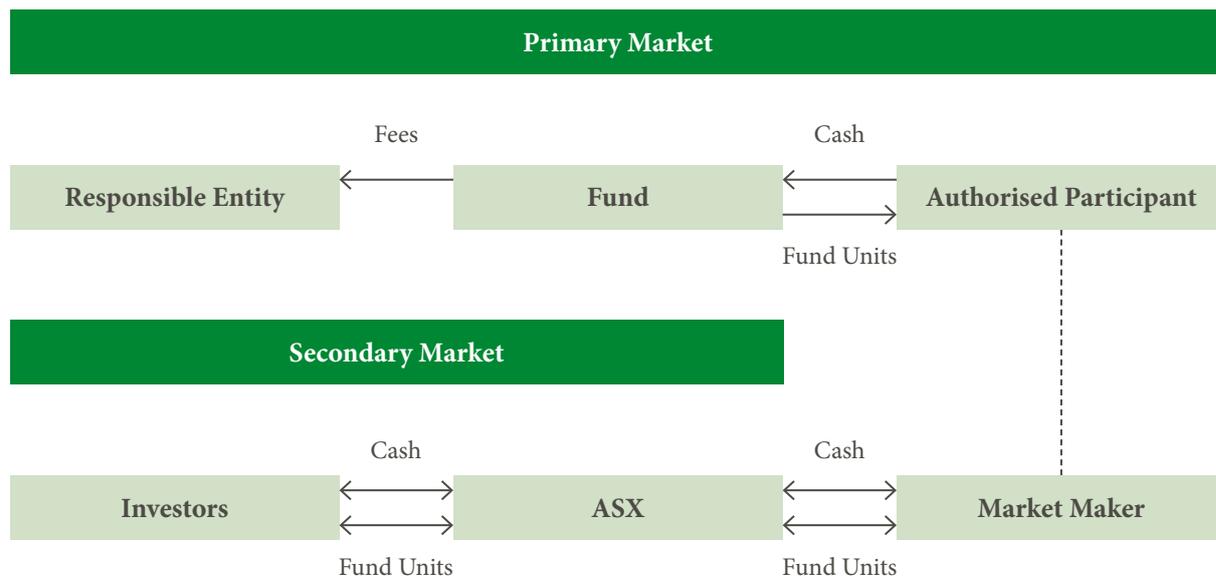
2.18 IS THERE A COOLING OFF PERIOD?

No cooling off period applies in relation to an investment in Units.

2. Frequently Asked Questions

2.19 FUND STRUCTURE

The following diagram shows how Units in the Fund are created by Authorised Participants in the primary market and offered for sale to investors in the secondary market:



3. About the Responsible Entity

3.1 ABOUT ETFS MANAGEMENT (AUS) LIMITED

ETFS Management (AUS) Limited (the “**Responsible Entity**”) is a company formed in the Commonwealth of Australia with ACN 150 433 828. The Responsible Entity holds an Australian financial service licence (AFSL No. 466778) and is regulated by ASIC.

The business purpose of ETFS Management (AUS) Limited is the establishment and management of an investment scheme platform to issue and offer exchange traded fund interests in Australia. These Units are quoted on the AQUA Market of the ASX.

The Responsible Entity is a wholly owned subsidiary of ETFS Capital Limited.

The Responsible Entity operates 25 managed investment schemes, including the Fund. The Responsible Entity draws on the experience and expertise from its parent company.

ETFS Capital Limited (“**ETFSC**”) is a Jersey company which was incorporated under the Companies (Jersey) Law 1991 on 20 August 2004 and prior to 8 May 2018 was named ETF Securities Limited. Its registered office is Ordnance House, 31 Pier Road, St Helier, Jersey, JE4 8PW, Channel Islands. ETFSC is the ultimate holding company of a group of companies which prior to the sale of its European and US businesses in April 2018 issued and provided management and other services to more than 300 exchange traded products similar to the Fund across Europe, Asia, Australia and the United States including 20 products currently listed on the ASX. Immediately prior to the sale of its European and US Businesses funds under management across all products issued or managed by the ETFS Capital Group totalled approximately US\$25 billion. The Responsible Entity has sufficient working capital to operate the Fund in accordance with this PDS.

The Directors of the Responsible Entity as at the date of this PDS are:

Graham Tuckwell

Mr. Tuckwell is the founder and chairman of ETF Securities Limited (now ETFS Capital Limited). Prior to the sale of the US and European businesses of ETF Securities in April 2018, Mr Tuckwell was director of ten other companies issuing exchange-traded commodities: Gold Bullion Securities Limited in Jersey, ETFS Metal Securities Australia Limited, ETFS Metal Securities Limited, ETFS Oil Securities Limited, ETFS Commodity Securities Limited, ETFS Foreign Exchange Limited, ETFS Hedged Commodity Securities Limited, Swiss Commodity Securities Limited, ETFS Hedged Metal Securities Limited and ETFS Equity Securities Limited. He was also a director of GO UCITS ETF Solutions plc and of its manager GO UCITS Management Limited in Ireland, a trustee of ETF Trust in the U.S., as well as the President and Chief Executive Officer of ETF Securities USA LLC. Assets under management immediately prior to the sale of those businesses were in excess of US\$25 billion. 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.

Dr. Vince FitzGerald

Dr. FitzGerald has been a Director of ACIL Allen Consulting Group Pty Ltd, an Australian consulting company in economics, public policy and economic and financial regulation. He has been a director of that company since April 2013. From 1989 to 2013 he was a director of a predecessor company – Allen Consulting Group Pty Ltd. Prior to that time, he was a senior government official in Canberra, his career involving assignments in the Treasury, Prime Minister and Cabinet, Finance (Deputy Secretary), Trade (Secretary) and Employment, Education and Training (Secretary). He is a well-known expert on the superannuation industry in Australia and is a superannuation fund trustee. He was, until April 2018, the President of the Board of Governors of the Australian National University Endowment for Excellence. He was a member of the Victorian State Council of the Australian Institute of Company Directors, and for a number of years until 2015 its President and a member of the Institute’s national board. He is a Fellow of the Institute of Public Administration, Australia. He was until July 2017 a director of The Conversation Media Group Limited. He was formerly a director of ING Australia Holdings Limited and Chairman of its Audit and Risk Management Committees. He was previously a director of ETF Securities Limited prior to the sale of its European and U.S. businesses in April 2018. He holds a Bachelor of Economics (First class Honours in Econometrics and a University Medal) from the University of Queensland, a PhD in Economics from Harvard University, an Honorary Doctorate of Law from Monash University and an Honorary Doctorate of Economics from the University of Queensland. Dr. FitzGerald was awarded an Officer of the Order in Australia in June 2016.

Kris Walesby

Mr. Walesby is the Chief Executive Officer and a director of ETFS Management (AUS) Limited. He has over 10 years’ experience in the ETF industry. Prior to joining ETFS Management (AUS) Limited, he was Head of Capital Markets for Invesco PowerShares covering Europe, the Middle East and Africa, with responsibility for all aspects of business development and distribution. From 2010 to 2014, Mr Walesby was the Global Head of Capital Markets for ETF Securities (UK) Limited with overall responsibility for the entire Capital Markets function including sell-side relationship management and development and buy-side sales support. Prior to that time, he worked at Blackrock and Deutsche Bank. He holds a Bachelor of

3. About the Responsible Entity

Science (Honours) in Management from the University of Manchester Institute of Science and Technology (UMIST) and a Masters of Science in Investment Management from Cass Business School.

The Co-Heads of Portfolio Management as at the date of this PDS are:

Evan Metcalf and Cliff Man

Cliff Man and Evan Metcalf are responsible for managing the Fund's investments in a manner consistent with the Fund's investment strategy. Mr Metcalf and Mr Man act as the co-lead managers of 10 ETFs listed on the ASX where they track different asset classes including equities,

commodities and currencies. They are responsible for all aspects of portfolio management including making investment decisions, cash management, securities dealing and handling corporate actions. Mr Metcalf is a Chartered Financial Analyst (CFA) Charter Holder, graduated with a Master of Science (Financial Mathematics) at Kings' College London, and a Bachelor of Commerce (Finance) with Honours and a Bachelor of Science (Mathematics), each from the University of New South Wales. Mr Man is a CFA Charter Holder and graduated with a Bachelor of Arts in Computing (Hons) from the Hong Kong Polytechnic University. Mr Metcalf and Mr Man devote all of their business time to implementing the investment strategy of the Fund and the Responsible Entity's other funds.

4. Investment Objectives and Strategy of the Fund

4.1 INVESTMENT OBJECTIVES OF THE FUND

The investment objective of the Fund is to provide investors with geared returns (before fees and expenses), that are positively related with, and significantly magnified against the performance of the Nasdaq 100 Index.

In other words:

- (a) when the Index moves down, it is anticipated the Fund will generate negative returns of a greater magnitude than the downward movement of the Index; and
- (b) when the Index moves up, it is anticipated the Fund will generate positive returns of a greater magnitude than the upward movement of the Index.

The magnitude by which the returns generated by the Fund from time to time are greater than, or less than the movement in the Index, will depend primarily upon the leverage applied during the time in which the returns are calculated (which leverage will be within the Target Range). No significant change to the investment objective will be made unless such change is approved by a resolution of Holders representing at least 75% of votes cast.

There is no guarantee that the returns provided by the Fund will meet this objective.

4.2 INVESTMENT STRATEGY

The Fund seeks to meet its investment objective by investing in a portfolio of securities, cash and cash equivalents and derivative instruments, while maintaining exposure within the Target Range.

The Fund will hold a range of investments, including derivative contracts, to achieve its investment objectives.

Target asset allocation ranges of the Fund are as follows:

ASSET TYPES THE FUND MAY HOLD	TARGET ASSET ALLOCATION RANGES OF THE FUND
Listed futures contracts	Up to 30% of the net asset value of the Fund*
Cash and short term deposits	In excess of 80% of the net asset value of the Fund
Overdraft or borrowing facilities	Up to 10% of the net asset value of the Fund (short term overdrafts for cash management purposes only)
Securities	Up to 80% of the net asset value of the Fund
ETFs offering similar exposures to the Index	Up to 20% of the net asset value of the Fund
Options, swaps or forward contracts	Up to 20% of the net asset value of the Fund**

** Note – whilst the Fund may invest up to 30% of the net asset value of the Fund in listed futures contracts, the risk to the Fund's capital at any point in time will be much higher, within the Target Range (200%–275% of NAV). Please refer to Section 5.1 for a worked example of this risk.

** Over the counter derivatives may be used by the Fund for currency hedging.

The above table illustrates target ranges only and the actual allocation of the Fund's assets may differ.

The Responsible Entity intends to make adjustments to the investments in the Fund on a regular basis with the aim of maintaining the Fund's exposure to the Index within the Target Range.

In selecting investments, the Responsible Entity does not take into account labour standards or environmental, social or ethical considerations in the selection, retention or realisation of an investment.

The Fund will hold derivative contracts (such as exchange traded futures and options) to achieve its investment objectives. Such derivatives will be used to provide gearing for the Fund. While the Fund is Australian domiciled, the Fund's exposure is expected to be predominantly United States based exchange traded futures, denominated in USD.

Cash balances may also be held in the Fund from time to time.

As at the date of this PDS, it is not the intention of the Responsible Entity that the Fund will engage in securities lending over its assets. If, in the future, the Responsible Entity wishes to engage in securities lending activity in connection with the assets of the Fund, Holders would be notified by way of an announcement through the ASX Market Announcements Platform giving at least 30 days' notice of such change in policy. A supplementary or new PDS would also be published.

All assets of the Fund will be held in segregated accounts with the Custodian. Further details relating to the Custodian can be found in Section 10 (*Additional Information*).

The assets of the Fund are expected to be located in Australia and in the United States.

Key dependencies underpinning the Fund's investment strategy include the accurate asset selection, weighting and timing of trades to accurately reflect movements in the Index, suitable availability, use and risk management of gearing in accordance with maintaining the Fund's exposure within its Target Range.

The Fund does not have specific diversification guidelines or limits, but does have target asset allocation ranges as noted in section 4.2.

The Fund may enter into short term overdrafts for cash management purposes only. These overdrafts are not expected to be of a material size. The Fund does not intend to use any cash borrowings to achieve leverage as part of the Fund's investment strategy.

It is anticipated that the Fund will hold notional derivative exposures that in aggregate relate to underlying assets valued at more than 10% of the net asset value of the Fund.

4. Investment Objectives and Strategy of the Fund

4.3 PERFORMANCE

Details of the performance of the Fund and how its performance compares to the performance of the Index will be published on the website of the Responsible Entity at: www.etfsecurities.com.au. Past performance data in respect of that Fund and is available and information relating to the past performance of the Indices can be found on the website of the Responsible Entity at: www.etfsecurities.com.au. Investors should note that past performance is not an indicator or guarantee of future performance of the Fund.

An investment in the Fund will involve a degree of financial and investment risk. Investors should carefully consider the risks in this Section, as well as the other

information contained in this PDS, before making an investment in the Fund. The key risks of an investment in the Fund are set out below. However, these are not the only risks and investors should speak to their financial, legal and tax advisers to determine if an investment in the Fund is appropriate for their particular circumstances and to understand the risks involved before investing.

The return of capital and the performance of the Fund is not guaranteed by any person or organisation, including the Responsible Entity or any entity within the ETFS Capital Group. Investors should be aware that there is no guarantee that the investment strategy used will meet the investment objectives of the Fund or that the process will not result in losses.

5. Risks

5.1 GEARING RISK

The Fund will use gearing through the use of derivatives as a key element of its investment strategy. Gearing magnifies and increases the volatility of both gains and losses from the Fund's investments. An investment in the Fund will therefore be riskier than a theoretical ungeared investment in the Index.

This table gives examples to illustrate the way in which a long exposure to futures contracts linked to the Index can impact investment gains and losses.

EXAMPLE – ETFS ULTRA LONG NASDAQ 100 HEDGE FUND		AMOUNT		INVESTMENT BALANCE OF \$50,000	
Exposure	200%	For every \$50,000 of investment, the Fund is exposed to \$100,000 notional of Nasdaq 100 futures contracts.			
Positive Case	Nasdaq 100 rises by 10%	Initial investment		\$50,000	
		Gain on futures position (10% × \$100,000)		\$10,000	
		Ending investment value		\$60,000	
		Return %		20.0%	
Negative Case	Nasdaq 100 falls by 10%	Initial investment		\$50,000	
		Loss on futures position (10% × 100,000)		-\$10,000	
		Ending investment value		\$40,000	
		Return %		-20.0%	

If the Nasdaq 100 Index were to fall by 50% or more over a short period of time, based upon an exposure of 200% the Fund's net asset position would approach nil, and may ultimately be nil. In circumstances such as these, it may be necessary for the Responsible Entity to compulsorily redeem investors, and terminate the Fund.

The Fund may also enter into short term overdrafts for cash management purposes only. These overdrafts are not expected to be of a material size. The Fund does not intend to use any cash borrowings to achieve leverage as part of the Fund's investment strategy.

5.2 REBALANCING AND COMPOUNDING RISK

The amount of leverage used by the Fund is expressed as a Target Range. The actual leverage applicable at any point in time will change due to the effects of market movements on the Fund's assets and decisions made by the Responsible Entity. The Responsible Entity will make adjustments to the Fund assets on an ongoing basis (known as 'rebalancing'), to maintain exposure to the Index within the Target Range.

This means the performance of an investment in the Fund is not likely to exactly replicate the Index return multiplied by the leverage/exposure over more than short periods of time, due to the effects of rebalancing, the effect of which is compounded over time. The worked example below illustrates the point:

EXAMPLE – ETFS ULTRA LONG NASDAQ 100 HEDGE FUND		AMOUNT		INVESTMENT BALANCE OF \$50,000	
Period 1					
Exposure	200%	For every \$50,000 of investment, the Fund is exposed to \$100,000 notional of Nasdaq 100 futures contracts.			
Negative Case	Nasdaq 100 falls by 10%	Initial investment		\$50,000	
		Loss on futures position (10% × \$100,000)		-\$10,000	
		Ending investment value		\$40,000	
		Return %		-20.0%	
At the end of Period 1, the Exposure has changed from 200% to 225% (being the \$90,000 remaining future position, divided by the \$40,000 ending investment value)					

5. Risks

EXAMPLE – ETFS ULTRA AMOUNT		INVESTMENT BALANCE OF \$50,000	
LONG NASDAQ 100 HEDGE FUND			
Period 2			
Exposure is reset/rebalanced to 200% by reducing the short position in Nasdaq 100 futures contracts from \$90,000 to \$80,000			
Exposure	200%	For every \$40,000 of investment, the Fund is exposed to \$80,000 notional of Nasdaq 100 futures contracts.	
Positive Case	Nasdaq 100 rises by 11.1% (back to its initial level prior to Period 1)	Initial investment (from above)	\$40,000
		Gain on futures position (11.1% × \$80,000)	\$8,880
		Ending investment value	\$48,880
		Period 2 Return %	+22.2%
Over the two periods combined:			
Nasdaq 100 return			0%
Return % (against initial investment of \$50,000)			-2.2%

In view of the above risk, an investment in the Fund should be actively managed and very closely monitored, as frequently as daily. Investors holding units should carefully consider whether they are prepared to be exposed to significant losses on their investment in the Fund.

It is important to note that an investment will not replicate or track the performance of the Index exactly, or even closely. The investment performance will depend primarily upon the general direction of the Index (up or down) and the amount of exposure to the Index (leverage) within the Target Range at any point in time, and will also depend on the path the Fund portfolio takes to achieve its returns, as shown in the worked example.

5.3 MARKET RISK

Market risk is the risk that the Net Asset Value of the Fund will fluctuate as a result of changes in the market prices of the securities held by that Fund and the financial markets as a whole. The return of the Fund may be adversely impacted by the performance of individual companies or securities, industry-wide events and overall market risk.

The performance of an Index and therefore of the Fund will also be affected by a number of market variables that change daily, such as, interest rates, dividend payments, currency developments, the trading liquidity of the constituent securities, prevailing and anticipated economic conditions, technological, legal or political conditions and other inter-related factors which affect the performance of markets.

The return of the Fund may be lower than a return generated for other investments or funds under similar market conditions.

5.4 DERIVATIVES RISK

Derivatives will be used in the Fund for the primary purpose of achieving exposures consistent with the Fund's investment objectives. The primary risks associated with the use of such derivative contracts are:

- > the possibility that derivative contracts are difficult to value or that the changes in their value does not correspond to the anticipated change in value;
- > the potential that derivative contracts are difficult or costly to exit or lack liquidity;
- > the potential that the Fund may face margin or collateral obligations that limit its ability to achieve its investment objective;
- > the potential that counterparties to the Fund fail to meet their contractual obligations, resulting in losses to the Fund; and
- > the possibility that electronic systems on which such derivatives are traded are subject to failure.

Please refer to section 5.15 for additional risks relating to the Fund's use of derivatives.

5.5 TRACKING RISK

At any time, the price at which Units of the Fund trade on the ASX may not reflect accurately the Net Asset Value of each such Unit. The Creation and Redemption procedures for Units and the role of market-makers are intended to minimise this potential difference or “tracking error”. However, the market price of Units of the Fund will be a function of supply and demand amongst investors wishing to buy and sell such Units and the bid-offer spread that market-makers are willing to quote for those Units.

5.6 LIQUIDITY RISK

Although it is expected that all of the Units of the Fund will be admitted to trading status on the AQUA market of the ASX, and a market maker has been appointed, there is no guarantee that there will be a liquid market for the Units. Investors are dependent on there being market makers making a market in Units or another appropriate arrangement to help maintain liquidity. If a market maker does not provide the market making services, the liquidity of the market for Units may be adversely affected. In these circumstances, the Responsible Entity will assume the obligations of a market maker and will seek to appoint another market maker.

Furthermore, in certain circumstances the ASX may suspend trading of the Units or remove the Units from quotation on the AQUA market, and the Responsible Entity may suspend Creations or Redemptions of the Fund in certain circumstances, which may or may not coincide with a trading suspension by the ASX. If during such a suspension those Units continue to trade on the AQUA market of the ASX, it is likely that the trading price for Units would differ from that Fund’s Net Asset Value.

5.7 RESPONSIBLE ENTITY RISK

There is a risk that the Fund could terminate, that fees and expenses could change or that the Responsible Entity could be replaced as responsible entity of the Fund. Further, operational risks which arise as a result of carrying on a funds management business require the Responsible Entity and its external service providers to implement sophisticated systems and procedures. Some of these systems and procedures are specific to the operation of the Fund, and inadequacies within these systems and procedures or the people operating them could lead to a problem with the Fund’s operation.

5.8 INDEX TRACKING RISK

Whilst the investment objective of the Fund is to provide geared returns (before fees and expenses) that correspond to the performance of the Index, the Fund is actively managed and there is no guarantee that the Fund will produce returns that correspond, or are similar to the Index. The Fund should not be expected to fully track the Index at all times as its performance will be impacted by, not only the performance of the assets held by that Fund, but also, for example, by the fees and expenses incurred by that Fund including the Management Fee, operating

expenses and the costs of buying and selling the assets held by that Fund, and the amount of leverage applied from time to time.

Additionally, if any abnormal expenses or liabilities are incurred by the Fund, the Net Asset Value will be reduced and that Fund’s ability to closely track the performance of the Index will be impacted.

5.9 INDEX EVENT RISK

An Index comprises a synthetic portfolio of shares or other assets and, as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares or other assets that comprise such Index, which may include interest rates and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.

An Index Provider can add, delete or substitute the components of any Index tracked by or make other methodological changes that could change the level of one or more components. The modification of components of any Index may affect the level of such Index, as a newly added component may perform significantly worse or better than the component it replaces, which in turn may affect the performance of the Fund. An Index Provider may also alter, discontinue or suspend calculation or dissemination of such Index.

The Index Provider will have no involvement in the offer and sale of Units in any Fund and will have no obligation to any investor in any Fund. An Index Provider may take any actions in respect of such Index without regard to the interests of the investors in the Fund, and any of these actions could adversely affect the market value of that Fund or the ability of the Responsible Entity to track the performance of the Index.

In the event that an Index Provider suspends or ceases to publish an Index, the Responsible Entity may, subject to any approvals required by the ASX Operating Rules, elect a successor Index Provider or successor Index in respect of the affected Fund. Any change in the composition or calculation of an Index or the designation of any successor Index or Index Provider may have an adverse effect on the Net Asset Value of the Fund.

5.10 INDEX SPECIFIC RISKS

Risk factors that are specific to an Index tracked by the Fund are detailed in the Fund Supplement.

5.11 CREDIT RISK

In the case that the Fund transacts in derivatives or holds cash on deposit with a financial institution, the Fund and the Holders in such Fund may be exposed to the credit risk of that financial institution. If that financial institution fails or becomes insolvent, the Fund may lose some or all of its investments.

5. Risks

Nothing in this PDS is, or may be relied upon as being, a representation as to any future event or a promise as to the future of the ability of any institution with which any Fund transacts to perform its obligations.

The Responsible Entity is not responsible for the credit worthiness of any financial institution with which it deals on behalf of the Fund. The Responsible Entity will undertake reasonable due diligence on any counterparties as part of its risk management and compliance system and will only transact with a counterparty where it meets the Responsible Entity's criteria, from time to time.

5.12 TAX RISK AND REGULATORY CHANGE RISK

The expected tax treatment of the Fund or an investment in the Fund may change as a result of changes in the applicable taxation and laws and interpretation of them and may impact the value of the Units of the Fund. A general summary of the treatment of the holding of Units is set out in Section 11 (*Taxation Considerations*).

We recommend that all investors seek independent advice before investing in the Fund. None of the Responsible Entity, ETFS (AUS) Pty Limited, nor any member of the ETFS Capital Group provides tax advice to investors and, does not take any responsibility for, the taxation implications in respect of an investment in the Fund.

The operation of the Fund and the offer of the Units and investments therein are subject to various laws and regulations which may change during the term of a Holder's investment.

5.13 CHANGE OF LAW RISK

No assurance can be given as to the impact of any possible individual decision or changes to those laws and regulators which could have a negative impact on an investor's return.

5.14 POTENTIAL CONFLICTS OF INTEREST

Members of the Responsible Entity's group of companies, the ETFS Capital Group or related entities may conduct transactions as principal or as agent in various financial instruments, including securities held by the Fund. These activities, trading activities or any other activities may affect (positively or negatively) the value of a security at any point in time.

Further, the Authorised Participants or their Affiliates also trade in various sectors of the equity markets.

These activities could give rise to conflicts of interest which are adverse to the interests of Holders and could have a negative impact on the Net Asset Value of the Units of the Fund which could result in a loss to Holders. For example, a market maker in a financial instrument linked to the performance of an Index or related indices may expect to hedge some or all of its position in that financial instrument. Purchase (or selling) activity in the components of an Index in order to hedge the market

maker's position in the financial instrument may affect the market price of the equities upon which the Index is based, which in turn would affect the value of that Index and the Net Asset Value of the Units of the Fund.

With respect to any of the activities described above, no company in the ETFS Capital Group, the Index Providers, the Authorised Participants or their respective Affiliates has any obligation to the Fund to take the needs of any buyers, sellers or Holders into consideration at any time.

5.15 COMPLIANCE WITH FATCA AND GENERAL REPORTING REQUIREMENTS

The U.S. Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the U.S. known as the Foreign Account Tax Compliance Act ("FATCA"). Under FATCA, a 30 per cent withholding tax may be imposed on payments of U.S. source income and certain payments of proceeds from the sale of property that could give rise to U.S. source income, unless the Responsible Entity complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect U.S. Holders issued by the Fund to the U.S. Internal Revenue Service ("IRS") or to the relevant Australian authority for onward transmission to the IRS. A Holder that fails to provide the required information to the Responsible Entity may be subject to the 30 per cent withholding tax with respect to any payments directly or indirectly attributable to U.S. sources and the Responsible Entity might be required to redeem any Units held by such Holder.

Although the Responsible Entity will attempt to satisfy any obligations imposed on it to avoid the imposition of this withholding tax, no assurances can be given that the Responsible Entity will be able to satisfy such obligations. If the Fund becomes subject to a withholding tax as a result of FATCA, the return on some or all Units issued by that Fund may be materially and adversely affected. In certain circumstances, the Responsible Entity may compulsorily redeem some or all of the Units held by one or more Holders and/or may reduce the redemption proceeds payable to any Holder.

Additional reporting requirements may apply to the Responsible Entity in the future, due to the Australian Government's implementation of the Common Reporting Standard ("CRS") from 1 July 2017. CRS is a single global standard for the collection, reporting and exchange of financial account information on foreign tax residents. It is broadly based on the U.S. specific FATCA reporting requirement, and may require the Responsible Entity to collect certain information from Holders.

5.16 USE OF DERIVATIVES

In addition to using derivatives to achieve exposures consistent with the Fund's investment objectives, the Fund may also utilise derivatives for broader efficiency of portfolio management and investment purposes from time to time when the Responsible Entity believes this to

be appropriate. There is, however, no assurance that the objective sought to be obtained from the use of derivatives will be achieved. While the prudent use of derivatives can be beneficial, derivatives also involve risks different from and, in certain cases, greater than the risks presented by more traditional investments.

Risks in using derivatives include lack of liquidity, dependence on the ability to predict movements in the prices of securities on which the derivatives are based, the risk of mispricing or improper valuation of derivatives and imperfect correlation between the price of a derivative and the prices of the corresponding securities.

Improper valuations can result in increased cash payment requirements to counterparties or a loss of value to the Fund. Consequently, the Responsible Entity's use of derivatives may not always be an effective means of, and sometimes could be counterproductive to, furthering the Fund's investment objective. To the extent that the Fund invests in derivatives, that Fund may take a credit risk with regard to parties with whom it trades and may bear the risk of settlement default. Over the counter derivatives may be used by the Fund for currency hedging. As noted in section 5.1, use of derivatives that are listed futures contracts will give rise to the risk of investment losses noted in that section.

Many derivatives are bilateral transactions where market prices may be less transparent, and terms are individually negotiated and may be less standardised than would be the case for an on-exchange transaction. The Responsible Entity may not always be able to find a counterparty that is prepared to contract on its preferred terms and may have to accept less favourable pricing or other terms. The ability to unwind such a transaction, and the price for so doing, may be subject to similar factors.

5.17 CURRENCY

Although the Fund is Australian domiciled, the Fund's exposure is expected to be predominantly United States based exchange traded futures, denominated in USD. Where Fund assets are denominated in a currency other than AUD, changes in the exchange rate between AUD and the currency of the asset may lead to a depreciation of the value of the Fund's investments as expressed in AUD.

Performance of the Fund may be strongly influenced by movements in foreign exchange rates.

5.18 LIMITED RECOURSE

Upon Redemption, the Holder only has recourse to the redemption price of the redeemable Unit which is payable by the Fund in the form of:

- (a) a specified basket of securities and cash; or
- (b) cash.

Should there be insufficient assets in the Fund, the Holder will have no recourse to any other assets or the Responsible Entity (except, in the case of the Responsible

Entity, to the extent that the shortfall is due to fraud, wilful default or negligence of the Responsible Entity).

5.19 COMPULSORY EARLY REDEMPTION OF UNITS

The Fund may, in certain circumstances, redeem all or a portion of a Holder's Units of a particular class or classes.

Circumstances which may result in the Fund redeeming a Holder's Units early, and the notice periods that apply to such redemptions are set out in Sections 6.10 and 10.2(a) (*Trust Deed of the Fund*) of this PDS. In these circumstances, the Fund will elect to redeem the outstanding Units.

Consequently, an investment in Units may be redeemed earlier than desired by a Holder.

5.20 PERFORMANCE BY THE FUND AND PARTIES TO MATERIAL CONTRACTS

The value of a Unit depends on the ability of the Responsible Entity to perform its obligations under the Trust Deed as well as the ability of various persons to perform their obligations under the material contracts summarised in Section 10.2 (*Summary of Material Documents*) of this PDS. These obligations are unsecured contractual obligations of the Fund or other third parties which will rank equally with other unsecured contractual obligations of these parties other than liabilities mandatorily preferred by law. Investors must make their own assessment of the ability of the Fund and any person involved in performing an obligation under the Transaction Documents in meeting their obligations concerning the Units.

5.21 ERRORS OR INACCURACIES IN AN INDEX

There is a risk that there may be inaccuracies, errors, omissions or mistakes in the compilation or calculation of the Index, which may result in significant deviations between the Net Asset Value and the Index. Examples of the types of errors which might occur include: the closing price of a constituent security of the Index on a given day not being accurately reflected in the Net Asset Value; a missed corporate event; a deviation from what is stated in the methodology document for the Index; and a late announcement in respect of a constituent security of the Index.

5.22 LICENCE TO USE THE INDEX MAY BE TERMINATED

The Responsible Entity has been granted a licence by the Index Provider to use the Index in connection with the operation, marketing and promotion of the Fund. There is a risk that the Fund may be terminated if the applicable Index Licence Agreement is terminated and the Responsible Entity is unable to identify or agree with the Index provider or any other index provider terms for the use of a suitable replacement index that gives, in the opinion

5. Risks

of the Responsible Entity, the same or substantially similar exposure as the Index. Investors should note that the ability of the Fund to track the Index depends on the continuation in force of the Index licence agreement in respect of the Index or a suitable replacement.

5.23 COUNTERPARTY CREDIT RISK

Where a Fund is owed obligations by third parties under derivatives or other contractual relationships, a failure by the relevant counterparty to perform their obligations may impact that Fund.

This is not an exhaustive list of risks in the relation to an investment in Units. Prospective investors should consult with their financial adviser prior to making any investment and consider how an investment in Units may fit into their own portfolio in light of their objectives, circumstances and needs.

6. Trading of Units

6.1 OVERVIEW

An application for Units (a “**Creation Request**”) or a request to redeem Units (a “**Redemption Request**”) may only be made by an Authorised Participant and may only be made in integer multiples of Creation Units. Redemptions are generally further restricted to Authorised Participants who are resident in Australia.

Creations and Redemptions are offered in exchange for cash only. In specie Creations and Redemptions are not permitted by the Responsible Entity.

Please refer to Section 10 (*Additional Information*) for further information on the roles and responsibilities of Authorised Participants and how to become an Authorised Participant.

Other investors may purchase or sell Units on the ASX through their broker.

6.2 SUBMISSION OF CREATION REQUESTS AND REDEMPTION REQUESTS

Creation Requests and Redemption Requests in respect of the Fund must be made by the relevant Dealing Deadline for that Fund on any Dealing Day for processing that day. Requests submitted after that time or otherwise than on a Dealing Day will be processed on the following Dealing Day. The date of processing of the Creation Requests and Redemption Requests is known as the Effective Date.

The System

The Responsible Entity has implemented a system (the “**System**”) for enabling Authorised Participants to make Creation Requests and Redemption Requests by means of a secure website and has agreed terms and provisions with the Authorised Participants to enable use of such System in substitution for the lodging of forms.

It is expected that all Creations and Redemptions will be requested using the System.

In the event of a failure in the System, Creations and Redemptions may be requested using the forms and notices described below.

Forms

When the System is not in use, as notified to Authorised Participants by the Responsible Entity, Creation Requests and Redemption Requests must be submitted through the use of paper forms in such form as provided by the Responsible Entity, unless such condition is waived by the Responsible Entity. Completed forms should be submitted by email (details below), with the originals to follow via courier to the Responsible Entity at the mailing address below.

Email address: primarymarkets@etfsecurities.com.au

Mailing address: Level 7, 50 King Street, Sydney, NSW 2000 Australia

All messages sent via email must contain a duly signed document as an attachment.

Notwithstanding the method of communication, the Responsible Entity and/or the Administrator reserve the right to ask for the production of original documents or other information to authenticate the communication. In the case of mis-receipt or corruption of any message, the Authorised Participant will be required to re-send the documents.

Each Authorised Participant will also be required to acknowledge in any Creation Request or Redemption Request that Responsible Entity and/or the Administrator may disclose to each other, to any other service provider for the Fund or to any regulatory body in any applicable jurisdiction to which any of the Responsible Entity and/or the Administrator is or may be subject, copies of the Authorised Participant’s Creation Requests or Redemption Requests and any information concerning the Authorised Participant in their respective possession, whether provided by the Authorised Participant to the Responsible Entity and/or the Administrator or otherwise, including details of that Authorised Participant’s holdings in the Fund, historical and pending transactions in the Units of any fund and the values thereof, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.

A binding commitment to apply for or redeem Units is irrevocable without the consent of the Responsible Entity. The Responsible Entity may reject a Creation Request for Units in whole or in part without giving any reason for the rejection.

6.3 CREATION REQUESTS

Only Authorised Participants may apply for the creation of Units. Creation Requests may generally be submitted on every Dealing Day (save during any period when the calculation of the Net Asset Value is suspended) at the Net Asset Value per Unit less any Transaction Costs which are payable on the Units to be created.

Units will be issued on the basis of the Net Asset Value calculated at the Valuation Time on the relevant Dealing Day. Creation Requests must be received by the Dealing Deadline.

Any Creation Requests received after that time will be held over until the next Dealing Day, unless accepted for dealing on the relevant Dealing Day at the discretion of the Responsible Entity or its delegates, provided they are received prior to the Valuation Time.

The minimum number of Units for Creation Requests is one Creation Unit, which minimum may be reduced in any case by the Responsible Entity in its discretion. Creation Requests must be in integer multiples of the Fund’s Creation Unit, which minimum may be reduced in any case by the Responsible Entity in its discretion.

6. Trading of Units

A Creation Fee will be charged to Authorised Participants in respect of all Creation Requests received for the Fund on a particular Dealing Day (which may be waived in whole or in part at the Responsible Entity's or their delegate's discretion). The Creation Fee applicable to the Fund is set out in the Fund Supplement.

Creation Requests must be made before the Dealing Deadline in accordance with the specific procedures made available by the Responsible Entity. All Creation Requests will be binding and irrevocable.

The Responsible Entity may reject any Creation Request in its discretion.

The Responsible Entity must accept the Creation Request prior to any delivery instructions being issued to the Custodian in relation to the cash.

Upon receipt of a valid Creation Request, the Responsible Entity will do everything necessary to deal with the Units in accordance with the Creation Request. A Creation Request is valid only if:

- (a) it contains all the information required by the Responsible Entity;
- (b) it specifies a whole number of Units to be created;
- (c) it is for at least one Creation Unit; and
- (d) it is lodged with the Responsible Entity by the Dealing Deadline on a Dealing Day.

CREATIONS IN CASH

General

Authorised Participants may generally subscribe in cash in the Fund at any time.

The minimum number of Units for cash Creation Requests is one Creation Unit, which minimum may be reduced in any case by the Responsible Entity in its discretion. Cash Creation Requests must be in integer multiples of that Fund's Creation Unit.

Subscription price during the Initial Offer Period

The subscription price of Units subscribed for during an Initial Offer Period for the Fund shall be set out in the Fund Supplement.

Subscription price following the Initial Offer Period

The subscription price of a Unit subscribed following an Initial Offer Period for the Fund will be the aggregate of (a) the Net Asset Value per Unit on the relevant Dealing Day of the Units and (b) if applicable, any Transaction Costs, which must be received by the Custodian on behalf of the Responsible Entity by the designated time. The Creation Fee will also be payable at this time and may be deducted by the Responsible Entity from the subscription amount.

Settlement of Creations in AUD

Creation Requests received before the Dealing Deadline on a Dealing Day will generally be settled as follows:

Creation of Units in return for AUD will generally be settled with an Authorised Participant in CHESS on the relevant Settlement Date on a delivery versus payment basis.

In the case of Creations this means delivery of the AUD representing the subscription price from the Authorised Participant in exchange for delivery by the Fund of the Units the subject of the Creation Request.

Failure to deliver securities

In the event that an Authorised Participant fails to deliver to the Responsible Entity the amount of cash or securities required in relation to a Creation Request, the Responsible Entity or its delegate may reject the Creation Request, or may require the Authorised Participant to pay a fee at least equal to the closing value of such undelivered securities on the Dealing Day for the relevant Dealing Day. The Responsible Entity will have the right to sell or redeem all or part of the Authorised Participant's holding of Units in the Fund (or any other Fund) in order to meet some or all of these charges.

6.4 REDEMPTION REQUESTS

Where the Fund is liquid, Units may generally be redeemed by Authorised Participants only on every Dealing Day (save during any period when the calculation of the Net Asset Value is suspended) at the Net Asset Value per Unit less any Transaction Costs and less any redemption dividend which is payable on the Units to be redeemed (see the heading entitled "Redemption Dividend" below). Other holders may redeem Units with the Responsible Entity directly only if there are no Authorised Participants or as otherwise announced by the Responsible Entity.

Units will be redeemed at the redemption price calculated at the Valuation Time on the relevant Dealing Day. Redemption Requests must normally be received by the Dealing Deadline. Any Redemption Requests received after that time will normally be held over until the next Dealing Day but may be accepted for dealing on the relevant Dealing Day, at the discretion of the Responsible Entity or its delegates, provided they are received prior to the Valuation Time.

Redemption payments will not be made to third parties and no redemption proceeds shall be paid until all anti-money laundering procedures have been completed.

The minimum number of Units for Redemption Requests is one Creation Unit, which minimum may be reduced in any case by the Responsible Entity in its discretion. Redemption Requests must be in integer multiples of that Fund's Creation Unit, which requirement may be waived or altered in any case by the Responsible Entity in its discretion.

In the event that the Responsible Entity has notified Holders that an affected Fund is open for direct redemptions by

Holders other than Authorised Participants, then the minimum number of Units referred to above will not apply.

Where the total Redemption Requests for the Fund represents 10% or more of the Net Asset Value of the Fund, the Responsible Entity may reduce each Redemption Request rateably so that the total number of Units of the Fund for redemption on that Dealing Day shall not exceed 10% of the Net Asset Value of the Fund.

A Redemption Fee will be charged to Authorised Participants in respect of all Redemption Requests received for the Fund on a particular Dealing Day (which may be waived in whole or in part at the Responsible Entity's or their delegate's discretion). The Redemption Fee applicable to the Fund is set out in the Fund Supplement.

Redemption Requests must be made before the Dealing Deadline in accordance with the specific procedures made available by the Responsible Entity. All Redemption Requests will be binding and irrevocable.

The Responsible Entity must accept the Redemption Request prior to any delivery instructions being issued to the Custodian in relation to the cash.

Units the subject of a Redemption Request cannot be transferred. Upon receipt of a valid Redemption Request, the Responsible Entity will do everything necessary to deal with the Units in accordance with the Redemption Request. A Redemption Request is valid only if:

- (a) it provides all information requested by the Responsible Entity including any information necessary to fully redeem Units;
- (b) it specifies a whole number of Units to be redeemed;
- (c) the Redemption Request is given by the person who, to the knowledge, or in the reasonable opinion of the Responsible Entity, was registered as the Holder of that Unit at the Dealing Deadline on the day on which the Redemption Request is received; and
- (d) it is made prior to the relevant Dealing Deadline for the Fund.

Suspension of redemptions

The Trust Deed for the Fund allows the Responsible Entity, subject to the Corporations Act, to suspend the redemption or creation of Units for up to 28 days in certain circumstances, including, if:

- (a) it is impracticable for the Responsible Entity to calculate the Net Asset Value;
- (b) the redemption would cause the Responsible Entity to breach a law, regulation or obligation;
- (c) quotation of Units is suspended, halted or revoked or the Responsible Entity's approval as an AQUA Product issuer is suspended or revoked;
- (d) the investments of the Fund suspend, delay or restrict the redemption, issue or payment of redemption proceeds or are unable to provide a withdrawal price;

- (e) assets of the Fund cannot be realised at prices which would be obtained if they were realised in an orderly fashion over a reasonable period in a stable market;
- (f) the Responsible Entity reasonably estimates that it must sell 10% or more (by value) of the assets of the Fund to meet unmet Redemption Requests;
- (g) Holders who continue to hold Units may bear a disproportionate burden of capital gains tax or other expenses or would otherwise be at a disadvantage;
- (h) as allowed by ASIC relief or the Responsible Entity considers that it is in the best interests of the Holders; or
- (i) it is otherwise legally permitted.

CASH REDEMPTIONS

Redemption price

Any Redemption Requests will be dealt with at the Net Asset Value per Unit next calculated after the Dealing Deadline, less any associated Transaction Costs or Redemption Fee and redemption dividend which is payable on the Units redeemed, as specified in the Fund Supplement.

Redemption Requests for redemptions received by the Fund on any Dealing Day before the relevant Dealing Deadline will be processed on that Dealing Day by reference to the next calculated Net Asset Value per Unit. Any Redemption Requests received after that time will normally be held over until the next Dealing Day but may be accepted for dealing on the relevant Dealing Day (at the discretion of the Responsible Entity) provided that such Redemption Requests are received prior to the Valuation Time for such Dealing Day.

Settlement of Redemptions in AUD

Redemption Requests received before the Dealing Deadline on a Dealing Day will generally be settled as follows:

Redemption of Units in return for AUD will generally be settled with an Authorised Participant in CHESS on the relevant Settlement Date on a delivery versus payment basis.

This means delivery by the Authorised Participant of the Units the subject of the Redemption Request in exchange for delivery by the Fund of the AUD.

Failure to Deliver Units

In the event that an Authorised Participant fails to deliver to the Responsible Entity the Units the subject of a Redemption Request, such Units will not be redeemed and the Redemption Request will be deemed rejected by the Responsible Entity. In addition, the Responsible Entity may require the Authorised Participant to pay a fee at least equal to the costs or losses incurred by it or the Fund in connection with the original Redemption Request.

Redemption Dividend

The Fund will pay a redemption dividend on any Units which are the subject of a valid Redemption Request. The redemption dividend will reflect accrued income in

6. Trading of Units

the Net Asset Value of the Units concerned, will become due immediately prior to the redemption of the Units and be paid to the Holder on the same day as the redemption proceeds. The redemption dividend will be taken into account in determining the redemption price.

6.5 THE SECONDARY MARKET FOR UNITS

The Units are intended to be quoted on the ASX. Holders are generally expected to buy and sell their Units through trading on the ASX. The ASX takes no responsibility for the contents of this PDS.

The Units are expected to be available for continuous trading throughout the day on the ASX, and will be quoted products traded in SEATS and settled via CHESS.

ASX quotation of the Units will be pursuant to the AQUA Rules. The Fund and its Units will not be listed on the ASX pursuant to the ASX Listing Rules. The Units are quoted under the AQUA Rules because the value (or price) of the Units is dependent upon the performance of the underlying Index rather than the financial performance of the Fund. Accordingly, a great deal of the disclosure, corporate governance and corporate control rules in the ASX Market Rules for the shares of listed companies do not apply to the Units.

More information about the AQUA Rules is available from the ASX's website: www.asx.com.au. A summary of the main differences between a quotation on the AQUA market and a listing in accordance with the ASX Listing Rules is also set out at the front of this PDS.

Investors may be charged a brokerage or commission by their broker when buying and selling Units on the ASX. All investors should refer to their broker for further details on their fees and charges.

6.6 HOLDER REDEMPTIONS IN EXTRAORDINARY CIRCUMSTANCES

In certain exceptional circumstances, for example where there are no Authorised Participants, Holders who are not Authorised Participants may redeem their Units directly with the Fund by completing a Redemption Form. Holders redeeming in these circumstances will receive a cash amount equal to the Net Asset Value per Unit of the Fund multiplied by the number of Units being redeemed less any applicable fees as described above.

Suspension of AQUA market trading

If Units are suspended from trading on the AQUA market for more than 5 consecutive trading days, Holders (including those Holders who are not Authorised Participants) have a right to withdraw from the Fund and receive payment for their interests in money within a reasonable time of request unless any of the following apply:

- (a) the Fund is being wound-up;

- (b) the Fund is not liquid as defined in subsection 601KA(4) of the Corporations Act; or
- (c) the Responsible Entity suspends withdrawals in accordance with the Trust Deed.

Illiquid Fund

If the Fund is not liquid (as defined in subsection 601KA(4) of the Corporations Act), Holders (including Authorised Participants) will have no right to redeem their Units and will only be able to redeem where the Responsible Entity makes a withdrawal offer to Holders in accordance with the Corporations Act. The Responsible Entity is not required to make any such offer.

6.7 HOLDING LOCKS

While any Fund is quoted and subject to the AQUA Rules, the Responsible Entity may request a Holding Lock be applied to any of its Units where:

- (a) the Responsible Entity has a lien on the Units the subject of the transfer;
- (b) the Responsible Entity is served with a court order that restricts a Holder's capacity to transfer the Unit;
- (c) registration of the transfer may break an Australian law and the ASX has agreed in writing to the application of a Holding Lock (which must not breach the Settlement Rules) or that the Responsible Entity may refuse to register a transfer;
- (d) if the transfer is paper-based, either a law related to stamp duty prohibits the Responsible Entity from registering it or the Responsible Entity is otherwise allowed to refuse to register it under the AQUA Rules;
- (e) if the transfer is paper-based, registration of the transfer will create a new holding which at the time the transfer is lodged is less than a 'marketable parcel' as defined in the AQUA Rules;
- (f) the Holder has lodged a Redemption Request, and for any reason whatsoever, the Units have not terminated;
- (g) the relevant Holder has agreed in writing to the application of a Holding Lock (which must not breach the Settlement Rules) or that the Responsible Entity may refuse to register a transfer; or
- (h) it is otherwise permitted under the AQUA Rules, and the Responsible Entity must do so if the AQUA Rules require, but must tell the Holder or the broker as the Corporations Act or the AQUA Rules require.

6.8 PUBLICATION

The Net Asset Value of the Fund will be published on each Business Day on the website of the Responsible Entity at www.etfsecurities.com.au.

In addition, the Fund's full portfolio holdings will be published on a daily basis on www.etfsecurities.com.au at the same time that Authorised Participants and market makers are provided with portfolio composition files.

6.9 CHESS

The Fund participates in the Clearing House Electronic Sub Register System (“CHESS”). The Fund will not issue certificates for Units to Authorised Participants who are issued Units. The Registrar, on behalf of the Fund, will provide each Holder with an uncertificated securities holding statement which will set out the Units issued or transferred to the Holder. If applicable, the holding statement will inform each Holder of their “Holder Identification Number” and the “Sponsoring Issuer Number” as used by CHESS.

6.10 COMPULSORY REDEMPTION

The Responsible Entity may in its absolute discretion, upon a minimum of 60 days’ notice to a Holder, redeem all or a portion of Units of the Fund held by such Holder in its absolute discretion if:

- (a) the Responsible Entity believes that the Units are held in breach of prohibitions contained in the Trust Deed;
- (b) the Responsible Entity determines that the Fund is uneconomical to operate;
- (c) a Holder made a misrepresentation in acquiring its Units;
- (d) a Holder is a registered holder of Units having an aggregate value of less than the “Minimum Balance” (as that term is defined in the Trust Deed), provided that it does so in accordance with the terms of the Trust Deed, the Corporations Act (including any

ASIC Relief) and the AQUA Rules (while the Scheme is Quoted); or

- (e) subject to the Corporations Act and the AQUA Rules, the Responsible Entity considers it to be in the best interests of members or in such other circumstances as the Responsible Entity determines in its absolute discretion.

The Responsible Entity may in its absolute discretion, upon a minimum of 3 Business Days’ notice to a Holder, redeem all or a portion of Units of the Fund held by such Holder in its absolute discretion if;

- (a) the Responsible Entity believes that the Units are held in circumstances which might result in a violation of an applicable law or regulation, or subject the Fund to taxation or otherwise adversely affect the Fund in any material respect; or
- (b) the Responsible Entity determines that the continued participation of a Holder might cause the Responsible Entity or any Holder to violate any law or if any litigation is commenced or threatened against the Responsible Entity or any Holder arising out of the participation of the Holder in the Fund.

6.11 PAYMENT METHOD

Any cash payments to be made to Holders (including Authorised Participants) may be paid in any manner the Responsible Entity determines, such as by electronic means.

7. Valuation and Unit Pricing

7.1 NET ASSET VALUE

The amount per Unit payable from or to an Authorised Participant upon a Creation or Redemption is calculated by reference to the Net Asset Value of the Fund to which it relates. The Net Asset Value of the Fund is calculated by totalling the values of each of the assets of that Fund and deducting from such total all Liabilities attributable to the Fund.

The Net Asset Value per Unit will then be determined using the following formula:

$$\frac{\text{NET ASSET VALUE OF THE FUND}}{\text{NUMBER OF UNITS OF THE FUND ON ISSUE}}$$

with each input calculated as at the Valuation Time for that Fund. The Net Asset Value of the Fund will be an amount determined in AUD and will be published on the Responsible Entity's website at www.etfsecurities.com.au. The Net Asset Value will be calculated at the Valuation Time on each Dealing Day.

7.2 INDICATIVE NET ASSET VALUE PER UNIT

As at the date of this PDS, the Responsible Entity does not intend to make available an estimated indicative Net Asset Value per Unit ("iNAV") for the Fund. However, if the Responsible Entity decides to provide an indicative Net Asset Value per Unit ("iNAV") for the Fund it will publish the iNAV on the Responsible Entity's website (www.etfsecurities.com.au) on each Dealing Day. The iNAV will be calculated based upon information available to the Responsible Entity or its designate during the Dealing Day or any portion of the Dealing Day from time to time, and for informational purposes only. Any iNAV is not, and should not be taken to be or relied on as being, the value of a Unit or the price at which Units may be applied for or redeemed, or bought or sold on the ASX, and may not reflect the true value of a Unit. Investors interested in applying for or redeeming Units, or buying or selling Units on the ASX, should not rely on any iNAV which is made available in making investment decisions but should consider other market information and relevant economic factors. Neither the Responsible Entity nor any designate or other service provider to the Responsible Entity shall be liable to any person who relies on the iNAV. No assurance can be given that any iNAV will be published continuously, will be up to date or free from error.

7.3 LIABILITIES OF THE FUND

The Responsible Entity expects that the only liabilities that will be incurred by the Fund will be the Management Fees and certain expenses set out in Section 8 (*Fees and Expenses*).

7.4 VALUATION POLICY

It is expected that the Fund's assets will consist largely of a portfolio of exchange traded derivatives along with shares and cash from time to time.

Exchange traded derivatives will be valued at their official closing level on their Primary Exchange.

The value of other derivative contracts will be valued by the counterparty, acting at arms-length. The valuations will depend on factors including the change in the level of the Index and/or the constituent shares, the time remaining to maturity, the volatility of the Index and/or the constituent shares and prevailing interest rates.

Shares will be valued at their official closing level on their Primary Exchange.

Cash will be valued at its notional value in AUD at the Valuation Time.

To the extent any of the Fund's assets are denominated in a currency other than AUD, their value shall be calculated in AUD using the prevailing exchange rate at the relevant Valuation Time, as determined by the Responsible Entity. In determining the Net Asset Value of the Fund and the Net Asset Value per Unit of the Fund, the Administrator will follow the valuation policy as set out above. For the purpose of calculating the Net Asset Value of the Fund, the Administrator shall, and shall be entitled to, rely on, and will not be responsible for the accuracy of, financial data furnished to it by the Responsible Entity, market makers and/or independent third party pricing services. The Administrator may also use and rely on industry standard financial models in pricing any of the Fund's securities or other assets. If and to the extent that the Responsible Entity is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value of the Fund and shall not be liable to the Fund or Holders and in so doing.

For the purpose of calculating the Net Asset Value of the Fund, the Administrator shall rely on financial data furnished to it by the Responsible Entity, market makers and/or independent third party pricing services. The Administrator may also use and rely on industry standard financial models in pricing any of the Fund's securities or other assets.

If and to the extent that the Responsible Entity is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value of the Fund.

The valuation methods applied by the Responsible Entity to value the Fund's assets and liabilities are consistent with applicable industry standards and result in Net Asset Value per Unit calculations that are independently verifiable. The Responsible Entity's Unit Pricing Policy contains further information about how it calculates the Net Asset Value per Unit.

This policy complies with ASIC requirements, and the Responsible Entity will observe this policy in relation to the calculation of the Net Asset Value per Unit and will record any exercise of discretion outside the scope of this policy. Investors can request a copy of the policy free of charge by contacting the Responsible Entity. Details of the daily Net Asset Value per Unit will be published by the Responsible Entity on its website at www.etfsecurities.com.au on each ASX Trading Day.

8. Fees and Expenses

8.1 CONSUMER ADVISORY WARNING

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your investment balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100,000 to \$80,000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.moneysmart.gov.au) has a managed investment fee calculator to help you check out different fee options.

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment, or from the assets of the Fund as a whole. Information in relation to taxes is set out in another part of this document.

You should read all the information about fees and costs because it is important to understand their impact on your investment. The fees and costs for the Fund are set out in the Fund Supplement. Unless otherwise stated, all amounts specified in this PDS are inclusive of GST, net of any reduced input tax credits.

8.2 TYPES OF FEES OR COSTS

The table below sets out the range of fees payable under this PDS. The specific amount of fees for the Fund is set out in the Fund Supplement. Holders should refer to the Fund Supplement for more information.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
Fees when your money moves in or out of the Fund:		
Establishment fee: The fee to open your investment.	Nil.	Not applicable.
Contribution fee: The fee on each amount contributed to your investment.	Authorised Participants: \$550 inclusive of GST. Other Holders: \$0	A fee payable only by Authorised Participants to the Responsible Entity and may be deducted from the subscription amount. For the contribution fee applicable to the Fund, please see the Fund Supplement.
Withdrawal fee: The fee on each amount you take out of your investment.	Authorised Participants: \$550 inclusive of GST. Other Holders: \$0	A fee payable only by Authorised Participants to the Responsible Entity and may be deducted from the redemption amount. For the redemption fee applicable to the Fund, please see the Fund Supplement.
Exit fee: The fee to close your investment.	Nil.	Not applicable.

8. Fees and Expenses

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
Management Costs:		
Management Costs: The fees and costs for managing your investment.	1.00% of the Net Asset Value of the Fund	<p>As at the date of this PDS, the management costs of the Fund consist of the following components:</p> <p>Management fee 1.00% per annum of the Fund's Net Asset Value</p> <p>The management fee is calculated and accrued daily as a percentage of the Fund's Net Asset Value, and reflected in the daily Net Asset Value per Unit. The amount is deducted from the Fund's assets monthly in arrears after the end of the relevant month.</p> <p>Plus</p> <p>Recoverable expenses* 0.00% per annum of the Fund's Net Asset Value.</p> <p>The recoverable expenses are calculated and accrued daily as a percentage of the Fund's Net Asset Value, and reflected in the daily Net Asset Value per Unit. The amount is deducted from the Fund's assets monthly on or after the first day of the following month.</p> <p>Plus</p> <p>Indirect costs 0.00% per annum of the Fund's Net Asset Value.</p> <p>For the management costs applicable to the Fund, please see the Fund Supplement.</p>
Service fees:		
Switching fee: The fee for changing investment options.	Nil.	Not applicable.

* Where the Fund has been newly established, this figure reflects the recoverable expenses that the Responsible Entity, as at the date of this PDS, reasonably estimates will apply for the current financial year (adjusted to reflect a 12 month period). Where the Fund is not newly established, this figure reflects the recoverable expenses that were actually incurred by the Fund in the previous financial year.

** A buy/sell spread and Transaction Costs may also apply. Please see Section 8.3 (*Additional Explanation of Fees and Costs*) for more information.

Any of the Fees set out above may in some cases and if permitted by applicable laws and regulations be negotiated with certain investors.

8.3 EXAMPLE IMPACT OF FEES ON THE NET ASSET VALUE ON THE FUND

This table gives an example of how fees and costs in the Fund can affect your investment over a one- year period. You should use these tables to compare this product with other managed investment products.

EXAMPLE – ETFS ULTRA LONG NASDAQ 100 HEDGE FUND	AMOUNT	BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR*
Contribution Fee	\$550 if you are an Authorised Participant*	For every additional \$5,000 you put in, you will be charged: > \$550 if you are an Authorised Participant; and > \$0 if you are not an Authorised Participant.
PLUS Management Costs	1.00% per annum of the Net value of the Fund	AND for every \$50,000 you have in the Fund you be charged \$500 per year
Equals Cost of Fund		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees of: > \$1,050 if you are an Authorised Participant; and > \$500 if you are not an Authorised Participant. What it costs you incur will depend on if you are an Authorised Participant, the Fund you invest in and the fees you negotiate.

* We have assumed that the \$5,000 contribution is made by way of a cash subscription on the last day of the year.

** Please note that this is an example only. In practice, the actual investment balance of a Holder will vary daily and the actual fees and expenses we charge are based on the value of the Fund, which fluctuates daily. Also note that the Management Fee and Creation Fee may be different from Fund to Fund and will be specified in the Fund Supplement.

8.4 ADDITIONAL EXPLANATION OF FEES AND COSTS

Creation and Redemption Fees

Fees as set out in the Fund Supplement will be charged to Authorised Participants in respect of all Creation Requests and Redemption Requests (subject to the discretion of the Responsible Entity to waive such fees in whole or in part).

Creation Fees and Redemption Fees are paid to the Responsible Entity out of the subscription amount or redemption amount. The Responsible Entity may waive or vary the Creation and Redemption Fees at any time provided that any increase in these fees shall only be done following 30 days' notice given to Authorised Participants announcement on the ASX Market Announcements Platform.

The Creation and Redemption Fees are not deducted from the assets of the Fund and do not therefore affect the Net Asset Value of the Fund.

Management Costs

The management costs for the Fund include all relevant ongoing fees and other costs involved in managing the Fund. The management costs are made up of the Management Fee, recoverable expenses (if any) and indirect costs (if any).

Management Fee

The Management Fee is charged by the Responsible Entity for overseeing the Fund's operations, providing access to the Fund, and managing their investment strategies. The Management Fee accrues daily in the Net Asset Value of the Fund and is payable to the Responsible Entity in arrears after the end of the relevant month.

The Management Fee applicable to the Fund is set out in the Fund Supplement.

Recoverable expenses

The recoverable expenses represent the operating expenses incurred in the operation of the Fund, which may be recovered by the Responsible Entity.

The Responsible Entity shall be entitled to recover from the assets of the Fund:

- > any costs, fees and expenses incurred in respect of any extraordinary matters relating to that Fund including without limitation any investigations, disputes, legal or arbitration proceedings, claims (other than the usual claims of undisputed subscription or redemption payments), any Holders' meetings convened in taking action to comply with additional regulatory requirements; and
- > any costs, fees and expenses incurred in restricting or terminating the Fund.

8. Fees and Expenses

Where the Fund has been newly established, the above maximum figures reflect the recoverable expenses that the Responsible Entity, as at the date of this PDS, reasonably estimates will apply for the current financial year (adjusted to reflect a 12 month period). Where the Fund is not newly established, this maximum figure reflects the recoverable expenses that were actually incurred by the Fund in the previous financial year.

Indirect Costs

Indirect costs are any amounts that we know or where required, reasonably estimate, will reduce the Fund's returns that are paid from the Fund's assets (other than the management fee, recoverable expenses, and transactional and operational costs) or that are paid from the assets of any interposed vehicle (such as an underlying fund) in which the Fund may invest.

The Responsible Entity, as at the date of this PDS, reasonably estimates that the indirect costs of the Fund is 0.00% of the Net Assets of the Fund. Where the Fund has been newly established, this figure reflects the indirect costs that the Responsible Entity, as at the date of this PDS, reasonably estimates will apply for the current financial year (adjusted to reflect a 12 month period).

Transaction Costs

These are the Transaction Costs which will apply either to a Creation or Redemption of Units in the Fund by an Authorised Participant or other costs associated with the Fund's portfolio, such as commissions and the cost of rebalancing the portfolio in line with underlying Index. These costs are an additional cost and are not included in the management costs.

These Transaction Costs for the Fund are estimated to be 0.25% p.a. of the Net Asset Value of the Fund. For the Transaction Costs applicable to the Fund, please see the Fund Supplement. Where the Fund has been newly established, this figure reflects the Transaction Costs that the Responsible Entity, as at the date of this PDS, reasonably estimates will apply for the current financial year (adjusted to reflect a 12 month period).

In relation to a Creation or Redemption, the Transaction Costs will be charged to the relevant Authorised Participants to:

- > ensure that other Holders in the Fund are not adversely affected by transaction costs in respect of the creation or redemption of new Units. As the level of the Index does not reflect transaction costs in relation to executing the underlying basket (i.e. third party brokerage costs etc), an Authorised Participant must pay these costs to limit any tracking error arising from a Creation or Redemption; and
- > take into account market movements and movement of foreign exchange rates during the Creation or Redemption process and ensure that the amount paid/received reflects the true value of the Units.

Other Transaction Costs, such as those associated with rebalancing of the portfolios to track the Index, are

expensed to the Fund and have a negative impact on the Net Asset Value of the Fund. These net Transaction Costs include expenses such as brokerage, commission, spreads and interest. These net Transaction Costs vary from year to year, depending upon the turnover involved in Index rebalances and other events, such as corporate actions, that require the Responsible Entity to trade on behalf of the Fund.

These net Transaction Costs for the Fund are estimated to be 0.24% p.a. of the Net Asset Value of the Fund. For the net Transaction Costs applicable to the Fund, please see the Fund Supplement. Where the Fund has been newly established, this figure reflects the net Transaction Costs that the Responsible Entity, as at the date of this PDS, reasonably estimates will apply for the current financial year (adjusted to reflect a 12 month period). These amounts reflect the total Transactional Costs of the Fund less the amounts recovered from Authorised Participants at the time of their subscription or redemption. These net Transaction Costs will be borne by the Fund and are an additional cost to investors.

Buy-Sell Spread

Where you buy or sell Units on the ASX, the buy-sell spread (being the difference between the buy-price and the sale-price) is retained by the market maker or other counterparty (not the Responsible Entity). The buy-sell spread may change at any time without notice. The buy-sell spread does not represent a separate fee charged to a Holder or potential Holder, and instead reduces the amount that a Holder receives from the sale of their Units to the market maker, or, in the case of a potential Holder, increases the price of the Units.

Failure to Deliver Costs

As described in Section 6 (*Trading of Units*) an Authorised Participant that fails to deliver to the Responsible Entity the amount of cash or securities required in relation to a Creation Request may be required to pay a fee at least equal to the closing value of such undelivered securities on the relevant Dealing Day. The Responsible Entity will have the right to sell or redeem all or part of the Authorised Participant's holding of Units in the Fund (or any other Fund) in order to meet some or all of these charges.

Additionally, an Authorised Participant that fails to deliver to the Responsible Entity the Units the subject of a Redemption Request may be required to pay a fee at least equal to the costs or losses incurred by the Responsible Entity or the Fund in connection with the original Redemption Request.

Brokerage and commissions

Investors may buy and sell Units through financial intermediaries who may impose transaction, brokerage, administrative or other direct fees, which fees would not be imposed if Units were purchased directly from the Fund. Investors should contact their financial intermediaries for further details of these fees and charges.

Changes in fees and expenses

The fees and expenses associated with an investment in Units of the Fund may be changed at the discretion of the Responsible Entity. However, any increase in any fees will only be made following the expiry of 30 days' notice given to Holders by way on an announcement on the ASX Market Announcements Platform.

As at the date of this PDS, the Responsible Entity has no intention of changing any of the fees described herein.

Government taxes and duties

Government taxes and duties may be applied as appropriate. In addition to the fees and costs described in this section, standard government fees, duties and bank charges may also apply such as stamp duties. Some of these charges may include additional GST and will apply to your investments and withdrawals as appropriate. Please see section 11 (*Taxation Considerations*) of this PDS for a summary of Australian tax and stamp duty considerations for potential investors in relation to Units.

Rebates

The Responsible Entity may, from time to time, agree to pay, on behalf of investors, their brokerage costs to their broker. An investor's broker will inform investors that the Responsible Entity is paying their brokerage, and the investor will not need to pay any brokerage for buying or selling Units via ASX.

Differential Fee

Wholesale investors who wish to discuss the waiver or rebating of fees should contact the Responsible Entity on +61 2 8311 3488.

Maximum Fees

The maximum fees that the Responsible Entity may charge under the Constitution are as follows:

- > In-Specie Transaction Fee – 2.0% of the subscription price or redemption price (as applicable);
- > Creation Fee – \$3,500;
- > Redemption Fee – \$3,500;
- > User Pays Fees – an amount equal to any cost incurred in relation to: (a) an entitlement to a payment to or from the Fund in respect of an investor; or (ii) any act or omission of the Responsible Entity where the investor requested the Responsible Entity took such action or omitted to take such action, which the Responsible Entity considers should be borne by that investor; and
- > Management Fee – 2% per annum of the Net Asset Value of the Fund

These maximum fees would apply if the Responsible Entity chose to increase the fees disclosed in this PDS to the maximums specified. Any such change would require prior 30 days notice to investors. Any waiver of any fee could be for the entire amount of the fee. Any such waiver would not apply if the investor is not eligible for, or has not negotiated and agreed such waiver with the Responsible Entity as outlined in section 10.13 "*Differential Fee Relief*."

Despite these maximum fees, the fees payable by investors in relation to their investment are as otherwise disclosed in this section 8, subject to agreement by the Responsible Entity to any fee waiver with any wholesale client, as outlined in section 10.13 "*Differential Fee Relief*."

9. Distributions

9.1 REGULAR DISTRIBUTIONS OF INCOME

Holders in the Fund at the end of a distribution period are entitled to a pro-rata share of the distributable income of the Fund (including from any interests earned on the bank accounts of the Fund) based on the number of Units held at the end of the distribution period.

The frequency and timing of distributions for the Fund are set out in the Fund Supplement. The amount of each distribution will vary depending on the income generated by the assets of the Fund and there may be periods when the Fund does not pay a distribution. There is no guarantee that the Fund will receive any income or make any distribution to Holders.

Distributions are expected to be paid to Holders within 30 days of the end of the distribution period.

Distributions may be reinvested under the Distribution Reinvestment Plan as described below.

9.2 ANNUAL TAX STATEMENT

At the end of each financial year the Responsible Entity will issue a tax statement to each Holder of the Fund entitled to distributable income during a financial year. The tax statement will detail the amount and composition of the taxable income of the Fund which has been attributed to the Holder for inclusion in the Holder's income tax return as well as any adjustments required to be made to the Holder's cost base.

9.3 DISTRIBUTION REINVESTMENT PLAN

A Distribution Reinvestment Plan is available to eligible Holders. Participation in the Distribution Reinvestment Plan is subject to the rules of the Distribution Reinvestment Plan policy document available from the website of the Responsible Entity at www.etfsecurities.com.au. Holders can choose to:

- (a) participate in the Distribution Reinvestment Plan, where all distributions are reinvested in additional Units in the same Fund; or
- (b) have their distributions paid directly into a nominated bank account in cash (via electronic funds transfer).

Partial reinvestment will not be available.

Holders can notify the Registrar which of the above alternatives they wish to elect by completing the relevant forms. Details regarding when Holders' elections must be notified as above, for a particular distribution, will generally be announced via the ASX Market Announcements Platform.

If a Holder does not elect one of the above alternatives, distributions will automatically be paid in cash.

10. Additional Information

10.1 SERVICE PROVIDERS TO THE FUND

(a) The Administrator

The Administrator will perform certain administrative, accounting, and other services to the Fund, subject to the overall supervision of the Responsible Entity.

Pursuant to the Administration Agreement, the Administrator is responsible, subject to the Responsible Entity's overall supervision, for matters pertaining to the day-to-day administration of the Fund, namely: (i) calculating net asset value of the Fund and the net asset value per Unit of the Fund (as the case may be) in accordance with the relevant valuation policies and procedures; and (ii) maintaining the Fund's financial books and records so far as may be necessary to give a complete record of all transactions carried out by the Fund.

(b) The Registrar

Computershare Investors Services Pty Limited has been appointed as the Registrar of the Fund under the Registrar Agreement.

The services to be provided by the Registrar will include (i) verifying the identity of prospective investors in accordance with applicable anti-money laundering policies and procedures, (ii) maintaining each of the Fund's register of Holders, (iii) generally performing actions related to the issuance, transfer and redemption of the Units, (iv) furnishing annual financial statements and tax statements, and (v) performing certain other administrative and clerical services in connection with the Fund as agreed between the Responsible Entity and the Registrar.

(c) The Custodian

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch has been appointed as the Custodian of the assets of the Fund under the Custodian Agreement. The Custodian provides custodial services to the Responsible Entity including the holding of the assets of the Fund.

(d) The Authorised Participants

Only Authorised Participants can create Units directly with the Fund. A person can only be an Authorised Participant if it:

- > is a bank, securities house or other market professional approved by the Responsible Entity (in its absolute discretion);
- > is an authorised person, being a person who holds an AFS Licence as authorised by ASIC for the purposes of the Corporations Act; and
- > has been approved by the Responsible Entity and entered into an Authorised Participant Agreement with the Responsible Entity.

The Authorised Participant Agreement sets out certain requirements which must be met by the Authorised Participant. These include participation in CHES, compliance with certain selling restrictions in respect of the Units, maintenance of all applicable registrations

and qualifications required to meet its obligations under the Authorised Participant Agreement and compliance with the Corporations Act, Operating Rules, and other applicable laws.

If the relevant requirements cease to be met by any such entity, the Responsible Entity may take such steps as it believes necessary to seek to ensure that the interests of the Fund and Holders therein as a whole are protected (which may include rejecting any further Creation Requests from such entity). Holders should contact the Responsible Entity to ascertain the requirements for becoming an Authorised Participant.

The Responsible Entity intends to encourage a number of market participants to sign up as Authorised Participants from time to time.

The current Authorised Participants, who have been approved by the Responsible Entity, are listed on its website at www.etfsecurities.com.au. The terms in relation to each Authorised Participant may be amended from time to time and may include commitments for an Authorised Participant to:

- > make markets on varying terms;
- > maintain particular maximum spreads and minimum lot sizes;
- > maintain an AFS Licence;
- > comply with ASX Rules, the Law and applicable legislation and regulations; and
- > satisfy the Anti-Money Laundering and Counter-Terrorism Financing program which the Responsible Entity has in place from time to time.

(e) The Index Providers

The Index Provider has granted a licence to the Responsible Entity for use of the Index in relation to the Fund under the terms of Index License Agreement.

(f) Market Maker

The role of a market maker is to facilitate an orderly and liquid market in the Fund and to satisfy supply and demand for Units on the ASX. They do this by:

- > subject to certain conditions, providing liquidity to the market through acting as the buyer and seller of Units on the ASX during a significant part of the trading day; and
- > Creating and Redeeming Units directly with the Fund, which helps to ensure the number of Units on issue matches supply and demand.

The Responsible Entity intends to appoint market makers that:

- > have experience in making markets in exchange traded securities both in Australia and internationally;
- > have the necessary skill, expertise and financial capacity to perform market making functions. and
- > have appropriate contractual arrangements in place with the ASX to provide market making services.

10. Additional Information

To qualify for admission as an ASX participant, a firm must meet admission requirements set out in the ASX Operating Rules, which require the firm to hold an Australian financial services licence that authorises it to carry on its business as a market participant to satisfy ASX of various matters, including organisational competence and business integrity. The market maker(s) selected by the Responsible Entity from time to time will be listed on its website at www.etfsecurities.com.au.

Generally, arrangements with a market maker will specify certain permitted circumstances in which the market making obligations may be suspended (such as operational disruptions, market disruptions or unusual conditions, including those which make the market maker's ability to perform the market making function impossible, impracticable or unduly onerous such as a fast market, other events set out in the ASX Operating Rules, the suspension or rejection by the Responsible Entity of applications for Units or redemption requests, or the market maker not having ASIC relief to allow short selling of Units). There can be no assurances that there will be a liquid market for the Units. The Responsible Entity has in place market making arrangements to assist in maintaining liquidity for the Fund on the ASX but the Responsible Entity cannot guarantee that a market maker will fulfil its obligations or that a market maker will continue to be appointed. The arrangements with the market maker may limit or exclude any liability on the part of the market maker. Subject to the AQUA Rules and agreements with market maker, the Responsible Entity may replace or terminate the market maker. The Responsible Entity may determine to no longer appoint market makers in respect of the Fund in circumstances where it is no longer required to do so under the AQUA Rules. A market maker will retain for its own account any trading profit and bear any loss which may be generated by its market making activities.

Difference between an Authorised Participant and market maker: An Authorised Participant is a person approved by the Responsible Entity in accordance with paragraph 10.1(d) above, which subject to certain terms and conditions has the ability to apply for and redeem Units directly with the Fund. A market maker agrees with the Fund to provide liquidity to the market through the Creation and Redemption of Units directly with the Fund, and the buying and selling of Units on the secondary market, in accordance with the terms of the market-making arrangement.

(g) Other Service Providers

As at the date of this PDS, the Responsible Entity has appointed the service providers listed in the Corporate Directory of this PDS to provide services to the Fund. The service providers may be changed, or added to, at any time without notice to Holders.

10.2 SUMMARY OF MATERIAL DOCUMENTS

(a) Trust Deed of the Fund

The operation of the Fund is governed under the Law and the Trust Deed of the Fund which has been lodged with, and registered by the ASIC, as a managed investment scheme under Chapter 5C of the Corporations Act.

The Trust Deed and the Corporations Act govern the rights and obligations of investors and the Responsible Entity. The Trust Deed sets out the conditions under which the Fund will operate, terminate, and the rights, obligations and liability of the Responsible Entity.

The Trust Deed also addresses matters such as Unit pricing, creations, redemptions and the transfer of Units, investors' rights, the Responsible Entity's powers to invest, borrow and generally manage the Fund, and the Responsible Entity's fee entitlement. The Trust Deed provides that while the Units are quoted on AQUA, Holders may generally make transfers in any manner permitted by CHESS and the AQUA Rules.

A Unit confers a beneficial interest on the Holder in the assets of the Fund but not an entitlement or interest in any particular part of the Fund or its assets. The Trust Deed provides that the liability of each Holder is generally limited to the amount subscribed, or agreed to be subscribed by the Holder, for Units. Recourse of the Responsible Entity and the Fund's creditors is limited to the Fund's assets.

The Responsible Entity may convene meetings of Holders at any time (e.g., to approve certain amendments to the Trust Deed or to wind up the Fund). Holders also have limited rights to call meetings and have the right to vote at any Holder meetings. Except where the Trust Deed provides otherwise, or the Corporations Act requires otherwise, a resolution of Holders must be passed by Holders who hold Units exceeding 50% of the value of the total value of all Units held by Holders who vote on the resolution. A resolution passed at a meeting of Holders held in accordance with the Trust Deed binds all Holders of the Fund. No significant change to the investment objective will be made unless such change is approved by a resolution of Holders passed by Holders representing at least 75% of votes cast.

The Responsible Entity may alter the Trust Deed if it reasonably considers the amendments will not adversely affect investors' rights. Otherwise, the Responsible Entity must obtain investors' approval at a meeting of investors. Under the Trust Deed, if the Corporations Act or ASIC Relief (including ASIC Class Order) on which the Responsible Entity has determined it wishes to rely on or which is expressly applicable to the Fund and the Responsible Entity, requires the Trust Deed to contain certain provisions (the "**Regulatory Required Provisions**"), then to the extent Corporations Act allows, the Trust Deed is taken to be amended so that the relevant Regulatory Required Provisions are included as separate provisions. The Holders authorise the Responsible Entity to make the amendments required in this respect in the deed and, if required, lodge it with ASIC. The Holders are deemed to agree that, subject to the Corporations Act, their rights under the Trust Deed do not include or extend to a right not to have the Trust Deed amended to comply with the relevant regulatory requirements or to include the Regulatory Required Provisions.

The Responsible Entity may retire or be required to retire (if investors representing at least 50% of the total votes that may be cast vote for its removal). No Units in the Fund

may be issued after the 80th anniversary of the date of the Trust Deed. The Responsible Entity may exercise its right to terminate the Fund earlier. Following the winding up of the Fund, the net proceeds will be distributed to Holders in the Fund.

The Responsible Entity of the Fund is indemnified out of the assets of the Fund for any liability incurred by it in properly performing or exercising any of its duties in relation to the Fund. To the extent permitted by the Fund's Trust Deed and at law, this indemnity includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Responsible Entity. The Fund may retain and pay out of any money in its hands all sums necessary to affect such an indemnity. Holders can inspect a copy of the Fund's Trust Deed at the head office of the Responsible Entity during normal business hours or it will provide Holders with a copy free of charge.

The Responsible Entity may in its absolute discretion, upon a minimum of 60 days' notice to a Holder, redeem all or a portion of Units of the Fund held by such Holder in its absolute discretion if:

- > the Responsible Entity believes that the Units are held in breach of prohibitions contained in the Trust Deed;
- > the Responsible Entity determines that the Fund is uneconomical to operate;
- > a Holder made a misrepresentation in acquiring its Units;
- > a Holder is a registered holder of Units having an aggregate value of less than the Minimum Holding, provided that it does so in accordance with the terms of the Trust Deed, the Corporations Act (including any ASIC Relief) and the AQUA Rules (while the Fund is Quoted);
- > subject to the Corporations Act and the AQUA Rules, such other circumstances as the Responsible Entity determines in its absolute discretion.

The Responsible Entity may in its absolute discretion, upon a minimum of 3 Business Days' notice to a Holder, redeem all or a portion of Units held by such Holder in its absolute discretion if:

- > the Responsible Entity believes that the Units are held in circumstances which might result in a violation of an applicable law or regulation, or subject the Fund to taxation or otherwise adversely affect the Fund in any material respect; or
- > the Responsible Entity determines that the continued participation of a Holder might cause the Responsible Entity or any Holder to violate any law or if any litigation is commenced or threatened against the Responsible Entity or any Holder arising out of the participation of the Holder in the Fund.

If practicable, the Responsible Entity will provide the Holder with a notice of an early redemption, and Holders who are Authorised Participants may lodge a valid Redemption Request within such time as the Responsible Entity in its discretion may specify. However, the Responsible Entity is under no obligation to do so.

(b) The Custodian Agreement

The Custodian Agreement between The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (the "Custodian") and the Responsible Entity provides that the assets will be held by the Custodian as bare trustee. The Custodian Agreement sets out the remainder of the terms and conditions upon which the assets of the Fund will be held. The Custodian Agreement complies with the regulatory requirements imposed in relation to custody of assets.

Each of the Custodian and the Responsible Entity are entitled to terminate the Custodian Agreement – in the case of the Responsible Entity, upon 90 days' written notice to the Custodian after the expiry of the initial fixed term of 5 years or in the case of the Custodian, at any time upon 90 days' written notice to the Responsible Entity. The Custodian Agreement may be terminated by either party prior to the expiration of the initial fixed term in the event of material breach by the other party (which, if is capable of being remedied, is not remedied within 30 days' written notice), or upon the insolvency of the other party. Under the terms of the Custodian Agreement the Custodian is entitled to charge a fee for its services. Any such fee is payable by the Responsible Entity out of the Management Fee which it receives from the Fund.

(c) The Registrar Agreement

The Registrar is appointed pursuant to the Registrar Agreement whereby the Registrar is responsible for supplying or procuring the supply of certain registrar services to the Fund as set out in the Registrar Agreement and for which the Responsible Entity agrees to pay the Registrar a fee out of its Management Fee.

Each of the Registrar and the Responsible Entity are entitled to terminate the Registrar Agreement after a fixed term of 2 years from the date of that agreement (or, in certain circumstances immediately upon written notice during such fixed term), in either case upon 6 months' written notice.

(d) The Master Services Agreement

The Master Services Agreement is between the Responsible Entity and The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch. It sets out terms on which the Administrator undertakes to provide administrative services to the Responsible Entity in connection with the Units.

Each of the Administrator and the Responsible Entity are entitled to terminate the Master Services Agreement – in the case of the Responsible Entity, upon 90 days' written notice to the Administrator after the expiry of the initial fixed term of 5 years or in the case of the Administrator, at any time upon 90 days' written notice to the Responsible Entity. The Master Services Agreement may be terminated by either party prior to the expiration of the initial fixed term in the event of material breach by the other party (which, if is capable of being remedied, is not remedied within 30 days' written notice), or upon the insolvency of the other party. The Administrator may also terminate the Master Services Agreement in the event of non-compliance

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of applicable laws on the part of the Responsible Entity or due to regulatory requirements. Under the terms of the Master Services Agreement, the Administrator is entitled to charge a fee for its services. Any such fee is payable by the Responsible Entity out of the Management Fee which it receives from the Fund.

10.3 COMPLIANCE COMMITTEE AND COMPLIANCE PLAN

The Responsible Entity has established a compliance committee for the Fund with a majority of members that are external to the Responsible Entity. The compliance committee's functions include:

- > monitoring the Responsible Entity's compliance with the compliance plan of the Fund and reporting its findings to the Responsible Entity;
- > reporting breaches of the Corporations Act or the Trust Deed of the Fund to the Responsible Entity;
- > reporting to ASIC if the committee is of the view that the Responsible Entity has not taken or does not propose to take appropriate actions to deal with breaches reported to it by the committee; and
- > assessing the adequacy of the compliance plan, recommending any changes and reporting these to the Responsible Entity.

The Fund has a Compliance Plan in place. The Compliance Plan sets out how the Responsible Entity will ensure compliance with both the Corporations Act and the Trust Deed when operating the Fund. Under the Compliance Plan, the Responsible Entity is required to manage, monitor, and report on the ongoing compliance of the Fund with the Corporations Act, the Trust Deed, and the PDS. In the Compliance Plan, the Responsible Entity is required to consider the following matters:

- > the appointment and monitoring of counterparties;
- > Fund investments and property arrangements;
- > asset valuation and Net Asset Value;
- > Fund records and financial reporting;
- > related party transactions;
- > complaints handling; and
- > AFS licensing.

10.4 AMENDMENT OR WITHDRAWAL OF THE PDS

The Responsible Entity may supplement, amend or withdraw this PDS at any time and may reissue a new or amended PDS from time to time.

10.5 OTHER SERVICE PROVIDERS

As at the date of this PDS, the Responsible Entity has appointed the service providers listed in the Corporate Directory of this PDS to provide services to the Fund. The service providers may be changed, or added to, at any time without notice to Holders.

10.6 PRIVACY AND CONFIDENTIALITY

As required by law, the Responsible Entity has adopted privacy policies that governs the collection, storage, use and disclosure of personal information. Should an Authorised Participant apply for Units by lodging a Creation Request (only applies to Authorised Participant), by submitting the completed Creation Request, the Authorised Participant acknowledges and agrees to the Responsible Entity collecting, storing, using and disclosing the Authorised Participant's personal information in accordance with its privacy policies.

This includes using an Authorised Participant's personal information to process their Creation Request for the Units, issue Units, manage your investment and comply with relevant laws. It also includes using a Holder's personal information to process their Redemption Request, issue the proceeds and comply with relevant laws.

For example information may be used to:

- > ensure compliance with all applicable regulatory or legal requirements. This includes the requirements of ASIC, ATO, AUSTRAC, ASX and other regulatory bodies or relevant exchanges including the requirements of the superannuation law; and
- > ensure compliance with the AML/CTF Act.

If an Authorised Participant does not provide the personal information required, their Creation Request may not be processed. Furthermore, if a Holder does not provide the personal information required, their Redemption Request may not be processed.

The Responsible Entity may be required to disclose some or all of a Holder's personal information, for certain purposes (as described under the Privacy Act 1988 (Cth)) to:

- > service providers, related bodies corporate or other third parties for the purpose of account maintenance and administration and the production and mailing of statements, such as share registries, custodians, auditors of the scheme and certain software providers related to the operational management and settlement of the Units;
- > related bodies corporate that might not be governed by Australian laws for the purpose of account maintenance and administration; or
- > to a Holder's financial adviser if they provide us with written consent to do so.

The Responsible Entity may also disclose a Holder's personal information to:

- > market products and provide services to them; and
- > to improve customer service (which may involve providing their personal information to other external service providers, including companies conducting market research).

This is to keep a Holder's financial adviser or broker (as notified to the Responsible Entity) informed so such adviser or broker can provide them with financial advice and ongoing service.

If any of the disclosures in the previous bullet points require transfer of a Holder's personal information outside of Australia, they consent to such transfer.

All personal information collected by the Responsible Entity will be collected, used, disclosed and stored by the Responsible Entity in accordance with its Privacy Policy, a copy of which will be made available to any Holder on request.

The Responsible Entity, Custodian, Administrator and Registrar respect the privacy of investors. Although Creation Requests are only accepted from Authorised Participants, if any other investor purchases Units in the Fund, their name may be placed on the Register and their personal information may be used to manage the Register and be disclosed under the Corporations Act.

10.7 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT 2006

Enacted by the Australian Government in December 2006, the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("AML/CTF Act") regulates financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing. The AML/CTF Act is regulated by the Australian Transaction Reports and Analysis Centre ("AUSTRAC"). Under the AML/CTF Act, the Responsible Entity (or its agent) is required:

- > to verify the identity of Authorised Participants before issuing Units to the Authorised Participant, and to re-identify the Authorised Participant if it considers it necessary to do so; and
- > to keep a record of any identification documentation for 7 years.

Identification of Authorised Participants

By lodging a Creation Request, each Authorised Participant confirms that it is a reporting entity under the AML/CTF Act and undertakes to provide the Responsible Entity with evidence of identity required by the Responsible Entity pursuant to the AML/CTF Act at any time upon request.

No Creation Request will be accepted by the Responsible Entity unless such evidence of the Authorised Participant's identity satisfactory to the Responsible Entity and its agents has been provided. The Responsible Entity can accept or reject any Creation Request in its discretion and is not liable for any resulting loss.

Transaction Freezes

Transactions may be delayed, blocked, frozen or refused where the Responsible Entity has reasonable grounds to believe that the transaction breaches Australian law or sanctions or the law or sanctions of any other country. Where transactions are delayed, blocked, frozen or refused the Responsible Entity is not liable for any loss you may suffer (including consequential loss) as a result of its compliance with the AML/CTF Act.

Reporting Obligations to AUSTRAC

The Responsible Entity has certain reporting obligations pursuant to the AML/CTF Act. The legislation prevents the Responsible Entity from informing you that any such reporting has taken place. Where legally obliged to do so, the Responsible Entity and its agents may disclose the information gathered to regulatory and/or law enforcement agencies, including AUSTRAC and to other bodies, if required by law.

10.8 NO COOLING OFF PERIOD

No cooling off period is provided in respect of investments in the Fund.

Once lodged, a Creation Request or Redemption Request is irrevocable except as required by law.

10.9 CONSENTS

Computershare Investor Services Pty Limited has given, and as at the date of this PDS not withdrawn its consent to be named as Registrar in the form and context in which it is named. Computershare Investor Services Pty Limited has had no involvement in the preparation of any part of this PDS other than being named as Registrar. Computershare Investor Services Pty Limited has not authorised, or caused the issue of and expressly disclaims and takes no responsibility for this PDS.

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch ("HSBC") has given, and as at the date of this PDS not withdrawn, its consent to be named as Custodian and Administrator in respect of the Fund. This consent is given on the basis that HSBC has not authorised or caused the issue of the PDS and has not made any statement that is included in the PDS or any statement on which a statement made in the PDS is based. HSBC expressly disclaims and takes no responsibility for any statements in or omissions in the PDS. This applies to the maximum extent permitted by law and does not apply to any matter to the extent to which the consent is given above.

10.10 REPORTING

Holders will receive the following regular reports:

- > Confirmations of all of their own Creations or Redemptions (issued following transactions and on request).
- > Contract notes from their broker (issued following all purchases or sales on the ASX).
- > Taxation statements issued annually after 30 June, providing Holders with taxation information including a summary of any Distributions.
- > Annual report including audited financial statements of the Fund in which they are invested. These are available online at www.etfsecurities.com.au.

10.11 ONGOING DISCLOSURE

Where the Fund is a disclosing entity, the Responsible Entity will comply with the continuous disclosure requirements

10. Additional Information

of the Act as if the Fund were an unlisted disclosing entity on the basis of ASIC's best practice disclosure recommendations for continuous disclosure.

10.12 COMPLAINTS

While the Fund is Registered, if a Holder submits to the Responsible Entity a complaint in relation to the Fund or its operations, the Responsible Entity must, if the Holder is a Retail Client, comply with the requirements of section 912A(2) of the Corporations Act applicable to the complaint.

Complaints may be lodged by writing to the Responsible Entity at the address shown on the back cover of this PDS. The Responsible Entity will always acknowledge any complaint in writing and respond within 45 days.

If the complainant remains unhappy, the complaint can then access an independent external dispute resolution scheme.

Complaints can be lodged with the Australian Financial Complaints Authority ("AFCA") of which the Responsible Entity is a member. AFCA is the external dispute resolution scheme for complaints involving financial services and products. Contact details for AFCA are as follows:

Address: GPO Box 3, Melbourne VIC 3001
Telephone: 1800 921 678
Email: info@afca.org.au
Website: www.afca.org.au

If investing through an IDPS or IDPS-like service then enquiries and complaints about your investment through the IDPS or IDPS-like service should be directed to the operator of that service or the Responsible Entity. Complaints regarding the operation of an IDPS or IDPS-like service should be directed to the IDPS operator.

The Australian Securities and Investment Commission also has a free call Infoline on 1300 300 630 which Holders may use to make a complaint and obtain information about their rights.

10.13 ASIC RELIEF

Ongoing Disclosure Relief

The Responsible Entity intends to rely upon an exemption in relation to ongoing disclosure requirements that is contained within ASIC Class Order [CO 13/721]. Under the terms of this exemption, a responsible entity of an AQUA exchange traded fund or a managed fund does not have to comply with section 1017B of the Corporations Act in relation to interests in a class of interests in the fund that are able to be traded on a financial market operated by ASX, for as long as the responsible entity complies with the provisions of the Corporations Act that apply to unlisted disclosing entities as if the Fund were an unlisted disclosing entity, and makes statements to this effect in the relevant PDS.

The Responsible Entity will comply with the continuous disclosure requirements of the Corporations Act with respect to the Fund, as if the Fund was an unlisted disclosing entity.

Unequal Treatment Relief

The Responsible Entity intends to rely upon an exemption in relation to unequal treatment in withdrawal from an AQUA exchange traded fund that is equivalent to that contained within ASIC Class Order [CO 13/721] granted by ASIC under Instrument [20-0666]. Under the terms of this exemption, a responsible entity of an AQUA exchange traded fund does not have to comply with section 601FC(1)(d) of the Corporations Act to the extent that it would prevent the responsible entity from permitting only authorised participants to withdraw from the Fund.

The Responsible Entity intends to rely on this relief to the extent necessary to allow the Responsible Entity to restrict eligibility to submit Redemption Requests in relation to Units to Authorised Participants. The Responsible Entity satisfies the conditions of reliance upon this relief, including by allowing all Holders the right to withdraw from the Fund and receive payment for their interests in money when trading in the Units on the AQUA market is suspended for more than 5 consecutive trading days.

Differential Fee Treatment Relief

The Responsible Entity intends to rely upon the exemption in relation to differential fee treatment that is contained in ASIC Corporations (Registered Schemes: Differential Fees) Instrument 2017/40, to the extent that any fees are waived or discounted for certain Holders. Under the terms of this Class Order, a responsible entity may charge, rebate or waive a management fee charged to a member on a basis that differs from that applying to other members who hold interests of the same class, where such differential treatment is based on at least one of the specified circumstances. These circumstances include where the differential treatment is in response to an offer made to a member that is a wholesale client (as defined in the Corporations Act) and based upon individual negotiation between the responsible entity and that member.

Unequal Treatment in Provision of Information to Authorised Participants

As at the date of this PDS, the Responsible Entity does not intend to provide information about the Index of the Fund or assets of the Fund to Authorised Participants before other Holders. However, if the Responsible Entity decides to do so, it intends to rely upon the exemption in relation to unequal treatment in the provision of information to authorised participants that is contained within ASIC Class Order [CO 13/721]. Under the terms of this exemption, a responsible entity of an AQUA exchange traded fund does not have to comply with paragraph 601FC(1)(d) of the Corporations Act to the extent that it would prevent the responsible entity from providing information to Authorised Participants before other members about scheme property, provided that it complies with certain conditions, including the making of statements to this effect in the relevant PDS.

The Responsible Entity intends to provide information to Holders at the same time as when the disclosure is made to Authorised Participants.

11. Taxation Considerations

INTRODUCTION

An investment in the Fund will have taxation consequences. The following taxation advice is a summary only and each investor is encouraged to seek their own independent tax advice.

The following discussion is based upon the Australian law and administrative practice in effect as at the date of this PDS. Investors should be aware that the ultimate interpretation of taxation law rests with the Courts and that the law, and the way the Commissioner of Taxation (“**Commissioner**”) or a Commissioner of State Revenue administers the law, may change at any time. This statement is necessarily general in nature and does not take into account the specific taxation circumstances of each individual investor. Investors should seek independent professional advice in relation to their own particular circumstances before making any investment decision.

This summary only deals with the Australian tax and stamp duty considerations of potential investors and does not deal with tax consequences in relation to other jurisdictions.

The Fund is established as a unit trust. The effect of tax on the Fund, and hence an investor’s investment in the Fund, can vary depending on such factors as the type of investment, the timing of investment transactions, and entry and exit of other investors in the Fund.

The following has been prepared on the assumption that:

- > the trustee of the Fund has elected for the Fund to be treated as an attribution managed investment trust (“**AMIT**”) within the meaning of section 995-1 of the *Income Tax Assessment Act 1997*;
- > the Fund is not a public trading trust under Division 6C of the *Income Tax Assessment Act 1936* (“**1936 Act**”); and
- > the Fund intend to elect to treat gains and losses on the disposal of certain eligible investments (primarily shares, non-share equity in a company, units in a unit trust, land and rights or options to acquire or dispose of the above unless they are debt interests or are otherwise a relevant financial arrangement) as being on capital account.

The discussion below assumes that the investor has acquired their Units through trading on the secondary market (i.e. they have purchased their Units).

AUSTRALIAN INVESTORS – DISTRIBUTIONS

The Fund is a resident of Australia for tax purposes. Therefore, the Fund is required to determine its tax components for the income year. These components may include assessable income, exempt income, non-assessable non-exempt income, tax offsets and credits of different characters. Investors are required to include their share of the Fund’s assessable tax components in their assessable income. Investors are treated as having derived their share of the assessable tax components of the Fund directly on a flow through basis. In the case where the Fund makes a loss for tax purposes, the Fund cannot distribute the loss

to investors. However, subject to the Fund meeting certain conditions, the Fund may be able to take into account the losses in subsequent years.

The amounts attributed to an investor may include a number of different types of income which reflect the income derived by the Fund. These components may include:

1. capital gains;
2. Australian sourced income (such as interest and other income);
3. foreign income and foreign income tax offsets;
4. franked dividends/franking credits; and
5. non-assessable amounts.

An Australian investor’s share of the assessable tax components of the Fund for a year of income, including amounts received in a subsequent year or which are reinvested under the Distribution Reinvestment Plan, forms part of the investor’s assessable income of that year.

The investor will be provided with a statement for tax purposes after 30 June each year to assist the investor (and their adviser) in determining their tax position. This tax statement will advise the investor of the share of the tax components of the Fund (if any) attributed to them which are required to be included in the investor’s tax return as assessable income and are likely to include capital gains, franked dividends / franking credits and any foreign income/foreign income tax offsets. The tax statement will also include details of any adjustments required to the investor’s cost base.

The tax components from the Fund which are attributed to investors may include franked distributions. Subject to satisfying certain criteria, such franked distributions generally entitle Australian resident investors to obtain a tax offset (the franking credit) that is available to offset against their income tax liability. Franked distributions and franking credits are included in a person’s assessable income. If the franking credits exceed the tax payable on an investor’s taxable income, the excess credits may be refundable to the investor if the investor is a resident individual or complying superannuation fund. Excess franking credits may generate tax losses if the investor is a corporate entity.

The amount of the tax components of the Fund which the investor is required to include in their assessable income may be different to the cash distributions received by an investor in respect of their Units. This is because the distributions received on the Units is determined by reference to the returns received in respect of the Fund, whereas the tax components of the Fund is determined by reference to the overall tax position of the Fund. An investor may be required to make, in certain circumstances, both upward and downward adjustments to the cost base of their unit holdings. This occurs where during an income year there is a difference between:

11. Taxation Considerations

- (a) the total of the amounts (money or property) that an investor is entitled to from the Fund and the tax offsets that are allocated to an investor in relation to the year; and
- (b) the tax components (including grossed up capital gains) included in that investor's assessable income or any non-assessable non-exempt income in relation to the year.

If the amount in (a) exceeds the amount in (b), the cost base of the investor's Units in the Fund should be reduced by the excess amount. This results in either an increased capital gain, or a reduced capital loss, upon the subsequent disposal of the investor's Units in the Fund. Should the cost base be reduced to below zero, the amount in excess of the cost base should be a capital gain that is to be included in the investor's taxable income.

Conversely, where the amount in (a) falls short of the amount in (b) during an income year, the cost base of the investor's Units in the Fund should be increased by the shortfall amount. This results in a decreased capital gain, or an increased capital loss, upon subsequent disposal of the investor's Units in the Fund.

AUSTRALIAN INVESTORS – DISPOSAL OF UNITS

Where an investor sells their Unit, the income tax consequences vary depending on whether:

1. the investor holds the Unit on capital account or on revenue account; and
2. the investor is an Australian resident for tax purposes.

(a) Capital account

An Australian investor should make a capital gain on the disposal of the Unit if the capital proceeds received by the investor exceed the asset's cost base. If the capital proceeds received by an investor are less than the asset's reduced cost base, then the investor should make a capital loss. Capital losses may be offset against taxable capital gains made by an investor but not against other types of income.

The cost base that an investor has in a Unit is, broadly, the sum of:

1. the amount the investor paid to acquire the Unit;
2. incidental costs of acquisition and disposal;
3. the costs of ownership of the Unit (e.g. interest incurred by an investor as a result of borrowing funds to acquire the Unit where the interest is not otherwise allowable as a tax deduction); and
4. Any subsequent adjustments to the cost base as set out above.

In the case of Units acquired under the Distribution Reinvestment Plan, the cost base of the Unit acquired will include the amount of the distribution applied to acquire the Units.

The reduced cost base of a Unit includes 1, 2 and 4 but not 3 of the matters listed immediately above.

In addition, an investor may be required to make both upward and/or downward adjustments to the cost base of their unit holdings, very broadly, where there is a difference between the cash distribution received by an investor in respect of their Units plus offsets and the amount of the assessable tax components (including grossed up capital gains) of the Fund which the investor is required to include in their assessable income and any non-assessable non-exempt income. Refer to the comments above under "*Australian investors – Distributions*".

In respect of a sale of a Unit, the capital proceeds which an investor receives should include the sale proceeds or other property the investor receives or is entitled to receive as a result of selling the Unit. An individual, trust or complying superannuation entity or a life insurance company that holds their Unit as a complying superannuation/FHSA asset may be able to claim the benefit of the CGT discount. A corporate investor cannot claim the benefit of the CGT discount.

Broadly, the CGT discount excludes a portion of the net capital gain from taxable income. For investors who are individuals or trusts this portion is 50%. For investors who are complying superannuation entities or life insurance companies who hold their Unit as a complying superannuation/FHSA asset, the portion is 33.33%.

Any available capital losses incurred by the investor reduce the capital gain before the remaining net capital gain is discounted in the hands of the investor. Capital losses can only be used to reduce capital gains under the CGT provisions.

(b) Revenue account

If an Australian resident investor acquires a Unit in the course of carrying on a business of dealing in securities or if the investor acquires the Unit as part of a profit-making scheme, then any gain made on the sale of the Unit should be included in the investor's assessable income as ordinary income. Similarly, a loss made on the sale should be deductible.

In the case of Units acquired under the Distribution Reinvestment Plan, the profit or loss on the disposal of the Unit should be determined by reference to the distribution applied to acquire the Units.

NON-RESIDENT INVESTORS – DISTRIBUTIONS

The Responsible Entity will withhold tax from distributions and attributions of a Fund's Australian sourced taxable income that are paid to a non-resident investor.

The rate of withholding tax will depend on the type of income and the country of tax residence of the investor, and any double tax treaty or information exchange agreements. In the absence of any applicable treaty or agreement, tax of 30% will generally be withheld on unfranked dividends and other Australian sourced income including capital gains on taxable Australian property. To the extent that a Fund meets the definition of a Withholding Managed Investment Trust, withholding

on other Australian sourced income may be lowered to 15% where the payment is made to a foreign resident in a country which has an effective exchange of information agreement with Australia. Tax of 10% will be withheld on interest income. No withholding tax is applicable in respect of fully franked dividends.

In most cases, these withholding taxes are each a final tax. As a result, the non-resident investor should not be entitled to a credit in Australia for any withholding tax paid or be liable to further tax on income from which withholding tax has been withheld.

Any foreign sourced income attributed to a non-resident investor should not be subject to tax in Australia.

An investor may be required to make, in certain circumstances, both upward and downward adjustments to the cost base of their unit holdings. This occurs where during an income year there is a difference between:

- (a) the total of the amounts (money or property) that an investor is entitled to from the Fund and the tax offsets that are allocated to an investor in relation to the year; and
- (b) the tax components (including grossed up capital gains) included in that investor's assessable income and any non-assessable non-exempt income in relation to the year.

If the amount in (a) exceeds the amount in (b), the cost base of the investor's Units in the Fund should be reduced by the excess amount. If the amount in (a) is less than the amount in (b) the cost base of the investor's Units in the Fund should be increased by the excess amount.

NON-RESIDENT INVESTORS – DISPOSAL OF UNITS

The tax consequences of the disposal of a Unit will depend upon whether the assets of the Fund consist wholly or principally of taxable Australian real property (including leasehold interests and rights to exploit or to explore the natural resources in Australia).

If the assets of the Fund consist wholly or principally of Australian real property, an investor may be required to include any gain made on the disposal of the Unit in their assessable income. The CGT discount would not be available in respect of any such gain. A non-resident investor who uses their Units in carrying on a business through an Australian permanent establishment should also include any gain made on the disposal of their Units in their assessable income.

If the assets of the Fund do not consist principally of Australian real property and the non-resident investor holds their Unit on revenue account, then any profit made on the sale of their Unit should only be subject to Australian income tax if the profit has an Australian source. The issue of source is question of fact, of which the place where the contract to sell the Unit is concluded will be a relevant factor. If the investor is a resident of a jurisdiction which has entered a double tax treaty with Australia then the investor may not be subject to Australian tax on profits

if the derivation of the profits is not attributable to any permanent establishment that they have in Australia. In these circumstances, the business profits article of the relevant double tax treaty may prevent Australia from taxing the gain.

It is strongly recommended that non-resident investors obtain their own tax advice when selling Units. It should also be noted that an investor may be subject to the tax laws in their country and should consult a taxation adviser before investing.

Foreign income and foreign income tax offsets

Where foreign tax has been paid by the Responsible Entity in respect of foreign investment of trust assets, the Responsible Entity will generally pass on any available corresponding foreign income tax offsets to resident investors so that investors can offset these income tax offsets against the Australian tax payable on their assessable foreign income.

Tax deferral provisions

The Fund may directly or indirectly hold interests in Controlled Foreign Companies ("CFC") at the end of a financial year. Under the CFC regime, resident investors may be assessed on their portion of the CFC's attributable income for the financial year, even though the income is not distributed.

Tax reforms

The expected tax implications of investing in a Fund described in this tax disclosure may change as a result of changes in the taxation laws and interpretation of them by the Courts and/or the Australian Tax Office.

For example, the AMIT tax regime has been introduced, which applies from 1 July 2016 (with individual managed investment trusts having the choice to apply the rules from 1 July 2015). Under this legislation, certain managed investment trusts may elect into the new attribution regime for the taxation of managed investment trusts which is intended to reduce complexity, increase certainty and minimise compliance costs. This attribution method of tax components is in lieu of the existing present entitlement to income method in Division 6 of the Income Tax Assessment Act 1936. This tax summary has been prepared on the basis that the Fund will elect to apply the AMIT regime.

Whether the Fund qualifies as an AMIT each year will depend on a number of factors, some of which are outside the control of the Fund, such as the profile of the ultimate beneficiaries. If the Fund does not qualify as an AMIT and/or does not make an election to apply the AMIT provisions, the existing present entitlement to income method in Division 6 of the Income Tax Assessment Act 1936 should apply.

It is recommended that investors obtain independent taxation advice that takes into account your specific circumstances regarding investing in the Fund and the potential application of any changes in the tax law.

11. Taxation Considerations

TFN withholding

An investor need not quote a Tax File Number (“TFN”) to the trustee when acquiring Units. However, if a TFN is not quoted, or no appropriate TFN exemption information is provided then the trustee is required to withhold tax from any income distributions made to an investor. The applicable rate of withholding tax is 47% (for the income year ended 30 June 2021). An investor who invests in Units in the course of carrying on an enterprise, may quote their Australian Business Number instead to avoid this withholding tax. If this withholding tax applies it is noted that it is merely a collection mechanism and an investor may claim a credit in their annual income tax return in respect of the tax withheld.

GST

The supply of the Units should not be subject to GST, nor is GST applicable to distributions paid to investors. If GST is or becomes payable on any taxable supply made under, or in connection with this document, the recipient of the supply will be required to pay an additional amount to the supplier in relation to GST.

An investor may not be entitled to full input tax credits for GST paid on the acquisition of goods and services (for example, financial advisory services) relating to the issue of the Units and acquisition and/or subsequent sale of Units. Investors should obtain their own advice as to whether an input tax credit or reduced input tax credit is available for any GST amounts, as this will depend on the investor’s personal circumstances.

Stamp duty

No stamp duty should be payable on the issue or transfer of a Unit provided that:

- (a) all the Units remain quoted on the ASX at all relevant times; and
- (b) if the Fund is at any time a landholder for stamp duty purposes, the Units issued or transferred alone, or when aggregated with Units already held by the acquirer, a related person of the acquirer or acquired as part of one arrangement, do not represent 90% or more of the issued Units of the Fund.

If stamp duty becomes payable by a Fund in connection with the terms of this PDS or as consequence of, or in connection with the purchase, sale or transfer of the Units, then the Fund can under the terms of this PDS require an investor to pay such stamp duty.

General tax gross up

Neither the Responsible Entity nor the Fund is liable for any taxes, duty or other charges payable by you in relation to or in connection with these terms or payable by the Fund or any other person on, as a consequence of, or in connection with, the purchase, sale or transfer of Units or rights, or any other supply under or in connection with these terms. The investor must pay all taxes (including GST) and other charges for which the investor becomes liable in relation to or in connection with these terms.

12. Glossary

Capitalised terms used in this PDS and the attached forms have the following defined meanings unless the context provides otherwise.

Administrator means The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch, being the counterparty to the Master Services Agreement with the Responsible Entity in respect of the Fund as may be amended or varied from time to time.

AFSL means an Australian Financial Services Licence issued by ASIC.

AMIT means the Attribution Managed Investment Trust tax regime that was introduced with effect from 1 July 2016.

AML/CTF Act means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), as supplemented, amended, varied or replaced from time to time.

AQUA Product has the meaning given in the Operating Rules and AQUA Products is to be construed accordingly.

AQUA Rules means:

- (a) Schedule 10A of the Operating Rules and Procedures;
- (b) such other rules that govern the quotation of AQUA Products; and
- (c) such other rules that govern the transfer of AQUA Products, as amended from time to time.

ASIC means the Australian Securities and Investments Commission or any Government Agency which replaces it or performs its functions.

ASX means ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

ASX Business Day has the meaning given to the term "Business Day" in the ASX Settlement Rules.

ASX Listing Rules means the ASX Listing Rules published by the ASX, as supplemented, amended, varied or replaced from time to time.

ASX Operating Rules means the ASX Operating Rules published by the ASX, as supplemented, amended, varied or replaced from time to time.

ASX Settlement Rules means the ASX Settlement Operating Rules published by ASX as supplemented, amended, varied or replaced from time to time.

ASX Trading Day means any day on which the ASX is open for trading.

ATO means the Australian Tax Office or any Government Agency which replaces it or performs its functions.

AUD means the lawful currency of the Commonwealth of Australia.

AUSTRAC means the Australian Transaction Reports and Analysis Centre or any Government Agency which replaces it or performs its functions.

Authorised Participant means a person that:

- (a) is a bank, securities house or other market professional approved by the Responsible Entity (in its absolute discretion); and
- (b) is approved by the Responsible Entity and has entered into an Authorised Participant Agreement with the Responsible Entity.

Authorised Participant Agreement means a written agreement between the Responsible Entity 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 Units and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied or waived by the Responsible Entity.

Business Day means a day other than a Saturday or Sunday on which banks are open for general banking business in Sydney.

Cash Component means that part of the Portfolio Deposit that is composed of cash.

CHESS means the Clearing House Electronic Sub register System established and operated in accordance with the ACH Clearing Rules.

Commissioner means the Commissioner of Taxation.

Compliance Plan means the arrangement that sets out how the Responsible Entity will ensure compliance with both the Corporations Act and the Trust Deed when operating the Fund.

Corporations Act means the Corporations Act 2001 (Cth) as amended or varied from time to time.

Counterparty Credit Risk means a failure by a relevant counterparty to perform their obligations that may impact the Fund, where the Fund is owed obligations by third parties under derivatives or other contractual relationships.

Creation means the process by which a Unit is issued under the terms of this PDS and in accordance with the Trust Deed.

Creation Fee means the fee payable on Creation of a Unit as set out in the applicable Fund Supplement.

Creation Request means an offer by an Authorised Participant to the Responsible Entity to subscribe for Units, being an offer on terms referred to in the form prescribed from time to time by the Responsible Entity and this PDS including through the System.

Creation Unit means a number of Units of that Fund as set out in the applicable Fund Supplement.

12. Glossary

CRS means the Common Reporting Standard adopted by the Australian Government on 1 July 2017. CRS is a single global standard for the collection, reporting and exchange of financial account information on foreign tax residents.

Custodian means the entity that provides custody services for the assets of the Fund under the Custodian Agreement as may be amended or varied from time to time and as at the date of this PDS means The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch.

Custodian Agreement means the agreement between the Responsible Entity and the Custodian dated 22 July 2021 pursuant to which the Custodian provides custody services for the assets of the Fund.

Dealing Day means in respect of the Fund as set out in the Fund Supplement.

Dealing Deadline means the relevant time which a Creation Request or Redemption Request must be received by the Fund and in respect of the Fund has the meaning set out in the Fund Supplement.

Delivery Deadline means in respect of a Creation to be made by way of transfer of the Portfolio Deposit, the time by which the Authorised Participant must deliver the Portfolio Deposit required in respect of such Creation and, in respect of the Fund, has the meaning set out in the Fund Supplement.

Differing Returns means that the return generated on the Units may not reflect the return that an investor would realise if he or she actually owned the relevant shares or other components comprising the Index.

Distribution Reinvestment Plan means the plan described in Section 9.3.

Effective Date means the date of processing of the Creation Requests or the Redemption Requests, depending upon the context.

ETF means exchange traded fund.

ETFSC means **ETFS Capital Limited**, a company incorporated in Jersey, registered number 88370.

ETFS Capital Group means the group of companies of which ETFSC is the parent.

ETFS or **Responsible Entity** means ETFS Management (AUS) Limited, the Responsible Entity under this PDS and in accordance with the Trust Deed.

FOS means the Financial Ombudsman Service or any Agency which replaces it or performs its functions.

FATCA means the Foreign Account Tax Compliance Act, as supplemented, amended, varied or replaced from time to time.

FMCA means the Financial Markets Conduct Act 2013 (New Zealand).

Fund means the Fund created in accordance with the Trust Deed and managed by the Responsible Entity under this PDS.

Fund Supplement means, in respect of the Fund, as set out at the back of this PDS.

Government or **Government Agency** means, whether foreign or domestic:

- (a) a government, whether federal, state, territorial or local or a department, office or minister of a government acting in that capacity; or
- (b) a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute or any stock exchange.

GST means a goods and services tax, value added tax, consumption tax or a similar tax or a tax on services only, including without limitation, GST as defined in section 195-1 of the GST Act.

GST Act means the A New Tax System (Goods and Services) Tax Act 1999 (Cth) as amended or varied from time to time.

Holders means:

- (a) where required by the Corporations Act, a person who holds an interest in the Fund (as contemplated in the definition of 'Member' in section 9 of the Corporations Act); and
- (b) upon the issue of the interest being registered, the holder of the interest means the person registered as a holder of relevant Units in the Fund (including persons jointly registered).

Holding Lock means, as defined by ASX from time to time, a facility that prevents securities from being deducted from, or entered into, a holding pursuant to a transfer or conversion.

IDPS means Investor Directed Portfolio Services as set out in ASIC Regulatory Guide 148.

iNAV means an estimated indicative Net Asset Value per Unit.

Index means, in respect of the Fund, the Index set out in the Fund Supplement, and **Indices** means all or some of them.

Index Constituent Settlement Day with respect to a Dealing Day means the day on which trades executed on the Dealing Day in an Index constituent are due to settle.

Index Trading Day means any day on which an Index value is calculated.

Index Event Risk means that adjustment may be made to the Index due to certain events.

Index License Agreement means, in respect of an Index, the agreement between the Responsible Entity and the Index Provider.

Index Provider means, in respect of the Fund and an Index, as set out in the Fund Supplement.

Initial Offer Period means the first day on which Creation Requests are received by the Responsible Entity in respect of the Fund.

IRS means the U.S. Internal Revenue Service.

Liabilities means the liabilities of the Fund including any provision which the Responsible Entity decides should be taken into account in accordance with generally accepted accounting principles applicable in Australia in determining the liabilities of the Fund, but excluding any liabilities:

- (a) to applicants for Units in respect of application money or property in respect of which Units have not yet been issued; or
- (b) to Holders, arising by virtue of the right of Holders to request redemption of their Units or to participate in the distribution of the assets on termination of the Scheme.

Liquid or **Liquidity** has the same meaning as in the Corporations Act.

Management Fee means the fees and costs charged by the Fund for the management of an investment in the Units, as set out in Section 8 (*Fees and Expenses*).

Market Announcements Platform means the Market Announcements Platform of the ASX.

Master Services Agreement means the Master Services Agreement dated 22 July 2021 (amended from time to time) between the Responsible Entity and the Administrator pursuant to which the Administrator provides administrative services to the Responsible Entity in connection with the Units.

Net Asset Value (NAV) in relation to the Fund, means the net asset value of the Fund or, as the context may require, of a Unit of any class relating to the Fund calculated as set out in Section 8 (*Fees and Expenses*).

Offer means the invitation made to the public under this PDS.

Operating Rules means the ASX Operating Rules published by the ASX.

Portfolio Deposit means the asset comprising securities and cash to be delivered by an Authorised Participant at settlement of a Creation Request.

Privacy Act 1988 (Cth) means the Privacy Act 1988 (Cth) as supplemented, amended, varied or replaced from time to time.

Recipient means a qualifying applicant or investor to which this PDS is distributed in connection with the consideration of an investment in the Fund.

Redemption means the process of redeeming a Unit under the terms of this PDS and in accordance with the Trust Deed.

Redemption Date in respect of a valid Redemption Request, means the Dealing Day on which the next Valuation Time, following the latest of:

- (a) the time at which the Redemption Request is received by the Responsible Entity;
- (b) where the redemption of Units has been suspended, the resumption of the redemption of Units; and
- (c) where the Responsible Entity makes a determination to reduce Redemption Requests rateably so that the total number of Units of the Fund for redemption on that Dealing Day shall not exceed 10% of the Net Asset Value of the Fund, the Dealing Day to which the relevant portion of the Redemption Request is allocated.

Redemption Fee means the fee payable on Redemption of a Unit as set out in the applicable Fund Supplement.

Redemption Request means a request to the Responsible Entity provided by the Holder either in writing or through an online system provided by the Responsible Entity to redeem Units which includes instructions provided by the Holder to the Responsible Entity which in the Trustee's reasonable opinion are sufficient to allow the Responsible Entity to effect the delivery or sale of the securities relating to the relevant Units.

Register means the register of holders kept by the Responsible Entity under the Corporations Act.

Registrar means Computershare Investor Services Pty Limited as appointed under the Registrar Agreement or such other registrar as may be appointed by the Responsible Entity from time to time to maintain the Registers.

Registrar Agreement means the Registry Services Agreement dated 31 March 2015 between the Registrar and the Responsible Entity.

Regulatory Required Provisions means certain provisions required in the Trust Deed for regulatory purposes.

Related Body Corporate has the meaning given in section 50 of the Corporations Act.

Replacement Product Disclosure Statement (PDS) means this Replacement Product Disclosure Statement dated 9 May 2022.

Responsible Entity means ETFS Management (AUS) Limited being the responsible entity of the Fund under this PDS and in accordance with the Trust Deed.

Retail Client has the meaning given to it in the Corporations Act.

SEATS means the ASX Stock Exchange Automated Trading System.

Settlement Date has the meaning given in the Fund Supplement.

12. Glossary

System means the system implemented by the Responsible Entity for enabling Authorised Participants to make Creation Requests and Redemption Requests by means of a secure website.

Target Range has the meaning given in the Fund Supplement.

Tax means all kinds of taxes, duties, imposts, deductions, withholding taxes and charges imposed by a government including GST or any amount recovered from the Responsible Entity by way of reimbursement of GST or any amount included either expressly or impliedly in an amount paid or payable by the trustee on account of GST, together with interest and penalties.

TFN means Tax File Number.

Transaction Costs means the costs incurred by the Responsible Entity and payable by a Holder in dealing with the assets of the Fund on behalf of a Holder, and include commissions, brokerage and slippage costs (for example, foreign exchange slippage costs, if any).

Transaction Documents means the documents which, in addition to this PDS, set out the terms and conditions relating to the Units as listed in Section 1.1 (*Overview*).

Trust Deed means the constitution of the Fund as amended or varied from time to time.

Units means a Unit issued under the terms of this PDS in accordance with the Trust Deed.

U.S. Securities Act means the U.S. Securities Act as supplemented, amended, varied or replaced from time to time.

USD means United States dollars

Valuation Time means a time determined by the Responsible Entity at which the Responsible Entity calculates the Net Asset Value as set out in the Fund Supplement.

13. Corporate Directory

References in this PDS to a particular time, unless otherwise stated, are references to the time in Sydney, Australia. Unless the context otherwise requires, references in this PDS to any agreement or documents 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 include a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or any such modification or re-enactment, in each case in force as at the date of this PDS. No documents, including the contents of any websites or web pages referred to in this PDS, form part of this PDS.

RESPONSIBLE ENTITY

ETFs Management (AUS) Limited
Level 7
50 King Street
Sydney NSW 2000
Australia
ACN: 150 433 828
AFSL: 466778

ADMINISTRATOR AND CUSTODIAN

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch
Level 36, Tower 1, International Towers Sydney
100 Barangaroo Avenue
Sydney NSW 2000
Australia

REGISTRAR

Computershare Investor Services Pty Limited
Yarra Falls
452 Johnston Street
Abbotsford VIC 3067
Australia

LEGAL ADVISERS AS TO AUSTRALIAN LAW

MinterEllison
Governor Macquarie Tower
1 Farrer Place
Sydney NSW 2000
Australia

AUDITORS

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000
Australia

14. Fund Supplement

ETFS Ultra Long Nasdaq 100 Hedge Fund

This Fund Supplement relates to the ETFS Ultra Long Nasdaq 100 Hedge Fund (in this Fund Supplement, the “Fund”) and supplements the more general information contained in the PDS in relation to an investment in the Units. Any decision to invest in the Units of the Fund should be based upon the PDS in its entirety and investors should seek professional advice before making any investment decision with respect to an investment in the Fund.

KEY FEATURES OF THE FUND

Fund Name	ETFS Ultra Long Nasdaq 100 Hedge Fund
Investment Objective	<p>The investment objective of the Fund is to provide investors with geared returns (before fees and expenses) that are positively related with the Nasdaq 100 Index.</p> <p>In other words:</p> <p>(a) when the Index moves down, it is anticipated the Fund will generate negative returns of a greater magnitude than the downward movement of the Index; and</p> <p>(b) when the Index moves up, it is anticipated the Fund will generate positive returns of a greater magnitude than the upward movement of the Index.</p> <p>The magnitude by which the returns generated by the Fund from time to time are greater than, or less than the movement in the Index, will depend primarily upon the leverage applied during the time in which the returns are calculated (which leverage will be within the Target Range).</p> <p>No significant change to the investment objective will be made unless such change is approved by a resolution of Holders representing at least 75% of votes cast.</p>
Index	Nasdaq 100 Index.
Index Provider	<p>Nasdaq Inc.</p> <p>The Index was not created by, and is not managed by, a Related Body Corporate of the Responsible Entity.</p>
Target Range	At any point in time in relation to the Net Asset Value, means a maximum of 200% to 275% of the Net Asset Value at that time.
Currency Hedged	Yes, but please note section 1.1 and section 2.10 regarding currency exposure.
Derivatives	It is intended that the Fund achieves substantially all of its exposure to the Index via E-mini Nasdaq 100 Futures contracts listed on the Chicago Mercantile Exchange (“CME”).
Derivatives Counterparty	The central counterparty for clearing E-mini Nasdaq 100 Futures is the CME.
Fees & Expenses	<p>Creation Fee \$550 inclusive of GST. Authorised Participants will be charged this flat fee on each Creation Request.</p> <p>Redemption Fee \$550 inclusive of GST. Authorised Participants will be charged this flat fee on each Redemption Request.</p> <p>Management Costs 1.00% per annum of the Net Asset Value of the Fund, comprised of: Management Fee: 1.00% per annum of the Net Asset Value of the Fund. Recoverable expenses: 0.00% per annum of the Net Asset Value of the Fund. Indirect costs: 0.00% per annum of the Net Asset Value of the Fund.</p>

Fees & Expenses (continued)	<p>Transaction Costs 0.25% per annum of the Net Asset Value of the Fund, comprised of:</p> <p>Creation or Redemption charges: 0.01% per annum of the Net Asset Value of the Fund</p> <p>Net Transaction Costs: 0.24% per annum of the Net Asset Value of the Fund</p> <p>Further information about the calculation of fees and expenses is set out in Section 8 (<i>Fees and Expenses</i>).</p>		
Creations	<p>Creation Unit 150,000 Units.</p> <p>Authorised Participants may submit Creation Requests in respect of whole multiples of Creation Units.</p> <p>Subscription price during Initial Offer Period \$10.</p> <p>This is the subscription price for Units subscribed for during the Initial Offer Period.</p>		
Dealing Day	Any day that is both an ASX Trading Day and an Index Trading Day.		
Dealing Deadline	4 p.m. on a Dealing Day.		
Delivery Deadline	10:30 a.m. on a Settlement Date.		
Valuation Time	4 p.m. on each Dealing Day.		
Settlement Date	Means the second ASX Business Day following the Dealing Day on which the relevant Creation Request or Redemption Request was received.		
Distributions	The Responsible Entity may make dividend distributions annually in respect of the period ending on 30 June in each year.		
Dividend Reinvestment	Available. See section 9.3 of the PDS for further information.		
Index information	Index tickers:	Bloomberg:	NDX
	Constituents:	100	
	Weighting factor:	Modified market capitalisation	
	Rebalancing frequency:	Quarterly	
	Country/region:	United States	
Index objective	The Nasdaq 100 Index is a modified capitalisation-weighted index, designed to track the performance of the 100 largest and most active non-financial domestic and international issues listed on the NASDAQ exchange.		
Index Methodology	<p>The methodology employed by Nasdaq in calculating the Index can be found at www.nasdaq.com.</p> <p>Investors should review the Index Methodology on the Nasdaq website prior to making an investment.</p>		
Index specific risk factors	<p>The following risk factors apply to an investment in Units in the Fund in addition to the risk factors which are set out in Section 5 (<i>Risks</i>) of the PDS. Investors should consider all of the information and risk factors set out in this Fund Supplement and Section 5 (<i>Risks</i>), and seek professional advice before making any investment decision with respect to an investment in the Fund.</p> <p>Understanding of Index Constituents. Investors should ensure that they are familiar with and understand the benchmark and the objectives of the Index (and the Fund) outlined above prior to making any investment. In particular they should understand the assets which underlie the Index and the methodology by which the assets are selected, weighted and rebalanced.</p>		

14. Fund Supplement

<p>Index specific risk factors (continued)</p>	<p>Comparison to other U.S. Benchmarks. Investors should understand the difference between the exposure to Nasdaq 100 securities and other U.S. share market benchmark indices which may contain more or less constituents and have different allocation methodologies.</p> <p>No guarantee Index meets the stated objective. Although the Index Methodology is designed to meet the objective of generating returns from higher yielding securities within the investment parameters, there is no guarantee the Index will meet this objective. Investors should form their own view on the Index Methodology and the capacity of the Index to meet the stated objective.</p> <p>Please refer to Section 5 (<i>Risks</i>) for general risk factors associated with an investment in the Fund.</p>
<p>Index disclaimer</p>	<p>The Fund is not sponsored, endorsed, sold or promoted by Nasdaq, Inc. or its affiliates (Nasdaq, with its affiliates, are referred to as the “Corporations”). The Corporations have not passed on the legality or suitability of, or the accuracy or adequacy of descriptions and disclosures relating to, the Fund. The Corporations make no representation or warranty, express or implied to the owners of the Fund or any member of the public regarding the advisability of investing in securities generally or in the Fund particularly, or the ability of the Nasdaq 100 to track general stock market performance. The Corporations’ only relationship to ETFS Management (AUS) Limited (“Licensee”) is in the licensing of the Nasdaq®, Nasdaq 100 and certain trade names of the Corporations and the use of the Nasdaq 100 which is determined, composed and calculated by Nasdaq without regard to Licensee or the Fund. Nasdaq has no obligation to take the needs of the Licensee or the owners of the Fund into consideration in determining, composing or calculating the Nasdaq 100. The Corporations are not responsible for and have not participated in the determination of the timing of, prices at, or quantities of the Fund to be issued or in the determination or calculation of the equation by which the Fund is to be converted into cash. The Corporations have no liability in connection with the administration, marketing or trading of the Fund.</p> <p>The Corporations do not guarantee the accuracy and/or uninterrupted calculation of the NASDAQ 100 or any data included therein. The Corporations make no warranty, express or implied, as to results to be obtained by Licensee, owners of the fund, or any other person or entity from the use of the NASDAQ 100 or any data included therein. The Corporations make no express or implied warranties, and expressly disclaim all warranties of merchantability or fitness for a particular purpose or use with respect to the NASDAQ 100® or any data included therein. Without limiting any of the foregoing, in no event shall the Corporations have any liability for any lost profits or special, incidental, punitive, indirect, or consequential damages, even if notified of the possibility of such damages.</p>

