

## **BASE PROSPECTUS**

### **Altarius ETI AG**

*(a public limited company incorporated under the laws of Liechtenstein)*

#### **Up to EUR 1,000,000,000 Programme for the issue of ETI Securities in the form of derivative securities arranged by Altarius Capital Limited**

The company whose name appears above (the "**Issuer**") has established a programme (the "**Programme**") for the issue of ETI Securities in the form of derivative securities. The Issuer may from time to time issue ETI Securities on the terms set out herein, as completed by a Final Terms in respect of each issue of ETI Securities (the "**Final Terms**"). The aggregate nominal amount of ETI Securities issued by the Issuer under the Programme will not at any time exceed EUR 1,000,000,000 (or the equivalent in other currencies at the date of issue).

As at the date of this Base Prospectus, on the basis of the Previous Base Prospectus, the Issuer has issued the ETI Securities listed at Annex 2 hereto (the "**Issued ETI Securities**"), which are continued to be offered on the basis of this Base Prospectus.

The ETI Securities of each Series are derivative securities in the form of limited recourse obligations of the Issuer, at all times ranking pari passu with, and without any preference among, themselves and the ETI Securities of each other Series. Recourse in respect of the ETI Securities of each Series is limited in the manner described in the Conditions. In respect of any claim against the Issuer in relation to the ETI Securities, the Series Parties (other than the Issuing and Principal Paying Agent) and the ETI Security holders shall have recourse only to the assets of the Issuer. If, following enforcement and the realisation in full of any assets of the Issuer, any outstanding claim of the Series Parties (other than the Issuing and Paying Agent) and the ETI Security holders against the Issuer remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Issuer in respect thereof.

#### **Programme Arranger - Altarius Capital Limited**

The date of this Base Prospectus is 14<sup>th</sup> June 2023.

This document (the “**Base Prospectus**”) gives information on the Issuer and its Programme for the issue of ETI Securities in the form of derivative securities.

**This Base Prospectus is valid for a period of twelve months from the date of approval. The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of the ETI Securities, prepare a supplement to this Base Prospectus. The obligation to prepare a supplement to this Base Prospectus in the event of any significant new factor, material mistake or inaccuracy does not apply when the Base Prospectus is no longer valid.**

**Responsibility:**

Altarius ETI AG (LEI: 5299001XE1CIMMOEME82); registered office at Landstrasse 158, 9494 Schaan, Principality of Liechtenstein (the “**Issuer**”) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Neither the Arranger, any Authorised Participant or any Agent, has separately verified the information contained herein. Neither the Arranger, any Authorised Participant or any Agent makes any representation, express or implied, or accepts any responsibility with respect to the accuracy or completeness of any of the information in this Base Prospectus. None of this Base Prospectus, or any other information supplied in connection with a Programme, the Issuer, or any ETI Securities is intended to provide the basis of any credit, risk or other evaluation and none of this Base Prospectus, or any other information supplied in connection with the Programme or the Issuer should be considered as a recommendation by the Issuer, the Arranger, any Authorised Participant or any Agent that any recipient thereof should subscribe or purchase ETI Securities. Each potential subscriber or purchaser of ETI Securities should determine for itself the relevance of the information contained in this Base Prospectus and its subscription or purchase of ETI Securities should be based upon such investigations as it deems necessary. None of the Arranger, any Authorised Participant or any Agent undertakes to review the financial condition or affairs of the Issuer or any other entity whatsoever during the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in any ETI Securities of any information coming to the attention of the Arranger, any Authorised Participant or any Agent.

**Third Party Information:**

The Issuer confirms that information included in this Base Prospectus in respect of the Underlying Issuers and the Underlying Securities has been sourced from the Underlying Issuers. The Issuer further confirms that such information has been accurately reproduced, and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been

omitted which would render the reproduced information inaccurate or misleading.

**No Representations:**

No person has been authorised to give any information or to make representations other than those contained in this Base Prospectus in connection with the issue or sale of, or grant of a participation in the ETI Securities and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer or by Altarius Capital Limited (the “**Arranger**”). The delivery of this Base Prospectus, or any sale made in connection herewith shall not, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Issuer’s Programme or the Issuer is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

**Approval and Admission to Trading:**

This Base Prospectus has been approved by the Liechtenstein Financial Market Authority (the “**FMA**”), as the competent authority in Liechtenstein under Regulation (EU) 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 (the “**Prospectus Regulation**”). The FMA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of quality of the ETI Securities that are subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the ETI Securities. This Base Prospectus constitutes a base prospectus for the purposes of the Prospectus Regulation.

Application has been made to Frankfurt Stock Exchange for certain Series to be admitted to listing and trading on the Frankfurt regulated market. In addition, an application may be made for a Series to be listed on any other stock exchange or multilateral trading facility or a Series may be unlisted. There can be no assurance that any application for listing will be successful or that if successful, that the admission to listing will be maintained for the term of the ETI Securities.

**Form of ETI Securities:**

The ETI Securities will be issued in bearer form.

Bearer ETI Securities may be issued in New Global Note form (“NGN”) and in Classic Global Note form (“CGN”).

The Section of this Base Prospectus entitled “*Terms and Conditions of the ETI Securities*” contains further details relating to the form of ETI Securities which may be issued under the Issuer’s Programme. The Section of this Base Prospectus entitled “*Subscription and Sale*” contains further details relating to the selling and transfer restrictions applicable to the ETI Securities. Other than as expressly disclosed in this Base Prospectus, no action has been taken which would permit a public offering of the ETI Securities or possession or distribution of this Base Prospectus or any other offering material in any jurisdiction where action for this purpose would be required.

**Distribution:**

ETI Securities issued under this Programme have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or any state securities laws, and the Issuer is not, nor will it be, registered under the United States Investment Company Act of 1940, as amended (the “**1940 Act**”). The ETI Securities may not be offered, sold or otherwise transferred within the United States or to, or for the account or benefit of, any U.S. Person (as defined in Regulation S under the Securities Act).

The distribution of this Base Prospectus and the offering or sale of, or grant of a participation in, the ETI Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer and the Arranger and any Authorised Participant (as defined in this Base Prospectus), to inform themselves about and to observe any such restrictions. This Base Prospectus does not constitute, and this Base Prospectus may not be used, for the purposes of any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the ETI Securities or the distribution of this Base Prospectus in any jurisdiction where such action is required.

Certain restrictions on offers and sales of the ETI Securities and on distribution of this Base Prospectus are set out under “*Terms and Conditions of the ETI Securities*” and “*Subscription and Sale*”.

**Issuer Obligations:**

None of the Arranger, any Authorised Participant, any Agent or any person other than the Issuer has any obligation to any ETI Security holders to ensure payment or discharge of principal, interest and / or any other obligations in respect of a Series of ETI Securities.

**Currency:** References herein to “**EUR**” are to the currency of the member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community as amended by the Treaty of European Union. References to “**USD**” are to United States Dollars.

**No Offer:** This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Arranger to subscribe for, or purchase, any ETI Securities

**IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS BASE PROSPECTUS YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER FINANCIAL ADVISER.**

**IT SHOULD BE REMEMBERED THAT THE PRICE OF SECURITIES AND THE INCOME, IF ANY, PAYABLE FROM THEM CAN GO DOWN AS WELL AS UP**

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## RISK FACTORS

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The Issuer considers the risks disclosed in this section to be material risk factors, about which prospective ETI Security holders should be aware.

The ETI Securities will be solely debt obligations of the Issuer. The ETI Securities will not be obligations or responsibilities of the Arranger, any Authorised Participants, or the Agents (or any affiliate of any such company).

The purchase of, or investment in, any ETI Securities involves substantial risks. Each prospective purchaser of, or investor in, ETI Securities should be familiar with instruments having characteristics similar to the ETI Securities and should fully understand the terms of the ETI Securities and the nature and extent of its exposure to risk of loss.

Before making an investment decision, prospective purchasers of, or investors in, ETI Securities should conduct such independent investigation and analysis regarding the Issuer, the ETI Securities, the Underlying Securities and all other relevant persons and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the ETI Securities. However, as part of such independent investigation and analysis, prospective purchasers of or investors in ETI Securities should consider carefully all the information set forth in this Base Prospectus and in the applicable Final Terms and the considerations set out below.

Investment in the ETI Securities is only suitable for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the information contained in this Base Prospectus and in the applicable Final Terms and the merits and risks of an investment in the ETI Securities in the context of the investor's own financial, tax and regulatory circumstances and investment objectives.

Investment in the ETI Securities (or a participation therein) is only suitable for investors who:

- (a) are capable of bearing the economic risk of an investment in the ETI Securities (or a participation therein) for an indefinite period of time; and
- (b) recognise that it may not be possible to make any transfer of the ETI Securities (or a participation therein) for a substantial period of time, if at all.

The applicable Final Terms in connection with a Series of ETI Securities may contain sections setting out, in relation to the relevant Series, certain suitability and other investment considerations and / or risk factors relating to such Series and particular attention is drawn to those sections.

Neither the Issuer nor the Arranger has any additional duties to investors that are acquiring an interest in the ETI Securities (or a participation therein) not for their own account for investment, but with a view to resell, distribute or otherwise dispose of such interest (subject to any applicable law requiring that the resale, distribution or other disposition of the investor's property be within its control).

The Issuer or the Arranger or any Authorised Participant may, in their discretion, disregard interest shown by a prospective investor even though that investor satisfies the foregoing suitability standards.

None of the Issuer or the Arranger or any Authorised Participant provide investment advice and therefore do not make any personal recommendations to investors or their representatives regarding investments in the ETI Securities.

Potential investors are also advised to seek the advice of their bank or an independent financial and/or legal and/or tax advisor and/or any other professional advisor before making any investment decision and to observe any local sales restrictions.

The risks described may have a negative impact on the performance and liquidity of the ETI Securities. Please note that several risk factors may simultaneously affect the performance of the ETI Securities without any binding statement being made about their interaction. In addition, other currently unknown or unforeseeable risks may also have a negative impact on the value.

## **1 Issuer Risks**

### **1.1 Risks relating to the Issuer as a special purpose company**

The Issuer is a “*special purpose company*” and has been established for the sole purpose of issuing multiple Series of ETI Securities under the Programme and the hedging of its obligations arising pursuant to such issuances. The Issuer has an issued share capital only in the amount of EUR 50,000. It is a public limited company incorporated under the laws of Liechtenstein. Should any unforeseen expenses or liabilities (which have not been provided for) arise, the Issuer may be unable to meet them, leading to an Event of Default under the ETI Securities.

### **1.2 No Ringfencing of the assets of the Issuer**

The Issuer will incur obligations from time to time with respect to further Series of ETI Securities. There will be no ringfencing of the assets of the Issuer and all Series of ETI Securities will have recourse to a single pool of assets of the Issuer. Accordingly, investors in one Series of ETI Securities will be exposed to the risk of the Issuer defaulting under another Series of ETI Securities or otherwise being unable to discharge its obligations in respect of any other Series of ETI Securities. In the event that there is a shortfall in the assets of the Issuer such that it is unable to discharge its obligations in respect of the ETI Securities, such shortfall may be shared on a *pro rata* basis by all Series of ETI Securities.

### **1.3 Creditworthiness and solvency risk of the Issuer**

In the event of the Issuer’s insolvency, investors run the risk of suffering the total loss of their investment. Capital protection is not applicable in respect of the Issuer or an investment in the ETI Securities. Investors in ETI Securities should therefore review their respective financial circumstances to determine whether they are in a position to bear the risks of loss associated with an investment in the ETI Securities, in particular a total loss risk.

## **2 Risks relating to the ETI Securities**

### **2.1 Nature of an investment in ETI Securities**

The ETI Securities are not principal protected and are a high-risk investment. The ETI Security holders are neither assured of repayment of the capital invested nor are they assured of payment of any return on such capital.



Any payments to be made on the ETI Securities depend on the value of the relevant Underlying Securities to which they are linked. Should the Underlying Securities decrease in value, ETI Security holders will incur a partial or total loss of their investment.

## 2.2 **Ability of the Issuer to meet its obligations in respect of the ETI Securities**

Holders of the ETI Securities will be exposed to the risk that the Issuer will have insufficient assets to meet its obligations under the ETI Securities. While the return payable by the Issuer on a redemption of the ETI Securities of each Series will be linked to the performance of the Underlying Securities to which that Series is linked, there can be no assurance that the Issuer will have sufficient assets to pay this amount. The Issuer does not have substantial assets other than the proceeds of the ETI Securities and accordingly the ability of the Issuer to meet its obligations under the ETI Securities will depend upon the performance of any investments acquired by the Issuer with the proceeds of the ETI Securities. The Issuer has discretion as to how the proceeds of each Series of ETI Securities are used and if the Issuer was to invest in assets that did not perform as well as the Underlying Securities, it is likely that the Issuer would not have sufficient assets to discharge its obligations in respect of the ETI Securities. To mitigate this risk the Issuer is subject to an obligation to comply with a maximum Risk Capital Ratio which will limit the ability of the Issuer to invest in assets other than the Underlying Securities.

## 2.3 **Limited recourse nature of the ETI Securities**

In respect of any claim against the Issuer in relation to the ETI Securities, the Series Parties (other than the Issuing and Principal Paying Agent) and the ETI Security holders shall have recourse only to the assets of the Issuer. Any claims in relation to the ETI Securities and any claims against the Issuer of any other creditors of the Issuer who have agreed to limit their recourse in respect of such claim to the assets of the Issuer (together the “**Pari Passu Claims**”) shall be reduced *pro rata* (such reduction to be determined by the Calculation Agent) so that the total value of all Pari Passu Claims and any other unsecured claims against the Issuer shall not exceed the aggregate value of any remaining assets of the Issuer (the “**Remaining Assets**”). If, following the utilisation of the Remaining Assets, any outstanding claim of the Series Parties (other than the Issuing and Paying Agent) and the ETI Security holders against the Issuer remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following the extinguishment of any such claim, none of the Series Parties (other than the Issuing and Principal Paying Agent), the ETI Security holders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Issuer in respect of such further sum. For the avoidance of doubt, the Issuing and Principal Paying Agent has not agreed to any limitation on its recourse against the Issuer or the Issuer’s assets or to the extinguishment of any claims it has or may have against the Issuer or the Issuer’s assets or to the steps that it may take against the Issuer.

## 2.4 **Liquidity**

Upon issuance of each Series of ETI Securities issued by the Issuer under the Programme, no secondary market for such Series will exist. Prospective purchasers of the ETI Securities

should therefore recognise that they may not be able to make any transfer of the ETI Securities for a substantial period of time, if at all. Investors who wish to realise their investment may be required to redeem the ETI Securities and as described below, the right of redemption may be suspended by the Issuer at certain times. Investment in the ETI Securities is therefore only suitable for investors who are capable of bearing the economic risk of an investment in the ETI Securities for extended periods. The ETI Securities will be subject to restrictions on transfer as described under “*Subscription and Sale.*”

## **2.5 Suspension of Redemptions**

The Issuer may suspend the right to request redemptions of ETI Securities at any time while the redemption of the Underlying Securities has been suspended by the Underlying Issuer. Unless terminated earlier by the Issuer in its sole and absolute discretion, such suspension shall continue until such time as the suspension of the Underlying Securities terminates.

The Issuer shall give notice of any such suspension and of the termination of any such suspension to the Series Parties and the ETI Security holders as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions.

No redemption of the ETI Securities shall take place for the duration of any period during which the redemption of the ETI Securities is suspended. In such circumstances ETI Security holders would accordingly be unable to redeem any ETI Securities they hold within the normal timeframes specified in the Conditions.

## **2.6 Issuer call option**

The Issuer may at any time, in its sole and absolute discretion, elect to redeem all or some of the ETI Securities of a Series. In exercising such discretion, the Issuer will have no regard to the interests of the ETI Security holders, and ETI Security holders may receive less, or substantially less, than their initial investment.

## **2.7 ETI Security holders’ resolutions**

The ETI Security holders may pass a resolution (whether at a ETI Security holders’ meeting by way of vote or by written resolution) in respect of (among any other matters) amendments to the Conditions of the ETI Securities and / or any other agreements relating to the ETI Securities. The quorum requirements for the holding of ETI Security holders’ meetings shall be 75% and the voting thresholds required to pass resolutions at such meetings (or through written resolutions) to pass a resolution other than an Extraordinary Resolution is a clear majority of the votes cast at the meeting. The voting threshold at any ETI Security holders’ meeting in respect of an Extraordinary Resolution is at least 75 per cent. of the votes cast at the meeting (and, in the case of a written resolution, ETI Security holders holding 75 per cent of the aggregate number of ETI Securities outstanding who at such time are entitled to receive notice of a meeting).

ETI Security holders should be aware that any resolution (including an Extraordinary Resolution) duly passed by ETI Security holders of a Series will bind all the ETI Security holders.

## 2.8 **Tracking error**

While the amount which an ETI Security holders will be entitled to receive from the Issuer upon a redemption of its ETI Securities will be dependent upon the value of the relevant Underlying Securities, the amount received by an ETI Security holders may be less than they would have received had they invested directly in the relevant Underlying Securities. Such a difference in the performance of the ETI Securities of a Series and the relevant Underlying Securities will arise due to the Margin factor which may be considered in the calculation of the Redemption Amount.

## 2.9 **Clearing Systems**

ETI Securities under the Programme must be held through Clearstream Banking AG, Frankfurt ("**Clearstream**") and investors will not be entitled to receive individual certificates and will be able to trade their beneficial interests only through Clearstream. Holders of bearer ETI Securities have to rely on the procedures of Clearstream for transfer, payment and communication with the issuer.

## 2.10 **Not a bank deposit**

Any investment in the ETI Securities does not have the status of a bank deposit in Liechtenstein and is not within the scope of any deposit protection scheme. The Issuer is not regulated by the Liechtenstein Financial Market Authority by virtue of the issue of the ETI Securities.

# 3 **Risks relating to the Underlying Securities**

## 3.1 **Underlying Securities**

The return payable by the Issuer in respect of the ETI Securities of each Series will be linked to the performance of Underlying Securities issued by an Underlying Issuer, which are specified as being applicable in the relevant Final Terms for that Series. Furthermore, the Issuer may in its discretion use the proceeds of the ETI Securities to purchase Underlying Securities to which a Series is linked.

Such Underlying Securities do not offer principal protection but would be redeemed at a predetermined price linked primarily to the performance of an underlying asset or a portfolio of assets created by the relevant Underlying Issuer for such purposes pursuant to its articles of association and the Protected Cell Companies Act 2001 of Gibraltar.

The assets to which the performance of the Underlying Securities is linked may be unpredictable and volatile and the relevant Underlying Issuer does not guarantee that any changes will be beneficial. As a result, the value of such Underlying Securities may decrease and accordingly an investor in the ETI Securities may receive less than the amount initially invested or even zero.

Furthermore, if the Issuer were to invest in such Underlying Securities it may on redemption receive less than the amount initially invested which may adversely affect its ability to discharge its obligations in respect of the ETI Securities. Furthermore, the relevant Underlying Issuer may decide, opt, fail or otherwise default in making any payment on the

Underlying Securities which would, in turn, result in the Issuer being unable to effect payment to Investors. Any Underlying Securities acquired by the Issuer will not be held by the Issuer for the benefit of the Investors and ETI Security holders will not have any claim in respect of any such assets or any rights of ownership, including, without limitation, any voting rights or rights to receive any distributions in respect of the relevant underlying assets. In addition, ETI Security holders will have no claim against the relevant Underlying Issuer in relation to any such Underlying Securities acquired by the Issuer. The relevant Underlying Issuer has no obligation to act in the interests of Investors.

### **3.2 No interest in the Underlying Securities**

For the avoidance of doubt, the ETI Securities issued under the Programme will not convey any interest in the Underlying Securities nor confer on the holders of such ETI Securities any right (whether in respect of voting, dividend or other distribution) which the holder of any of the Underlying Securities may have. The Issuer will not be an agent of the holders of the ETI Securities for any purpose.

### **3.3 Nature of an investment in the Underlying Securities**

The Underlying Securities are not principal protected and any payments to be made on the Underlying Securities depend on the value of the related asset or the portfolio of assets maintained by the relevant Underlying Issuer. Should the related asset or the portfolio of assets decrease in value, the value of the Underlying Securities will correspondingly decrease which could result in holders of the ETI Securities incurring a partial or total loss of their investment.

### **3.4 Risk of the Underlying Issuer**

By acquiring ETI Securities, investors will be exposed to the credit risk of the relevant Underlying Issuer specified in the Final Terms. The Issuer will similarly be exposed to the credit risk of the relevant Underlying Issuer if it directly acquires the Underlying Securities.

The Underlying Issuers are not constituted as subsidiaries of the Issuer. Each Underlying Issuer is a special purpose entity with no business operations other than issuing the Underlying Securities, acquiring and owning the related assets or portfolios of assets, and entering into related transaction documents. Therefore, the ability of the relevant Underlying Issuer to meet its obligations under the Underlying Securities will depend, *inter alia*, upon the performance of the related assets or portfolios of assets. Other than the foregoing, the relevant Underlying Issuer will have no funds available to meet its obligations under the Underlying Securities.

### **3.5 Information Regarding the Underlying Securities**

Certain information regarding the Underlying Securities and the Underlying Issuers is contained in this Base Prospectus. Such information has been extracted from information published by the Underlying Issuers. The Issuer confirms that such information has been accurately reproduced. No further or other responsibility in respect of such information is accepted by the Issuer. The Issuer has not separately verified such information. Accordingly, other than as stated above, no representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted, by the Issuer as to the accuracy or

completeness of the information concerning the Underlying Securities and the Underlying Issuers contained in this Base Prospectus.

In addition to the information contained in this Base Prospectus, potential investors should consult the further information on the Underlying Issuer and the related Underlying Securities which can be found on the website of the Arranger, <https://altariuscapital.com>. Potential Investors should conduct their own investigations and, in deciding whether or not to purchase ETI Securities, should form their own views on the Underlying Issuers and the Underlying Securities based on such investigations and not in reliance on any information given in this Base Prospectus.

### **3.6 Provision of information**

None of the Series Parties (i) has provided or will provide prospective purchasers of ETI Securities with any information or advice with respect to the Underlying Securities, or (ii) makes any representation as to the quality of the Underlying Securities. The Series Parties may have acquired, or during the term of the ETI Securities may acquire, non-public information with respect to the Underlying Securities which will not be disclosed to investors.

The timing and limited scope of the information provided to investors regarding the Underlying Securities may affect the liquidity of the ETI Securities and the ability to obtain valuations accordingly. None of the Series Parties is under any obligation to make such information, whether or not confidential, available to investors.

### **4 Risks relating to taxation**

Each ETI Security holders will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the ETI Securities. The Issuer will not pay any additional amounts to ETI Security holders to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the ETI Securities. The tax legislation of the investor's Member State and of the issuer's country of incorporation may have an impact on the income received from the ETI Securities.

### **5 Regulatory risk**

The Issuer is not required to be licensed, registered or authorised under any current securities, commodities, insurance or banking laws of its jurisdiction of incorporation and will operate without supervision by any authority in any jurisdiction. There is no assurance, however, that regulatory authorities in one or more jurisdictions would not take a contrary view regarding the applicability of any such laws to the Issuer. The taking of a contrary view by any such regulatory authority could have an adverse impact on the Issuer or the holders of ETI Securities. Prospective investors should note that because the Issuer and the ETI Securities will not be licensed, registered, authorised or otherwise approved by any regulatory or supervisory body or authority, many of the requirements attendant to such licensing, registration, authorisation or approval (which may be viewed as providing additional investor protection) will not apply.

## 6 **Risks relating to Conflicts of Interest**

One (1) or more individuals may hold shares in and/or may be appointed to the board of directors (whether as executive or non-executive directors) of the Issuer, any Underlying Issuer, the Arranger, the Calculation Agent and/or any Authorised Participants. Such person may have an interest in securing maximum profits for the entities in which he holds shares or of which he is a director to the detriment of the Issuer and ETI Security holders.

Altarius Capital Limited is acting in a number of capacities in connection with this transaction. With respect to the Issuer, Altarius Capital Limited will act as the Arranger, an Authorised Participant and the Calculation Agent. Furthermore, with respect to the Underlying Issuers, Altarius Capital Limited will also act as Arranger. Altarius Capital Limited will have only those duties and responsibilities expressly agreed to by it in the Series Documents to which it is a party and will not, by virtue of its or any of its affiliates acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein.

Altarius Capital Limited is also responsible for managing the investments of the Underlying Issuer and for the calculation of the Net Asset Value of each Underlying Security of the ETI Securities.

Altarius Capital Limited may also be entitled to receive a number of fees in connection with the various capacities in which it is acting. The relevant Calculation Agency Agreement may provide that the Issuer shall pay to the Calculation Agent such fees as may be separately agreed between them from time to time. The relevant management agreement may provide that the Underlying Issuer shall pay to the Manager such fees as may be separately agreed between them from time to time. Altarius Capital Limited may also be entitled to receive a fee from the relevant Underlying Issuer and other service providers like prime brokers used by the Underlying Issuer.

Altarius Capital Value SL is the 100% owner of Altarius ETI AG (the Issuer) and Altarius Capital Ltd (the Arranger and Calculation Agent of the Issuer, the Arranger and Manager of the Underlying Issuer), which is the 100% owner of Altarius Index PCC Limited (Underlying Issuer). The Altarius Group may have an interest to maximise profits on these companies, and this may result in a conflict of interests that may negatively affect ETI Security holders. To manage this risk, the Altarius Group has a Conflicts of Interest Policy in place available upon request free of charge.

## 7 **Risks relating to other factors**

### 7.1 **No restrictions on activities**

Any of the Series Parties and any affiliate of any of them or other person on their behalf may have existing or future business relationships (including depository, lending, advisory or any other kind of commercial or investment management activities or other business) with any of the other Series Parties and any affiliate of any of them or other person on their behalf and may purchase, sell or otherwise deal in any assets or obligations of, or relating to, any such party. Any of the Series Parties and any affiliate of any of them or other person on their behalf may act with respect to any such business, assets or obligations without regard to any

possible consequences for the Issuer, the ETI Securities or any ETI Security holders (or the impact of any such dealing on the interests of any ETI Security holders) or otherwise.

## 7.2 **Credit risk in respect of the Agents**

The ability of the Issuer to meet its obligations under the ETI Securities will be dependent upon the Issuing and Principal Paying Agent making the relevant payments when due.

Accordingly, ETI Security holders are exposed, *inter alia*, to the creditworthiness of the Issuing and Principal Paying Agent.

## 7.3 **Currency risk**

ETI Security holders may be exposed to currency risks, because (i) the Underlying Securities may be denominated in a currency other than the applicable currency of the ETI Securities; (ii) the ETI Securities are denominated in a currency other than that of the country in which the ETI Security holders is a resident; or (iii) the assets comprised in the portfolio to which the Underlying Securities are linked are denominated in a currency other than the applicable currency of the ETI Securities. The value of the ETI Securities may therefore increase or decrease, based on currency fluctuations.

## 7.4 **Independent review and advice**

Each prospective investor must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the ETI Securities: (a) is fully consistent with its (or, if it is acquiring the ETI Securities in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition; (b) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the ETI Securities as principal or in a fiduciary capacity); and (c) is a fit, proper and suitable investment for it (or, if it is acquiring the ETI Securities in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the ETI Securities.

## 7.5 **No reliance**

Other than the Issuer disclosing these risk factors, the Series Parties and all affiliates of any of them cannot and do not have any duty to advise purchasers of the ETI Securities of suitability and investment considerations for such purchasers associated with the purchase of the ETI Securities as they may exist at the date hereof or from time to time hereafter.

**Each prospective investor should ensure that it fully understands the nature of the transaction into which it is entering and the nature and extent of its exposure to the risk of loss of all or a substantial part of its investment. In relation to any issue of ETI Securities under the Programme, attention is drawn, in particular, to Condition 5.2 (*Limited Recourse and non-petition*) and Condition 10 (*Enforcement*).**

ETI Securities issued by the Issuer under its Programme may be illiquid investments the purchase of which involves substantial risks. None of the Issuer or the Arranger or any Authorised Participant will undertake to make a market in the ETI Securities of any Series.

Investors' attention is also drawn to the Taxation section of this Base Prospectus.

The tax consequences for each investor in the ETI Securities can be different and therefore investors are advised to consult with their tax advisers as to their specific consequences.

**THE CONSIDERATIONS SET OUT ABOVE ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY ETI SECURITIES.**



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## DOCUMENTS INCORPORATED BY REFERENCE

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In accordance with Article 8(11) of the Prospectus Regulation, this Base Prospectus should also be read and construed in conjunction with the form of the Final Terms, the relevant Final Terms and the relevant Conditions of the ETI Securities from the previous base prospectus relating to the Issuer's Programme which was approved by the FMA on 14<sup>th</sup> June 2022 (the "**Previous Base Prospectus**") (with respect to any ETI Securities offered to the public and which offer continues after the expiration of such previous base prospectus under which it was commenced), which are incorporated by reference in this Base Prospectus.

Audited financial statements for period ending 31<sup>st</sup> December 2021 as well as none audited financial statements for the period ending 31<sup>st</sup> December 2022 have been prepared and are included at Annex 1 of this Base Prospectus.

This Base Prospectus may be supplemented from time to time.

Copies of all documents incorporated by reference in this Base Prospectus can be found on the website of the Arranger, <https://altariuscapital.com>.

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## INFORMATION RELATING TO SERIES

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### *General*

The information relating to the Issuer's Programme set out in this Base Prospectus should be read in conjunction with the relevant Final Terms in relation to any particular Series of ETI Securities and the terms of the relevant Constituting Document relating to such ETI Securities. Further information in respect of each Series of ETI Securities, and of the terms and conditions specific thereto, will be given in the applicable Final Terms and the relevant Constituting Document.

Pursuant to the Programme, the Issuer may from time to time create ETI Securities in the form of derivative securities in accordance with the terms and conditions of the ETI Securities (the "Conditions"). The ETI Securities will be issued in series (each a "Series") which may comprise one or more tranches issued on different issue dates. The ETI Securities of each tranche of the same Series will all be subject to identical terms, except for the issue dates and / or issue prices of the respective tranches. References herein to the "**Conditions**" of any Series or Tranche of ETI Securities are to the conditions of the ETI Securities of a Series or Tranche, being those set out under "*Terms and Conditions of the ETI Securities*" below, as completed by the applicable Final Terms in respect of each issue of ETI Securities, and by any other document specified as doing so. The applicable Final Terms relating to a Series or Tranche may complete any of the Conditions set out in this Base Prospectus, and in respect of such a Series the descriptions in this Base Prospectus shall be read as being subject to the Conditions as completed accordingly. In respect of any Series or Tranche of ETI Securities, the Issuer may issue a supplement to this Base Prospectus containing additional information in relation to the Conditions which are to apply to that Series or Tranche.

The ETI Securities will be issued in the form of Global Notes as Bearer ETI Securities and serially numbered. Their Denomination(s) and Relevant Currency are specified in the Final Terms.

The Section of this Base Prospectus entitled "*Terms and Conditions of the ETI Securities*" contains further details relating to the form of ETI Securities which may be issued under the Issuer's Program. The Section of this Base Prospectus entitled "*Subscription and Sale*" contains further details relating to the selling and transfer restrictions applicable to the ETI Securities. Other than as expressly disclosed in this Base Prospectus, no action has been taken which would permit a public offering of the ETI Securities or possession or distribution of this Base Prospectus or any other offering material in any jurisdiction where action for this purpose would be required.

Investors of the ETI Securities shall at no time have the right to demand physical securities.

Each Series of ETI Securities will be governed by the laws of Liechtenstein.

ETI Securities may be issued on a continuous basis in Series with no minimum size subject to compliance with all relevant laws, regulations and directives, including, without limitation, any applicable requirements of the Frankfurt Stock Exchange or any other Relevant Stock Exchange or competent authority on or by which the ETI Securities of a Series are intended to be listed or traded.

ETI Securities will be made available by the Issuer for subscription only to Authorised Participants who have submitted a valid subscription order to the Issuer. ETI Securities will be issued to investors as per

the arrangements in place between the Authorised Participants and such investor, including as to the application process, allocation, price, expenses and settlement arrangements.

#### *Listing*

Application has been made to the Frankfurt Stock Exchange for certain Series to be admitted to listing and trading on the Frankfurt Stock Exchange's regulated market.

**The Frankfurt Stock Exchange, with its electronic trading platform Xetra, is the location of the largest stock exchange in Germany. Deutsche Börse AG has been commissioned by the State of Hesse to operate the Frankfurt Stock Exchange. This means that it provides all the necessary technical and personnel services for the functioning of the marketplaces.**

**Deutsche Börse AG is thus the operator of the public "Frankfurt Stock Exchange" with its two trading centres "Xetra" and "Frankfurt Stock Exchange". Deutsche Börse is a company organised under private law whose shares are listed and tradable on the stock exchange. The carrier of trading in warrants, certificates and other structured products is Börse Frankfurt Zertifikate AG.**

In addition, an application may be made for a Series to be listed on any other stock exchange or multilateral trading facility or a Series may be unlisted. There can be no assurance that any application for listing will be successful or that if successful, that the admission to listing will be maintained for the term of the ETI Securities.

#### *Selling restrictions*

There are restrictions on the offer or sale of ETI Securities and the distribution of offering materials, see the section of this Securities Note entitled "Subscription and Sale".

#### *Public offers of ETI Securities in the European Economic Area*

The ETI Securities may, subject as provided below, be offered in certain Member States of the European Economic Area which have implemented the Prospectus Regulation in circumstances where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus. Any such offer is referred to as a "**Public Offer**".

Save as provided above, neither the Issuer nor the Arranger have authorised, nor do they authorise, the making of any Public Offer of ETI Securities in circumstances in which an obligation arises for the Issuer or the Arranger to publish or supplement a prospectus for such offer.

#### *Consent in accordance with Article 5 of the Prospectus Regulation*

In the context of any Public Offer of the ETI Securities, the Issuer accepts responsibility for the content of the Base Prospectus in relation to any person to whom an offer is made by any Authorised Offeror (as defined below) to whom the Issuer has given its consent to use the Base Prospectus where the offer is made in compliance with all conditions attached to the giving of the consent.

The Issuer has no responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such Public Offer.

Save as provided below, the Issuer has not authorised the making of any Public Offer and the Issuer has not consented to the use of this Base Prospectus by any person in connection with any Public Offer of ETI Securities. Any Public Offer made without the consent of the Issuer is unauthorised and the Issuer does not accept any liability or responsibility for the actions of the persons making any such unauthorised offer. If, in the context of a Public Offer, any person is offered ETI Securities by a person which is not an Authorised Offeror, any potential investor should check with such person whether anyone is responsible for this Base Prospectus, and if so, who that person is. If such potential investor is in any doubt about whether it can rely on this Prospectus and/or who is responsible for its contents it should take legal advice.

## **Consent**

*If so specified in the Final Terms in respect of any Tranche of ETI Securities, the Issuer consents to the use of the Base Prospectus by each financial intermediary identified in the relevant Final Terms to be an authorised offeror (an “**Authorised Offeror**”) in connection with any offer of ETI Securities that is not within an exemption from the requirement to publish a prospectus under the Prospectus Regulation (a “**Non-exempt Offer**”) during the offer period specified in the relevant Final Terms (the “**Offer Period**”), in the relevant Member State(s) and subject to the applicable conditions, in each case specified in the relevant Final Terms.*

**INVESTORS INTENDING TO ACQUIRE OR ACQUIRING ANY ETI SECURITIES IN A PUBLIC OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH ETI SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH INVESTOR AND THE RELEVANT AUTHORISED OFFEROR INCLUDING AS TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE RELEVANT AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION. NEITHER THE ISSUER NOR THE ARRANGER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.**

### *Applications for ETI Securities under Public Offers*

Applications for the ETI Securities should be made directly to an Authorised Offeror.

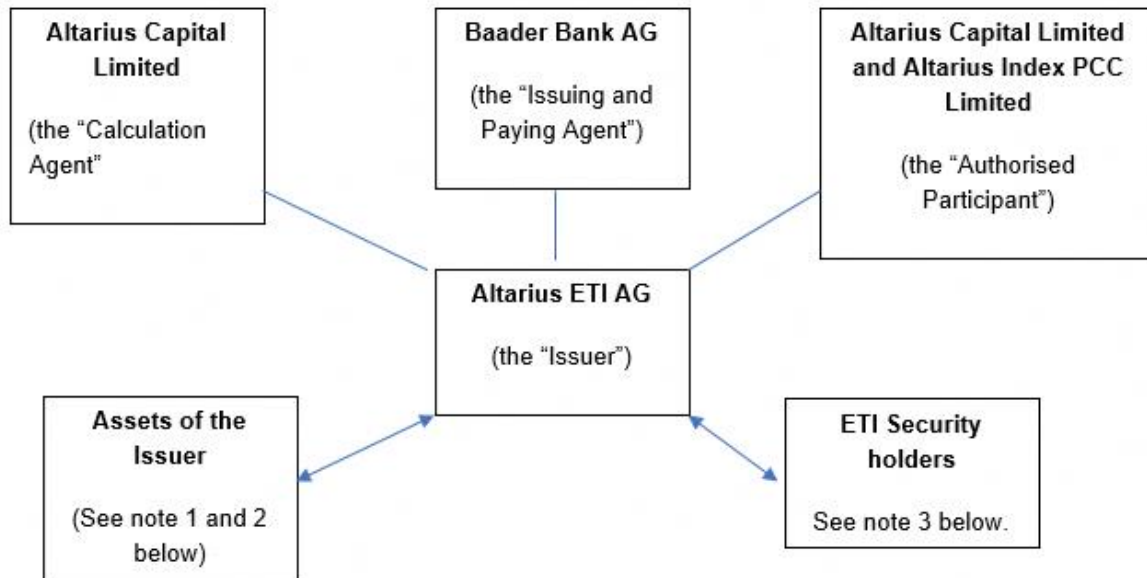
### *Governing law*

The governing law of the ETI Securities is Liechtenstein law.

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## OVERVIEW OF SERIES

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### NOTES

1. The Issuer has discretion with respect to how the issue proceeds of the ETI Securities are applied and may, but is not obliged to, use such proceeds to subscribe for Underlying Securities.
2. The assets of the Issuer will be realised to discharge the obligations of the Issuer in respect of the ETI Securities.
3. The Redemption Amounts payable to ETI Security holders in respect of the ETI Securities (as calculated in accordance with the Conditions) will reflect the performance of the Underlying Securities. The ETI Securities shall not bear any interest.

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## INVESTOR RETURN

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ETI Securities of each Series will provide a return equal to the Redemption Amount (as described below) which will reflect the performance of the Underlying Securities.

The Final Terms for each Series of ETI Securities will specify the Underlying Security and related Underlying Issuer which are applicable for that Series. Details of the Underlying Issuers that may be specified in the Final Terms are included in the section of this Base Prospectus entitled the “*The Underlying Issuers*”.

The Redemption Amount payable under the ETI Securities may diverge from the price of the Underlying Securities due to the Margin Factor which is considered in the calculation of the Redemption Amount.

### *Redemption Amount*

The Redemption Amount in respect of an ETI Securities for any day (the “**Relevant Day**”), is calculated as follows:

$$\text{Redemption Amount} = \frac{\text{NAV}(t)}{\text{NAV}(0)} * \text{Adjustment Factor} * \text{Denomination} * \text{Margin Factor}$$

Where:

“**Adjustment Factor**”: A number starting at 1 and adjusted on each day on which a Corporate Action is affected in respect of the Underlying Security, such adjustment to be determined by the Calculation Agent and made in such a way that the Redemption Amount is not affected by the Corporate Action of the Underlying Security;

“**Corporate Action**” means all corporate law measures including splits, dividend pay-outs, payouts by means of reduction of capital, mergers, capital increases or reductions and similar transactions having economic effects on the Underlying Issuer and/or the Underlying Security;

“**Margin Factor**” means 98% (or such higher percentage as the Issuer may in its absolute discretion determine) provided however that in respect of any redemption occurring following a Risk Capital Default Event, the Margin Factor shall be 100%;

“**NAV(t)**” means the NAV of the Underlying as at the NAV Day immediately preceding the Relevant Day;

“**NAV(0)**” means the NAV of the Underlying as at the first NAV Day immediately following the Series Issue Date;

“**NAV Day**”: Each day the Underlying Issuer accepts without restrictions subscriptions as well as redemptions in respect of the Underlying Security; and

“**NAV of the Underlying**”: means, in respect of each NAV Day, the price receivable by redeeming the Underlying Security on such NAV Day.

The ETI Securities are derivative zero-coupon debt instruments that shall not bear any interest.

### *Redemption by ETI Security holders*

An ETI Security holder which is not also an Authorised Participant may (subject as provided in the Conditions) on any Standard Redemption Day require the Issuer to redeem all or any part of its holding of such ETI Securities only where the relevant Final Terms for a Series of ETI Securities specifies that Standard Redemption is permitted or, where the relevant Final Terms for a Series of ETI Securities specifies that Standard Redemption is not permitted, only if the Issuer has notified the ETI Security holders that Standard Redemption will be permitted.

An ETI Securities Security holder which is also an Authorised Participant may (subject as provided in the Conditions) on any AP Redemption Day require the Issuer to redeem all or part of its holding of ETI Securities at the Redemption Amount by submitting to the Issuer a valid Redemption Order in accordance with the relevant Authorised Participant Agreement.

Within ten Issuer Business Days after the Redemption Day in respect of any Redemption Order, the Issuer shall notify the relevant ETI Security holder of the Redemption Amount payable in respect of ETI Securities which are subject of that Redemption Order. The Redemption Amount in respect of ETI Securities which are subject of that Redemption Order shall be paid on the Redemption Settlement Date in respect of the relevant Redemption Day which shall be the tenth Issuer Business Day after the notification by the Issuer of the Redemption Amount for that Redemption Day.

The Issuer may at its discretion elect to satisfy requests for the redemption of ETI Securities by transfer of the appropriate number of ETI Securities to one or more Authorised Participants from ETI Security holders requesting redemption, and for that purpose the Issuer may authorise any person on behalf of the ETI Security holders to execute one or more instruments of transfer in respect of the relevant number of ETI Securities provided that the amount payable to the ETI Security holders shall nonetheless be an amount equal to the relevant Redemption Amount and the relevant Redemption Settlement Date shall be the date of such transfer.

The Issuer may in accordance with the relevant Authorised Participant Agreement agree with any ETI Security holder which is also an Authorised Participant to satisfy any request for the redemption of any ETI Securities by the transfer to, or to the order of, such ETI Security holder on the Redemption Settlement Date of Underlying Securities with a value determined by the Calculation Agent to be equal to the Redemption Amount.

### *Suspension of Optional Redemptions*

The Issuer may suspend the right to request redemptions of ETI Securities at any time while the redemption of the Underlying Securities has been suspended by the Underlying Issuer. Unless terminated earlier by the Issuer in its sole and absolute discretion, such suspension shall continue until such time as the suspension of the Underlying Securities terminates.

The Issuer shall give notice of any such suspension and of the termination of any such suspension to the Series Parties and the ETI Security holders in accordance with Condition 16, as soon as reasonably practicable, but the failure to give any such notice shall not prevent the exercise of such discretions.

### *Issuer Call Redemption Event*

The Issuer may, on giving an irrevocable notice to the ETI Security holders of any Series (such notice, the “**Issuer Call Redemption Notice**”), elect to redeem all or some only of the ETI Securities and

designate a Redemption Day for such purposes, provided that the date designated as the Redemption Day shall not be earlier than the first calendar day following the date of the relevant Issuer Call Redemption Notice. Within ten Issuer Business Days of such Redemption Day designated by the Issuer the Issuer shall notify the ETI Security holders of the Redemption Amount payable in respect of the ETI Securities which are the subject of the Issuer Call Redemption Notice. Each ETI Security which is to be redeemed on such Redemption Day designated by the Issuer shall become due and payable on the related Redemption Settlement Date at its Redemption Amount. In the event that only some of the outstanding ETI Securities of a Series are called for redemption pursuant to an Issuer Call Redemption Notice, a *pro rata* portion of each ETI Security holder's ETI Securities of that Series shall be subject to such redemption.

#### *Perpetual ETI Securities*

ETI Securities can be structured as perpetual securities, which do not have a specified maturity date. Maturity terms, if any, will be specified in the Final Terms of each Series of ETI Securities.

#### *Calculation of Redemption Amounts*

The Redemption Amount for ETI Securities will be calculated by the Calculation Agent in accordance to the calculation agency agreement.



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## THE UNDERLYING ISSUER

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The ETI Securities are linked to the price of the securities specified in the relevant Final Terms and as identified below (the “**Underlying Securities**”). The issuer of the Underlying Securities (the “**Underlying Issuer**”) will also be specified in the Final Terms. In general, as the value of the Underlying Securities increases or decreases, so will the Redemption Amount payable in respect of such ETI Securities.

Investors should note that the Issuer may, but is not obliged to, apply the proceeds of the ETI Securities towards the acquisition of the relevant Underlying Securities. However, as described at the section below entitled “Use of Proceeds”, the Issuer is required to comply with a maximum Risk Capital Ratio which will limit the extent to which the Issuer can invest in assets other than those which serve as a direct hedge of the Issuer’s obligations under the ETI Securities.

Set out below is a description of Altarius Index PCC Limited which may be specified as an Underlying Issuer for any Series of ETI Securities. In the cases when the Underlying Issuer is not Altarius Index Pcc, the Underlying Issuer shall be specified in the Final Terms.

### **Altarius Index PCC Limited**

Altarius Index PCC Limited is a protected cell company incorporated with limited liability in accordance with the Protected Cell Companies Act 2001 of Gibraltar and with company registration number 122055. The registered office of Altarius Index PCC Limited is 2 Irish Town, Gibraltar, GX11 1AA and its telephone number is +350 200 79008. The duration of Altarius Index PCC Limited is indefinite.

Altarius Index PCC Limited has been established principally for the purposes of issuing bonds, notes or loan or other debt securities or instruments, secured or unsecured, in respect of which the repayment of capital and interest is to be funded from Altarius Index’s investments. Altarius Index PCC Limited falls within the definition of “securitisation special purpose entities” as defined at regulation 4(1) of the Financial Services (Alternative Investment Fund Managers) Regulations 2020 and as such is exempt from the aforementioned regulations pursuant to regulation 6(1)(g). Altarius Index PCC Limited has no subsidiaries.

An overview of Altarius Index PCC Limited is included below. Further information on Altarius Index PCC Limited and the cells it may create from time to time, including extracts from the latest offering documents of Altarius Index PCC Limited can be found on the website of the Arranger, <https://altariuscapital.com>.

### **Cell Securities**

Altarius Index PCC Limited may create an unlimited number of cells (the “**Cells**”) which are not separate legal entities from Altarius Index PCC Limited but have segregated assets and liabilities between themselves. Details of the Cells established from time to time by Altarius Index PCC Limited including the investment objectives, strategies and restrictions which apply to such Cells, will be specified in the offering supplements or similar documents.

Altarius Index PCC Limited may issue cell shares (“**Cell Shares**”) or cell linked notes (“**Cell Linked Notes**”) and together with the Cell Shares, the “**Cell Securities**”) in respect of each Cell it establishes.

Each Cell can issue multiple classes of Cell Shares and also classes of debt instruments and trackers being non-segregated from each other. All Cell Securities of a segregated Cell track equally the performance of that segregated Cell.

### **Underlying Securities**

Where Altarius Index PCC Limited is specified as the relevant Underlying Issuer for any Series of ETI Securities, the Final Terms of that Series will also specify the Cell Securities which are the Underlying Securities to which that Series of ETI Securities is linked.

### **Management of Altarius Index PCC Limited**

The board of directors of Altarius Index PCC Limited has responsibility for managing Altarius Index PCC Limited in accordance with its offering memorandum, any offering supplement(s), the articles of association of Altarius Index PCC Limited, Gibraltar law and other relevant legal and regulatory requirements.

The board of directors of Altarius Index PCC Limited is also responsible for the administration and for selecting service providers and any other agents as may be necessary from time to time.

Meetings of the board of directors of Altarius Index PCC Limited are held in Gibraltar.

The director of Altarius Index PCC Limited as at the date of this Base Prospectus is Altarius Capital Limited.

The directors of Altarius Index PCC Limited shall be entitled to a remuneration of up to 35 basic points per annum with a minimum of €38.000 per annum. No further cash or in-kind benefits are anticipated.

Altarius Index PCC Limited has not established any audit committee nor any remuneration committee.

It shall be the duty of the directors of Altarius Index PCC Limited to:

- keep cellular assets of Altarius Index PCC Limited separate and separately identifiable from non-cellular assets of Altarius Index PCC Limited; and
- keep cellular assets attributable to each cell of Altarius Index PCC Limited separate and separately identifiable from cellular assets attributable to other cells of Altarius Index PCC Limited.

The duties described above are not breached by reason only that the directors of Altarius Index PCC Limited cause or permit assets of Altarius Index PCC Limited or any of its Cells to be collectively invested, or collectively managed by a specific investment manager provided that the assets so invested or managed shall remain separately identifiable in accordance with the above provisions.

Altarius Index PCC Limited has appointed Altarius Capital Limited to act as its fund manager. Altarius Capital Limited holds a permission from the Gibraltar Financial Services Commission in accordance with the Financial Services Act 2019, to provide fund management services.

### **Share Capital of Altarius Index PCC Limited**

The share capital of Altarius Index PCC Limited is divided into one hundred (100) ordinary shares (“**Management Shares**”) as well as one participating and one nominal share per cell.

### *Management Shares*

The holder of each Management Share is entitled to one vote per share on all matters which may arise for consideration by the holders of the issued and outstanding voting shares of Altarius Index PCC Limited.

The Management Shares of Altarius Index PCC Limited have been issued to Altarius Capital Limited. Except to the extent that they have the right to a return of paid up capital on winding-up, the Management Shares do not participate in the assets of Altarius Index PCC Limited attributable to one or more segregated Cells.

Each Management Shares confers on its holder the right to receive notice, attend, speak and vote at any general meeting of Altarius Index PCC Limited or at any class meeting of holders of Management Shares and the right on a winding up of Altarius Index PCC Limited to receive pro rata up to the nominal amount paid-up thereon. Management Shares may only be issued or repurchased at par value and the proceeds of issue shall form part of the general assets of Altarius Index PCC Limited

### *Cell Shares*

Each Cell Share confers on its holder the right to participate in any dividend declared or paid (if any) on the class and / or series to which it belongs and the right on a winding-up of Altarius Index PCC Limited or the applicable Cell to participate in any surplus assets of the Cell in respect of which it is issued.

Subject to the limited rights to vote set out in the section '**Variation of Class Rights**' below, a holder of the Cell Shares in Altarius Index PCC Limited shall have no voting rights.

The proceeds of issue of any Cell Share form part of the assets of the Cell in respect of which it is issued.

### *Further Issues of Cell Shares or Class of Shares*

Without prejudice to any special rights previously conferred on the holders of existing Cell Shares, Altarius Index PCC Limited may allot, issue, grant options over or otherwise dispose of the Cell Shares or any other classes of Cell Shares (including fractions of Cell Shares) with or without preferred, deferred or other special rights or restrictions, whether with regard to dividend, voting or otherwise and to such persons, at such times and on such other terms as the board of directors of Altarius Index PCC Limited think proper. Altarius Index PCC Limited may not take such actions in a manner which would reduce the financial rights of the holders of Cell Shares without their consent.

### *Variation of Class Rights*

If at any time the share capital of Altarius Index PCC Limited is divided into classes of shares, the rights attached to any then existing class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not Altarius Index PCC Limited is being wound up, be varied with the consent in writing of the holders of not less than three-quarters of the issued Cell Shares of that class and of any other class of Cell Shares which may be affected by such variation or by a special resolution (i.e. a resolution passed by a three-quarters majority of those persons present and entitled to vote in favour of the resolution) passed at a separate class meeting of the holders of the shares of such class or by unanimous written resolution of such separate class. It shall not be deemed to be a variation of the rights attaching to any particular class of shares for Altarius Index PCC Limited to, *inter alia*, (i) create, allot or issue further Cell Shares ranking *pari passu* with, in priority to or subsequent to the existing Cell Shares

respectively, (ii) amend or vary the investment objective of one or more Cells, (iii) liquidate Altarius Index PCC Limited or any Cell and distribute its assets to shareholders Altarius Index PCC Limited in accordance with their rights, (iv) vest the assets in, or in trustees for, the shareholders of Altarius Index PCC Limited in specie or (v) purchase or redeem its Cell Shares.

### **Cell Structure and Segregated Assets**

The assets and liabilities of each Cell constituted by Altarius Index PCC Limited are, and shall be treated for all intents and purposes of law as, a pool of assets and liabilities separate from the assets and liabilities of each other Cell. Accordingly, the liabilities incurred in respect of a Cell shall be paid out of the assets forming part of the pool assets and liabilities of such Cell. In the event that the liabilities of a particular Cell exceed its assets, then the proportion of liabilities in excess of the assets shall not be allocated to the other Cells. The creditors of that Cell whose liabilities exceed its assets shall have no claim or right of action against the assets of the other Cells and of Altarius Index PCC Limited. In terms of Gibraltar law, the legal status of each Cell as a pool of assets and liabilities separate from the assets and liabilities of each other Cell and as a pool of assets and liabilities separate from the assets and liabilities of Altarius Index PCC Limited, shall be respected in any proceedings which may be instituted in terms of the Protected Cell Companies Act 2001 when such proceedings either relate to the liquidation, dissolution and consequential winding-up of Altarius Index PCC Limited or its re-organisation. Any such proceedings in relation to any one Cell shall not have any effect on the assets of any other Cell or of Altarius Index PCC Limited. The directors of Altarius Index PCC Limited shall hold or shall cause to be held such separate accounts, records, statements and other documents as may be necessary to evidence the liabilities and assets of each Cell as distinct and separate from the assets and liabilities of all the other Cells and of Altarius Index PCC Limited.

In the case of classes of Cell Shares issued in the same Cell, all assets and liabilities of each such class of Cell Shares would form part of the total assets and liabilities of the Cell of which such a class of Cell Shares forms part.

### **Memorandum and Articles of Association of Altarius Index PCC Limited**

The memorandum and articles of association of Altarius Index PCC Limited do not limit the activities or objects of Altarius Index PCC Limited

The business of Altarius Index PCC Limited shall be managed by its directors, who may exercise all the powers of Altarius Index PCC Limited. No alteration of Altarius Index PCC Limited's articles of association and no direction given by a special resolution of the members shall invalidate any prior act of the directors of Altarius Index PCC Limited which would have been valid if that alteration had not been made or that direction had not been given. The directors of Altarius Index PCC Limited may appoint such officers as they consider necessary to perform such duties as the directors of Altarius Index PCC Limited think fit.

#### *General Meetings*

The directors of Altarius Index PCC Limited may convene a general meeting of Altarius Index PCC Limited whenever the directors think fit and must do so if required to do so pursuant to a valid members' requisition. Members holding not less than 10% of the issued Management Shares may requisition a general meeting provided:

- (a) the requisition states the objects of the general meeting and must be signed by the requisitionists and deposited at the registered office of Altarius Index PCC Limited; and
- (b) if the directors of Altarius Index PCC Limited do not within 21 days from the date of the deposit of a valid requisition duly proceed to convene a general meeting to be held within a further 21 days, the requisitionists may themselves convene a general meeting of Altarius Index PCC Limited within three months of the date of the deposit of the valid requisition.

At least five clear days' notice shall be given of any general meeting of Altarius Index PCC Limited. Every notice shall specify the place, the day and the time of the meeting and the general nature of the business to be conducted.

### **Legal Proceedings**

There are no governmental, legal, litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which Altarius Index PCC Limited is aware) which may have or have had since the date of its incorporation, significant effects Altarius Index PCC Limited's financial position or profitability.

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## TERMS AND CONDITIONS OF THE ETI SECURITIES

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*The following is the text of the terms and conditions which, subject to completion by the Final Terms relating to a particular Series or Tranche of ETI Securities, will be applicable to the ETI Securities of such Series or Tranche. Unless the context requires otherwise, references in these terms and conditions to “ETI Securities” are to the ETI Securities of one Series only, not to all ETI Securities which may be issued under the Programme from time to time.*

The ETI Securities are issued under the exchange traded securities programme of the Issuer (the “**Programme**”) in the form of derivative securities.

The ETI Securities of the Series (as defined below) of which this ETI Security forms a part (in these terms and conditions, the “**ETI Securities**”) are constituted and governed by or pursuant to a Constituting Document relating to the ETI Securities (the “**Constituting Document**”) dated the Series Issue Date (as defined in Condition 1) between the “**Issuer**” (as defined in the Constituting Instrument) and other parties (if any) named therein. By executing the Constituting Document, the Issuer has entered into a calculation agency agreement (the “**Calculation Agency Agreement**”) with one or more of the parties defined in the Constituting Document as the “**Calculation Agent**” set out in the master calculation agency terms (the “**Master Calculation Agency Terms**”) as specified in the Constituting Document.

The Issuer has entered into a Paying Agent Agreement dated 27<sup>th</sup> May 2022 with Baader Bank AG (the “**Issuing and Principal Paying Agent**”) pursuant to which the Issuing and Principal Paying Agent has agreed to provide issuing and paying agencies services in respect of each Series of ETI Securities issued under the Programme.

The terms and conditions of a Series of ETI Securities will be the conditions set out below as completed by the Final Terms applicable to such Series. References herein to the “**Conditions**” of the ETI Securities are to these terms and conditions as so completed, modified and/or supplemented by the Final Terms applicable to the ETI Securities.

### 1 **Definitions**

#### 1.1 **Definitions**

In the Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Agents**” means the Calculation Agent, the Issuing and Principal Paying Agent or any of them and such other agent(s) as may be appointed from time to time in relation to the ETI Securities by the Issuer, and any successor or replacement and “**Agent**” means any of them.

“**AP Redemption Day**” means each Issuer Business Day, provided however that if on any such day redemptions of the Underlying Securities have been suspended, the AP Redemption Day shall be postponed to the day which is ten Issuer Business Days following the termination of such suspension.

**“Authorised Participant”** means, in relation to any Series of ETI Securities, each person appointed by the Issuer in the capacity of authorised participant in respect of that Series pursuant to an Authorised Participant Agreement with the Issuer.

**“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 substantially on the terms of the Master Authorised Participant Terms.

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

**“Bearer ETI Securities”** means ETI Securities issued in bearer form (including new global note form (“NGN”) and the classic global note form (“CGN”) and serially numbered.

**“Calculation Agent Breach”** has the meaning given to it in Condition 7.4.2.

**“CGN”** means Classical Global Note.

**“Clearing System Business Day”** means a day on which the Relevant Clearing System is open for business.

**“Clearstream”** means Clearstream Banking AG, Frankfurt am Main, which expression shall include, where the context so permits, any successor in business of Clearstream.

**“Common Safekeeper”** means, in relation to a Series of ETI Securities issued in CGN and NGN form, the common safekeeper for Clearstream appointed in respect of such Series.

**“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.

**“Definitive Securities”** means Bearer ETI Securities in definitive form and includes any replacement ETI Security issued pursuant to the Conditions.

**“Denomination”** means, in respect of a Series of ETI Securities, an amount equal to its Principal Amount.

**“EEA”** means the European Economic Area.

**“ETI Securities”** means the Series of ETI Securities to which these Conditions relates or, as the context may require, any or all securities issued by the Issuer under the Programme.

**“ETI Security holders”** and **“holder”** have the meaning given to them in Condition 2.2.

**“Event of Default”** has the meaning given to it in Condition 9.

**“Event of Default Redemption Notice”** has the meaning given to it in Condition 9.

**“Exchange Date”** means a day falling not less than 60 calendar days after the date on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Principal Paying Agent is located.

**“Extraordinary Resolution”** means a resolution passed at a meeting of the ETI Security holders duly convened and held 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 ETI Securities who for the time being are entitled to receive notice of a meeting shall, for all purposes, be as valid and effectual as an Extraordinary Resolution passed at a meeting of such ETI Security holders duly convened and held.

**“Final Terms”** means, in respect of any ETI Securities, the final terms as set out in the Constituting Document for such ETI Securities.

**“Further Tranche”** means any Tranche of a Series of ETI Securities issued after the Series Issue Date in accordance with Condition 15.

**“Global Bearer Security”** means the ETI Securities in bearer form represented by a global security.

**“Initial Tranche”** means the first Tranche of a Series of ETI Securities issued.

**“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 ETI Securities, the amount per ETI Security specified in the Final Terms.

**“Issuer Business Day”** means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the jurisdiction of incorporation of the Issuer.

**“Issuer Call Redemption Notice”** has the meaning given to it in Condition 6.6.

**“Issuer Call Redemption Notice Period”** means the number of calendar days specified in the Final Terms provided that such period shall commence on the calendar day following the date of the relevant Issuer Call Redemption Notice.

**“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.

**“Master Authorised Participant Terms”** means for each Series, the master authorised participant terms as specified in the Constituting Document for that Series.

**“Master Definitions”** means for each Series, the master definitions as specified in the Constituting Document for that Series.

**“Maximum Daily Redemption Limit”** means a maximum limit (if applicable) on the redemption number of ETI Securities of a Series on any Redemption Day.



“**NGN**” means New Global Note.

“**Outstanding**” means, for the purposes of the Conditions, in relation to the ETI Securities, (i) on the Series Issue Date, the ETI Securities issued on such date, and (ii) on any day thereafter, all the ETI Securities issued on or prior to such day except (a) those that have been redeemed in accordance with Condition 6; (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 ETI Security holders or to the Issuing and Principal Paying Agent and which remain available for payment against presentation and surrender of the ETI 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 but in respect of which the relevant subscription amount has not paid in full; (f) those that have been purchased, settled and cancelled as provided in Condition 6; (g) those mutilated or defaced Bearer ETI Securities that have been surrendered in exchange for replacement Bearer ETI Securities; (h) (for the purpose only of determining how many ETI Securities are outstanding and without prejudice to their status for any other purpose) those Bearer ETI Securities alleged to have been lost, stolen or destroyed and in respect of which replacement ETI Securities have been issued; and (i) any Global Securities 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 ETI Security holders, and (2) the determination of how many ETI Securities are outstanding for the purpose of the Conditions. Those ETI Securities that are beneficially held by or on behalf of the Issuer and not cancelled shall (unless no longer held) be deemed not to remain outstanding.

“**Paying Agent**” means any entity as may be appointed from time to time as paying agent of the Issuer, and any successor or replacement thereto.

“**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.

“**Principal Amount**” means, in respect of any ETI Security, the amount in the Relevant Currency specified in the Final Terms.

“**Proceedings**” has the meaning given to it in Condition 18.2.

“**Quarterly Assessment Date**” means the last Issuer Business Day of March, June, September and December.

“**Reassessment Date**” means the day falling five (5) Issuer Business Days immediately following any Quarterly Assessment Date on which the Risk Capital Ratio is greater than the Risk Capital Maximum Level.

“**Record Date**” means the Clearing System Business Day immediately prior to the date for payment.

“**Redemption**” means the redemption of ETI Securities by one or more ETI Security holders in accordance with the provisions of Condition 6.

**“Redemption Account”** means, in respect of ETI Securities, a bank account to receive payments in the Relevant Currency of the Redemption Amount in respect of the redemption of such ETI Securities, which account be:

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

**“Redemption Amount”** means in respect of an ETI Security on any day (the **“Relevant Day”**), an amount calculated as follows:

$$\text{Redemption Amount} = \frac{\text{NAV}(t)}{\text{NAV}(0)} * \text{Adjustment Factor} * \text{Denomination} * \text{Margin Factor}$$

Where:

**“Adjustment Factor”**: A number starting at 1 and adjusted on each day on which a Corporate Action is affected in respect of the Underlying Security, such adjustment to be determined by the Calculation Agent and made in such a way that the Redemption Amount is not affected by the Corporate Action of the Underlying Security;

**“Corporate Action”** means all corporate law measures including splits, dividend payouts, payouts by means of reduction of capital, mergers, capital increases or reductions and similar transactions having economic effects on the Underlying Issuer and/or the Underlying Security;

**“Margin Factor”** means 98% (or such higher percentage as the Issuer may in its absolute discretion determine) provided however that in respect of any redemption occurring following a Risk Capital Default Event, the Margin Factor shall be 100%;

**“NAV Day”**: Each day the Underlying Issuer accepts without restrictions subscriptions as well as redemptions in respect of the Underlying Security;

**“NAV of the Underlying”**: means, in respect of each NAV Day, the price receivable by redeeming the Underlying Security on such NAV Day;

**“NAV(t)”** means the NAV of the Underlying as at the NAV Day immediately preceding the Relevant Day; and

**“NAV(0)”** means the NAV of the Underlying as at the first NAV Day immediately following the Series Issue Date.

**“Redemption Day”** means each AP Redemption Day, each Standard Redemption Day and each date designated by the Issuer as a Redemption Day pursuant to Condition 6.6.1.

**“Redemption Settlement Date”** means, in respect of any Redemption Day, a day which is not later than the tenth Issuer Business Day after the notification of the Redemption Amount for that Redemption Day in accordance with Condition 6.3.3 or Condition 6.6.2, provided that it is a Currency Business Day and a Clearing System Business Day.

**“Redemption Order”** means a Redemption Order in the form published from time to time on the website of the Arranger (<https://altariuscapital.com>), or such other form as may be acceptable to the Issuer in its sole discretion.

**“Relevant Clearing System”** means Clearstream or an Alternative Clearing System..

**“Relevant Currency”** means the currency of denomination of the ETI Securities, as specified in the Final Terms.

**“Relevant Provisions”** means, in respect of the Calculation Agent, the provisions of the Calculation Agency Agreement and the Conditions.

**“Relevant Stock Exchange”** means the Frankfurt Stock Exchange and/or any other stock exchange on which ETI Securities of a Series may be listed.

**“Risk Capital Default Event”** has the meaning given to it in Condition 12.

**“Risk Capital Maximum Level”** means 200%.

**“Risk Capital Ratio”** means, on any Quarterly Assessment Date, the fraction expressed as a percentage obtained by dividing (A) the Risk Assets on that Quarterly Assessment Date by (B) the Net Tangible Equity on that Quarterly Assessment Date,

Where:

**“Net Tangible Equity”** means on any date, the shareholders equity of the Issuer less goodwill as per the most recent financial statements prepared in respect of the Issuer;

**“Risk Assets”** means Total Assets less Hedging Assets;

**“Total Assets”** means on any date, the total assets of the Issuer as per the most recent financial statements prepared in respect of the Issuer; and

**“Hedging Assets”** means on any date, any assets of the Issuer comprised of Underlying Securities (including Underlying Securities which the Issuer has agreed to acquire but which have not yet settled) in respect of any Series of ETI Securities, as per the date of the most recent financial statements prepared in respect of the Issuer.

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

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

**“Series Document”** means in respect of each Series, the Calculation Agency Agreement, the Paying Agent Agreement (to the extent that it relates to the relevant Series) and each Authorised Participant Agreement and **“Series Documents”** means all such documents.

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

**“Series Party”** means a party to a Series Document (other than the Issuer and ETI Security holders).

**“Standard Redemption”** means the redemption of ETI Securities in accordance with the Conditions for an ETI Security holder which is not also an Authorised Participant.

**“Standard Redemption Day”** means the Issuer Business Day(s) specified in the Final Terms, provided that if on any such day redemptions of the Underlying Securities have been suspended, the Standard Redemption Day shall be postponed to the day which is ten Issuer Business Days following the termination of such suspension.

**“Subscription Date”** means each Issuer Business Day other than a day on which subscriptions for the Underlying Security have been suspended.

**“Subscription Limit”** means any applicable limit on the Issuer’s ability to issue ETI Securities, as may be notified by the Issuer to each Authorised Participant from time to time.

**“Subscription Order”** means a request from an Authorised Participant delivered to the Issuer to issue ETI Securities.

**“Subscription Settlement Date”** means the second Issuer Business Day after the Subscription Trade Date, provided that such Issuer Business Day 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 Principal Paying Agent and the Calculation Agent stating that with effect from the date specified in such notice subscription of the ETI Securities shall be so suspended.

**“Subscription Trade Date”** means a Subscription Date on which a Subscription Order is determined to be valid and accepted by or on behalf of the Issuer.

**“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).

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

**“Underlying Issuer”** means in respect of each Series, the Underlying Issuer as specified in the Final Terms for that Series.

**“Underlying Security”** means in respect of each Series, the Cell Securities of the Underlying Issuer as specified in the Final Terms for that Series.

## 1.2 Interpretation

All capitalised terms used but not defined in these Conditions will have the meanings given to them in the Master Definitions.

## 2 Form and Title

### 2.1 Form of ETI Securities

Bearer ETI Securities will be issued by the Issuer as bearer bonds according to the Liechtenstein company law called PGR (Personen- und Gesellschaftsrecht). Bearer ETI Securities shall be serially numbered in the Denomination(s) and Relevant Currency specified in the Final Terms.

Bearer ETI Securities will (a) if the Bearer ETI Securities are intended to be issued in New Global Note (“NGN”) form, as stated in the Final Terms relating to such Series, be delivered on or prior to the original Issue Date to a Common Safekeeper for Clearstream; and (b) if the Bearer ETI Securities are intended to be issued in Classic Global Note “CGN” form, as stated in the Final Terms relating to such Series be delivered on or prior to the original Issue Date to a common depository for Clearstream.

Clearstream will register the ETI Securities as Bearer Securities on its Main Register in accordance with the terms of the Global Note. Bearer ETI Securities are created by the Issuing and Principal Paying Agent by drawing down such ETI Securities from Clearstream’s Main Register up to the maximum amount specified in the Global Note and crediting them to a custody account (Effektengiro) of a depository bank with Clearstream.

Each initial purchaser and subsequent transferee of Bearer ETI Securities will be deemed to have represented, warranted, undertaken, acknowledged and agreed with the Issuer:

- (i) that the ETI Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or any state securities laws and the Issuer has not been and will not be registered as an investment company under the US Investment Company Act of 1940, as amended (the “**1940 Act**”). Accordingly, the ETI Securities may not be offered, sold or otherwise transferred except in a transaction that is exempt from the registration requirements of the Securities Act and state securities laws and that does not require the Issuer to register under the 1940 Act; and
- (ii) that its purchase, holding and disposition of such ETI Securities does not, and will not, constitute or result in a “prohibited transaction” under Section 406 of the US Employee Retirement Income Security Act 1974, as amended (“**ERISA**”) or Section 4975 of the Code, unless an exemption is available with respect to such transactions and the conditions of such exemption have been satisfied.

### 2.2 Title to the ETI Securities

Title to the Bearer ETI Securities shall pass by delivery.

For so long as the ETI Securities are represented by a Global Bearer Security and the Global Bearer Security is held on behalf of Clearstream or on behalf of an Alternative Clearing

System, beneficial interests in the ETI Securities will only be transferable in accordance with the rules and procedures for the time being of Clearstream or such Alternative Clearing System, as appropriate, and each person who is for the time being shown in the records of Clearstream or an Alternative Clearing System as the holder of a particular principal amount of the ETI Securities (in which regard (a) any certificate or other document issued by Clearstream or such Alternative Clearing System, or (b) a print-out generated by accessing the CEDCOM system, as to the principal amount of the ETI Securities standing to the account of any person (the "Accountholder") shall be conclusive and binding for all purposes) shall be treated by the Issuer and the Agents as the holder of such principal amount of the ETI Securities (and the expression "**ETI Security holders**" and references to "**holding of ETI Securities**" and to "**holder of the ETI Securities**" shall be construed accordingly) for all purposes other than the entitlement to receive payments of principal, interest or any amounts due on redemption in respect of the Global Bearer Security.

*Each Accountholder must look solely to its Clearing System for such Accountholder's share of each payment or distribution of any other entitlement made by the Issuer to the holder of the Global Bearer Security and in relation to all other rights arising under the Global Bearer Security. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Bearer Security will be determined by the respective rules and procedures of their Clearing System. Accountholders shall have no claim directly against the Issuer, any Agent or any other person (other than their Clearing System) in respect of payments or distributions of other entitlements due under the Global Bearer Security which are made by the Issuer to the holder of the Global Bearer Security and such obligations of the Issuer shall be discharged thereby.*

In respect of ETI Securities converted to certificated securities by the Issuer issuing a permanent global certificate or physical securities which are not intermediated securities, the holder and legal owner of such ETI Securities will be the person(s) holding the permanent global certificate or physical securities (and the expression "holder" as used herein shall be construed accordingly).

### 3 **Transfers of ETI Securities**

The Global Bearer Security relating to Bearer ETI Securities is exchangeable (free of charge to the holder) on or after the Exchange Date in whole but not in part for Definitive Securities if the Global Bearer Security is held on behalf of a Relevant Clearing System and the Relevant Clearing System is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does, in fact, do so.

**"Exchange Date"** means a day falling not less than 60 calendar days after the date on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Principal Paying Agent is located.

Any such exchange may be effected on or after an Exchange Date by the holder of the Global Bearer Security surrendering the Global Bearer Security to or to the order of the Issuing and Principal Paying Agent. In exchange for the Global Bearer Security, the Issuer shall deliver, or procure the delivery of, duly executed and authenticated Definitive Securities in an

aggregate number equal to the number of ETI Securities represented by the Global Bearer Security submitted for exchange.

Exchange and transfer of ETI Securities will be effected without charge by or on behalf of the Issuer but upon payment by the relevant ETI Security holder (or the giving by the relevant ETI Security holder of such indemnity as the Issuer and / or the Issuing and Principal Paying Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

#### 4 **Constitution and status**

The ETI Securities to be issued under this Base Prospectus will generally be created by appropriate resolutions of the board of directors of the Issuer. The relevant resolution date will be specified in the Final Terms. The ETI Securities of each Series are unsecured, limited recourse obligations of the Issuer, at all times ranking pari passu and without any preference among themselves and the ETI Securities of each other Series and recourse in respect of which is limited in the manner described in Condition 5.2.

#### 5 **Covenant to Pay**

##### 5.1 **Monies due**

The Issuer agrees, on any date on which a payment of Redemption Amount under these Conditions in respect of any ETI Securities becomes due, unconditionally to pay the ETI Security holders in same day cleared funds, the Redemption Amount in respect of the ETI Securities which is due and payable on that date.

Notwithstanding anything to the contrary in these Conditions, (1) payment of any Redemption Amount due under the ETI Securities pursuant to the Conditions made to the Issuing and Principal Paying Agent as provided in the Paying Agent Agreement shall, to that extent, satisfy the Issuer's obligation to make payments of Redemption Amount in respect of the ETI Securities to the ETI Security holders except to the extent that there is failure by the Issuing and Principal Paying Agent to pass such payment to the relevant ETI Security holders and (2) a payment of any Redemption Amount made after the due date or as a result of the ETI Securities becoming repayable following an Event of Default shall be deemed to have been made when the full amount due has been received by the Issuing and Principal Paying Agent and notice to such effect has been given by the Issuing and Principal Paying Agent to the ETI Security holders , except to the extent that there is failure by the Issuing and Principal Paying Agent to pass such payment to the relevant ETI Security holders .

##### 5.2 **Limited recourse and non-petition**

In respect of any claim against the Issuer in relation to the ETI Securities, the Series Parties (other than the Issuing and Principal Paying Agent) and the ETI Security holders shall have recourse only to the assets of the Issuer. Any claim in relation to the ETI Securities which is not discharged in full from the assets of the Issuer (including claims in respect of any other Series of ETI Securities but excluding any claims of the Issuing and Principal Paying Agent) (all such inclusive claims, together the "**Pari Passu Claims**") shall be reduced pro rata (such reduction to be determined by the Calculation Agent) so that the total value of all Pari Passu Claims and any other unsecured claims against the Issuer shall not exceed the aggregate

value of any remaining assets of the Issuer (the “**Remaining Assets**”). If the Remaining Assets (whether by way of liquidation or enforcement) are insufficient, any outstanding claim of the Series Parties (other than the Issuing and Paying Agent) and the ETI Security holders against the Issuer remains unpaid, then such outstanding claim shall be extinguished, and no debt shall be owed by the Issuer in respect thereof. Following the extinguishment of any such claim, none of the Series Parties (other than the Issuing and Principal Paying Agent), the ETI Security holders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Issuer in respect of such further sum. For the avoidance of doubt, the Issuing and Principal Paying Agent has not agreed to any limitation on its recourse against the Issuer or the Issuer’s assets or to the extinguishment of any claims it has or may have against the Issuer or the Issuer’s assets or to the steps that it may take against the Issuer.

The provisions of this Condition 5.2 shall survive notwithstanding any redemption of the ETI Securities or the termination or expiration of any Series Document.

## 6 **Redemption**

6.1 An ETI Security holder which is also an Authorised Participant may (subject as provided herein) on any AP Redemption Day require the Issuer to redeem all or part of its holding of ETI Securities at the Redemption Amount for that AP Redemption Day by submitting to the Issuer a valid Redemption Order in accordance with the relevant Authorised Participant Agreement.

6.2 Where the relevant Final Terms for a Series of ETI Securities specifies that Standard Redemption is permitted, an ETI Security holder which is not also an Authorised Participant may (subject as provided herein) on any Standard Redemption Day require the Issuer to redeem all or any part of its holding of such ETI Securities at the Redemption Amount for that Standard Redemption Day by submitting a valid Redemption Order to the Issuing and Principal Paying Agent through the Relevant Clearing System. Where the relevant Final Terms for a Series of ETI Securities specifies that Standard Redemption is not permitted, an ETI Security holder which is not also an Authorised Participant may (subject as provided in the Conditions) on any Standard Redemption Day require the Issuer to redeem all or any part of its holding of such ETI Securities at the Redemption Amount for that Standard Redemption Day by submitting a valid Redemption Order to the Issuing and Principal Paying Agent through the Relevant Clearing System only if the Issuer has notified the ETI Security holders in accordance with Condition 17 that Standard Redemption will be permitted (such notice to include the relevant Standard Redemption Day(s) for such redemptions).

### 6.3 **Redemption Orders**

6.3.1 A Redemption Order shall only be valid if:

6.3.1.1 it specifies the number and Series of any ETI Securities to be redeemed;

6.3.1.2 in respect of a Redemption Order submitted by an ETI Security holder which is not an Authorised Participant in respect of a Standard Redemption Day, it is received by the Issuer between the period commencing on the preceding



Standard Redemption Day and ending on the twenty-first Issuer Business Day (inclusive) prior to the Standard Redemption Day in respect of which it has been submitted;

- 6.3.1.3 in respect of a Redemption Order submitted by an ETI Security holder which is an Authorised Participant in respect of an AP Redemption Day, it is received by the Issuer before 12:00 pm (CET) on the Issuer Business Day prior to the AP Redemption Day in respect of which it has been submitted;
  - 6.3.1.4 in respect of a Redemption Order submitted by an ETI Security holder which is not an Authorised Participant and in respect of ETI Securities in the form of Definitive Securities, if required by the Issuer, it specifies the Redemption Account into which the Redemption Amount shall be payable in respect of any ETI Security to be redeemed; and
  - 6.3.1.5 the number of ETI Securities to be redeemed would not result in any Maximum Daily Redemption Limit being exceeded (for the purposes of which, Redemption Orders shall be dealt with in order of their actual receipt by the Issuer).
- 6.3.2 If the Issuer determines that a Redemption Order is invalid in whole or in part, it shall notify the ETI Security holder of that fact as soon as reasonably practicable and no ETI Securities may be redeemed pursuant to a Redemption Order that the Issuer has determined in its absolute discretion is invalid.
- 6.3.3 Within ten Issuer Business Days after the Redemption Day in respect of any Redemption Order, the Issuer shall notify the relevant ETI Security holder of the Redemption Amount payable in respect of ETI Securities which are the subject of that Redemption Order. The Redemption Amount in respect of ETI Securities which are the subject of that Redemption Order shall be paid on the Redemption Settlement Date in respect of the relevant Redemption Day.
- 6.3.4 The Issuer may change or vary the procedures for the submission of Redemption Orders on five calendar days' prior notice to the ETI Security holders in accordance with Condition 16 and these Conditions shall be interpreted accordingly.

#### 6.4 **Settlement of Redemptions**

- 6.4.1 The Issuer may at its discretion elect to satisfy requests for the Redemption of ETI Securities by transfer of the appropriate number of ETI Securities to one or more Authorised Participants from ETI Security holders requesting redemption, and for that purpose the Issuer may authorise any person on behalf of the ETI Security holders to execute one or more instruments of transfer in respect of the relevant number of ETI Securities provided that the amount payable to the ETI Security holder shall nonetheless be an amount equal to the relevant Redemption Amount and the relevant Redemption Settlement Date shall be the date of such transfer.
- 6.4.2 The Issuer may in accordance with the relevant Authorised Participant Agreement agree with any ETI Security holder which is also an Authorised Participant to satisfy any requests for the redemption of any ETI Securities by the transfer to, or to the order of, such ETI Security

holder on the Redemption Settlement Date of Underlying Securities with a value determined by the Calculation Agent to be equal to the Redemption Amount.

## **6.5 Suspension of Optional Redemptions**

6.5.1 The Issuer may suspend the right to request redemptions of ETI Securities pursuant to Condition 6.2 at any time when the redemption of the Underlying Securities has been suspended by the Underlying Issuer.

6.5.2 The following provisions shall apply where redemptions have been suspended pursuant to this Condition 6.5:

6.5.2.1 the Issuer shall give notice of any such suspension and of the termination of any such suspension to the Series Parties and the ETI Security holders in accordance with Condition 16, as soon as reasonably practicable, but the failure to give such any such notice shall not prevent the exercise of such discretions;

6.5.2.2 unless terminated earlier by the Issuer in its sole and absolute discretion, any such suspension shall continue until such time as the suspension of the Underlying Securities terminates; and

6.5.2.3 any suspension shall not affect any redemption pursuant to a Redemption Order, the Redemption Day for which had passed before the suspension commenced, but any Redemption Order in respect of ETI Securities submitted or deemed to be received in respect of a Redemption Day when the right to request redemption of the ETI Securities pursuant to Condition 6.1 or Condition 6.2 is suspended pursuant to this Condition 6.5 shall be invalid.

## **6.6 Issuer Call Redemption Event**

6.6.1 The Issuer may, on giving an irrevocable notice to the ETI Security holders in accordance with Condition 16, elect to redeem all or some only of the ETI Securities and designate a Redemption Day for such purposes, provided that the date designated as the Redemption Day shall not be earlier than the first calendar day following the expiry of the Issuer Call Redemption Notice Period (such notice an "Issuer Call Redemption Notice"). In the event that only some of the outstanding ETI Securities are called for redemption pursuant to an Issuer Call Redemption Notice, a pro rata portion of each ETI Security holder's ETI Securities shall be subject to such redemption. The Issuer shall give a copy of the Issuer Call Redemption Notice to each of the Series Parties on the same date as such notice is given to the ETI Security holders.

6.6.2 Within ten Issuer Business Days after the Redemption Day designated by the Issuer pursuant to Condition 6.6.1, the Issuer shall notify the ETI Security holders of the Redemption Amount payable in respect of the ETI Securities which are the subject of the Issuer Call Redemption Notice.

6.6.3 Each ETI Security which is to be redeemed on a Redemption Day designated by the Issuer pursuant to Condition 6.6.1 shall become due and payable on the related Redemption Settlement Date at its Redemption Amount.

## 7 **Payments, calculations, Agents and records**

### 7.1 **Payments**

Payments of principal, interest, and other amounts in respect of the ETI Securities shall be made, subject to applicable fiscal and other laws and regulations of the Relevant Clearing System(s), to the Relevant Clearing System(s) or to its/their order for credit to the account(s) of the relevant accountholder(s) in accordance with the regulations of the Relevant Clearing System(s). The Issuer and the Issuing and Principal Paying Agent shall be discharged by payment or delivery to, or to the order of, such accountholders.

### 7.2 **Payments net of Taxes**

All payments in respect of the ETI Securities shall be made net of and after allowance for any withholding or deduction for, or on account of, any Taxes. In the event that any withholding or deduction for, or on account of, any Tax applies to payments in respect of the ETI Securities, the ETI Security holders will be subject to, and shall not be entitled to receive amounts to compensate for, any such Tax or deduction. No Event of Default shall occur as a result of any such withholding or deduction.

### 7.3 **Calculations**

7.3.1 The Calculation Agent will, as soon as reasonably practicable on such date and/or at such time as the Calculation Agent is required in accordance with the Calculation Agency Agreement and the Conditions and any other Relevant Provisions, perform such duties and obligations as are required to be performed by it in accordance therewith.

7.3.2 The calculation by the Calculation Agent of any amount, price, rate or value required to be calculated by the Calculation Agent under the Relevant Provisions shall be made in good faith and shall (in the absence of manifest error) be final and binding on the Issuer, the ETI Security holders and the Series Parties.

### 7.4 **Calculation Agent**

7.4.1 Subject as provided in the Conditions and the Calculation Agency Agreement, the Issuer shall use all reasonable efforts to procure that there shall at all times be a Calculation Agent for so long as any of the ETI Securities are outstanding. If the Calculation Agent resigns or its appointment is terminated for any reason, the Issuer shall use all reasonable efforts to appoint a reputable entity that provides services of a similar type to those required of the Calculation Agent under the Relevant Provisions.

7.4.2 The Calculation Agent shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any ETI Security holders, any other Series Party or any other person for any Loss incurred by any such person that arises out of or in connection with the performance by the Calculation Agent of its obligations under the Calculation Agency Agreement, the Conditions and the other Relevant Provisions provided that nothing shall relieve the Calculation Agent from any Loss arising by reason of acts or omissions constituting bad

faith, fraud or gross negligence of the Calculation Agent (any such act or omission, a “**Calculation Agent Breach**”).

- 7.4.2.1 If the Calculation Agent would, but for the operation of this Condition 7.4.2.1, be held liable for any Loss arising as the result of a Calculation Agent Breach, the Calculation Agent shall nevertheless incur no liability to the Issuer, any ETI Security holders, any other Series Party or any other person if such Calculation Agent Breach results solely and directly from either (i) the failure by any other Series Party to provide any notice, instruction or direction which such Series Party is required or permitted to give under the Conditions or any relevant Series Document or (ii) a delay in the delivery by any other Series Party of any notice, instruction or direction which such Series Party is required or permitted to give to the Calculation Agent under the Conditions or any relevant Series Document.
- 7.4.2.2 If the Calculation Agent would, but for the operation of this Condition 7.4.2.2, be held liable for any Loss arising as the result of a Calculation Agent Breach, the Calculation Agent shall nevertheless incur no liability to the Issuer, any ETI Security holders, any other Series Party or any other person if such Calculation Agent Breach results solely and directly from the reliance by the Calculation Agent upon a rate, amount, quotation, value or other calculation or determination notified to the Calculation Agent pursuant to the Conditions and/or any relevant Series Document which is made by another Series Party in accordance with the Conditions and the terms of any relevant Series Document.
- 7.4.3 The Calculation Agent has no obligation towards or relationship of agency or trust with any ETI Security holders.
- 7.4.4 The Calculation Agent has no duties or responsibilities except those expressly set forth in the Conditions, the Calculation Agency Agreement and the other Relevant Provisions and no implied or inferred duties or obligations of any kind will be read into the Calculation Agency Agreement against or on the part of the Calculation Agent. The Calculation Agent will not, and will not be deemed to, assume or be liable for the obligations or duties of the Issuer or any other person under the Conditions or any other Series Document unless otherwise agreed pursuant to the Relevant Provisions.

## 7.5 **Appointment of Agents**

Save as provided below, the Agents act solely as agents of the Issuer. The Agents do not assume any obligation or relationship of agency or trust for or with any ETI Security holder. The Issuer reserves the right at any time and in accordance with the provisions of the Calculation Agency Agreement and the Paying Agent Agreement, as applicable, to vary or terminate the appointment of the Issuing and Principal Paying Agent or the Calculation Agent and to appoint additional or other Paying Agents or Calculation Agents. Without prejudice to the provisions for the automatic termination of the appointment of an Agent in connection with the occurrence of an insolvency or similar event or proceedings in the relevant Series Documents, the Issuer shall use reasonable endeavours to at all times maintain (i) an Issuing and Principal Paying Agent and (ii) a Calculation Agent and (iii) such other agents as may be required by these Conditions or any stock exchange on which the ETI Securities may be

listed. Notice of any change of Agent or any change to the specified office of an Agent shall promptly be given to the ETI Security holders by the Issuer in accordance with Condition 16.

## 7.6 **Business day conventions**

7.6.1 If any date for payment in respect of any ETI Security is not a Currency Business Day and a Clearing System Business Day, the holder shall not be entitled to payment until the next following day which is both a Currency Business Day and a Clearing System Business Day or to any interest or other sum in respect of such postponed payment.

7.6.2 If any date referred to in the Conditions would otherwise fall on a day that is not an Issuer Business Day, then such date shall be postponed to the next day that is an Issuer Business Day.

## 7.7 **Records**

For so long as the ETI Securities are represented by a Global Bearer Security in NGN form, the records of the Relevant Clearing System (which expression in the Condition 7.7 means the records that each Relevant Clearing System holds for its customers which reflect the amount of such customers' interests in the ETI Securities) shall be conclusive evidence of the number of the ETI Securities represented by the Global Bearer Security and , for these purposes, a statement issued by the Relevant Clearing System (which statement shall be made available to the bearer upon request) stating the number of ETI Securities represented by the Global Bearer Security at any time shall be conclusive evidence of the records of the Relevant Clearing System at that time.

## 7.8 **Negotiability of Global Bearer Security**

In the case of the ETI Securities are Bearer ETI Securities represented by a Global Bearer Security, the Global Bearer Security is a bearer document and negotiable and accordingly:

7.8.1 is freely transferable by delivery and such transfer shall operate to confer upon the transferee all rights and benefits appertaining hereto and to bind the transferee with all obligations appertaining hereto pursuant to these Conditions;

7.8.2 the holder of the Global Bearer Security is and shall be absolutely entitled as against all previous holders to receive all amounts by way of amounts payable upon redemption or otherwise payable in respect of the Global Bearer Security and the Issuer waives as against such holder and any previous holder of the Global Bearer Security all rights of set-off or counterclaim that would or might otherwise be available to it in respect of the obligations evidenced by the Global Bearer Security; and

7.8.3 payment upon due presentation of the Global Bearer Security will operate as a good discharge against such holder and all previous holders of the Global Bearer Security.

## 8 **Prescription**

Claims against the Issuer for payment under the Conditions in respect of the ETI Securities shall be prescribed and become void unless made within 10 years from the date on which the payment of Redemption Amount in respect of the ETI Securities first became due or (if

any amount of the money payable was improperly withheld or refused) the date on which payment in full of the amount outstanding was made or (if earlier) the date seven days after that on which notice is duly given to the ETI Security holders that, upon further presentation of the ETI Security being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation (such date the “Relevant Date”) save that if the ETI Securities are in global bearer form claims in respect of Redemption Amount in respect of the relevant Global Bearer Security shall become void unless the Global Bearer Security is presented for payment within a period of 10 years from the appropriate Relevant Date.

## 9 Events of Default

9.1 If any of the following events (each, an “**Event of Default**”) occurs, if approved by at least a majority of the ETI Securities then outstanding or if so directed by an Extraordinary Resolution (“**Event of Default Redemption Notice**”) the ETI Securities shall immediately become due and payable at their Redemption Amount as at the date of the Event of Default Redemption Approval:

9.1.1 the Issuer defaults in the payment of any sum due in respect of the ETI Securities, or any of them or in respect of any other indebtedness of the Issuer including in respect of the ETI Securities, or any of them, of any other Series issued under the Programme for a period of 14 calendar days or more;

9.1.2 a Risk Capital Default Event occurs;

9.1.3 the Issuer does not perform or comply with any one or more of its obligations (other than a payment obligation) under the ETI Securities or any other Series Document in respect of any Series issued under the Programme, which default is incapable of remedy is not remedied within 30 calendar days (or such longer period as may be approved by Extraordinary Resolution) after notice of such default shall have been given to the Issuer (and, for these purposes, a failure to perform or comply with an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time);

9.1.4 any order shall be made by any competent court, or any resolution passed for the winding-up or dissolution of the Issuer, save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved by an Extraordinary Resolution; or

9.1.5 an Event of Default (as defined in the terms and conditions of the relevant Series) occurs in respect of any other Series of ETI Securities issued by the Issuer under the Programme.

The Issuer will, as soon as reasonably practicable after receipt of any Event of Default Redemption Notice, give notice thereof to the ETI Security holders in accordance with Condition 16 and to the Authorised Participant(s), publishing such notice on the website of the arranger <https://altariuscapital.com>.

## 10 Enforcement

The ETI Security holders by Extraordinary Resolution may take such action or step or institute such proceedings against the Issuer, as they may think fit to enforce their rights as holders of the ETI Securities against the Issuer whether the same arise under general law, or the ETI Securities, any other Series Document or otherwise.

## 11 Restrictions

So long as any of the ETI Securities remain outstanding, the Issuer shall not, without the approval of the ETI Security holders by Extraordinary Resolution:

- 11.1.1 release any party to any relevant Series Document relating to a Series of ETI Securities from any existing obligations thereunder (other than as contemplated by the the Conditions relating to such Series of ETI Securities);
- 11.1.2 consent to any variation of, or exercise any powers or consent or waiver pursuant to, the terms of the Conditions, or any other Series Document relating to any Series of ETI Securities (other than as contemplated or permitted by the Conditions and the relevant Series Documents);
- 11.1.3 have any employees (provided this shall not prevent the appointment of the directors); and
- 11.1.4 incur any other indebtedness for borrowed moneys, other than, subject to Condition 15, issuing further ETI Securities under the Programme (which may or may not form a single Series with the ETI Securities of any Series and may or may not be guaranteed by a third party), provided that any such further ETI Securities rank *pari passu* with all other ETI Securities issued under the Programme.

## 12 Risk Capital Ratio

On each Quarterly Assessment Date, the Risk Capital Ratio shall be calculated by the Calculation Agent and notified to the Issuer.

If on any Quarterly Assessment Date, the Risk Capital Ratio is greater than the Risk Capital Maximum Level, the Issuer shall take commercially reasonable steps to remedy such breach before the Reassessment Date.

If on any Quarterly Assessment Date, the Risk Capital is greater than the Risk Capital Maximum Level, the Calculation Agent shall on the immediately following Reassessment Date calculate the Risk Capital Ratio and notify the result of such calculation to the Issuer. If on such Reassessment Date the Risk Capital Ratio remains greater than the Risk Capital Maximum Level, a “**Risk Capital Default Event**” shall be deemed to have occurred as of that Reassessment Date.

## 13 **Meetings of ETI Security holders, modification, waiver, substitution and restrictions**

### 13.1 **Meetings of ETI Security holders**

The quorum at any such meeting for passing an Extraordinary Resolution will be two or more ETI Security holders or agents present in person holding or representing in the aggregate more than 50 per cent. of the number of the ETI Securities for the time being outstanding or, at any adjourned such meeting two or more ETI Security holders or agents present in person being or representing in the aggregate not less than 10 per cent. of the number of the ETI Securities so held or represented, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the ETI Security holders, whether present or not, except that any Extraordinary Resolution proposed, *inter alia*, (i) to amend the dates of maturity or redemption of the ETI Securities (ii) to reduce or cancel the principal amount payable on redemption of, the ETI Securities, (iii) to change any method of calculating the Redemption Amount, (iv) to change the currency or currencies of payment or Denomination of the ETI Securities, (v) to modify the provisions concerning the quorum required at any meeting of ETI Security holders or the majority required to pass an Extraordinary Resolution, the quorum at which shall be two or more ETI Security holders or agents present in person holding or representing in the aggregate not less than 75 per cent. of the number of ETI Securities for the time being outstanding, or at any adjourned meeting, two or more ETI Security holders or agents present in person being or representing in the aggregate not less than 25 per cent. of the number of the ETI Securities so held or represented. The holder of a Global Bearer Security representing all of the ETI Securities for the time being outstanding will be treated as being two persons for the purpose of such quorum requirements. 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 ETI Securities for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of ETI Security holders.

### 13.2 **Modification of the relevant Series Documents**

The Issuer may without the consent of the ETI Security holders make:

- a) any modification to any Series Documents, which is, in the opinion of the Issuer, of a formal, minor or technical nature or is made to: i) correct a manifest error; ii) comply with any mandatory provisions of applicable law; or iii) cure, correct or supplement any defective provision of any Series Documents;
- b) any modification, and any waiver or authorisation of any breach or proposed breach of these Conditions or any Series Document, that is in the opinion of the issuer not materially prejudicial to the interests of the ETI Security holders; and
- c) any modification to these Conditions, or any Series Document, which the Issuer considers reasonably necessary as a result of any change in applicable law, which has the effect of changing the regulatory status of the Issuer.

Any such modification, authorisation or waiver as referred to in this Condition 13.2 will be binding for the ETI Security holders and such modification will be notified by the Issuer to the ETI Security holders in accordance with Condition 16 as soon as reasonably practicable.

The Issuer may agree, without the consent of the ETI Security holders, to any modification to these Conditions, or any other Series Document, which is not specifically stated therein to



require the consent of the ETI Security holders, including any modification, which is made in connection with the accession of a new Authorised Participant.

### 13.3 **Substitution**

The ETI Security holders may consent by way of Extraordinary Resolution, to the substitution in place of the Issuer (or of any previous substitute) as the principal debtor under the relevant Series Documents to which it is a party and the ETI Securities of each Series, of any other company (incorporated in any jurisdiction), subject to any conditions of such substitution approved by the ETI Security holders in the Extraordinary Resolution.

### 13.4 **Prohibition on U.S. persons**

ETI Securities may not be legally or beneficially owned by any U.S. person at any time nor offered, sold or delivered within the United States or to U.S. persons. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of ETI Securities who contravenes such prohibition to void the transfer of such ETI Securities to such legal or beneficial owner or to redeem any such ETI Securities held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the Issuer selling such ETI Securities on behalf of such legal or beneficial owner. Terms used in this Condition 14.5 have the meanings given to them by Regulation S under the Securities Act.

## 14 **Replacement of ETI Securities**

If an ETI Security in bearer form is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Principal Paying Agent or such other Paying Agent, as the case may be, as may, from time to time, be designated by the Issuer for the purpose and notice of whose designation is given to ETI Security holders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed ETI Security is subsequently presented for payment there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such ETI Security) and otherwise as the Issuer may require. Mutilated or defaced ETI Securities must be surrendered before replacements will be issued.

## 15 **Issue of further Tranches and Series of ETI Securities**

### 15.1 **Further Tranches**

The Issuer may, from time to time (without the consent of any ETI Security holders) in accordance with the Conditions and the Authorised Participant Agreement(s) create and issue further securities either having the same terms and conditions as the ETI Securities in all respects and so that such further issue shall be consolidated and form a single Series with the ETI Securities or upon such terms as the Issuer may determine at the time of their issue and/or incur further obligations relating to such securities.

The Issuer shall not issue ETI Securities of any Series to any person unless the Issue Price of such ETI Securities is equal to or greater than the Redemption Amount which would be payable in respect of such Securities on the relevant Subscription Date.

An Authorised Participant may request that the Issuer issue additional Tranches of the ETI Securities by delivering a valid Subscription Order subject to and in accordance with the terms of the relevant Authorised Participant Agreement.

The Issuer will only accept a Subscription Order and issue ETI Securities if:

- 15.1.1 a Subscription Order is given by an Authorised Participant and determined to be valid by or on behalf of the Issuer;
- 15.1.2 the acceptance of such Subscription Order will not cause any Subscription Limit for the ETI Securities to be exceeded; and
- 15.1.3 all conditions precedent to an issue of the ETI Securities are satisfied.

In accordance with the terms of the Authorised Participant Agreement(s), the Issuer will not be obliged to accept any Subscription Order and/or issue ETI Securities if a Subscription Suspension Event has occurred and is continuing. If an Issuer Call Redemption Notice is delivered the last day on which the Issuer is required to accept a valid Subscription Order shall be the fifth Issuer Business Day preceding the related Redemption Day designated in such notice.

The Issuer may suspend the issuance of further ETI Securities at any time. If a Subscription Suspension Event occurs, the Issuer shall not accept any Subscription Orders for the ETI Securities with effect from the date of suspension specified in the relevant notice to the Calculation Agent and the Authorised Participants until such time (if any) as the Issuer notifies such Series Parties that it shall recommence the issue of further Tranches of the ETI Securities. The effective date of any such suspension will be specified in the related notice and will be a day not earlier than the Subscription Date following the date of such notice. The Issuer shall give notice to ETI Security holders in accordance with Condition 16 of any such suspension as soon as reasonably practicable after giving any notice of suspension of subscriptions.

In relation to any Subscription Order which has been accepted by or on behalf of the Issuer but in respect of which the Subscription Settlement Date has not yet occurred as at the date of the occurrence of an Event of Default, each such Subscription Order shall automatically be cancelled with effect from the date of the occurrence of such Event of Default.

In relation to any Subscription Order which is valid but in respect of which the ETI Securities are pending issue and settlement to the relevant Authorised Participant as at the date of delivery of an Event of Default Redemption Approval (due to the Subscription Settlement Date not having occurred at such date, the relevant Authorised Participant not having delivered in full the relevant subscription amount on a Subscription Settlement Date falling prior to such date, or otherwise), any such Subscription Order shall automatically be cancelled with effect from such date of delivery of an Event of Default Redemption Notice (as applicable).

If at any time after the occurrence of the Subscription Settlement Date in respect of which the relevant Authorised Participant has not paid in full the related subscription amount an Event of Default Redemption Approval is delivered, the ETI Securities issued on any such Subscription Settlement Date which are pending settlement to the relevant Authorised Participant shall automatically be cancelled with effect from the date of delivery of an Event of Default Redemption Notice (as applicable). ETI Securities requested for issue and subscribed for by an Authorised Participant may be held on an inventory basis by such Authorised Participant and offered for sale and/or sold over a period of time.

In relation to any Subscription Order, in satisfaction of the relevant subscription amount, the Issuer may agree with the relevant Authorised Participant to accept the delivery to, or to the order of, the Issuer of Underlying Securities which the Calculation Agent determines have a value on the Subscription Date, after taking account of any costs of transfer or delivery which are to be discharged by the Issuer, which is equal to or greater than the subscription amount.

Notwithstanding the above, the Issuer may from time-to-time issue ETI Securities of any Series to an investor on such terms as the Issuer and such investor may agree provided that the Issue Price of such ETI Securities shall not be less than the Redemption Amount which would be payable in respect of such Securities on the relevant Subscription Date.

For avoidance of doubt the Issuer may establish further programmes to issue any kind of securities without consent of the ETI Security holders.

## 16 Notices

16.1 All notices to ETI Security holders will be deemed to have been duly given and valid:

16.1.1 if published on the internet on the website of the arranger <https://altariuscapital.com> or any successor webpage thereto and any such notice shall be deemed to have been given on the day of publication on the website; and

16.1.2 for so long as the ETI Securities are listed on any Relevant Stock Exchange, they are published in accordance with the rules and regulations of such Relevant Stock Exchange or other relevant authority; and

16.1.3 for so long as the ETI Securities are in global form, notices required to be given in respect of the ETI Securities represented by a Global Bearer Security are given by their being delivered (so long as the Global Bearer Security is held on behalf of a Relevant Clearing System) to the Relevant Clearing System, or otherwise to the holder of the Global Bearer Security, rather than by publication as required above. Any such notice shall be deemed to have been given to the holders of the ETI Securities on the Clearing System Business Day immediately following the day on which the notice was given to the Relevant Clearing System.

16.2 Failure to give notice where required will not invalidate any determination, calculation or correction, as applicable.

17        **Relevant Clearing System**

None of the Issuer or the Agents will have any responsibility for the performance by the Relevant Clearing System (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations.

18        **Governing law and jurisdiction**

18.1      **Governing law**

The ETI Securities and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Liechtenstein law.

18.2      **Jurisdiction**

The courts of Liechtenstein are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any ETI Securities and, accordingly, any legal action or proceedings arising out of or in connection with any ETI Securities (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the ETI Security holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

17        **Service of process**

The Issuer has by executing the Constituting Document irrevocably appointed the person specified therein as its process agent to receive, for it and on its behalf, service of process in any Proceedings in Liechtenstein. Service of process on such process agent shall be deemed valid service upon the Issuer whether or not it is forwarded to and received by the Issuer. The Issuer shall inform the ETI Security holders in writing of any change in its process agent’s address within 28 calendar days of such change. If for any reason such process agent ceases to be able to act as such or no longer has an address in Liechtenstein, the Issuer irrevocably agrees to appoint a substitute process agent in Liechtenstein.

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## USE OF PROCEEDS

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The Issuer will have discretion as to how the net proceeds from each issue of ETI Securities will be applied.

The Issuer may, but is not obliged to, use the net proceeds from each issue of ETI Securities to acquire Underlying Securities. The Issuer may also invest in assets other than the Underlying Securities. If such assets do not perform as well as the Underlying Securities, it is likely that the Issuer would not have sufficient assets to discharge its obligations in respect of the ETI Securities. To mitigate this risk the Issuer is subject to an obligation to comply with a maximum Risk Capital Ratio which will limit the ability of the Issuer to invest in assets other than the Underlying Securities by requiring the Issuer to maintain shareholder equity in respect of any assets it acquires which do not serve as a direct hedge of its obligations under the ETI Securities.

Reason for the offer is to aim for profits for the company by getting slightly higher returns on capital invested than capital costs. The expected issuance proceeds get disclosed on a per series basis in the Final Terms. The costs of the issuance per series is approximately CHF 10,000.

The Risk Capital Ratio is calculated by reference of the total assets of the Issuer rather than on a per Series basis.

### **Risk Capital Ratio**

The “**Risk Capital Ratio**” shall be calculated quarterly by the Calculation Agent on each Quarterly Assessment Date and shall be equal to the fraction expressed as a percentage obtained by dividing (A) the Risk Assets on that Quarterly Assessment Date by (B) the Net Tangible Equity on that Quarterly Assessment Date, Where:

“**Net Tangible Equity**” means on any date, the shareholders equity of the Issuer less goodwill, as per the most recent financial statements prepared in respect of the Issuer;

“**Quarterly Assessment Date**” means the last Issuer Business Day of March, June, September and December.

“**Risk Assets**” means Total Assets less Hedging Assets;

“**Total Assets**” means on any date, the total assets of the Issuer as per the most recent financial statements prepared in respect of the Issuer; and

“**Hedging Assets**” means on any date, any assets of the Issuer comprised of Underlying Securities in respect of any Series of ETI Securities, as per the date of the most recent financial statements prepared in respect of the Issuer.

If the Risk Capital Ratio is greater than 200% (the “**Risk Capital Maximum Level**”), the Issuer shall take commercially reasonable steps to remedy such breach before the Reassessment Date, being the day falling twenty (20) Issuer Business Days immediately following any Quarterly Assessment Date. If on the immediately following Reassessment Date the Risk Capital Ratio remains greater than the Risk Capital Maximum Level, a “**Risk Capital Default Event**” shall be deemed to have occurred as of that Reassessment Date.

Altarius Capital Limited acts as the Calculation Agent.

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## ISSUE BY FINAL TERMS

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In respect of each Series of ETI Securities, the Issuer will prepare a related Final Terms which, for the purposes of that Series only, must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Series are the Conditions as completed by the related Final Terms.

An issue-specific summary prepared in accordance with Article 8 of the Prospectus Regulation will be appended to the Final Terms for the ETI Securities (each an “Issue Specific Summary”).

The public offering of the ETI Securities got commenced under a previous base prospectus and gets continued under the base prospectus approved by the Liechtenstein FMA on 14<sup>th</sup> June 2023 (the “Base Prospectus”) together with supplements, if any, in line with art 8 (11) of the Prospectus regulation. The base prospectus as well as any successor base prospectus will be published at the website of the Issuer <https://altariuscapital.com>.

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## FORM OF THE FINAL TERMS

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### Altarius ETI AG

*(a public company incorporated under the laws of Liechtenstein)*

**EUR 1,000,000,000 Programme for the issue of ETI Securities**

**(the “Programme”)**

### Final Terms

**Dated [●]**

Series [●] ETI Securities (the “**Series**”)

Unless terms are defined herein, capitalised terms shall have the meanings given to them in the terms and conditions (the “**Master Conditions**”) set forth in the Base Prospectus dated 27<sup>th</sup> May 2022, [and the supplements to it dated [●]] (the “**Base Prospectus**”). This document constitutes the Final Terms of the above Series of ETI Securities (the “**ETI Securities**”) for the purposes of Article 8 of Regulation (EU) 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 (the “**Prospectus Regulation**”) and must be read in conjunction with the Base Prospectus, and in particular, the Master Conditions of the ETI Securities, as set out therein. Full information on the Issuer and the terms and conditions of the ETI Securities, is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and the supplements to it dated [●]] [has][have] been published in accordance with Article 21 of the Prospectus Regulation at <https://www.fma-li.li> and is available for viewing during normal business hours at the registered office of the Issuer.

*[The Issue Specific Summary of the ETI Securities is annexed to these Final Terms.]*

*[The text referring to the Prospectus Regulation only relates to the ETI Securities in respect of which a prospectus is required to be prepared under the Prospectus Regulation and should otherwise be disregarded.]*

The Final Terms of the ETI Securities comprise the following:

## **PART A – CONTRACTUAL TERMS**

*The particulars in relation to this issue of ETI Securities are as follows: [Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs. Italics denote guidance for completing the Final Terms.]*

1. Issuer: Altarius ETI AG LEI: 5299001XE1CIMMOEME82
2. (i) Series Number: [---]  
(ii) Tranches: [---]  
(iii) Relevant Currency: [---]  
(iv) Form: Bearer ETI Securities
3. Arranger: Altarius Capital Limited
4. Issuing and Principal Paying Agent: Baader Bank AG
5. Calculation Agent: Altarius Capital Limited
6. Authorised Participant: Altarius Capital Limited and Altarius Index PCC Ltd.
7. Issue Price: [---] per ETI Security
8. Principal Amount: [---] per ETI Security
9. Denomination: [Specify Currency]
10. Issue Date: [---]
11. Underlying Issuer: [Specify]
12. Underlying Security: [Specify]  
Further information in relation to the Underlying Security, including on its volatility and past and further performance can be found on the website of the Arranger, <https://altariuscapital.com>.
13. Series Issue Date: *[insert date of issuance of the initial Tranche of the Series]*
14. Standard Redemption: [Permitted / Not permitted]
15. Standard Redemption Day(s): [.../Not applicable]
16. Issuer Call Redemption Notice Period: [... calendar days]



17. ECB Eligibility:

Yes/No (Depending NGN = Yes / CGN = No)

The Issuer accepts responsibility for the information contained in these Final Terms. Having taken all reasonable care to ensure that such is the case, the information contained in the Base Prospectus, as completed by these Final Terms in relation to the Series of ETI Securities referred to above is, to the best of the Issuer's knowledge, in accordance with the facts and contains no omission likely to affect its import.

Signed on behalf of:

[•]

By: .....

Duly authorised

## PART B – OTHER INFORMATION

**Listing and admission to trading:** Application has been made to the Frankfurt Stock Exchange for the Series of ETI Securities to which these Final Terms apply to be admitted to listing and trading on the regulated unofficial market operated by the Frankfurt Stock Exchange. There is no guarantee that such application or applications will be successful or, if successful, that such admissions to trading will be maintained.

**Authorisation:** The issue of these Final Terms and the Series [---] were authorised by resolutions of the Board of Directors of the Issuer passed on [---].

**Notification** The Liechtenstein Financial Market Authority has provided the competent authorities of the host member states Liechtenstein [and [names of other competent authorities of host member states of the EEA]] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation.

**Reasons for the offer:** [---]  
[(See “Use of Proceeds” wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks, will need to include those reasons here.)]

### Interests of natural and legal persons involved in the issue

[So far as the Issuer is aware, no person involved in the offer of the ETI Securities has an interest material to the offer]

### Distribution

Non-exempt Offer: [Not Applicable] [An offer of the ETI Securities may be made by the Authorised Offerors specified in Paragraph 8 of Part B below other than pursuant to Article 5(1) of the Prospectus Regulation in [specify relevant Member State(s) – which must be jurisdictions where the Base Prospectus and any supplements have been passported] (“**Non-exempt Offer Jurisdictions**”) during the period from [specify date] until [specify date or a formula such as “the Issue Date” or “the date which

*falls [ ] Issuer Business Days thereafter*] (“**Offer Period**”).

See further Paragraph 8 of Part B below.]

[N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a nonexempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Public Offers may only be made into jurisdictions in which the prospectus (and any supplement) has been notified/passported]

Additional Selling Restrictions: [Not Applicable]

### **Operational Information**

ISIN Code: [ ]

Common Code: [ ]

Names and addresses of additional:

Paying Agent(s) (if any): [ ]

Relevant Clearing System: [ ]

### **Terms and Conditions of the Offer**

Offer Price: [Issue Price] [*specify*]

Conditions to which the offer is subject: [Not Applicable/[insert any applicable additional conditions to offer]/Offers of the ETI Securities are conditional upon their issue and, as between the Authorised Offeror(s) and their customers, any further conditions as may be agreed between them]

Description of the application process: Not Applicable.] [ETI Securities will be issued to investors as per the arrangements in place between the Authorised Offeror and such investor, including as to the application process, allocation, price, expenses and settlement arrangements.] [A commission will be charged to investors by [an/the] Authorised Offeror [of an amount equal to [●] per cent.] of the Offer Price of the ETI Securities to be purchased by the relevant investor.]

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/give details]
Details of the minimum and/or maximum amount of application:	[Not Applicable/give details]
Details of the method and time limit for paying up and delivering the ETI Securities:	[Not Applicable/The ETI Securities will be issued on the Issue Date against payment to the Issuer of the net subscription money]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/give details]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/give details]
Categories of investors to whom the securities are being offered.	Subject to complying with any restrictions applicable to offers of the ETI Securities in any jurisdictions, the ETI Securities may be offered to all categories of investors.]
Whether tranche(s) have been reserved for certain countries:	Not Applicable. Tranches have not been reserved for particular countries.
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/give details]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/give details]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[None/give details]
Names address of financial Intermediary/ies authorised to use the Base Prospectus, as completed by these Final Terms (the “ <b>Authorised Offerors</b> ”):	[.....] and each Authorised Participant expressly named as an Authorised Offeror on the website of the Arranger ( <a href="https://altariuscapital.com">https://altariuscapital.com</a> )

## **ANNEX – ISSUE SPECIFIC SUMMARY**

*[Issue Specific Summary of the ETI Securities to be inserted if (i) the ETI Securities are to be listed on a regulated market in the EEA or (ii) publicly offered in a member state of the EEA]*

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## DESCRIPTION OF THE ISSUER

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### General

Altarius ETI AG (LEI: 5299001XE1CIMMOEME82) (the “**Issuer**”) was incorporated in Liechtenstein under the laws of the Principality of Liechtenstein (“**Liechtenstein**”) and organised in accordance with article 261 et seq. of the Liechtenstein Companies Act (*Personen- und Gesellschaftsrecht, PGR*) as a joint stock company on 28 October 2021, with registered number FL-0002.669.856-9. It is registered with the Liechtenstein Registry of Commerce (*Handelsregister*).

The registered office of the Issuer is at Landstrasse 158, 9494 Schaan, Liechtenstein. The telephone number of the Issuer is Tel: +423 230 20 90. The website for publications of the Issuer is <https://altariuscapital.com>, which belongs to the Arranger. The Arranger is part of the same group of companies as the issuer (see table of group companies on page 59). The authorised share capital of the Issuer is EUR 50,000 divided into 50 ordinary shares of EUR 1,000 each (“**Shares**”). The Issuer has issued 50 Shares all of which are fully paid. The issued Shares are held by Altarius Capital Value SL.

Altarius Capital Value SL has, *inter alia*, undertaken not to propose or pass any resolution to windup or take any other steps or actions whatsoever for the purposes of winding-up the Issuer or make or support any petition to wind-up or appoint an administrator examiner, liquidator or similar person to the Issuer until the date on which all of the obligations of the Issuer with respect to the ETI Securities have been discharged in full. No other measures are in place to ensure that the control by Altarius Capital Value SL over the Issuer is not abused.

For the life of this base prospectus the following documents (or copies thereof), where applicable, may be inspected at the registered office of the Issuer during regular business hours: (a) the memorandum and articles of association of the issuer; (b) all reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the issuer’s request any part of which is included or referred to in the registration document; (c) the historical financial information of the issuer of the two financial years preceding the publication of the registration document in physical form or electronically.

### Business

The Issuer has been established for the sole purpose of issuing ETI Securities in the form of derivative securities, the value of which are linked on a 1:1 basis to specific portfolios, which are segregated into cells of a securitisation special purpose entity. The specific portfolios may contain investment strategies of any kind and any asset classes as well as UCITS Funds, AIF Funds, or non-European Funds.

As at the date of this Base Prospectus, the Issuer has not engaged in any activities other than the Issuance of ETI Securities and entering into Hedging Arrangements. The Issuer has, and will have, no assets other than the sum of EUR 50,000 representing the issued and paid-up share capital, such fees (as agreed) per issue payable to it in connection with the issue of ETI Securities or any assets acquired by the Issuer with the net proceeds of the ETI Securities of each Series.

The ETI Securities are obligations of the Issuer alone and not of, or guaranteed in any way by, the Arranger or any Authorised Participant. Furthermore, they are not obligations of, or guaranteed in any way by the Agents.

As at the date of this Base Prospectus, the Issuer has no borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities, other than as disclosed above along with any related arrangements. As at the date of this Base Prospectus there are no governmental, legal or arbitration proceedings against the Issuer.

## **Directors and Company Secretary**

### ***Directors***

The Directors of the Issuer are as follows:

Jaime Ortiz-Vigón

Mr Ortiz-Vigón has studied Economics and Wealth Management.

During the last 10 years Mr Ortiz-Vigón has been holding senior position in different international wealth management companies and Financial Advisory companies.

Investors' attention is brought to the fact that Mr. Ortiz-Vigón is a director and an owner of Altarius Capital Value SL, which is the holding company of Altarius ETI AG, the Issuer and of Altarius Capital Limited, the Arranger, the Authorised Participant and the Calculation Agent of the Program. Furthermore, Altarius Capital Limited is the owner and corporate director of Altarius Index PCC Ltd, which is the Underlying Issuer.

Mr. Jaime Ortiz-Vigón was appointed a Director of the Issuer on 2nd March 2022

Emilio Martínez Rios

Manuel Emilio Martinez Rios obtained a degree in Financial Management Cum Laude, a master's degree in Financial Options & Futures, and he is qualified as FRM (Financial Risk Manager) by the Global Association of Risk Professionals. Mr. Martinez has more than 12 years' experience in the financial sector having worked in European and international Banks. Mr. Martinez worked as account executive at Scotiabank Inverlat S.A, he also worked in the Treasury of Banco Santander at the money market desk. Additionally, Mr Martinez provided services to different Banks from his senior position in the Financial Services Risk Management department of Ernst & Young, and the Advisory Services department of Mazars. Currently Mr. Martinez is the Risk Director of Altarius Capital Ltd and a Board Member. During his professional live Mr. Martinez has undertaken, among others, the following activities: retail banking account management, negotiation in the primary financial market, liquidity management and control. implementation of risk management processes and procedures, and team management.

Invetors' attention is brought to the fact that Mr. Matínez Rios is a member of the board of directors of Altarius Capital Limited, the Arranger, the Authorised Participant and the Calculation Agent of the Program.

Mr. Emilio Matínez Rios was appointed a Director of the Issuer on 2nd March 2022

Dr. Marco Felder

Dr. Marco Felder has a PhD in national and international tax law. He had previously studied business administration at the Universities of Lausanne and Uppsala, completing postgraduate studies in European and international business law and in national and international tax law at the Universities of St. Gallen and Lausanne. He also successfully passed the professional trustees examination in Liechtenstein.

Dr. Marco Felder has over 20 years of experience in national and international tax law as well as in the fiduciary sector. In his previous professional career, he was a member of the executive board of PwC (PricewaterhouseCoopers) Liechtenstein and responsible in that capacity for the Liechtenstein Tax and Legal Market Division. Before joining PwC, he was Director of the Fiscal Authority of the Principality of Liechtenstein. In that position, he was actively involved in the comprehensive revision and implementation of the new Liechtenstein Tax Act.

Dr. Marco Felder has completed several certificate courses, including in corporate governance at the Swiss Board School in cooperation with the Universities of St. Gallen and Lucerne, as well as in leadership and mediation at the IMD business school in Lausanne and at Harvard Law School.

Investors' attention is brought to the fact that Dr. Marco Felder is also a Director of the Corporate Service Provider of Altarius ETI AG, the Issuer.

Dr. Marco Felder has been appointed as a Director of the Issuer.

Mag. iur. Rainer A. Sprenger

Mag. iur. Rainer A. Sprenger is an Attorney at Law and has successfully completed the additional examination for lawyers to obtain a limited license as a professional trustee and fiduciary. In his earlier career, he was an Attorney at Law in a renowned Liechtenstein law firm as well as Trust Officer.

Prior to this, he studied law at the University of Vienna and subsequently successfully completed postgraduate studies in international tax law at the University of Liechtenstein.

Mr. Sprenger has many years of experience in Liechtenstein law, with an emphasis on business and tax law, and in legal business consultancy.

Investors' attention is brought to the fact that Mag. iur. Rainer A. Sprenger is also a Director of the Corporate Service Provider of Altarius ETI AG, the Issuer.

Mag. iur. Rainer A. Sprenger has been appointed as a Director of the Issuer.

The business address of the Directors is Landstrasse 158, 9494 Schaan, Liechtenstein.

### ***Corporate Service Provider***

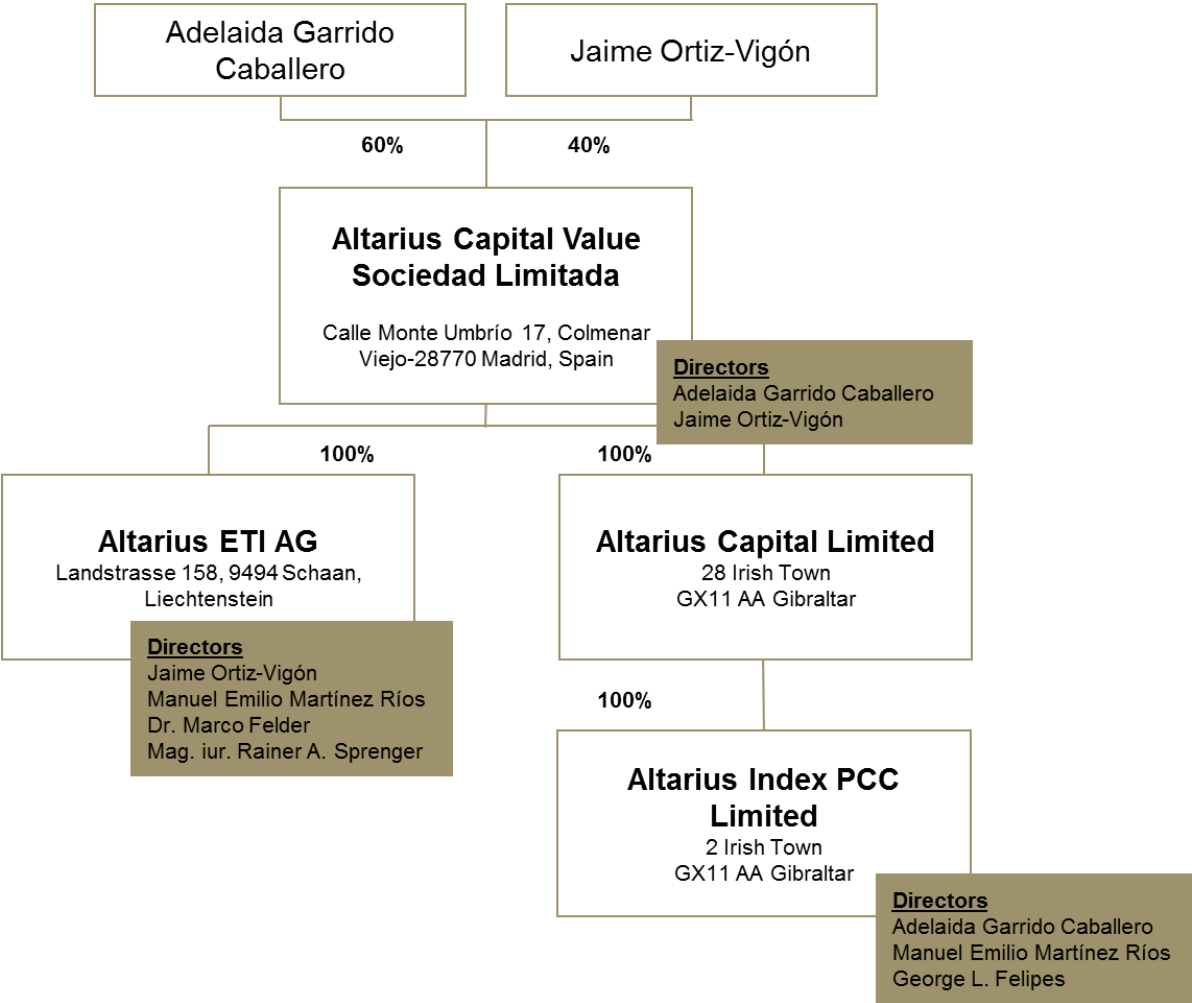
Felder Sprenger + Partner AG (the "**Corporate Services Provider**") is the administrator of the Issuer. The Corporate Services Provider provides various administrative, accounting and related services to the



Issuer. The appointment of the Corporate Services Provider may be terminated forthwith if the Corporate Services Provider commits any material breach of the corporate service agreement (the “**Corporate Services Agreement**”) between the Issuer and the Corporate Services Provider which is either incapable or remedy or has not been remedied within thirty (30) days of notice having been given to the Corporate Services Provider requiring it to remedy the same, is unable to pay its debts as they fall due, becomes subject to insolvency or other related proceedings or is unable to perform its duties under the Corporate Services Agreement due to any change in law or regulatory practice. The Corporate Services Provider may retire upon thirty (30) days’ notice written notice subject to the appointment of a replacement which is acceptable to the Issuer.

**Shareholder Structure**

The sole shareholder of the Issuer is Altarius Capital Value SL



**Audit Committee**

The Issuer has not established an audit committee.

### **Corporate Governance Code**

The Issuer does not comply with the corporate governance code for public companies in Liechtenstein as the Issuer is not a public company. As Issuer of listed securities, the Issuer will comply with and be subject to Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation).

### **Financial Statements**

The audited annual financial statements will be available free of charge at the offices of the Issuer.

The Issuer has appointed BDO (Liechtenstein) AG, Wuhrstrasse 14, 9490 Vaduz, Liechtenstein as its auditor.

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## DESCRIPTION OF THE ARRANGER

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Altarius Capital Limited was incorporated on the 9<sup>th</sup> September 2016.

The registered office of the Arranger is at 28 Irish Town, Gibraltar. The directors of the Arranger are Adelaida Garrido Caballero, Manuel Emilio Martinez Rios and George L. Felipes..

Altarius Capital Limited is authorised and regulated by the Financial Services Commission (FSC) in Gibraltar and registered with the Financial Conduct Authority (FCA) in the UK. Altarius Capital Limited is a member of the Gibraltar Investor Compensation Scheme (GICS), Gibraltar Funds & Investments Association (GFIA) and the Gibraltar Association of Compliance Officers (GACO).

### **Business**

Altarius Capital Limited is an Alternative Investment Manager (AIFM) that serves the global investment market, covering asset managers' objectives and needs, institutional and private clients. Altarius Capital Limited specialises in Asset Allocation through differentiated strategies; and Wealth Management.

Altarius Capital Limited follows an Asset Allocation methodology focused on identifying managers at a global scale, selecting strategies with outstanding characteristics and attractive returns, enabling them to offer Wealth Management services that meet the objectives and aspirations of institutions, family offices and individuals.

### **Directors**

Adelaida Garrido Caballero is Bachelors of economic science and management at the University of Madrid. She has more than 17 years' experience in the financial sector having held senior positions in some of the major Spanish banks including Grupo Santander. Ms. Garrido was responsible for the private client department at Banesto (Grupo Santander). She also was Director of the Barclays Bank Madrid office. Currently Ms Garrido is the Compliance Director of Altarius Capital Ltd and a Board Member. During her professional live Ms Garrido has undertaken, among others, the following activities: portfolio management for HNWI, client relationship management, reporting, due diligence and KYC, compliance planning and team management.

Manuel Emilio Martinez Rios obtained a degree in Financial Management Cum Laude, a master's degree in Financial Options & Futures, and he is qualified as FRM (Financial Risk Manager) by the Global Association of Risk Professionals. Mr. Martinez has more than 12 years experience in the financial sector having worked in European and international Banks. Mr. Martinez worked as account executive at Scotiabank Inverlat S.A, he also worked in the Treasury of Banco Santander at the money market desk. Additionally, Mr Martinez provided services to different Banks from his senior position in the Financial Services Risk Management department of Ernst & Young, and the Advisory Services department of Mazars. Currently Mr. Martinez is the Risk Director of Altarius Capital Ltd and a Board Member. During his professional live Mr. Martinez has undertaken, among others, the following activities: retail banking account management, negotiation in the primary financial market, liquidity management and control. implementation of risk management processes and procedures, and team management.

George L. Felipes obtained a degree in Accountancy and Financial Management B Sc Hons from the Loughborough University. Mr. Felipes has more than 30 years' experience in the Financial Industry both in Spain and Gibraltar having held management positions including being CFO in ABN AMRO Bank and Hambros Bank, and being fund administration manager for UCITS funds. Outside the Financial industry Mr. Felipes has been for 10 years CEO of a Gibraltar Government owned company.

The main business office is at World Trade Centre 5.26, 6 Bayside Road, Gibraltar, GX11 1AA.

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## INFORMATION RELATING TO THE CALCULATION AGENT

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In respect of each Series of ETI Securities, Altarius Capital Limited will be appointed as the Calculation Agent in accordance with the terms of a Calculation Agency Agreement to be constituted by the entry into the Constituting Document by the Issuer.

### *Calculation Agency Agreement*

Pursuant to the Calculation Agency Agreement the Calculation Agent will be appointed to provide certain calculation agency services to the Issuer, including calculating any Redemption Amounts payable on the ETI Securities.

### *Resignation and termination*

The Calculation Agent may resign by providing not less than 60 days' written notice to the Issuer. The appointment of the Calculation Agent may be terminated by the Issuer by providing not less than 60 days' written notice to the Calculation Agent.

The resignation or termination of the appointment of the Calculation Agent will not take effect until a new calculation agent has been appointed and such agent has accepted such appointment.

### *Information in relation to fees*

The Calculation Agency Agreement provides that the Issuer shall pay to the Calculation Agent such fees as may be separately agreed between them from time to time.

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## INFORMATION RELATING TO THE ISSUING AND PRINCIPAL PAYING AGENT

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In respect of each Series of ETI Securities, Baader Bank AG will be appointed as the Issuing and Principal Paying Agent in accordance with the terms of a Paying Agent Agreement dated 27<sup>th</sup> May 2022 between the Issuer and the Issuing and Principal Paying Agent.

Baader Bank AG has its Headquarters in Unterschleissheim, Germany. It offers securities trading services and also traditional banking services.

### *Paying Agent Agreement*

Pursuant to the Paying Agent Agreement the Issuing and Principal Paying Agent will provide certain services to the Issuer, including:

- Authenticating and depositing global certificates and documents with the relevant depository (Clearstream Banking AG, Frankfurt am Main, Germany.;
- handling Corporate Actions from the Issuing and Principal Paying Agent side;
- ensuring that payments on the Bearer ETI Securities are transferred to the securities holders via Clearstream Banking AG; and
- assistance with communication of notices to investors.

### *Resignation and termination*

The Issuing and Principal Paying Agent may resign by providing not less than 3 months' written notice to the Issuer. The appointment of the Issuing and Principal Paying Agent may be terminated by the Issuer by providing not less than 3 months' written notice to the Issuing and Principal Paying Agent.

The resignation or termination of the appointment of the Issuing and Principal Paying Agent will not take effect until a new issuing and paying agent has been appointed and such agent has accepted such appointment.

### *Information in relation to fees*

The Paying Agent Agreement provides that the Issuer shall pay to the Issuing and Principal Paying Agent such fees as may be separately agreed between them from time to time.

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## INFORMATION RELATING TO THE AUTHORISED PARTICIPANT

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In respect of each Series of ETI Securities, Altarius Capital Limited will be appointed as the Authorised Participant in accordance with the terms of the Authorised Participant Agreement to be constituted by the entry into the Constituting Document by the Issuer.

### *Authorised Participant Agreement*

Pursuant to the Authorised Participant Agreement, the Authorised Participant has been appointed to act as an authorised participant in respect of the ETI Securities issued under the Programme. The Authorised Participant will be responsible for distributing the ETI Securities of each Series to underlying investors.

### *Resignation and termination*

The Authorised Participant may resign by providing to the Issuer at least 6 months' prior written notice.

Under the terms of the Authorised Participant Agreement, the Issuer may terminate the appointment of Authorised Participant by giving not less than 6 months' written notice.

### *Information in relation to fees*

The Authorised Participant Agreements provide that the Authorised Participant shall pay to the Issuer such fees as may be agreed between the Issuer and the Authorised Participant from time to time.

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## CERTAIN TAX CONSIDERATIONS

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The following is a general description of certain tax considerations in Liechtenstein, Luxembourg, Ireland, the United Kingdom, Switzerland, Germany, Austria and Italy relating to the ETI Securities. It does not purport to be a complete analysis of all tax considerations relating to the ETI Securities in those or other jurisdictions and should be read in conjunction with the section entitled “*Risk Factors – Taxation*”. Prospective purchasers of the ETI Securities should consult their tax advisers as to the consequences under the tax laws of the country or countries in which they are resident or of which they are citizens for tax purposes and the tax laws of Liechtenstein, the United Kingdom, Switzerland and Italy of acquiring, holding and disposing of ETI Securities and receiving payments of interest, principal and/or other amounts in respect of the ETI Securities. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

### **Liechtenstein**

The following summary is for general information only and does not cover all tax consequences of an investment in ETI Securities under the tax laws of the Principality of Liechtenstein. This summary is based on the tax laws of the Principality of Liechtenstein currently in force and as applied on the date of this Base Prospectus which are subject to changes (or changes in interpretation) which may have retroactive effect. Prospective investors are advised to consult their own tax advisers as to the Liechtenstein tax consequences of the of acquiring, holding and disposing of ETI Securities and receiving payments of interest, principal and/or other amounts in respect of the ETI Securities, in particular ETI Securities issued by Altarius ETI AG in the light of their particular circumstances.

The following information relates to Liechtenstein taxation only and is applicable to investors that are Liechtenstein tax residents (excluding any non-Liechtenstein domiciled individuals to whom the remittance basis applies) who are the beneficial holders of the ETI Securities.

#### *Swiss Transfer Stamp Duty (also applicable in Liechtenstein)*

Straight derivatives for Swiss tax purposes do not qualify as taxable securities in the meaning of the Swiss Stamp Tax Act and are therefore not subject to Swiss transfer stamp duty (“**Umsatzabgabe**”). Thus, secondary market transactions are not subject to Swiss transfer stamp duty. The possible delivery at exercise or redemption of the underlying of the ETI Securities may be subject to Swiss transfer stamp duty up to a rate of 0.3% if the underlying is a taxable security in the meaning of the Swiss Stamp Tax Act and if such delivery is made by or through the intermediary of a Swiss or Liechtenstein bank or other securities dealer as defined in the Swiss Stamp Tax Act and no exemption applies.

However, ETI Securities qualifying as taxable securities in the meaning of the Swiss Stamp Tax Act (e.g. combined derivative instruments such as notes with predominant one-time interest payment) are subject to Swiss transfer stamp duty of 0.15% (for securities issued by a Swiss or Liechtenstein company) respectively 0.3% (for securities issued by a foreign company) if the secondary market transaction is made by or through the intermediary of a Swiss bank or other securities dealer as defined in the Swiss Stamp Tax Act and no exemption applies.



### *Liechtenstein Income Tax Liechtenstein resident individual private investors*

Payments made under straight derivatives most likely qualify as tax exempt capital gains for Liechtenstein resident individual investors who hold the securities as part of their private (as opposed to business) assets and who do not qualify as self-employed professional securities dealer for income tax purposes (*gewerbsmässiger Wertschriftenhändler*). The same applies for capital gains realised upon disposal of securities which are not subject to the income tax.

However, the market value of the ETI Securities qualifies in any event as standardized return on assets (target return) within the meaning of Art. 5 of taxable assets in accordance with Art. 6 para. 1 of the Tax Act (SteG) and is therefore part of the Liechtenstein income tax.

### *Liechtenstein resident business investors*

Payments under straight derivatives as well as capital gains realised upon disposal of securities by Liechtenstein resident individual investors holding the ETI Securities as part of their business assets as well as by Liechtenstein resident legal entities, are part of their business profit and subject to individual income tax or corporate income tax, respectively. The tax treatment follows the accounting statement. The same applies to Liechtenstein resident individual investors who qualify as self-employed professional securities dealer for income tax purposes (*gewerbsmässiger Wertschriftenhändler*).

### *Non-Liechtenstein resident investors*

Under present Liechtenstein tax law, an investor who is a non-resident of Liechtenstein and who, during the taxable year has not engaged in trade or business through a permanent establishment or a fixed place of business within Liechtenstein and who is not subject to taxation in Liechtenstein for any other reason, will not be subject to any Liechtenstein tax on payments under straight derivatives as well as capital gains realised upon disposal of straight derivatives.

### *International Automatic Exchange of Information in Tax Matters*

Liechtenstein has concluded a multilateral agreement with the European Union on the international automatic exchange of information (the “**AEOI**”) in tax matters. The agreement became effective as of 1 January 2016 and applies to all 28 EU member states and also Gibraltar. On 1 December 2016 the multilateral competent authority agreement on the automatic exchange of financial account information (the “**MCAA**”), and based on the MCAA, a number of bilateral AEOI agreements with other countries became effective. Based on such agreements and the implementing laws of Liechtenstein, Liechtenstein collects data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Liechtenstein for the benefit of individuals resident in an EU member state or resident in a treaty state from 2017 or 2018, exchanges the data or will exchange it from 2017 or 2018, in each case depending on the effectiveness of the relevant agreement. Liechtenstein has signed and intends to sign further AEOI agreements with further countries, which, subject to ratification, will become effective at a later date. An up-to-date list of the AEOI agreements of Liechtenstein in effect or signed and becoming effective can be found on the website of the Tax Authority of Liechtenstein.

In the event that ETI Security holders hold the ETI Securities through a Liechtenstein financial institution they may be required to provide additional information to enable the financial institution to satisfy its obligations under the Liechtenstein rules re CRS.

### *Liechtenstein Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act*

*Liechtenstein* has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with *Liechtenstein* financial institutions are disclosed automatically to the U.S. tax authorities.

In the event that ETI Security holders hold the ETI Securities through a *Liechtenstein* financial institution they may be required to provide additional information to enable the financial institution to satisfy its obligations under the *Liechtenstein* rules re FATCA.

### **United Kingdom**

The following information relates to UK taxation only and is applicable to individual investors that are UK tax residents (excluding any non-UK domiciled individuals to whom the remittance basis applies) who are the beneficial holders of the ETI Securities.

#### *General*

To the extent that a Redemption Amount comprises repayment of the Principal Amount, this should be treated as a repayment of debt which is neutral for direct tax purposes.

To the extent that the Redemption Amount exceeds the Principal Amount, such excess is expected to be a "distribution". *Distributions*

Any distribution is expected to be subject to UK income tax in the hands of the recipient investor.

#### *Withholding Tax*

Distributions are currently not subject to UK withholding tax.

#### *Capital Gains Tax*

No UK capital gains tax should arise on (i) a Redemption Amount comprising repayment of the Principal Amount, or (ii) any Redemption Amount in excess of the Principal Amount which is charged to income tax in the hands of the recipient investor.

#### *Stamp Duty*

It is not expected that any UK stamp duty or stamp duty reserve tax will apply to the acquisition, holding or disposal of the ETI Securities on the basis that the ETI Securities do not relate to property situate, or any matter or thing done or to be done, in the UK.

### **Switzerland**

*The following summary is for general information only and does not cover all tax consequences of an investment in ETI Securities under the tax laws of Switzerland. This summary is based on the tax laws of Switzerland currently in force and as applied on the date of this Base Prospectus which are subject to changes (or changes in interpretation) which may have retroactive effect. Prospective investors are advised to consult their own tax advisers as to the Swiss tax consequences of the purchase, ownership, lapse, exercise or disposal of the specific ETI Securities in particular ETI Securities issued by Altarius ETI AG in the light of their particular circumstances.*

### *Swiss Transfer Stamp Duty*

Straight derivatives for Swiss tax purposes do not qualify as taxable securities in the meaning of the Swiss Stamp Tax Act and are therefore not subject to Swiss transfer stamp duty ("**Umsatzabgabe**"). Thus, secondary market transactions are not subject to Swiss transfer stamp duty. The possible delivery at exercise or redemption of the underlying of the ETI Securities may be subject to Swiss transfer stamp duty up to a rate of 0.3% if the underlying is a taxable security in the meaning of the Swiss Stamp Tax Act and if such delivery is made by or through the intermediary of a Swiss or Liechtenstein bank or other securities dealer as defined in the Swiss Stamp Tax Act and no exemption applies.

However, ETI Securities qualifying as taxable securities in the meaning of the Swiss Stamp Tax Act (e.g. combined derivative instruments such as notes with predominant one-time interest payment) are subject to Swiss transfer stamp duty of 0.15 (for securities issued by a Swiss or Liechtenstein company) respectively 0.3% (for securities issued by a foreign company) if the secondary market transaction is made by or through the intermediary of a Swiss or Liechtenstein bank or other securities dealer as defined in the Swiss Stamp Tax Act and no exemption applies.

### *Swiss Income Tax*

#### *Swiss resident individual private investors*

Payments made under straight derivatives most likely qualify as tax exempt capital gains for Swiss resident individual investors who hold the securities as part of their private (as opposed to business) assets and who do not qualify as so-called professional securities dealer for income tax purposes (*gewerbsmässiger Wertschriftenhändler*). The same applies for capital gains realised upon disposal of securities which are not subject to the federal direct tax as well as the cantonal and communal income tax.

However, payments qualifying as interest payments of combined derivative instruments such as notes with predominant one-time interest payment for Swiss tax purposes are most likely subject to Swiss income tax.

#### *Swiss resident business investors*

Payments under straight derivatives as well as capital gains realised upon disposal of securities by Swiss resident individual investors holding the ETI Securities as part of their business assets as well as by Swiss resident legal entities, are part of their business profit and subject to individual income tax or corporate income tax, respectively. The tax treatment follows the accounting statement. The same applies to Swiss resident individual investors who qualify as so-called professional securities dealer for income tax purposes (*gewerbsmässiger Wertschriftenhändler*).

#### *Non-Swiss resident investors*

Under present Swiss tax law, an investor who is a non-resident of Switzerland and who, during the taxable year has not engaged in trade or business through a permanent establishment or a fixed place of business within Switzerland and who is not subject to taxation in Switzerland for any other reason, will not be subject to any Swiss federal direct tax as well as cantonal and communal income tax on payments under straight derivatives as well as capital gains realised upon disposal of straight derivatives.

### *Swiss Withholding Tax*

All payments in respect of the securities issued by a non-Swiss issuer are currently not subject to Swiss withholding tax ("**Verrechnungssteuer**"), provided that the Issuer of the securities is at all times domiciled and effectively managed outside of Switzerland.

### *International Automatic Exchange of Information in Tax Matters*

Switzerland has concluded a multilateral agreement with the European Union on the international automatic exchange of information (the "**AEOI**") in tax matters. The agreement became effective as of 1 January 2017 and applies to all 28 EU member states and also Gibraltar. Also on 1 January 2017 the multilateral competent authority agreement on the automatic exchange of financial account information (the "**MCAA**"), and based on the MCAA, a number of bilateral AEOI agreements with other countries became effective. Based on such agreements and the implementing laws of Switzerland, Switzerland collects data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or resident in a treaty state from 2017 or 2018, exchanges the data or will exchange it from 2018 or 2019, in each case depending on the effectiveness of the relevant agreement. Switzerland has signed and intends to sign further AEOI agreements with further countries, which, subject to ratification, will become effective at a later date. An up-to-date list of the AEOI agreements of Switzerland in effect or signed and becoming effective can be found on the website of the State Secretariat for International Financial Matters.

In the event that ETI Security holders hold the ETI Securities through a Swiss financial institution they may be required to provide additional information to enable the financial institution to satisfy its obligations under the Swiss rules re CRS.

### *Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act*

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland. On 8 October 2014, the Swiss Federal Council approved a mandate for negotiations with the U.S. on changing the current direct-notification-based regime to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities.

In the event that ETI Security holders hold the ETI Securities through a Swiss financial institution they may be required to provide additional information to enable the financial institution to satisfy its obligations under the Swiss rules re FATCA.

## **Germany**

The following information relates to German taxation only and is applicable to investors that are tax residents in Germany who are the beneficial holders of the ETI Securities. It is only intended to give an overview of possible German tax consequences which cannot replace a detailed examination of the tax consequences in each individual case performed by the investor.

### *General*

For German tax purposes the ETI Securities should be treated as a debt instrument rather than an equity instrument or derivative. To the extent that a Redemption Amount comprises repayment of the Principal Amount, this should be treated as a repayment of debt which is neutral for direct tax purposes.

To the extent that the Redemption Amount exceeds the Principal Amount, such is expected to be a “*capital gain*”.

### *Capital gains*

Any capital gain from the Redemption Amount or the sale of the ETI Securities is expected to be subject to German income, corporate income tax and trade tax in the hands of the recipient investor under general rules.

### *Withholding Tax*

Capital gains will be subject to German withholding tax of 26.375%. For corporate investors and business investors exemptions from withholding tax may apply but the relevant income is still subject to income tax assessment according to general German rules.

### *Loss deduction*

Losses should in principle be deductible when ETI Securities are redeemed or sold. However, certain exemption from that rule and offsetting restrictions may apply.

### *Stamp Duty or transfer taxes*

The acquisition, holding or disposal of the ETI Securities is not subject to German stamp duty or transfer tax.

## **Austria**

This section on taxation contains a brief summary of the Issuer’s understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the ETI Securities in Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential investors in the ETI Securities consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the ETI Securities. Tax risks resulting from the ETI Securities (in particular from a potential qualification as a foreign investment fund within the meaning of sec. 188 of the Austrian Investment Funds Act 2011 (Investmentfondsgesetz 2011)) shall in any case be borne by the investor. For the purposes of the following it is assumed that the ETI Securities are legally and factually offered to an indefinite number of persons.

## General remarks

Individuals having a domicile (*Wohnsitz*) and / or their habitual abode (*gewöhnlicher Aufenthalt*), both as defined in sec. 26 of the Austrian Federal Fiscal Procedures Act (*Bundesabgabenordnung*), in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of management (*Ort der Geschäftsleitung*) and / or their legal seat (*Sitz*), both as defined in sec. 27 of the Austrian Federal Fiscal Procedures Act, in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in cases of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

## Income taxation

Pursuant to sec. 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest; the tax basis is the amount of the earnings received (sec. 27a(3)(1) of the Austrian Income Tax Act);
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the alienation, redemption and other realisation of assets that lead to income from the letting of capital (including zero coupon bonds); the tax basis amounts to the sales proceeds or the redemption amount minus the acquisition costs, in each case including accrued interest (sec. 27a(3)(2)(a) of the Austrian Income Tax Act); and
- income from derivatives (*Einkünfte aus Derivaten*) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates (the mere exercise of an option does not trigger tax liability); e.g., in the case of index certificates, the tax basis amounts to the sales proceeds or the redemption amount minus the acquisition costs (sec. 27a(3)(3)(c) of the Austrian Income Tax Act).

Also, the withdrawal of the ETI Securities from a securities account (*Depotentnahme*) and circumstances leading to a restriction of Austria's taxation right regarding the ETI Securities *vis-à-vis* other countries, e.g. a relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (*cf.* sec. 27(6)(1) and (2) of the Austrian Income Tax Act). The tax basis amounts to the fair market value minus the acquisition costs (sec. 27a(3)(2)(b) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the ETI Securities as non-business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. Investment income from the ETI Securities with an Austrian nexus (*inländische*

*Einkünfte aus Kapitalvermögen*), basically meaning income paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), is subject to withholding tax (*Kapitalertragsteuer*) at a flat rate of 27.5%; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). Investment income from the ETI Securities without an Austrian nexus must be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). The acquisition costs must not include ancillary acquisition costs (*Anschaffungsnebenkosten*; sec. 27a(4)(2) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (sec. 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. Sec. 27(8) of the Austrian Income Tax Act, *inter alia*, provides for the following restrictions on the offsetting of losses: negative income from realised increases in value and from derivatives may be neither offset against interest from bank accounts and other non-securitized claims *vis-à-vis* credit institutions (except for cash settlements and lending fees) nor against income from private foundations, foreign private law foundations and other comparable legal estates (*Privatstiftungen, ausländische Stiftungen oder sonstige Vermögensmassen, die mit einer Privatstiftung vergleichbar sind*); income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act may not be offset against income subject to the progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation); negative investment income not already offset against positive investment income may not be offset against other types of income. The Austrian custodian agent has to effect the offsetting of losses by taking into account all of a taxpayer's securities accounts with the custodian agent, in line with sec. 93(6) of the Austrian Income Tax Act, and to issue a written confirmation to the taxpayer to this effect.

Individuals subject to unlimited income tax liability in Austria holding the ETI Securities as business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. Investment income from the ETI Securities with an Austrian nexus is subject to withholding tax at a flat rate of 27.5%. While withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must be included in the investor's income tax return (nevertheless income tax at the flat rate of 27.5%). Investment income from the ETI Securities without an Austrian nexus must always be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). The flat tax rate does not apply to income from realised increases in value and income from derivatives if realizing these types of income constitutes a key area of the respective investor's business activity (sec. 27a(6) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (sec. 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the alienation, redemption and other realisation of financial assets and derivatives in the sense of sec. 27(3) and (4) of the Austrian Income Tax Act, which are subject to income tax at the flat rate of 27.5%, are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets within the same business unit (*Wirtschaftsgüter desselben Betriebes*); only 55% of the remaining negative difference may be offset against other types of income.

Pursuant to sec. 7(2) of the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*), corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on income in the sense of sec. 27(1) of the Austrian Income Tax Act from the ETI Securities at a rate of currently 25%. Income in the sense of sec. 27(1) of the Austrian Income Tax Act from the ETI Securities with an Austrian nexus is generally subject to withholding tax at a flat rate of 27.5%. However, pursuant to sec. 93(1a) of the Austrian Income Tax Act the withholding agent may apply a 25% rate if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the corporate income tax liability. Under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act withholding tax is not levied in the first place. Losses from the alienation of the ETI Securities can be offset against other income.

Pursuant to sec. 13(3)(1) in connection with sec. 22(2) of the Austrian Corporate Income Tax Act, private foundations (*Privatstiftungen*) pursuant to the Austrian Private Foundations Act (*Privatstiftungsgesetz*) fulfilling the prerequisites contained in sec. 13(3) and (6) of the Austrian Corporate Income Tax Act and holding the ETI Securities as non-business assets are subject to interim taxation at a rate of currently 25% on interest income, income from realised increases in value and income from derivatives (*inter alia*, if the latter are in the form of securities). Pursuant to the Austrian tax authorities' view, the acquisition costs must not include ancillary acquisition costs. Expenses such as bank charges and custody fees must not be deducted (sec. 12(2) of the Austrian Corporate Income Tax Act). Interim tax is generally not triggered insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. Investment income from the ETI Securities with an Austrian nexus is generally subject to withholding tax at a flat rate of 27.5%. However, pursuant to sec. 93(1a) of the Austrian Income Tax Act the withholding agent may apply a 25% rate if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the tax triggered. Under the conditions set forth in sec. 94(12) of the Austrian Income Tax Act withholding tax is not levied.

Individuals and corporations subject to limited (corporate) income tax liability in Austria are taxable on income from the ETI Securities if they have a permanent establishment (*Betriebsstätte*) in Austria and the ETI Securities are attributable to such permanent establishment (*cf.* sec. 98(1)(3) of the Austrian Income Tax Act, sec. 21(1)(1) of the Austrian Corporate Income Tax Act). In addition, individuals subject to limited income tax liability in Austria are also taxable on interest in the sense of sec. 27(2)(2) of the Austrian Income Tax Act and accrued interest (including from zero coupon bonds) in the sense of sec. 27(6)(5) of the Austrian Income Tax Act from the ETI Securities if the (accrued) interest has an Austrian nexus and if withholding tax is levied on such (accrued) interest. This does not apply to an individual being resident in a state with which automatic exchange of information exists, if the individual provides a certificate of residence to the withholding agent. Interest with an Austrian nexus is interest the debtor of which has its place of management and/or its legal seat in Austria or is an Austrian branch of a nonAustrian credit institution; accrued interest with an Austrian nexus is accrued interest from securities issued by an Austrian issuer (sec. 98(1)(5)(b) of the Austrian Income Tax Act).

Pursuant to sec. 188 of the Austrian Investment Funds Act 2011, the term "foreign investment fund" comprises (i) undertakings for collective investment in transferable securities the member state of origin of which is not Austria; (ii) alternative investment funds pursuant to the Austrian Act on Alternative Investment Fund Managers (*Alternative Investmentfonds Manager-Gesetz*) the state of origin of which is not Austria; and (iii) secondarily, undertakings subject to a foreign jurisdiction, irrespective of the legal form they are organized in, the assets of which are invested according to the principle of risk-spreading on the basis either of a statute, of the undertaking's articles or of customary exercise, if one of the following conditions is fulfilled: (a) the undertaking is factually, directly or indirectly, not subject to a corporate income tax in its state of residence that is comparable to Austrian corporate income tax; (b)



the profits of the undertaking are in its state of residence subject to corporate income tax that is comparable to Austrian corporate income tax, at a rate of less than 15%; or (c) the undertaking is subject to a comprehensive personal or material tax exemption in its state of residence. Certain collective investment vehicles investing in real estate are exempted. In case of a qualification as a foreign investment fund, the tax consequences would substantially differ from those described above: A special type of transparency principle would be applied, pursuant to which generally both distributed income as well as deemed income would be subject to Austrian (corporate) income tax.

#### *Inheritance and gift taxation*

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*) are subject to foundation transfer tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Transfer Tax Act (*Stiftungseingangssteuergesetz*) if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat and/or their place of management in Austria. Certain exemptions apply in cases of transfers *mortis causa* of financial assets within the meaning of sec. 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate generally is 2.5%, with higher rates applying in special cases.

In addition, there is a special notification obligation for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles if the donor and/or the donee have a domicile, their habitual abode, their legal seat and/or their place of management in Austria. Not all gifts are covered by the notification obligation: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Transfer Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may trigger fines of up to 10% of the fair market value of the assets transferred.

Further, gratuitous transfers of the ETI Securities may trigger income tax at the level of the transferor pursuant to sec. 27(6)(1) and (2) of the Austrian Income Tax Act (see above).

## **SPAIN**

### General

The Spanish system for direct taxation of individuals is mainly comprised of two personal income taxes: **Spanish personal income tax (PIT)**, for individuals who are resident in Spain for tax purposes, and Spanish non-residents' income tax (NRIT), for individuals who are not resident in Spain for tax purposes who obtain income in Spain.

The following information relates to Spanish taxation only and is applicable to individual investors that are Spanish tax residents who are the beneficial holders of the ETI Securities.

## Capital gains and losses

Any change in the value of the assets owned by PIT taxpayers resulting from any alteration in such assets may give rise to capital gains or losses which, in the event of the transfer of the instruments for valuable consideration, shall be calculated as the negative or positive difference between the acquisition value of the securities and their transfer value, determined by: (i) the listed value of the instruments as of the transfer date; or (ii) the agreed transfer price, when this exceeds the listed value of the instruments. Where the PIT taxpayer owns other securities of the same kind, the acquisition price of the transferred shares is based on the principle that those acquired first are sold first (FIFO). Both the acquisition and transfer values are increased or reduced, respectively, by the costs and taxes inherent to such transactions borne by the acquirer or transmitter, respectively. Capital gains or losses derived from the transfer of the instruments shall be included and offset in the savings taxable base of the tax period in which the transfer takes place, being taxed in the 2021 tax year at a rate of rate of 19% (for the first €6,000 of capital income obtained by the individual); 21% (for income between €6,000.00 and €50,000); 23% (for income between €50,000 and €200,000) and 26% (for income in excess of €200,000). Capital gains derived from transfer of the instruments are not subject to withholding tax on account of PIT. Finally, certain losses derived from the transfer of the instruments will not be treated as capital losses when identical securities are acquired during the two months prior or subsequent to the transfer date which originated 181 that loss. In such cases, capital losses shall be included in the taxable base upon the transfer of the remaining shares of the taxpayer

## GIBRALTAR

The following information relates to Gibraltar taxation only and is applicable to individual investors that are Gibraltar tax residents who are the beneficial holders of the ETI Securities.

### *General*

To the extent that a Redemption Amount comprises repayment of the Principal Amount, this should be treated as a repayment of debt which is neutral for direct tax purposes.

To the extent that the Redemption Amount exceeds the Principal Amount, such excess is expected to be treated as a capital gain. There is no capital gains tax in Gibraltar.

**THE ABOVE SUMMARIES ARE NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO THE OWNERSHIP OF ETI SECURITIES, PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISERS CONCERNING THE CONSEQUENCES OF THEIR PARTICULAR SITUATION.**

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## SUBSCRIPTION AND SALE

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None of the ETI Securities of any Series will be underwritten by any entity.

*Transfer restrictions applicable to the ETI Securities*

### **Liechtenstein**

The ETI Securities will not be offered, sold, placed or underwritten in the Principality of Liechtenstein, otherwise than in conformity with the provisions of:

- (a) the Prospectus Law Act and the Prospectus Directive (2003/71/EC) Regulations 2005 (as amended) and any rules of the Financial Markets Authority;
- (b) the European Communities (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland;
- (c) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 and any Central Bank rules issued and / or in force pursuant to Section 1370 of the Companies Act 2014 (as amended), and will assist the Issuer in complying with its obligations thereunder;
- (d) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs); and

For the purposes of this provision, the expression “**Prospectus Law Act**” means the Liechtenstein Prospectus Law Act of 23<sup>rd</sup> May 2007, LGBl. 2007/196 (and amendments thereto).

### **Switzerland**

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the ETI Securities described herein. The ETI Securities may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the ETI Securities constitutes an Base Prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations, and neither this Base Prospectus nor any other offering or marketing material relating to the ETI Securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Base Prospectus nor any other offering or marketing material relating to the offering, nor the ETI Securities have been or will be filed with or approved by any Swiss regulatory authority. The ETI Securities are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA (FINMA), and investors in the ETI Securities will not benefit from protection or supervision by such authority.

## **European Economic Area, the United Kingdom and Gibraltar**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Regulation and the United Kingdom and Gibraltar (each, a “**Relevant State**”), the ETI Securities will not be offered to the public in that Relevant State except that it may, make an offer of ETI Securities to the public in that Relevant State:

- (a) in cases where the Final Terms specify that an offer of ETI Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a “**Public Offer**”), during the relevant offer period and provided the Issuer has consented in writing to its use for the purpose of the Public Offer;
- (b) in all cases to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) in all cases to fewer than, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the Issuer for any such offer; or
- (d) in all cases in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of ETI Securities referred to in (a) to (c) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression “**Prospectus Regulation**” means Regulation (EU) 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 any applicable supporting law, rule or regulation in the Relevant State.

## **General**

Selling restrictions in respect of each Series of ETI Securities may be modified or supplemented by the agreement of the Issuer. Any such modification and any other or additional restrictions will be set out in the Constituting Document in respect of that Series of ETI Securities.

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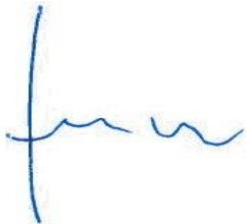
## GENERAL INFORMATION

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1. There are no governmental, legal, litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of its incorporation, significant effects on the Issuer's financial position or profitability.
2. For so long as the Programme remains in effect or any ETI Securities issued or entered into by the Issuer remain outstanding, the following documents will be available from the date hereof on the Arranger's website <https://altariuscapital.com> and during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for physical inspection at and collection of copies free of charge from the registered office of the Issuer and the specified offices of the Issuing and Principal Paying Agent:
  - (1) this Base Prospectus;
  - (2) any Master Calculation Agency Terms, Master Authorized Participant Terms, Master Conditions and any other master document which contains provisions which are incorporated by reference into any Constituting Document (in relation to a Series of ETI Securities which is or are outstanding) so as to constitute any Calculation Agency Agreement, Authorised Participant Agreement or other agreement with respect to a Series of ETI Securities (as amended, modified and / or supplemented by the relevant Constituting Document);
  - (3) any agreement (other than the Constituting Document for each Series) supplemental to any of the documents referred to in (2) above;
  - (4) the Paying Agent Agreement;
  - (5) the Memorandum and Articles of Association of the Issuer;
  - (6) the most recent financial statements of the Issuer (if any);
  - (7) the Constituting Document relating to each Series of ETI Securities; and
  - (8) the Final Terms relating to each Series of ETI Securities.
3. The Issuer has obtained all necessary consents, approvals and authorisations (if any) which are necessary in Liechtenstein at the date of this Base Prospectus in connection with the establishment and update of its Programme. The establishment of the Programme and the issue of this Base Prospectus were authorised by resolutions of the Board of Directors of the Issuer passed on 27<sup>th</sup> May 2022.
4. In respect of the Issuer, there has been changes in the financial or trading position of the Issuer due to commencement of operations. However, there is no material adverse change in the financial position or prospects of the Issuer. This since 31<sup>st</sup> December 2021 (being the date of the first and most recently audited financial statements if applicable). For better convenience of

the most recent financial or trading position, the none audited financial statements for 31<sup>st</sup> December 2022 (being the most recent financial statements) are a constituent part of the annex.

5. The ETI Securities may be accepted for clearance through Clearstream. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of ETI Securities will be set out in the relevant Final Terms. The address of Clearstream Banking AG is Mergenthalerallee 61, 65760 Eschborn, Germany. The address of any alternative clearing system will be specified in the applicable Final Terms.
6. The Issuer will not provide post-issuance transaction information with regard to the ETI Securities of any Series which are admitted to trading or with regard to any underlying in respect of such ETI Securities.
7. Any website referred to in this Base Prospectus does not form part of this Base Prospectus and will not be incorporated by reference.



Dr. Marco Felder  
Director



Mag. iur. Rainer A. Sprenger  
Director

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**ANNEX 1**

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**AUDITED ANNUAL REPORT 2021 OF THE ISSUER**

**NO AUDITED ANNUAL REPORT 2022 OF THE ISSUER**

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**Altarius ETI AG**

9491 Ruggell  
Liechtenstein  
FL-0002.669.856-9

**Annual Report**

For the financial year 2021

Altarius ETI AG, Industriering 14, LI-9491 Ruggell, Liechtenstein  
Tel.: +423 264 24 80 / E-Mail: [contact@blueridge.li](mailto:contact@blueridge.li) / Reg.-Hr. FL-0002.669.856-9





Tel: +423 238 20 00  
Fax: +423 238 20 05  
office@bdo.li  
www.bdo.li

BDO (Liechtenstein) AG  
Wuhrstrasse 14  
Postfach 132  
LI - 9490 Vaduz

Cr-no.: FL-0002.458.153-8  
VAT.no.: 58 382

Report of the Statutory Auditor on the review of the Financial Statements to the General Meeting of the Shareholders of

**Altarius ETI AG, Ruggell  
(FL-0002.669.856-9)**

As statutory auditor, we have reviewed the financial statements (balance sheet, income statement and notes) of Altarius ETI AG, which have been prepared in accordance with Liechtenstein law, for the financial year covering the period from 28<sup>th</sup> of October 2021 to the 31<sup>st</sup> of December 2021.

These financial statements are the responsibility of the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review. We confirm that we meet the qualification and independence requirements as stipulated by Liechtenstein law.

Our review was conducted in accordance with the standard on the review of financial statements issued by the WPV [“Liechtensteinische Wirtschaftsprüfervereinigung”: Liechtenstein Association of Auditors]. This standard requires that we plan and perform the review in such a way as to enable material misstatements in the financial statements to be detected, albeit with less assurance than in a statutory audit. A review consists primarily of inquiries of company personnel and analytical procedures in relation to the data used to prepare the financial statements. We have conducted a review and not an audit. Accordingly, we do not express an audit opinion.

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not give a true and fair view of the company’s net assets, financial position and results of operations in accordance with Liechtenstein law. Furthermore, nothing has come to our attention that causes us to believe that the financial statements and the proposal for the appropriation of available earnings do not comply with the company’s articles of incorporation.

Based on our review, we recommend that the financial statements submitted to you be approved.

Vaduz, 03<sup>rd</sup> of June 2022

**BDO (Liechtenstein) AG**

Martin Hörndlinger  
Certified Public Accountant  
Auditor in Charge

Roger Züger  
Swiss Certified Public Accountant

Enclosures:

- Financial statements (balance sheet, income statement, notes)
- Proposed appropriation of available earnings

BDO (Liechtenstein) AG, is the legally independent Liechtenstein member firm of the international BDO network.

Balance in Euro	per 31 Dec 2021	per 31 Dec 2020
<b>Assets</b>		
Current assets		
Bank deposits, cheques and cash on hand	49'703.28	0.00
<b>Total current assets</b>	<b>49'703.28</b>	<b>0.00</b>
<b>Total assets</b>	<b>49'703.28</b>	<b>0.00</b>

Balance in Euro	per 31 Dec 2021	per 31 Dec 2020
<b>Liabilities</b>		
Equity		
Subscribed capital	50'000.00	0.00
Annual profit / loss	-2'018.72	0.00
<b>Total equity</b>	<b>47'981.28</b>	<b>0.00</b>
Provisions		
<i>Tax provisions</i>	1'722.00	0.00
<b>Total provisions</b>	<b>1'722.00</b>	<b>0.00</b>
<b>Total equity and liabilities</b>	<b>49'703.28</b>	<b>0.00</b>

<b>INCOME STATEMENT in Euro</b>	<b>per 31 Dec 2021</b>	<b>per 31 Dec 2020</b>
<b>Gross profit</b>	<b>0.00</b>	<b>0.00</b>
Other operating expenses	-296.72	0.00
<b>Operating result</b>	<b>-296.72</b>	<b>0.00</b>
<b>Result from ordinary business activity</b>	<b>-296.72</b>	<b>0.00</b>
Income Tax	-1'722.00	0.00
<b>Result after taxes</b>	<b>-2'018.72</b>	<b>0.00</b>
<b>Annual profit / loss</b>	<b>-2'018.72</b>	<b>0.00</b>

## Notes to the annual financial statements as at 31 December 2021

### Accounting and valuation methods

The financial statements are prepared in accordance with the provisions of the Liechtenstein Persons and Companies Act (PGR). The annual financial statements were prepared in accordance with the statutory provisions and the principles of proper accounting. The primary objective of accounting is to present a true and fair view of the assets, liabilities, financial and earnings situation of the company. The general valuation principles according to art. 1066a PGR are applied. The valuation is based on the assumption that the company will continue as a going concern. The accounts are kept in Euros. There are no deviations from the general valuation principles, accounting methods and accounting regulations according to the PGR.

### Foreign currencies

The year-end exchange rate was used to translate foreign currencies into Euros on the balance sheet date.

Listing	Unit	31 Dec 2021	Unit	31 Dec 2020
<b>Contingent liabilities</b>				
Guarantees	EUR	none	EUR	n/a
Pledge orders	EUR	none	EUR	n/a
Other contingent liabilities	EUR	none	EUR	n/a
<b>Employees</b>				
Average number of employees	No	none	No	n/a
<b>Extraordinary income or expense items</b>				
	EUR	none	EUR	n/a
<b>Receivables / Claims</b>				
Claims with a residual term of more than one year	EUR	none	EUR	n/a
<b>Liabilities</b>				
Liabilities with a residual term of more than one year	EUR	none	EUR	n/a
Liabilities with a residual term of more than five years	EUR	none	EUR	n/a
Liabilities secured by pledges or similar rights in rem	EUR	none	EUR	n/a
<b>Treasury shares</b>				
Number of treasury shares	No	none	No	n/a

There are no other matters requiring disclosure (Art. 1091ff PGR).

Profit appropriation in Euro	per	per
	31 Dec 2021	31 Dec 2020
Profit carried forward	0.00	0.00
Annual profit / loss	-2'018.72	0.00
Interim dividends	0.00	0.00
<b>At the disposal of the General Meeting</b>	<b>-2'018.72</b>	<b>0.00</b>
Dividend at year end	0.00	0.00
Allocation to the legal reserves	0.00	0.00
Allocation to statutory reserves	0.00	0.00
Allocation to other reserves	0.00	0.00
<b>Carried forward to new account</b>	<b>-2'018.72</b>	<b>0.00</b>

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**ALTARIUS ETI AG**

**NO AUDITED Annual Report**

For Financial Year 2022

<b>Bilanz</b>		<b>Altarius ETI AG</b>		<b>FIBU 2022 - EUR</b>	
		Bilanz per 31.12.22			
<b>Nr. + Bezeichnung</b>	<b>FW-Jahr</b>	<b>Aktiven</b>	<b>Passiven</b>		
<b>Assets</b>					
<b>Current assets</b>					
Cash and Securities					
<b>Bank deposits</b>					
1020 LLB Curr. - EUR		41'695.72			
1021 Baader Bank AG - EUR		500.00			
<b>Total Bank deposits</b>		<b>42'195.72</b>			
<b>Total Cash and Securities</b>		<b>42'195.72</b>			
<b>Receivables &amp; loans short term</b>					
Acc. receivable deliveries and services					
1100 Receivables		51'899.83			
<b>Total Acc. receivable deliveries and services</b>		<b>51'899.83</b>			
<b>Total Receivables &amp; loans short term</b>		<b>51'899.83</b>			
<b>Total Current assets</b>		<b>94'095.55</b>			
<b>Fixed assets</b>					
<b>Financial assets</b>					
<b>Investments Portfolio Linked Notes</b>					
1430 Cell C Think Credit Linked Note		4'000'000.00			
1432 Cell E Meta Linked Note (USD 5'000'000)		4'708'935.00			
1439 Unreal. P&L on Linked Notes		-10'400.00			
<b>Total Investments Portfolio Linked Notes</b>		<b>8'698'535.00</b>			
<b>Total Financial assets</b>		<b>8'698'535.00</b>			
<b>Total Fixed assets</b>		<b>8'698'535.00</b>			
<b>Total Assets</b>		<b>8'792'630.55</b>			
<b>Liabilities</b>					
<b>Liabilities short-term</b>					
Trade accounts payable short-term					
2000 Creditors			13'000.00		
2001 Creditors - CHF	19'651.05		19'770.93		
<b>Total Trade accounts payable short-term</b>			<b>32'770.93</b>		
Accruals and deferrals payables					
2300 Accrued liabilities			9'096.15		
2340 Deferred exp. tax authority			1'810.98		
<b>Total Accruals and deferrals payables</b>			<b>10'907.13</b>		
<b>Total Liabilities short-term</b>			<b>43'678.06</b>		
<b>Liabilities long-term</b>					
<b>Exch. Traded Debt Instruments Issued</b>					
2400 Cell C Think Credit Linked Note			4'000'000.00		
2402 Cell E Meta Linked Note (USD 5'000'000)			4'708'935.00		
2439 Unreal. P&L on Linked Notes			-10'400.00		
<b>Total Exch. Traded Debt Instruments Issued</b>			<b>8'698'535.00</b>		
<b>Total Liabilities long-term</b>			<b>8'698'535.00</b>		
<b>Equity</b>					
Share capital and private					
2900 Capital			50'000.00		
<b>Total Share capital and private</b>			<b>50'000.00</b>		
Agio, reserves, Profit/Loss					
2990 Profit/Loss brought forward			-2'018.72		
<b>Total Agio, reserves, Profit/Loss</b>			<b>-2'018.72</b>		
<b>Total Equity</b>			<b>47'981.28</b>		
<b>Total Liabilities</b>			<b>8'790'194.34</b>		
Gewinn			2'436.21		
Kontrollsumme		8'792'630.55	8'792'630.55		

Erfolgsrechnung		Altarius ETI AG 01.01.22 - 31.12.22	FIBU 2022 - EUR
Nr. + Bezeichnung	Aufwand	Ertrag	
<b>Income</b>			
Income from Securities prospectus			
3200 Service Level Agreement Income			61'919.83
<b>Total Income from Securities prospectus</b>			<b>61'919.83</b>
<b>Total Income</b>			<b>61'919.83</b>
<b>Expenses</b>			
<b>Expenses of services</b>			
<b>Expenses for Securities prospectus</b>			
4000 Set-up fees	12'000.00		
4001 Agent Action fees	1'000.00		
4004 Listing fees	5'000.00		
4005 Quotation fees	5'000.00		
4010 FMA fees securities prospectus	5'214.24		
<b>Total Expenses for Securities prospectus</b>	<b>28'214.24</b>		
<b>Total Expenses of services</b>	<b>28'214.24</b>		
<b>Personnel costs</b>			
<b>Expenses administrative/supervisory board</b>			
5400 Board of Directors and Agent fees	6'524.77		
<b>Total Expenses administrative/supervisory board</b>	<b>6'524.77</b>		
<b>Total Personnel costs</b>	<b>6'524.77</b>		
<b>Other operating expenses</b>			
<b>Expenditure on administration and IT</b>			
Expenses for accounting and consulting			
6470 Accounting fees	2'803.35		
6475 Audit fees	7'545.75		
6480 Consulting and Management fees	11'140.29		
6482 FMA / Due diligence fees	812.68		
<b>Total Expenses for accounting and consulting</b>	<b>22'302.07</b>		
<b>Total Expenditure on administration and IT</b>	<b>22'302.07</b>		
<b>Insurance, duties, fees, permits</b>			
Government charges and fees			
6651 Government fees	40.24		
<b>Total Government charges and fees</b>	<b>40.24</b>		
<b>Total Insurance, duties, fees, permits</b>	<b>40.24</b>		
<b>Total Other operating expenses</b>	<b>22'342.31</b>		
<b>Financial result</b>			
<b>Financial expenses</b>			
Bank charges and fees			
8350 Bank charges and fees	427.83		
<b>Total Bank charges and fees</b>	<b>427.83</b>		
<b>Total Financial expenses</b>	<b>427.83</b>		
<b>Total Financial result</b>	<b>427.83</b>		
<b>Taxes and duties</b>			
8800 Income tax	1'974.47		
<b>Total Taxes and duties</b>	<b>1'974.47</b>		
<b>Total Expenses</b>	<b>59'483.62</b>		
Gewinn	2'436.21		
Kontrollsumme	61'919.83	61'919.83	



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**ANNEX 2**

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**ISSUED ETI SECURITIES**

**Think Credit ETI | ISIN: DE000A3G1M05 | WKN: A3G1M0**

**and**

**META ETI | ISIN: DE000A3G1PE3 | WKN: A3G1PE**

**ISSUER**

Altarius ETI AG  
Landstrasse 158  
9494 Schaan  
Liechtenstein

**ARRANGER**

Altarius Capital Limited  
World Trade Center Unit 526  
6 Bayside Road  
Gibraltar  
GX11 1AA

**ISSUING AND PRINCIPAL PAYING AGENT**

Baader Bank AG  
Weihenstephaner Strasse 4  
85716 Unterschleissheim  
Germany

**CALCULATION AGENT**

Altarius Capital Limited  
World Trade Center Unit 526  
6 Bayside Road  
Gibraltar  
GX11 1AA

**AUTHORISED PARTICIPANT**

Altarius Capital Limited  
World Trade Center Unit 526  
6 Bayside Road  
Gibraltar  
GX11 1AA

Altarius Index PCC Limited  
2 Irish Town  
Gibraltar  
GX11 1AA

**LEGAL ADVISORS**

*(to the Issuer and Arranger in respect of Gibraltar laws)*  
Triay Lawyers Limited  
28 Irish Town  
Gibraltar  
GX11 1AA