

Amended and Restated Master Definitions Schedule

relating to the Collateralised Exchange Traded Securities
Programme

of Leverage Shares Public Limited Company

Master Definitions Schedule

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Dated 17 July 2024

The definitions set out in this Master Definitions Schedule apply separately to each agreement, instrument or deed in which it is specified that this Master Definitions Schedule is incorporated by reference and shall apply in each case, as modified or supplemented by the provisions of such agreement, instrument or deed and/or any other document specified to be incorporated into such agreement, instrument or deed.

In this Master Definitions Schedule, save where the context otherwise requires, words importing the singular number include the plural and vice versa.

"£", "Sterling", "sterling", "Pound Sterling" or "pound sterling" or "GBP" means the lawful currency for the time being of the United Kingdom.

"Additional Authorised Participant" means any Eligible Authorised Participant (other than the Initial Authorised Participant) that has entered into an Authorised Participant Agreement with the Issuer and has acceded to the LS Operating Procedures Agreement.

"Additional Security Document" means, any security document relating to the ETP Securities designated as such by Issuer and the Trustee, as amended, supplemented, novated and/or replaced from time to time but, for the avoidance of doubt, not including the Trust Deed or the Margin Account Security Agreement.

"Adjustment Event" has the meaning given to it in the Conditions.

"Affiliate" means, in relation to any person or entity, any other person or entity controlled, directly or indirectly, by the person or entity, any other person or entity that controls, directly or indirectly, the person or entity or any other person or entity directly or indirectly under common control with the person or entity. For these purposes, "control" of any entity or person means the power, directly or indirectly, either to (a) vote 10 per cent. or more of the securities having ordinary voting power for the election of directors of the relevant person or entity or (b) direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

"after-Tax basis" means, in relation to an indemnity or other payment to be made, that if any amount paid or due to any party under the relevant agreement is a taxable receipt of that party or is required by Applicable Law to be paid under deduction or withholding for or on account of Tax, the amount so paid or due ("Net Amount") will be increased to an amount ("Gross Amount") which, after deduction therefrom of the amount of any Tax which arises on the Gross Amount, equals the Net Amount, provided that if any payment is initially made on the basis that the amount due is not taxable in the hands of the recipient and it is subsequently determined that it is, or vice versa, appropriate adjustments will be made between the parties so that the recipient receives and retains for itself the Net Amount.

"Agency Agreement" means the Agency Agreement as specified in the Final Terms for each Series of ETP Securities (as amended, supplemented, novated and/or replaced from time to time).

"Agents" means any agent(s) as may be appointed from time to time in relation to the ETP Securities under the Programme Documents or any other agreement with the Issuer under

which such agent is appointed from time to time in relation to the ETP Securities, as applicable, and any successor or replacement and "**Agent**" means any of them.

"**Applicable Law**" means any law or regulation of any jurisdiction and shall include (without limitation) (i) any rule or practice of any Authority by which any party under the relevant agreement is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; (iii) any agreement between any Authority and any party under the relevant agreement that is customarily entered into by institutions of a similar nature; and (iv) FATCA.

"**Ancillary Assets**" means sovereign debt in the currency of denomination of the ETP Securities with an original maturity of less than one month which is rated at least A-1 by Standard & Poor's Ratings Services, and/or P-1 by Moody's Investors Service Ltd. and/or F1 by Fitch Ratings Limited.

"**Arranger**" means Leverage Shares Management Company Limited.

"**Arranger Fee**" means a fee charged by the Arranger in relation to each Series of ETP Securities, as modified by the Arranger from time to time, as set out in the Base Prospectus of the Issuer.

"**Articles**" means the memorandum and articles of association and/or other constitutional documents of a company.

"**Authorised Participant**" means the Initial Authorised Participant, the Second Authorised Participant and any Additional Authorised Participant.

"**Authorised Participant Agreement**" means, in respect of an Authorised Participant, the authorised participant agreement (as amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer and such Authorised Participant.

"**Authority**" means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction.

"**Available Receipts**" has the meaning given to it in the Conditions (as applicable).

"**Aztlan Portfolio Administration Agreement**" means the Irish law governed portfolio administration agreement entered into on or about 7 December 2021 (as amended, supplemented, novated and/or replaced from time to time) between the Issuer, the Trustee and Aztlan Equity Management LLC.

"**BACS**" means the Bankers Automated Clearing Service which is an automated payment system.

"**Base Prospectus**" means the base prospectus relating to the Issuer and the Programme dated 17 July 2024, as approved by the Central Bank of Ireland, as updated and supplemented from time to time; and/or the base prospectus relating to the Issuer and the Programme dated 17 July 2024, as approved by the Financial Conduct Authority, as updated and supplemented from time to time.

"**Bearer Securities**" has the meaning given to it in Conditions.

"**Benchmark Rate**" has the meaning given to it in the Base Prospectus.

"**Broker Dealer of Record**" means GWM Limited or any successor or replacement thereto or any other entity appointed as broker dealer of record in accordance with the terms of the Broker Dealer of Record Agreement.

"**Broker Dealer of Record Agreement**" means the amended and restated broker dealer of record agreement dated 18 December 2020 (as may be amended, supplemented, novated

and/or replaced from time to time) entered into between the Issuer and the Broker Dealer of Record.

"**Central Bank**" means the Central Bank of Ireland in its capacity as the competent authority in Ireland under the Prospectus Regulation.

"**CGN**" means a Global Bearer Security in classic global note form.

"**Clearing System Business Day**" means a day on which the Relevant Clearing System is open for the purpose of effecting settlement of ETP Securities.

"**Clearstream, Luxembourg**" means Clearstream Banking, S.A., Luxembourg and any successor thereto.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collateral Assets**" has the meaning given to it in Conditions.

"**Common Safekeeper**" means, in relation to a Series of ETP Securities issued in NGN or NSS form, the common safekeeper for Euroclear or Clearstream, Luxembourg appointed in respect of such Series.

"**Conditions**" means the version of the terms and conditions applicable to a Series of ETP Securities as specified in the Final Terms for each Series of ETP Securities, as so supplemented, replaced and/or modified by the Final Terms applicable to the ETP Securities.

"**Contractual Currency**" means, in relation to any payment obligation arising under any ETP Security, the currency in which that payment obligation is expressed.

"**Currency Business Day**" means a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Relevant Currency or, in the case of euros, a city in which banks in general have access to the TARGET2 System.

"**Daily Margin Interest Rate**" has the meaning given to it in the Base Prospectus.

"**Dealing Order**" means a Subscription Order or a Redemption Order.

"**Dealing Order Day**" has the meaning given to it in the Operating Manual.

"**Declaration of Trust**" means the declaration of trust dated 20 June 2017 under which the Share Trustee holds the benefit of the Shares on trust for charitable purposes.

"**Definitive Securities**" means Bearer Securities in definitive form and includes any replacement ETP Security issued pursuant to the Conditions.

"**Denomination**" means, in respect of a Series of ETP Securities, an amount equal to its Principal Amount.

"**Determination Agency Agreement**" means the amended and restated determination agency agreement originally dated 30 August 2019 and as most recently amended and restated on 17 July 2024 (as amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer, the Determination Agent, the Trustee and the Arranger.

"**Determination Agent**" means Calculation Agent Services LLC and any successor or replacement thereto or any other entity appointed as determination agent in accordance with the terms of the Determination Agency Agreement.

"**Determination Agent Breach**" has the meaning given to it in the Conditions.

"Disrupted Day" means:

- (A) in respect of any Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is not applicable, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event or a Severe Disruption Event has occurred; and
- (B) in respect of Index-linked Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is applicable, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event or a Severe Disruption Event has occurred; and
- (C) in respect of any Series of ETP Securities which pursue an Investment Strategy, for which the Final Terms specify that 'Multiple Exchange' is applicable, any Scheduled Trading Day on which (i) the Related Exchange fails to open for trading during its regular trading session; or (ii) a Market Disruption Event or a Severe Disruption Event has occurred.

"Disruption Event", in respect of a Series of ETP Securities, means any event that causes a Valuation Date in respect of that Series to be a Disrupted Day.

"Disruption Redemption Event" has the meaning given to it in the Conditions.

"Distribution" means any payment of principal or interest or any dividend or premium or other amount (including any proceeds of sale) or asset paid or delivered on or in respect of any Collateral Assets.

"Early Closure" means the closure on any Exchange Business Day of the Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on the Exchange or Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

"EEA" means the European Economic Area.

"Elavon Agency Agreement" means the amended and restated agency agreement originally dated 18 December 2020 and as most recently amended and restated on 17 July 2024 entered into in relation to the ETP Securities between the Issuer, the Trustee, Elavon Financial Services DAC and the Arranger (as amended, supplemented, novated and/or replaced from time to time).

"Eligible Authorised Participant" means any entity that meets the requirements of the LS Operating Procedures Agreement.

"ETP Securities" means, as the context may require, any or all securities issued by the Issuer under the Programme.

"ETP Security Value" has the meaning given to it in the Conditions.

"ETP Securityholder" and **"holder"** mean the bearer of any Bearer Security or the person in whose name a Registered Security is registered (as the case may be).

"ETP Securityholder Notice and Direction" has the meaning given to it in the Conditions.

"Euroclear" means Euroclear Bank S.A./N.V. and any successor thereto.

"**EUR**" and "**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union.

"**Event of Default**" has the meaning given to it in the Conditions.

"**Event of Default Redemption Notice**" has the meaning given to it in the Conditions.

"**Exchange**" means the exchange specified in either the relevant Investment Strategy or the Final Terms.

"**Exchange Business Day**" means:

- (A) in respect of any Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is not applicable, any Scheduled Trading Day on which the Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; and
- (B) in respect of any Index-linked Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is applicable, any Scheduled Trading Day on which (i) in the case of Index-linked Series, the Index Sponsor publishes the level of the Index, and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time; and
- (C) in respect of any Series of ETP Securities which pursue an Investment Strategy, any Scheduled Trading Day on which all the exchanges where the Reference Assets of the Investment Strategy are listed are open for trading during their regular trading sessions, notwithstanding any such exchanges closing prior to their Scheduled Closing Time.

"**Exchange Date**" has the meaning given to it in the Conditions.

"**Exchange Disruption**" means any event (other than Early Closure) that disrupts or impairs (as determined by the Arranger) the ability of market participants in general to effect transactions in, or obtain market values for: (i) the Reference Asset on the Exchange; or (ii) futures or options contracts relating to the applicable Series of ETP Securities on the Related Exchange.

"**Exchangeable Bearer Securities**" has the meaning given to it in the Conditions.

"**Extraordinary Resolution**" means a resolution passed at a meeting duly convened and held in accordance with schedule 6 of the Master Trust Deed by a majority of at least 75 per cent. of the votes cast, provided that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate number of the ETP Securities who for the time being are entitled to receive notice of a meeting held in accordance with the Master Trust Deed shall, for all purposes, be as valid and effectual as an Extraordinary Resolution passed at a meeting of such ETP Securityholders duly convened and held in accordance with the relevant provisions of the Master Trust Deed.

"**FATCA**" means any agreement described in section 1471(b) of the Code, sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

"**FATCA Withholding**" means any withholding or deduction required pursuant to FATCA.

"**FCA**" means the Financial Conduct Authority and any successor or replacement thereto.

"**FCA Rules**" means principles, guidance and rules issued by the FCA from time to time.

"Fed Funds Effective Rate" means, in respect of a day, the rate of interest (expressed as an annual rate) as published in Federal Reserve Statistical Release H.15 (519) or Reuters Screen FEDFUNDS 1 Page or Bloomberg Page FEDL01 INDEX or any substituted publication therefor, charged for federal funds (dollars in immediately available funds borrowed by banks on an overnight unsecured basis) on that day or the immediately preceding day for which it had a value, or, if not available, ascertained from any other source as the Margin Loan Provider may deem appropriate.

"Fee Letter" means a letter from the Trustee to the Issuer in respect of fees and expenses of the Trustee for services rendered to the Issuer pursuant to the terms of the Trust Deed.

"Fees" means the Arranger Fees and any other fees incurred by the Issuer in respect of a Series of ETP Securities.

"Final Redemption Amount" means an amount per ETP Security calculated by the Determination Agent equal to the greater of:

- (A) the Principal Protection Amount of an ETP Security; and
- (B) the Pro-rata Liquidation.

"Final Redemption Date" means for each Series, the final redemption date specified in the Final Terms for such Series.

"Final Redemption Settlement Date" means the day that falls three Currency Business Days after the Final Redemption Date.

"Final Terms" means the final terms specifying the relevant issue details of the ETP Securities.

"FSA" means the UK Financial Services Authority or any successor(s) to it.

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

"Funding and Brokerage Fees" means, in respect of a Series, all applicable fees including margin interest, securities lending fees, brokerage fees and costs of transaction taxes on the sale or purchase of Reference Assets (where relevant).

"Further Tranche" means any Tranche of a Series of ETP Securities issued after the Series Issue Date in accordance with the Conditions.

"Global Bearer Security" means the ETP Securities in bearer form represented by a global security.

"Global Registered Certificate" means a global certificate representing ETP Securities in registered form.

"Global Security" means a Global Bearer Security or a Global Registered Certificate.

"GWM Portfolio Administration Agreement" means the Irish law governed amended and restated portfolio administration agreement originally dated 5 February 2020 and as most recently amended and restated on 17 July 2024 (as further amended, supplemented, novated and/or replaced from time to time) entered into between the Issuer, the Trustee and GWM Limited.

"IB Margin Account Agreement" means a New York law governed client agreement entered into between the Issuer and Interactive Brokers LLC dated 19 September 2023 (as amended, supplemented and/or replaced from time to time).

"IB Margin Account Security Agreement" means the New York law governed margin account security agreement entered into on 18 October 2023 between the Issuer and the Trustee with respect to the IB Margin Account Agreement.

"Index" means the index specified for the ETP Securities in the Final Terms, or any Successor Index.

"Income Series" has the meaning given to it in the Conditions (as applicable).

"Index Business Day" means, in respect of an Index, any day on which the Index Sponsor in respect of such Index is scheduled to publish the level of the Index.

"Index Cancellation" has the meaning given to it in Conditions.

"Index Disruption" has the meaning given to it in Conditions.

"Index Level" means, in respect of an Index on any Valuation Date, the level of the Index published by the Index Sponsor.

"Index Modification" has the meaning given to it in Conditions.

"Index Sponsor" has the meaning given to it in Conditions.

"Individual Certificate" means, in respect of Registered Securities, a definitive certificate in registered form representing such Registered Securities.

"Initial Authorised Participant" means BNP Paribas Arbitrage S.N.C. and any successor thereto.

"Initial Authorised Participant Bankruptcy Event" means the Initial Authorised Participant is dissolved (other than pursuant to a consolidation, amalgamation or merger), is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes a general assignment, arrangement or composition with or for the benefit of its creditors, consents to the appointment of a receiver, administrator, liquidator or other similar official of either the entity or all or substantially all of its assets or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding-up, official management, liquidation or dissolution of such entity (other than pursuant to a consolidation, amalgamation or merger), a receiver, administrator, liquidator or other similar official of either the entity or all or substantially all of its assets is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of the entity or its property or affairs for the purpose of liquidation.

"Initial Early Redemption Event" has the meaning given to it in the Conditions.

"Initial Margin Loan Provider" means Interactive Brokers LLC.

"Initial Tranche" means the first Tranche of a Series of ETP Securities issued.

"Intellectual Property Rights" means any right, title or interest in all copyright, trade marks, trade names, goodwill, patents, registered design rights, unregistered design rights, database rights, domain names, confidential information, trade secrets, know-how and any other intellectual or industrial property right of whatsoever in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions and renewals including applications for registration or otherwise.

"Interest Amount" has the meaning given to it in the Conditions (as applicable).

"Interest Amount Entitled ETP Securities" has the meaning given to it in the Conditions (as applicable).

“Interest Declaration Date” has the meaning given to it in the Conditions (as applicable).

“Interest Ex Date” has the meaning given to it in the Conditions (as applicable).

“Interest Notification” has the meaning given to it in the Conditions (as applicable).

“Interest Payment Date” has the meaning given to it in Conditions (as applicable).

“Investment Strategy” means the investment strategy specified for the ETP Securities in the Final Terms.

“Investment Strategy Modification” means with respect to an Investment Strategy, the Portfolio Administrator makes operational adjustments to the Investment Strategy to ensure that, so far as possible, the basic principles and economic effect of the Investment Strategy are maintained or any material modification to the Investment Strategy or its implementation by the Portfolio Administrator.

“IPR” means all patents, copyright and related rights, trademarks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and any other intellectual property rights, whether registered or unregistered and all similar rights which subsist or will subsist in any part of the world.

“Issue Date” means the date of issuance of the relevant Tranche as specified in the Final Terms relating to such Tranche.

“Issue Price” means, in respect of a Tranche of ETP Securities, the amount per ETP Security specified in the Final Terms.

“Issuer” means Leverage Shares Public Limited Company, a public limited company incorporated under the laws of Ireland with registration number 597399.

“Issuer Call Redemption Notice” has the meaning given to it in the Conditions.

“Issuer Redemption Notice” has the meaning given to it in the Conditions.

“Issuer Reserved Matters” means matters with regard to the affairs of the Issuer which relate to the overall management or control of the Issuer, its structure or the overall framework for its activities or which are required by law to be undertaken by a director or by the board of directors of the Issuer and include (without limitation):

- (A) approving the terms of the Programme and any amendments thereto or termination thereof or approving and, where applicable, executing all agreements or other documents to be entered into by the Issuer in connection with establishing the Programme and any amendments thereto or termination thereof;
- (B) approving the terms of and any amendments, supplements or replacements to the Base Prospectus or other programme level offering document proposed to be issued in connection with any such programme (or in each case, any termination thereof);
- (C) approving the terms and form of each Series of ETP Securities to be issued pursuant to the Programme and any amendments thereto or termination thereof and approving and, where applicable, executing all agreements or other documents to be entered into by the Issuer in connection with the terms of any Series of ETP Securities and any amendments thereto or termination thereof;
- (D) approving the overall strategy relating to the jurisdictions and categories of investors to whom the Programme or any Series of ETP Securities will be marketed and any amendments thereto;

- (E) approving, amending the terms and scope of or terminating the appointment by the Issuer of any Authorised Participant, Broker Dealer of Record, Issuing and Paying Agent, Portfolio Administrator, Margin Loan Provider, Custodian, Determination Agent, Arranger or Registrar, reviewing the performance of each such party;
- (F) ratifying any issuance of ETP Securities in excess of the Programme Maximum Number of ETP Securities and approving any increase in the Programme Maximum Number of ETP Securities; and
- (G) approving the annual accounts of the Issuer.

"Issuer's Website" means the website having the following internet address: www.leverageshares.com or such other internet address as may be used by the Issuer and notified to ETP Securityholders and the Trustee in accordance with the Conditions.

"Issuing and Paying Agent" means any entity and any successor or replacement thereto, as specified in the Final Terms for each Series of ETP Securities, appointed as Issuing and Paying Agent.

"Leveraged Exposure" means a leveraged long exposure to the Reference Asset.

"Leverage Factor" means, if applicable, the leverage factor in respect of a Series of ETP Securities as specified in the relevant Final Terms.

"Leveraged Investment Amount" means the amount of margin that the Margin Loan Provider will extend by way of credit to the Issuer in the Relevant Currency equal to the product of (i) the difference between the Leverage Factor and one and (ii) the net proceeds of the issuance.

"Liabilities" means, collectively, liabilities, obligations, losses, claims, damages, judgments, penalties, assessments, actions, suits, costs, expenses or other similar liabilities (including, without limitation, legal fees and disbursements).

"London Business Day" means a day (other than a Saturday or Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in London.

"Loss" means any loss, liability, cost, claim, damages, expense (including, but not limited to, legal costs and expenses) or demand (or actions in respect thereof), judgment, interest on any judgment, assessment, fees or amounts paid in settlement of any action or claim.

"LS Group Entity" means Leverage Shares Management Company Limited, Calculation Agent Services LLC and GWM Limited and any Affiliate of any of them.

"LS Operating Procedures Agreement" means the operating procedures agreement relating to the Programme entered into on or about 18 December 2020 (as amended, supplemented novated and/or replaced from time to time).

"LS Margin Account Agreement" means either the IB Margin Account Agreement and/or the MS Margin Account Agreement and/or any other agreement entered into with a Margin Loan Provider, as applicable to a Series of ETP Securities.

"Mandatory Redemption" means a redemption of ETP Securities in accordance with the Conditions.

"Mandatory Redemption Amount" means an amount per ETP Security calculated by the Determination Agent equal to the greater of:

- (A) the Principal Protection Amount of such ETP Security; and

(B) the Pro-rata Liquidation.

"Mandatory Redemption Date" means, in respect of a Mandatory Redemption Event, the date designated as such in accordance with the Conditions.

"Mandatory Redemption Event" has the meaning given to it in the Conditions.

"Mandatory Redemption Settlement Date" means, in respect of a Mandatory Redemption Event, the day that falls three Currency Business Days after the day on which the Issuer has received payment in full from the Margin Loan Provider of the amounts payable in respect of the termination of the LS Margin Account Agreement.

"Margin Account" means each account of the Margin Loan Provider in which the Collateral Assets and any cash in respect of a Series of ETP Securities will be held by the Margin Loan Provider on behalf of the Issuer.

"Margin Account Security Agreement" means the IB Margin Account Security Agreement and/or the MS Margin Account Security Agreement and any other security agreement entered into with respect to an LS Margin Account Agreement, as applicable to a Series of ETP Securities.

"Margin Loan" means the Leveraged Investment Amount.

"Margin Loan Provider" means for each Series of ETP Securities, either Interactive Brokers LLC and/or Morgan Stanley & Co. LLC (and any of their respective successors) and/or any other entity appointed as margin loan provider in relation to the Programme.

"Market Disruption Event" means:

- (A) in respect of a Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is not applicable, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption which in either case the Portfolio Administrator determines in good faith and in a commercially reasonable manner to be material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure; and
- (B) in respect of a Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is applicable, either:
 - (1) the occurrence or existence, in respect of the Reference Asset, of:
 - (i) a Trading Disruption, which the Portfolio Administrator determines in good faith and in a commercially reasonable manner is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Reference Asset is principally traded;
 - (ii) an Exchange Disruption, which the Portfolio Administrator determines in good faith and in a commercially reasonable manner is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Reference Asset is principally traded; or
 - (iii) an Early Closure.

"Master Definitions Schedule" means this amended and restated schedule of definitions relating to the Programme originally dated the Programme Effective Date and as most recently amended and restated on or about 17 July 2024 (as further amended, supplemented and/or replaced from time to time).

"Master Trust Deed" means the amended and restated master trust deed originally dated the Programme Effective Date and as most recently amended on 17 July 2024 and made between the Issuer and the Trustee (as amended, supplemented, novated and/or replaced from time to time).

"MS Margin Account Agreement" means a New York law governed customer prime broker account agreement, and related and supplemental agreements entered into between the Issuer and Morgan Stanley and Co. LLC dated on or about 28 June 2024 (as amended, supplemented and/or replaced from time to time).

"MS Margin Account Security Agreement" means the New York law governed margin account security agreement entered into or to be entered into between the Issuer and the Trustee with respect to the MS Margin Account Agreement.

"Maximum Daily Redemption Limit" means a maximum limit (if applicable) on the redemption number of ETP Securities of a Series on any Optional Redemption Pricing Date, as may be amended by the Margin Loan Provider from time to time in accordance with the terms of the LS Margin Account Agreement and the LS Operating Procedures Agreement.

"NGN" means a Global Bearer Security in new global note form.

"Non-Disrupted Valuation Date" means a Valuation Date which is not a "Disrupted Day".

"Normal Exposure" means a +1x exposure to the Reference Asset.

"Notice Deadline" means 2.30 p.m. (Dublin time), provided that the Notice Deadline in respect of any Series of ETP Securities may be adjusted by agreement between the Issuer and the Margin Loan Provider with effect from the fifth calendar day following the date on which notice of such adjustment is given to the holders in accordance with the Conditions.

"Obligor" means each person that has an obligation to the Issuer pursuant to the Secured Property.

"Online Services" has the meaning given to it in the Registrar Agreement.

"Operating Manual" means the operating manual included in the LS Operating Procedures Agreement.

"Optional Redemption" means the redemption of ETP Securities at the option of one or more ETP Securityholders in accordance with the provisions of the Conditions.

"Optional Redemption Amount" means an amount per ETP Security calculated by the Determination Agent equal to the greater of:

- (A) the Principal Protection Amount of an ETP Security; and
- (B) the Pro-rata Liquidation.

"Optional Redemption Pricing Date" means a Valuation Date on which a Redemption Order is determined to be valid and accepted by or on behalf of the Issuer in accordance with the terms of the LS Operating Procedures Agreement.

"Optional Redemption Settlement Date" means the second Valuation Date after the Optional Redemption Pricing Date, provided that such Valuation Date is not a Disrupted Day and that such Valuation Date is both a Currency Business Day and a Clearing System Business Day.

"outstanding" means, for the purposes of the Conditions, the LS Margin Account Agreement and the Trust Deed, in relation to the ETP Securities and a Valuation Date, (i) on the Series Issue Date, the ETP Securities issued on such date, and (ii) on any Valuation Date thereafter, all the ETP Securities issued on or prior to such Valuation Date except (a) those that have

been redeemed in accordance with the Conditions; (b) those that have been cancelled for any reason; (c) those in respect of which the date for redemption has occurred and the redemption moneys have been duly paid to the Trustee or to the Issuing and Paying Agent and which remain available for payment against presentation and surrender of ETP Securities; (d) those that have become void or in respect of which claims have become prescribed; (e) those which have been issued and which are pending settlement to an Authorised Participant but in respect of which the relevant Authorised Participant(s) has not paid in full the relevant subscription amount under the Authorised Participant Agreement; (f) those in respect of which a Final Redemption Settlement Date, Mandatory Redemption Settlement Date or Optional Redemption Settlement Date has occurred and in respect of which the Issuer (or the Trustee or the Issuing and Paying Agent, as the case may be) has received in full the related termination payment under the LS Margin Account Agreement; (g) those that have been purchased, settled and cancelled as provided in the Conditions; (h) those mutilated or defaced Bearer Securities that have been surrendered in exchange for replacement Bearer Securities; (i) (for the purpose only of determining how many ETP Securities are outstanding and without prejudice to their status for any other purpose) those Bearer Securities alleged to have been lost, stolen or destroyed and in respect of which replacement ETP Securities have been issued and (j) any Global Bearer Security to the extent that it shall have been exchanged for one or more Definitive Securities pursuant to its provisions; provided that for the purposes of (1) ascertaining the right to attend and vote at any meeting of the ETP Securityholders, (2) the determination of how many ETP Securities are outstanding for the purposes of the Conditions, the LS Margin Account Agreement and the Trust Deed and (3) the exercise of any discretion, power or authority that the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the ETP Securityholders, those ETP Securities that are beneficially held by or on behalf of the Issuer and not cancelled shall (unless no longer so held) be deemed not to remain outstanding. For the avoidance of doubt, ETP Securities (if any) which the Issuer has agreed on or prior to such Valuation Date to redeem but in respect of which the related termination payment under the LS Margin Account Agreement has not yet been paid in full to the Issuer (or the Trustee or Issuing and Paying Agent, as applicable) shall be deemed to be "outstanding" on such Valuation Date and ETP Securities (if any) which the Issuer has agreed on or prior to such Valuation Date to issue but in respect of which payment of the relevant subscription amount has not been received in full from the relevant Authorised Participant(s) and settlement to such relevant Authorised Participant(s) has not yet occurred shall not be deemed to be "outstanding" on such Valuation Date.

"Paying Agent" means any entity as may be appointed from time to time as paying agent of the Issuer in accordance with the Conditions, and any successor or replacement thereto.

"Payment Business Day" means, in respect of any ETP Securities, any day (i) on which the Relevant Clearing System is open and (ii) which is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and the financial centre of the Relevant Currency which, in the case of a payment in EUR, is a TARGET Settlement Day.

"Physical Assets" means equity securities, debt securities, fixed income securities mutual funds and units in exchanged traded funds.

"Portfolio Administrator" means any entity and any successor or replacement thereto, as specified in the Final Terms for each Series of ETP Securities, appointed as Portfolio Administrator in accordance with the terms of the relevant Portfolio Administration Agreement.

"Portfolio Administration Agreement" means the Portfolio Administration Agreement as specified in the Final Terms for each Series of ETP Securities (as amended, supplemented novated and/or replaced from time to time).

"Potential Event of Default" means an event or circumstance that could, with the giving of notice, lapse of time and/or issue of a certificate become an Event of Default.

"Pricing Sources" has the meaning given to it in the Determination Agency Agreement.

"Principal" means the Final Redemption Amount, the Optional Redemption Amount or the Mandatory Redemption Amount (as applicable).

"Principal Amount" means, in respect of any ETP Security, the amount in the Relevant Currency specified in the Final Terms.

"Principal Protection Amount" means an amount per ETP Security, in respect of each Tranche of ETP Securities, corresponding to 2.00 per cent of the Principal Amount for the ETP Security of such Tranche.

"Pro-rata Liquidation" has the meaning given to it in the Conditions.

"Proceedings" has the meaning given to it in the Conditions.

"Programme" means the Collateralised Exchange Traded Securities Programme of the Issuer.

"Programme Document" means each of the Master Trust Deed, the Elavon Agency Agreement, the LS Margin Account Agreement, the Margin Account Security Agreement, the Portfolio Administration Agreement, the LS Operating Procedures Agreement, the Determination Agency Agreement, the Broker Dealer of Record Agreement, the Services Agreement and each Authorised Participant Agreement and **"Programme Documents"** means all such documents.

"Programme Effective Date" means 5 December 2017.

"Programme Maximum Number of ETP Securities" means 5,000,000,000,000.

"Programme Party" means a party to a Programme Document (other than the Issuer and ETP Securityholders).

"Prospectus Regulation" means Regulation (EU) 2017/1129.

"Publication Event Redemption Notice" has the meaning given to it in the Conditions.

"Publication Failure Event" has the meaning given to it in the Conditions.

"Rebalance Business Day" means any day which is an Exchange Business Day and also a day on which commercial banks and foreign exchange markets settle payment in the country in which the relevant Reference Asset is admitted to trading or any other day designated as a Rebalance Business Day by the Issuer.

"Rebalance Period" has the meaning given to it in the Base Prospectus.

"Record Date" has the meaning given to it in the Conditions.

"Redemption Account" means, in respect of ETP Securities, a bank account to receive payments in the Relevant Currency of the Optional Redemption Amount in respect of the redemption of such ETP Securities, which account shall be:

- (A) for an Authorised Participant, the bank account notified in writing for such purposes by the Authorised Participant to the Issuer, the Margin Loan Provider and the Trustee from time to time; and
- (B) otherwise, the bank account specified in the Redemption Order.

"Redemption Amount" means either the Final Redemption Amount, the Optional Redemption Amount or the Mandatory Redemption Amount.

"Redemption Order" means a Redemption Order in the form attached to the LS Operating Procedures Agreement, or such other form as may be acceptable to the Issuer in its sole discretion.

"Redemption Limit" means the sum of the Maximum Daily Redemption Limits applicable to the LS Margin Account Agreement relating to the ETP Securities.

"Reference Asset" means a reference asset of the relevant Index or Investment Strategy in respect of a Series of ETP Securities as specified in the Final Terms.

"Registered Securities" has the meaning given to it in the Conditions.

"Registrar" means Elavon Financial Services DAC or any successor or replacement thereto or any other entity appointed as registrar.

"Regulation D" means Regulation D under the Securities Act.

"Regulation S" means Regulation S under the Securities Act.

"Related Exchange" means the exchange specified in the Final Terms.

"Relevant Clearing System" means (i) Euroclear, (ii) Clearstream, Luxembourg; or (iii) any other recognised clearing system in which ETP Securities of a Series may be cleared.

"Relevant Currency" means the currency of denomination of the ETP Securities, as specified in the Final Terms.

"Relevant Date" has the meaning given to it in the Conditions.

"Relevant Member State" means each Member State of the European Economic Area.

"Relevant Provisions" means, in respect of the Determination Agent, the provisions of the Determination Agency Agreement, the Trust Deed, and the Conditions.

"relevant Series of ETP Securities" means the Series of ETP Securities constituted by the relevant Trust Deed. For the avoidance of doubt, references to a **"Series of ETP Securities"** shall include each Tranche of ETP Securities which are to be consolidated to form a single series with the ETP Securities of such Series with effect from the Issue Date of such Tranche.

"Relevant Stock Exchange" any stock exchange on which ETP Securities of a Series may be listed.

"Restricted Party" means a person:

- (A) whose name is listed on, or is owned or controlled by a person whose name is listed on, or acting on behalf of a person whose name is listed on, or operates in a sector listed on, any Sanctions List;
- (B) that is incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person incorporated under the laws of, a country or territory that is the target of country-wide or territory-wide Sanctions; or
- (C) that is otherwise the target of any Sanction or operating in any sector that is the target of any Sanction.

"RIS" means a regulated information service for the purposes of giving information relating to the ETP Securities and/or the rules of the Relevant Stock Exchange chosen by the Issuer from time to time, including but not limited to the Regulatory News Service (the **"RNS"**) of the London Stock Exchange.

"Sanctions" means the economic, financial or other sanctions laws, regulations or embargoes administered and enforced from time to time by any Sanctions Authority.

"Sanctions Authority" means:

- (A) the United Nations Security Council;
- (B) the European Union; or
- (C) the governmental institutions and agencies of the United States of America, including, without limitation, the Office of Foreign Assets Control of the United States Department of Treasury ("**OFAC**") or the governmental institutions and agencies of the United Kingdom, including, without limitation, Her Majesty's Treasury ("**HMT**").

"Sanctions List" means each list maintained or public designation made by a Sanctions Authority in respect of the targets or scope of the Sanctions that are administered and enforced by that Sanctions Authority including, without limitation:

- (A) the "Specially Designated Nationals List" and the "Consolidated Non-SDN List" each administered and enforced by OFAC; and
- (B) the "Financial Sanctions Consolidated List of Targets" administered and enforced by HMT, in each case as amended, supplemented or substituted from time to time.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc, and any successor thereto.

"Scheduled Closing Time" means, in respect of an Exchange or Related Exchange and a Valuation Date, the scheduled weekday closing time of such Exchange or Related Exchange on such Valuation Date, without regard to after hours or any other trading outside of the regular trading session hours.

"Scheduled Trading Day" means:

- (A) in respect of any Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is not applicable, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; and
- (B) in respect of any Index-linked Series of ETP Securities for which the Final Terms specify that 'Multiple Exchange' is applicable, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session; and
- (C) in respect of any Series of ETP Securities which pursue an Investment Strategy for which the Final Terms specify that 'Multiple Exchange' is applicable, any day on which the Related Exchange is scheduled to be open for trading for its regular trading session.

"Secondary Early Redemption Event" has the meaning given to it in the Conditions.

"Secured Creditor" means the Trustee, the Margin Loan Provider and the holders of the ETP Securities.

"Secured Obligations" means all present and future obligations of the Issuer to the Secured Creditors under the Programme Documents and each ETP Security.

"Secured Property" means the assets that are the subject of the security constituted by the Security Documents.

"**Securities Act**" means The United States Securities Act of 1933 as amended.

"**Security**" means, as the context requires, the security constituted by the Security Documents.

"**Security Document**" means each of the Trust Deed, the Margin Account Security Agreement and any Additional Security Document.

"**Series**" means all ETP Securities having the same ISIN or other similar identifier, including the Initial Tranche and any Further Tranche.

"**Series Issue Date**" means the date of issuance of the Initial Tranche of a Series of ETP Securities, as specified in the relevant Final Terms.

"**Services Agreement**" means the services agreement entered into between the Issuer and the Arranger in relation to the Programme (as amended, supplemented novated and/or replaced from time to time).

"**Severe Disruption Event**" means any event specified as such in the Final Terms.

"**Share Trustee**" means Monument Trustees Limited, with its registered office at 57 Herbert Lane, Dublin 2, Ireland and CRO number 345558, and any successor thereto.

"**Shares**" means the issued shares of the Issuer.

"**Short Exposure**" means a short inversed leveraged exposure to the Reference Asset.

"**Sub-Custodian**" means any sub-custodian (other than a clearing system) properly appointed by the Custodian for the safe-keeping, administration, clearance and settlement of the Collateral Assets or any of them.

"**Subscription Limit**" means any applicable limit on the Issuer's ability to fund newly issued ETP Securities pursuant to the terms of the LS Operating Procedures Agreement or the LS Margin Account Agreement, as may be amended from time to time.

"**Subscription Order**" means a request from an Authorised Participant delivered to the Issuer to issue ETP Securities.

"**Subscription Settlement Date**" means the second Valuation Date after the Subscription Trade Date, provided that such Valuation Date is not a Disrupted Day and that such Valuation Date is both a Currency Business Day and a Clearing System Business Day.

"**Subscription Suspension Event**" means the delivery by the Issuer of a notice in writing to each Authorised Participant, the Issuing and Paying Agent and the Determination Agent pursuant to the LS Operating Procedures Agreement stating that with effect from the date specified in such notice subscription of the ETP Securities shall be so suspended.

"**Subscription Trade Date**" means, subject to the Conditions, a Valuation Date on which a Subscription Order is determined to be valid and accepted by or on behalf of the Issuer in accordance with the terms of the LS Operating Procedures Agreement.

"**Successor Index**", has the meaning given to it in the Conditions.

"**Supplemental Trust Deed**" means, in respect of a Series of ETP Securities, a supplemental trust deed (as amended, supplemented, novated and/or replaced from time to time) dated the Issue Date of the first Tranche of ETP Securities of such Series and made between the Issuer, the Trustee and such other persons as may be specified therein which supplements the Master Trust Deed.

"**TARGET Settlement Day**" means a day on which the TARGET2 System is operating.

"TARGET2 System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system or any successor thereto.

"Tax" means any tax, duty, assessment, levy, charge or withholding of whatsoever nature imposed, levied, collected, withheld or assessed by any Authority (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Termination" means, in respect of the LS Margin Account Agreement, the total or partial close-out of the LS Margin Account Agreement in accordance with its terms.

"Threshold Event Date" has the meaning given to it in the Conditions.

"Tracking Error" means, in respect of a Series of ETP Securities, the annualised standard deviation of the difference between the performance of that Series each day and the performance each day of the Index corresponding to such Series.

"Trading Disruption" means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Reference Asset, or (ii) in futures or options contracts relating to the applicable Series of ETP Securities on any relevant Related Exchange.

"Tranche" means, in relation to a Series of ETP Securities issued on any date, the ETP Securities that are issued on the same Issue Date with the same Principal Amount.

"Transaction Document" means, in respect of the ETP Securities, the Trust Deed, each of the Security Document(s), the Agency Agreement, the Determination Agency Agreement, the LS Operating Procedures Agreement, the Authorised Participant Agreement, the LS Margin Account Agreement, the Portfolio Administration Agreement, the Master Definitions Schedule, the Broker Dealer of Record Agreement, the Services Agreement and any other agreement specified as such in the Final Terms.

"Transfer Agent" means any entity as may be appointed from time to time as transfer agent in accordance with the terms of the Agency Agreement and any successor or replacement thereto.

"Trust Deed" means, in respect of a Series of ETP Securities, the Master Trust Deed and the Supplemental Trust Deed in respect of such Series of ETP Securities.

"Trustee" means Apex Corporate Trustees (UK) Limited and all persons for the time being the trustee or trustees under the relevant Trust Deed.

"UK Prospectus Regulation" means the United Kingdom's version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

"United States" or **"U.S."** means the United States of America.

"Unscheduled Rebalance" means an unscheduled rebalance occurring on a Valuation Date on which the rebalancing mechanism built in the relevant Index or Investment Strategy in respect of a Series of ETP Securities has been triggered by a change in the price of the corresponding Reference Asset of such Index or Investment Strategy by more than the relevant trigger level for the Index or Investment Strategy in accordance with its methodology.

"USD" means the lawful currency of the United States of America.

“Valid Dealing Order” has the meaning given to it in the LS Operating Procedures Agreement.

“Valuation Date”, (i) in respect of any Index-linked Series means each Exchange Business Day and, in respect of a Subscription Order or a Redemption Order, each Exchange Business Day; and (ii) in respect of any Series which pursues an Investment Strategy, each Exchange Business Day and in respect of a Subscription Order or a Redemption Order, each Exchange Business Day.

“Valuation Information” has the meaning given to it in the Determination Agency Agreement.

“Valuation Time” means:

- (A) in respect of a Series of ETP Securities for which the Final Terms specify that ‘Multiple Exchange’ is not applicable, the Scheduled Closing Time on the Exchange on the relevant Valuation Date; and
- (B) in respect of Index-linked Series where the Final Terms specify that ‘Multiple Exchange’ is applicable:
 - 1. for the purposes of determining whether a Market Disruption Event has occurred (i) in respect of the Reference Asset, the Scheduled Closing Time on the Exchange, and (ii) in respect of any options contracts of future contracts on the Index, the close of trading on the Related Exchange; and
 - 2. in all other circumstances, the time at which the official Index Level is calculated and published by the Index Sponsor; and
- (C) in respect of any Series of ETP Securities which pursue an Investment Strategy, where the Final Terms specify that “Multiple Exchange” is applicable, the Scheduled Closing Time of the Related Exchange.

“Value Adjustments” means cash lending revenues and other revenues on collateral in respect of a Series of ETP Securities.

“VAT” means any system of value added tax as provided for in Council Directive 2006/112/EC applied in any Member State of the European Union and any other similar turnover, sales or purchase, tax or duty levied by any jurisdiction whether central, regional or local.