

Product Disclosure Statement



17 MARCH 2025

Global X Gold Bullion (Currency Hedged) ETF (GHLD) ARSN: 661 602 339

ISSUER AND RESPONSIBLE ENTITY:

GLOBAL X MANAGEMENT (AUS) LIMITED ACN 150 433 828 AFSL NO. 466778

Important Information

IMPORTANT NOTICE TO RECIPIENT

About this document

This Product Disclosure Statement (“PDS”) is dated 17 March 2025 and has been prepared by Global X Management (AUS) Limited ACN 150 433 828 AFSL 466778 (“Global X” or the “Responsible Entity”) who is responsible for its content.

This PDS sets out information and is an offer document for the Global X Gold Bullion (Currency Hedged) ETF (the “Fund”). The Fund is a registered managed investment scheme and a copy of this PDS has been filed with the Australian Securities and Investments Commission (“ASIC”).

Investments in Units in the Fund are subject to investment risk, including possible delays in repayment and loss of income and principal invested. Neither Global X nor any other member of the Mirae Asset Global Investments Group guarantees the performance of any product issued by Global X or the repayment of capital or any particular rate of return therefrom.

As at the date of this document an application has been made to the ASX for Units in the Fund to be quoted for trading on the ASX under the AQUA Rules. A copy of this PDS has been lodged with both ASIC and ASX. No responsibility as to the contents of this PDS is taken by ASIC or ASX. No applications for Units in the Fund will be accepted until the exposure period for the PDS has expired. The exposure period for the PDS expires seven days after lodgement of this PDS with ASIC, subject to possible extension by ASIC for a further period of up to seven days.

About the Offer

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

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

This PDS does not constitute an offer or invitation in relation to the Fund in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this PDS may be

restricted by laws of places where it is distributed and therefore persons into whose possession this PDS comes (including nominees, trustees or custodians) should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws. No cooling off period applies to investment in the Fund.

Information in this document is subject to change from time to time. To the extent that the change is not materially adverse to Holders, it may be updated by the Responsible Entity posting a notice of the change on its website at www.globalxetfs.com.au. In addition, any material updates will also be notified to Holders through the Market Announcements Platform on the ASX. The Responsible Entity will provide to Holders, free of charge, a paper copy of the updated information upon request. Please refer to the “Corporate Directory” at Section 13 of this PDS for contact details of the Responsible Entity.

Continuous offer notice

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

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

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

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

AQUA market on the ASX

As at the date of this document an application has been made to the ASX for units in the Fund to be quoted for trading on the AQUA market of the ASX under the AQUA Rules. The AQUA Rules form part of the ASX Operating Rules. The Units will not be listed on the ASX under the ASX Listing Rules.

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

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

AQUA Rules: fundamental difference

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

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

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

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

1. **Continuous disclosure** – the continuous disclosure requirements for AQUA Product issuers are different to those under the ASX Listing Rules because of the nature and regulation of the underlying asset. There is a requirement under the AQUA Rules that an AQUA Product issuer provide the ASX with any information the non-disclosure of which may lead to the establishment of a false market in the products or which would materially affect the price of its products. The Fund must also disclose information about net tangible assets or net asset value, dividends and distributions to the ASX and must make disclosure to the ASX and market participants

using the Market Announcements Platform of the ASX at the same time information is disclosed to ASIC. The Responsible Entity also intends to post any such information on its website www.globalxetfs.com.au at the same time.

2. **Periodic disclosure** – AQUA Product issuers are not required to disclose half yearly and annual financial information or annual reports to the ASX. However, periodic financial reports relating to the AQUA Product must be disclosed to the ASX at the same time they are lodged with ASIC under Chapter 2M of the Corporations Act.
3. **Spread requirements** – The requirements under the ASX Listing Rules that issuers satisfy certain minimum spread requirements (i.e. a minimum number of Holders each having a minimum parcel size) do not apply to AQUA Products. Under the AQUA Rules, unless and until a suitable spread of Holders is achieved, an AQUA Product issuer must ensure a bid/ask spread and volume requirement is maintained for the AQUA Product on the ASX, generally through the appointment of a market maker, or must have in place other arrangements which meet ASX's requirements for providing liquidity.
4. **Corporate control** – the ASX requirements in relation to matters such as takeover bids, share buy-backs, change of capital, new issues, restricted securities, disclosure of directors' interests and substantial holdings are not relevant and do not apply to AQUA Products. The Responsible Entity and the Fund is subject to general Corporations Act requirements in respect of some of these matters in some circumstances. Unlike the responsible entity of a managed investment scheme listed under the Listing Rules, the Responsible Entity can only be replaced by a resolution passed by the votes of at least 50% of all the votes eligible to be cast.

The Corporations Act provisions that apply to takeovers and substantial shareholding requirements for listed managed investment schemes do not apply to AQUA Products.
5. **Related party transactions** – ASX requirements relating to transactions between an entity and persons in a position to influence the entity, do not apply to AQUA Products. However, Corporations Act requirements (i.e. Chapter 2E) applicable to public companies will still apply to the issuer.

Important Information

6. **Auditor rotation obligations** – AQUA Product issuers, including the Responsible Entity and the Fund, will not be subject to the requirements in Division 5 of Part 2M.4 of the Corporations Act in relation to auditor rotation, however the Responsible Entity is required to undertake an independent audit of the compliance plan for the Fund.

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

Disclaimers

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

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

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

Prospective investors should particularly read and carefully consider Section 4 (Investment Objectives and Strategy of the Fund) and Section 5 (Risks) of this PDS before making a decision whether or not to acquire Units.

Updates to this PDS

Information in this PDS is subject to change from time to time. To the extent that the change is not materially adverse to you, updates to this PDS may be made by the Responsible Entity by posting a notice of the change on our website at www.globalxetfs.com.au. In addition, any material updates will also be notified to you through the Market Announcements Platform on the ASX. We will provide you, free of charge, a paper copy of the updated information upon request. Please refer to the "Corporate Directory" at Section 13 of this PDS for our contact details.

A copy of the latest version of the PDS and the Fund's Target Market Determination (TMD) is available at any time to download free of charge from our website www.globalxetfs.com.au. Upon request, the Responsible Entity shall also make a hard copy of these documents available free of charge.

Selling restrictions

New Zealand

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

Singapore

This PDS has not been registered as a prospectus with the Monetary Authority of Singapore. This PDS and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Units may not be circulated or distributed, nor may the Units be offered or sold, or be made the subject of any invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except to an institutional investor as defined in the Securities and Futures Act, Cap. 289 (the "Act"), or otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the Act.

United States

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

Defined terms

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

Table of Contents

Section of this PDS	Page	What is covered by this section?
1. Key features	7	This section provides an overview of the Fund in the format of a table.
2. Frequently Asked Questions	13	This section sets out the answers to some frequently asked questions about the Units.
3. About the Responsible Entity	17	This section sets out a summary of key information in relation to the Responsible Entity.
4. Investment objectives and strategy of the Fund	18	This section provides an overview of the investment objectives and strategy of the Fund to help an investor decide whether an investment in a product which tracks movements spot price of gold bullion hedged to Australian dollars is appropriate for them.
5. Risks	20	This section sets out the material risks known to the Responsible Entity associated with an investment in Units and should be carefully considered by a prospective investor.
6. Trading of Units	25	This section contains a summary of the application and redemption process for Units.
7. Valuation and Unit Pricing	30	This section sets out how the Responsible Entity determines the value of Units.
8. Fees and other costs	32	This section sets out the fees and expenses which will be payable in relation to applications, redemptions and the ongoing management of the Fund.
9. Distributions	39	This section sets out information about distributions which may be paid in relation to the Units.
10. Additional information	40	This section sets out the key additional information applicable to the Fund, particularly the key services providers, key documents, privacy policy and complaints handling procedures.
11. Taxation considerations	52	This section sets out the tax treatment of holding Units in Australia. You should note that this is a general summary and you should seek your own tax advice in relation to the taxation consequences of holding Units.
12. Glossary	56	This section sets out the definitions that apply throughout this PDS.
13. Corporate directory	60	This section sets out the names and addresses of the key service providers to the Fund.
14. Fund supplement	61	This section sets out the information applicable to the Fund for this PDS.

1. Key features

1.1 Overview

The Fund is a registered managed investment scheme which intends to have its Units quoted on the ASX under the AQUA Rules. The Fund is an exchange traded fund (“ETF”) which aims to provide investment results which correspond generally to the spot price of gold bullion currency hedged with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar, before fees and expenses.

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

Key features of the Fund

Fund name	Global X Gold Bullion (Currency Hedged) ETF
Responsible Entity	Global X Management (AUS) Limited is the Responsible Entity and trustee of the Fund and the issuer of this PDS.
Investment objective	The investment objective of the Fund is to provide investment results which correspond generally to the spot price of gold bullion, hedged with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar, before fees and expenses.
Investment type	The Fund is a registered managed investment scheme structured as a unit trust. Units in the Fund (“Units”) will be able to be traded on the ASX. The issue of Units is authorised by the Responsible Entity’s Australian financial services licence.
Investment strategy	<p>The Fund will attempt to meet its investment objective by purchasing interests in a deferred purchase agreement or “DPA” that provides investment results which correspond generally to the spot price of gold bullion, hedged with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar (“Hedged Gold Units”). As global gold markets generally trade in USD denominated gold, a hedging mechanism is required to reduce or eliminate the effect of movements in the AUD/USD exchange rate on Australian dollar denominated investments linked to gold. The Hedged Gold Units are expected to provide a more tax efficient investment relative to if the Fund invested directly in gold and a foreign exchange swap.</p> <p>Each Hedged Gold Unit is a financial contract between the Responsible Entity and Global X Investment Solutions Pty Limited (the “Hedged Gold Vendor”), a special purpose entity administered (as at the date of this PDS) by the Responsible Entity. Each Hedged Gold Unit provides the Responsible Entity with a right, upon redemption of a Hedged Gold Unit, to payment of consideration determined by reference to the price of gold of minimum 99.5% purity and otherwise complying with the rules of the London Bullion Market Association or its successors and where the reference amount of gold is adjusted daily based on movements in the AUD/USD exchange rate with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar on the value of the Hedged Gold Unit. The Hedged Gold Units are characterised as “securities” under the Corporations Act.</p> <p>To support its obligations under the Hedged Gold Units, the Hedged Gold Vendor will hold gold bullion with JPMorgan Chase Bank, N.A. London Branch (the “Gold Custodian”), and enter into a Metal Foreign Exchange Derivative Contract (the “Hedging Mechanism”) with, J.P. Morgan SE (the “Hedged Gold Counterparty”). As a condition of entering into the Hedging Mechanism, the Hedged Gold Counterparty requires that the Responsible Entity enter into a guarantee whereby the Responsible Entity guarantees the obligations of the Hedged Gold Vendor under the Hedging Mechanism.</p>

1. Key features

Investment strategy (continued)	<p>The guarantee is limited to the assets of the Fund. The purpose of the Hedging Mechanism is only to provide a mechanism for hedging transactions to occur in the gold portfolio held by the Hedged Gold Vendor. The Hedged Gold Vendor will initially receive gold bullion in unallocated form (including transactions relating to hedging) however at the end of each trading day the Gold Custodian will convert all holdings of unallocated gold into holdings of allocated gold. The Hedged Gold Vendor provides the Responsible Entity with a charge over its assets (including over all of its holdings of gold) to secure its obligations under the Hedged Gold Units as described further below.</p> <p>The Gold Custodian holds the gold bullion in allocated form (other than amounts which may be held on a temporary basis in unallocated form) as Good Delivery Bars at its London vault premises. The Gold Custodian holds such bullion in custody for the Hedged Gold Vendor. The Hedging Mechanism allows the Hedged Gold Vendor's holdings of gold bullion to be adjusted daily based on foreign exchange movements with the aim of eliminating the effect of the AUD/USD exchange rate on the value of the gold.</p> <p>The Hedged Gold Vendor provides the Responsible Entity with a charge over its holdings of allocated and unallocated gold, and the Hedging Mechanism. The charge provides the Responsible Entity with the legal right to take ownership of the gold bullion in the unlikely event the Hedged Gold Vendor defaults on its obligations under the Hedged Gold Units. A charge is entered into under both Australian and English law and applies to all holdings of allocated and unallocated gold bullion held by the Hedged Gold Vendor from time to time.</p> <p>To assist investors, the Fund's full portfolio holdings will be published on a daily basis at the same time that Authorised Participants and market makers are provided with portfolio composition files. The Responsible Entity will also publish a list of the allocated gold bars in respect of which the Fund holds a security interest.</p> <p>Cash balances may also be held in the Fund. The Fund may enter into short term overdrafts for cash management purposes only. These overdrafts are not expected to be of a material size. The Fund does not intend to use any cash borrowings to achieve leverage and the Hedged Gold Units will not provide leveraged exposure to gold.</p> <p>As at the date of this PDS, it is not the intention of the Responsible Entity that the Fund will engage in securities lending over its assets.</p> <p>The Responsible Entity may change the investment objective or investment strategy of the Fund, or may change how the Fund's investment objective is achieved or investment strategy is implemented.</p>
Currency exposure	<p>Gold bullion prices are generally quoted in US dollars and ordinarily the Australian dollar value of the gains or losses achieved by the Fund would be affected by AUD/USD exchange rate movements.</p> <p>The Responsible Entity intends to hedge the Fund's currency exposure through its exposure to the Hedged Gold Units (including an indirect exposure to the Hedging Mechanism via the Hedged Gold Vendor).</p> <p>The currency hedging approach seeks to eliminate the impact of currency movements on the Fund's returns, but it is not guaranteed to eliminate the Fund's exposure to currency movements.</p>
Net Asset Value (NAV)	<p>The Net Asset Value for the Fund shall be determined by the Responsible Entity at the Valuation Time on each Dealing Day (or at such other time as the Responsible Entity may determine) by valuing the assets of the Fund and deducting the liabilities of the Fund (including, without limitation, management costs). Please refer to Section 7 (Valuation and Unit Pricing) for more detail.</p>

Fees and expenses	Fees and costs as described in Section 8 (Fees and other costs) apply.
Trading in Units of the Fund	<p>As at the date of this PDS an application has been made to the ASX for Units in the Fund to be quoted for trading on the ASX under the AQUA Rules. It is expected that most investors will buy and sell their Units through trading on this secondary market where they can be bought and sold like any other stocks. Investment in Units through transactions on the ASX are not governed by the terms of this PDS.</p> <p>Creation Requests and Redemption Requests made directly to the Fund may generally only be made by Authorised Participants.</p>
Creations	<p>The offer of Units in the Fund under this PDS is made to Authorised Participants only and only Authorised Participants may apply to the Fund for Units.</p> <p>Creation Requests for Units may be submitted on any Dealing Day during the term of this PDS. Creation Requests will be settled in-specie by the Fund directing Authorised Participants to deposit gold bullion into the Hedged Gold Vendor's Unallocated Account with the Gold Custodian in consideration of the Hedged Gold Vendor issuing Hedged Gold Units to the Fund.</p> <p>Authorised Participants may submit Creation Requests in respect of whole multiples of Creation Units unless the Responsible Entity otherwise agrees. In respect of the Fund, the Creation Unit is a number of Units of the Fund as set out in the Fund Supplement.</p> <p>The Responsible Entity may reject any Creation Request in its discretion.</p>
Redemptions	<p>Generally, only Authorised Participants may submit Redemption Requests in respect of some or all of their holdings in the Fund.</p> <p>Redemption Requests will be settled in-specie by the Fund redeeming Hedged Gold Units and directing the Hedged Gold Vendor to deposit the proceeds as gold bullion into the Authorised Participant's Unallocated Account in lieu of the Hedged Gold Vendor paying the redemption proceeds from Hedged Gold Units to the Fund.</p> <p>Please refer to Section 6 (Trading of Units) for more detail.</p>
Distributions	<p>To the extent that there is any income received by the Fund, it is expected that it will be distributed to Holders as set out in the Fund Supplement. There is no guarantee that the Fund will make any distributions. The Fund's underlying assets are not expected to generate significant distributable income.</p> <p>Holders can choose to have their distributions paid directly into a nominated bank account in cash (via electronic funds transfer).</p> <p>Further information in respect of distributions is set out in Section 9 (Distributions) of this PDS.</p>
Key risks	<p>Past performance is not an indication of future performance and the investment performance of the Units could be volatile. An investment in the Units involves a significant degree of risk. The following are just some of the risk factors which should be carefully considered by prospective investors before deciding whether to invest in the Units.</p> <ul style="list-style-type: none"> • Gold Bullion Price Risk – gold bullion prices generally may fluctuate widely and may be affected by numerous factors.

1. Key features

<p>Key risks (continued)</p>	<ul style="list-style-type: none"> • Shortage of Physical Gold Bullion Risk – gold bullion markets have the potential to suffer from market disruption or volatility caused by shortages of physical gold bullion. Such events could result in a spike in gold bullion prices. Price spiking can also result in volatile forward rates and lease rates which could result in the bid-offer spread on any stock exchange or market where gold bullion is traded to widen, reflecting short-term forward rates in the gold bullion. • Custody and Insurance Risk – the allocated gold bullion acquired by the Hedged Gold Vendor will be held by the Gold Custodian at its London vault premises. Access to the gold bullion could be restricted by natural events, such as flooding, or human actions, such as terrorist attack, which may impact the ability of the Hedged Gold Vendor to fulfil its obligations under the Hedged Gold Units. The Gold Custodian may make such insurance arrangements as it considers appropriate in connection with its custodial obligations with respect to the allocated gold bullion. The Gold Custodian has no obligation to insure the gold bullion against loss, damage, destruction or mis-delivery and the Responsible Entity and Hedged Gold Vendor do not intend to insure against such risks. • Risk – a derivative in the form of the Hedging Mechanism will be used for the primary purpose of implementing currency hedging within the Fund's investment structure. The Fund has an indirect exposure to the Hedging Mechanism via the Hedged Gold Vendor. The primary risks associated with the use of the Hedging Mechanism are: <ul style="list-style-type: none"> – the possibility that the Hedging Mechanism is difficult to value or that the changes in the value of the Hedging Mechanism do not correspond to the anticipated profit or loss of the currency movements affecting the value of the Fund; – the potential that the Hedged Gold Counterparty as counterparty to the Hedged Gold Vendor for the purpose of the Hedging Mechanism fails to meet its contractual obligations, which is likely to result in the Hedged Gold Vendor defaulting on its obligations to Fund, causing losses to the Fund; and – the possibility that the Hedged Gold Counterparty terminates the Hedging Mechanism, resulting in the Hedged Gold Vendor needing to enter into a replacement hedging arrangement. Failure to enter into a replacement hedging arrangement may result in the Hedged Gold Vendor defaulting on its obligations to Fund, causing losses to the Fund. • Differing Returns – the return generated on the Units may not reflect the return an investor would realise if he or she actually owned the gold bullion in other forms. The return on the Units is also likely to differ from an investment in gold bullion which does not include a hedging mechanism; • Traded Price vs Net Asset Value – in some circumstances the Units traded on the ASX may trade at a discount or premium to their Net Asset Value;
	<ul style="list-style-type: none"> • Liquidity Risk – although it is expected the Units will be admitted to trading status on the ASX there is no guarantee that there will be a liquid market for the Units. Furthermore, in certain circumstances the ASX may suspend trading of the Units or remove the Units from quotation on the ASX. There are also certain circumstances where the Responsible Entity may limit, reject, scale or delay redemptions; • Regulatory Risk – changes in regulations or laws may adversely affect the performance of the Fund or the ability of the Fund to continue to meet its investment objectives. Similarly, changes in taxation regulations or laws may impact the after-tax returns of the Fund;

<p>Key risks (continued)</p>	<ul style="list-style-type: none"> • Operational Risk – the occurrence of operational risk events such as system break downs or operational failures may impact the day-to-day operations of the Fund; • Counterparty Credit Risk – where the Fund is owed obligations by third parties, such as under the Hedged Gold Units, or has indirect exposure to the obligations of third parties, such as under the Hedging Mechanism, or other contractual relationships, a failure by the relevant counterparty to perform their obligations may impact the Fund. • Security Interest Risk – In some circumstances the security interest created under the charge provided by the Hedged Gold Vendor to the Responsible Entity may rank behind the claims of certain creditors of the Hedged Gold Vendor. A security interest in personal property that is perfected by "control" may have priority over a security interest in the same personal property perfected by other means. The security interest provided by the Hedged Gold Vendor will be perfected by registration not control. Investors should be aware that the security interest in the gold may not have priority if any other person obtains a security interest over the gold and perfects such security interest by control. In the event of the Hedged Gold Vendor's insolvency any liquidator appointed may also have a right of indemnity against company assets which may have priority over the interests of secured creditors such as the Fund. Investors should also be aware that in certain circumstances a transferee of personal property such as the gold may buy the asset free of any security interest. • Redemption Risk – there are certain circumstances in which an early redemption of Units may be imposed on investors, which may result in an investment in Units being redeemed earlier than desired. There are also certain circumstances where the Responsible Entity may limit, reject, scale or delay redemptions. Please see Sections 6.10 (Compulsory Redemption) and 10.2(a) (Trust Deed of the Fund) for more information; and • Currency Risk – although the Fund is Australian domiciled, the Fund's exposure is expected to be predominantly to the price of gold bullion. As gold bullion is typically denominated in US dollars, changes in the exchange rate between AUD and the USD would typically lead to a change in the value of gold bullion as expressed in AUD. The Responsible Entity intends to hedge the Fund's currency exposure through a combination of managing the currency of denomination of its cash positions and through the Hedged Gold Units (and, indirectly, the Hedging Mechanism via the Hedged Gold Vendor). The currency hedging approach seeks to eliminate the impact of currency movements on the Fund's returns, but it is not guaranteed to eliminate the Fund's exposure to currency movements. <p>These risks could have the effect of reducing the value of the Fund's investments, causing trading of Units in the Fund to be suspended, or reducing the liquidity of Units in the Fund on the ASX.</p> <p>This is not an exhaustive list of risks in relation to an investment in Units. Prospective investors should read Section 5 (Risks) of this PDS in relation to the risks of an investment in Units and consider the specific and general risks of an investment in Units. Prospective investors should also consult with their financial adviser prior to making any investment.</p>
<p>Reporting</p>	<p>Information relating to the Fund including its Net Asset Value and the performance of the spot gold price will be published on the website of the Responsible Entity at www.globalxetfs.com.au.</p>
<p>Registrar</p>	<p>Computershare Investor Services Pty Limited will maintain the Register of the Units of the Fund in Sydney, Australia.</p>

1. Key features

Transaction documents	<p>The documents which, in addition to this PDS, set out the terms and conditions relating to the Fund comprise:</p> <ul style="list-style-type: none">• the Trust Deed;• the Deferred Purchase Agreement (Deferred Gold Purchase Deed);• the Hedging Mechanism;• the Security Agreements;• the Gold Account Agreements;• the Guarantee• the Custodian Agreement;• the Registrar Agreement; and• the Administration Agreement. <p>Please refer to Section 10.2 (Summary of Material Documents) for a summary of material documents.</p>
------------------------------	---

2. Frequently Asked Questions

—

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

2.1 Will the Fund only be exposed to physical gold bullion?

The Fund's exposure consists predominantly of exposure to the price of physical gold bullion hedged into Australian dollars. This is achieved through the Fund holding Hedged Gold Units issued by the Hedged Gold Vendor which entitle the Fund to consideration payable by reference to the price of gold of minimum 99.5% purity and otherwise complying with the rules of the London Bullion Market Association or its successors and where the amount of gold is adjusted daily based on movements in the AUD/USD exchange rate with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar on the value of the Fund.

The Hedged Gold Vendor's obligations under the Hedged Gold Units are supported by the Hedged Gold Vendor's holdings of gold bullion with the Gold Custodian and exposure to the Hedging Mechanism, whereby the Hedged Gold Counterparty executes foreign exchange currency hedging trades and converts any foreign exchange profit and losses into gold bullion in an account in custody for the Hedged Gold Vendor. Such gold is initially acquired in unallocated form however at the end of each trading day any balances of unallocated gold will be converted to allocated gold. The Gold Custodian stores the allocated gold bullion owned by the Hedged Gold Vendor in secure London vaults operated by the Gold Custodian. The Hedging Mechanism is a derivative instrument which provides for hedging transactions to occur with respect to the physical gold portfolio held by the Hedged Gold Vendor. The Hedging Mechanism does not, and is not intended to, provide a synthetic exposure to gold.

The obligations of the Hedged Gold Vendor to the Fund under the Hedged Gold Units are secured by the Hedged Gold Vendor providing the Fund with a charge over the underlying gold bullion and the Hedging Mechanism as described below.

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

2.2 What are the Hedged Gold Units?

Each Hedged Gold Unit is a financial contract between the Responsible Entity and the Hedged Gold Vendor. Each Hedged Gold Unit provides the Responsible Entity with a right, upon redemption of a Hedged Gold Unit, to payment of consideration determined by reference to the price of gold of minimum 99.5% purity and otherwise complying with the rules of the London Bullion Market Association or its successors and where the reference amount of gold is adjusted daily based on movements in the AUD/USD exchange rate with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar on the value of the Hedged Gold Unit. The Hedged Gold Units are characterised as "securities" under the Corporations Act.

To support its obligations under the Hedged Gold Units, the Hedged Gold Vendor acquires gold bullion and provides a charge to the Fund over such gold as described below.

The amount of allocated gold bullion held by the Hedged Gold Vendor (in the London vaults of the Gold Custodian) plus any balances of unallocated gold (held by the Hedged Gold Vendor on a temporary basis prior to conversion to allocated form) are at all times expected to be approximately equal in value to the liabilities of the Hedged Gold Vendor to the Fund under the Hedged Gold Units. In the unlikely event of a default by the Hedged Gold Vendor under the Hedged Gold Units, the charge provides security to the Fund by providing the Fund with a right to take control of the underlying gold bullion held by the Hedged Gold Vendor.

2.3 What is the charge?

To provide additional security to the Fund with respect to its obligations under the Hedged Gold Units, the Hedged Gold Vendor will provide the Fund with security interests in: (1) all gold bullion held by the Hedged Gold Vendor (including both allocated and unallocated gold); and (2) all the Hedged Gold Vendor's rights under the Hedging Mechanism. In the unlikely event the Hedged Gold Vendor defaults on its obligations to the Fund under the Hedged Gold Units, the security interests provide the Fund with legal rights to take possession of the gold bullion held by the Hedged Gold Vendor and receive the benefit of any rights the Hedged Gold Vendor has under the Hedging Mechanism. The security interests are provided under both Australian and English law (as the gold bullion is held in a London vault under an English law custody agreement and the Hedging Mechanism is also entered into under English law).

2. Frequently Asked Questions

2.4 How does the foreign exchange hedge operate?

As gold is generally priced in US dollars and the Fund is priced in Australian dollars, absent any hedging mechanism, changes in the AUD/USD exchange rate would be expected to result in changes to the value of the Fund's assets even where there is no change in the US dollar price of gold.

The amount of gold which the Fund has exposure to under the Hedged Gold Units is adjusted daily based on movements in the AUD/USD exchange rate with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar on the value of the Fund's assets. The gold bullion held by the Hedged Gold Vendor is also increased and decreased in the same manner pursuant to the Hedging Mechanism.

For example, if there was no hedging in place, an increase in the US dollar relative to the Australian dollar would result in an increase in the value of the Fund's assets, and a decrease in the US dollar relative to the Australian dollar would result in a decrease in the value of the Fund's assets. Therefore, when the US dollar increases (or Australian dollar decreases), the Fund's gold exposure is proportionally reduced to offset the effect of the change in the exchange rate with the aim of eliminating the impact of the exchange rate on the value of the Fund's assets. Conversely, when the US dollar decreases (or Australian dollar increases), the Fund's gold exposure is proportionally increased to offset the effect of the change in the exchange rate with the aim of eliminating the impact of the exchange rate on the value of the Fund's assets.

There is a risk that the Hedging Mechanism may fail to completely eliminate the impact of the AUD/USD exchange rate on the value of the Fund's assets and there is no guarantee that exchange rates will not have an impact on the value of the Fund.

2.5 What does it mean to hold gold in an Allocated Account?

An Allocated Account is held with a custodian. Held in the customer's name, the account evidences that uniquely identifiable bars of gold have been "allocated" to the customer and are segregated from other metal held in the custodian's vault. The customer has full title to the gold held in the allocated account. The Allocated Account should not entail any credit risk exposure to the Custodian.

2.6 What does it mean to hold gold in an Unallocated Account?

An Unallocated Account is also held with a custodian. However, unlike gold held in an allocated account, gold in an unallocated account does not entitle the customer to a particular gold bar and the customer's holding is not segregated from that of other customers or the custodian. Instead, the books and records of the custodian record that the customer is entitled to a specific number of ounces of gold. As the gold is not segregated, the customer has a credit risk exposure to the custodian. Gold in unallocated form is easier to transfer as it can be for precise amounts rather than in multiples of whole bars and simply requires an update of the custodian's books and records rather than movements of physical gold bars and for this reason transfers in connection with the creation and redemption of Units and the Hedging Mechanism are carried out in unallocated form. Gold will only be temporarily held in the Unallocated Account as part of the creation and redemption process and in connection with the Hedging Mechanism. All gold balances in the Unallocated Account are expected to be transferred to the Allocated Account at the end of each trading day. A swing bar may be used for holdings of allocated gold which are less than one whole bar. A swing bar is effectively a fractional ownership of a bar of allocated gold.

2.7 How does the Custodian identify the gold held in the Allocated Account?

Gold bars may be identified by the Gold Custodian based on a combination of criteria: (i) the name of the refiner; (ii) the serial number; (iii) its year of manufacture; (iv) its weight; and/or (v) its composition and purity. It is important to recognise that any combination of these may be used to identify an individual gold bar. Two entirely different bars may be from the same refiner and have the same serial number but have a different weight and/or be from a different year.

2.8 Is it possible to know which bars of gold back the Units?

Yes, the Responsible Entity will publish a list of the gold bars that are held in the Allocated Account on its website at www.globalxetfs.com.au.

2.9 What are the significant risks of acquiring a Unit?

An investment in the Units involves a significant degree of risk. Past performance is not an indication of future performance and the investment performance of the Units could be volatile. Prospective investors should read Section 5 (Risks) of this PDS in relation to the risks of an investment in Units and consider the specific and general risks of an investment in Units. Prospective investors should also consult with their financial adviser prior to making any investment.

2.10 How can I apply for Units?

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

2.11 What is an Authorised Participant?

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

2.12 If I am not an Authorised Participant, how can I acquire Units?

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

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

2.13 Can I buy Units at their Net Asset Value on the ASX?

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

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

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

2.14 How do I realise my investment in Units?

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

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

2.15 Can I lose all of my initial investment?

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

2.16 What is the minimum investment?

Authorised Participants may only apply for Units totalling at least one Creation Unit unless the Responsible Entity otherwise agrees.

2.17 What are the tax consequences of holding a Unit?

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

2. Frequently Asked Questions

2.18 Who is the Registrar?

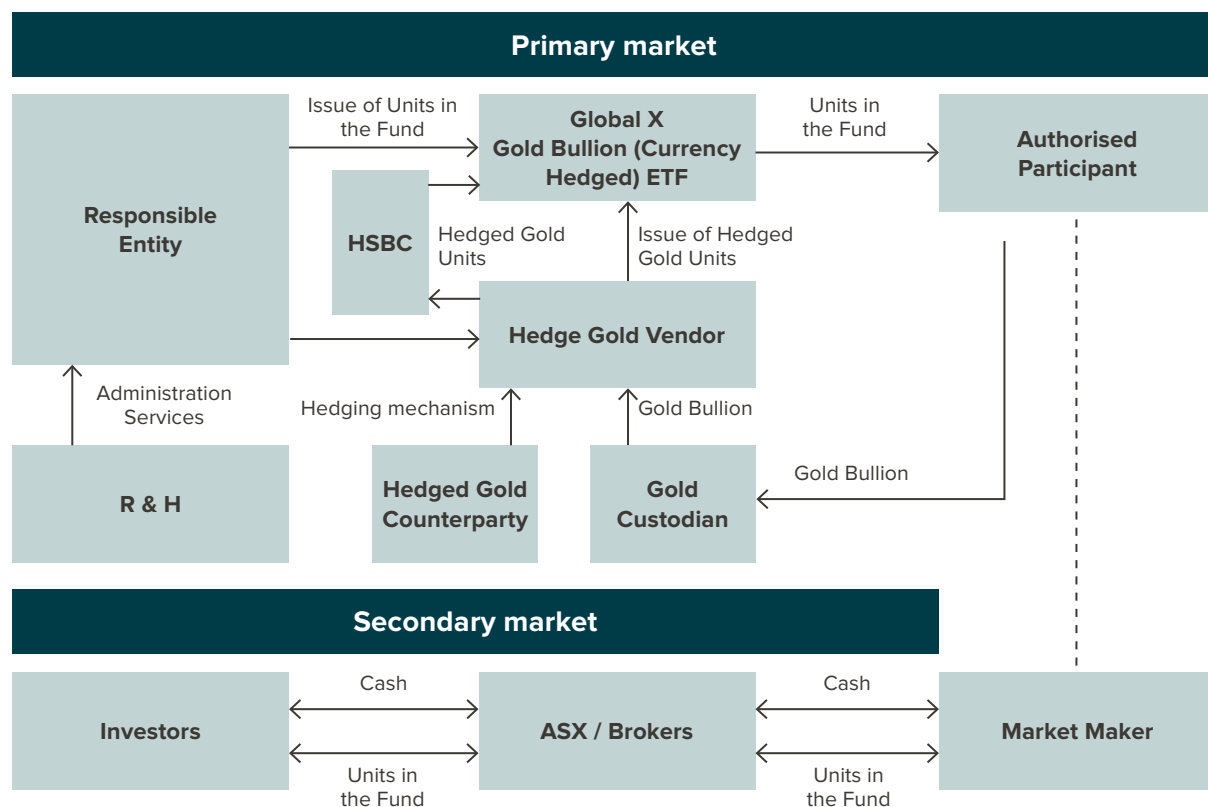
Computershare Investor Services Pty Limited acts as Registrar of the Fund and maintains the Register in Sydney, Australia.

2.19 Is there a cooling off period?

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

2.20 Fund structure

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



3. About the Responsible Entity

3.1 About Global X Management (AUS) Limited

Global X Management (AUS) Limited ACN 150 433 828 (“**Global X**” or the “**Responsible Entity**”) is a company formed in the Commonwealth of Australia. The Responsible Entity holds an Australian financial service licence (AFSL 466778) and is regulated by ASIC.

The business purpose of Global X is the establishment and management of an investment scheme platform to issue and offer exchange traded fund interests in Australia. These Units are quoted on the ASX.

The Responsible Entity is a subsidiary of Mirae Asset Global ETFs Holding Ltd and Global X Management Company, Inc. Both companies are subsidiaries of Mirae Asset Global Investments Co., Ltd and members of the Mirae Asset Global Investments Group.

As at the date of this PDS, the Responsible Entity operates 42 managed investment schemes, including the Fund and manages over \$9 billion in assets. The Responsible Entity draws on the experience and expertise of its parent companies.

The Responsible Entity is responsible for the overall management of the Fund in accordance with its duties to Holders, and for implementing the investment strategy and managing the administration of the investment structure. The Responsible Entity has the power to delegate investment management and administrative services to other entities, however it retains ultimate responsibility for these functions.

The Responsible Entity has appointed The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch as the Custodian of the Hedged Gold Units, JPMorgan Chase Bank, N.A. London Branch as the Gold Custodian, J.P. Morgan SE as the Hedged Gold Counterparty, R & H Fund Services (Jersey) Limited as the Administrator and Computershare Investor Services Pty Limited as the unit registry (“**Registrar**”). A summary of the services provider arrangements are set out in Section 10.1.

3.2 About Global X Investment Solutions Pty Limited

Global X Investment Solutions Pty Limited (Hedged Gold Vendor) is a company formed in the Commonwealth of Australia and is a wholly owned subsidiary of Global X (AUS) Pty Limited and a related company of the Responsible Entity. The company is a special purpose vehicle administered by the Responsibility Entity and is the issuer of Hedged Gold Units which are acquired by the Fund. Global X Investment Solutions Pty Limited is counterparty to the Hedging Mechanism with the Hedged Gold Counterparty and to the Gold Account Agreements with the Gold Custodian for the purpose of issuing Hedged Gold Units to the Fund and acquiring gold bullion and granting a security interest in the gold bullion to the Responsible Entity.

4. Investment objectives and strategy – of the Fund

4.1 Investment objectives of the Fund

The investment objective of the Fund is to provide investment results which correspond generally to the spot price of gold bullion, hedged with the aim of eliminating currency movements between the US dollar and Australian dollar, before fees and expenses.

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

4.2 Investment strategy

The Fund will attempt to meet its investment objective by purchasing Hedged Gold Units, being interests in a deferred purchase agreement or "DPA" that provide investment results which correspond generally to the spot price of gold bullion, hedged with the aim of eliminating currency movements between the US dollar and Australian dollar. As global gold markets generally trade in USD denominated gold, a hedging mechanism is required to reduce or eliminate the effect of movements in the AUD/USD exchange rate on Australian dollar denominated investments linked to gold. The Hedged Gold Units are expected to provide a more tax efficient investment relative to if the Fund invested directly in gold and a foreign exchange swap.

Each Hedged Gold Unit is a financial contract between the Responsible Entity and the Hedged Gold Vendor, a special purpose entity administered (as at the date of this PDS) by the Responsible Entity. Each Hedged Gold Unit provides the Responsible Entity with a right, upon redemption of a Hedged Gold Unit, to payment of consideration determined by reference to the price of gold of minimum 99.5% purity and otherwise complying with the rules of the London Bullion Market Association or its successors and where the reference amount of gold is adjusted daily based on movements in the AUD/USD exchange rate with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar on the value of the Hedged Gold Unit. The Hedged Gold Units are characterised as "securities" under the Corporations Act.

To support its obligations under the Hedged Gold Units, the Hedged Gold Vendor will hold gold bullion with the Gold Custodian and enter into the Hedging Mechanism with the Hedged Gold Counterparty. As a condition of entering into the Hedging Mechanism, the Hedged Gold Counterparty requires that the

Responsible Entity enter into a guarantee whereby the Responsible Entity guarantees the obligations of the Hedged Gold Vendor under the Hedging Mechanism. The guarantee is limited to the assets of the Fund. The purpose of the Hedging Mechanism is only to provide a mechanism for hedging transactions to occur with respect to the gold portfolio held by the Hedged Gold Counterparty. The Hedging Mechanism itself does not provide any exposure to gold. The Hedged Gold Vendor will initially receive gold bullion in unallocated form (including transactions relating to hedging) however at the end of each trading day the Gold Custodian will convert all holdings of unallocated gold into holdings of allocated gold. The Hedged Gold Vendor provides the Responsible Entity with a charge over its assets (including over all of its holdings of gold) to secure its obligations under the Hedged Gold Units as described further below.

The Gold Custodian holds the gold bullion in allocated form (other than amounts which may be held on a temporary basis in unallocated form) as Good Delivery Bars at its London vault premises. The Gold Custodian holds such bullion in custody for the Hedged Gold Vendor. The Hedging Mechanism allows the Hedged Gold Vendor's holdings of gold bullion to be adjusted daily based on foreign exchange movements with the aim of eliminating the effect of the AUD/USD exchange rate on the value of the gold.

The Hedged Gold Vendor provides the Responsible Entity with a charge over its holdings of allocated and unallocated gold, and the Hedging Mechanism. The charge provides the Responsible Entity with the legal right to take ownership of the gold bullion in the unlikely event the Hedged Gold Vendor defaults on its obligations under the Hedged Gold Units. A charge is entered into under both Australian and English law and applies to all holdings of allocated and unallocated gold bullion held by the Hedged Gold Vendor from time to time.

To assist investors, the Fund's full portfolio holdings will be published on a daily basis at the same time that Authorised Participants and market makers are provided with portfolio composition files. The Responsible Entity will also publish a list of the allocated gold bars in respect of which the Fund holds a security interest.

Cash balances may also be held in the Fund. The Fund may enter into short term overdrafts for cash management purposes only. These overdrafts are

not expected to be of a material size. The Fund does not intend to use any cash borrowings to achieve leverage and the Hedged Gold Units will not provide leveraged exposure to gold.

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

The Responsible Entity may change the investment objective or investment strategy of the Fund, or may change how the Fund's investment objective is achieved or investment strategy is implemented.

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

4.3 Performance

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

An investment in the Fund will involve a degree of financial and investment risk. Investors should carefully consider the risks in Section 5 (Risks), as well as the other information contained in this PDS, before making an investment in the Fund. However, these are not the only risks and investors should speak to their financial, legal and tax advisers to determine if an investment in the Fund is appropriate for their particular circumstances and to understand the risks involved before investing.

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

5. Risks

5.1 Gold bullion price risk

Gold bullion market prices generally may fluctuate widely and may be affected by numerous factors, including but not limited to:

- Global or regional political, economic or financial events and situations, particularly war, terrorism, expropriation and other activities which might lead to disruptions to supply from countries that are major gold bullion producers;
- Global gold bullion supply and demand, which is influenced by such factors as exploration success, mine production and net forward selling activities by metal producers, jewellery demand, investment demand and industrial demand, net of any recycling;
- Financial activities including investment trading hedging or other activities conducted by large trading houses, producers, users, hedge funds, commodities funds, governments or other speculators which could impact global supply or demand; and
- Financial market factors such as investors' expectations with respect to the rates of inflation, movements in world equity, financial and property markets, interest rates and currency exchange rates, particularly the strength of and confidence in the US dollar.

5.2 Market risk

Market risk is the risk that the Net Asset Value of the Fund will fluctuate as a result of changes in the market prices of gold bullion and the precious metals commodity markets as a whole. The return of the Fund may be adversely impacted by the performance of gold bullion, industry-wide events, and overall market risk.

The performance of the Fund will also be affected by a number of market variables that change daily, such as the level of demand and supply of gold bullion, and in turn trading liquidity of the gold bullion market, prevailing and anticipated economic conditions, technological, legal or political conditions and other inter-related factors which affect the performance of precious metals commodity markets.

Additionally, environmental impacts, such as unseasonal weather events may impact the value and demand for such commodities and their

corresponding future contracts, which would also impact the value of the Fund.

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

5.3 Shortage of physical gold bullion

Gold bullion markets have the potential to suffer from market disruption or volatility caused by shortages of physical gold bullion. Gold bullion shortages could potentially occur following a sudden reduction in production or supply. Such events could result in a spike in gold bullion prices. Prices spiking can also result in volatile forward rates and lease rates which could result in the bid-offer spread on a stock exchange or market where Units are traded to widen, reflecting short-term, forward rates in the gold bullion market.

5.4 Currency risk

Although the Fund is Australian domiciled, the Fund's exposure is expected to be predominantly to the price of gold bullion. Gold bullion prices are generally quoted in US dollars such that if there was no hedging in place, the Australian dollar value of the gains or losses achieved by the Fund would be affected by exchange rate movements.

The Responsible Entity intends to hedge the Fund's currency exposure through investing in the Hedged Gold Units (and, indirectly, the Hedging Mechanism via the Hedged Gold Vendor).

The currency hedging approach seeks to eliminate the impact of currency movements on Fund's returns, but it is not guaranteed to eliminate the Fund's exposure to currency movements.

5.5 Derivative risk

While the Fund does not have any direct holdings of derivatives, derivatives in the form of the Hedging Mechanism will be used by the Hedged Gold Vendor for the primary purpose of ensuring it can meet its obligations to the Fund with respect to the hedging component of the Hedged Gold Units. As such, the Fund has an indirect exposure to the Hedging Mechanism. The primary risks associated with the use of such Hedging Mechanism include:

- the possibility that the Hedging Mechanism is difficult to value or that the changes in the value of the Hedging Mechanism do not correspond to the anticipated profit or loss of the currency movements relative to the Fund;
- the potential that the counterparty to the Hedged Gold Vendor for the purpose of the Hedging Mechanism fails to meet its contractual obligations, resulting in the Hedged Gold Vendor being unable to meet its contractual obligations to the Fund in respect of the Hedged Gold Units, resulting in losses to the Fund; and
- the possibility that the counterparty terminates the Hedging Mechanism, resulting in the Hedged Gold Vendor needing to enter into a replacement hedging arrangement to support its obligations under the Hedged Gold Units, causing potential losses to the Fund.

5.6 Tracking risk

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

5.7 Liquidity risk

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

Furthermore, in certain circumstances the ASX may suspend trading of the Units or remove the Units from quotation on the ASX, and the Responsible Entity may suspend Creations or Redemptions of the Fund in certain circumstances, which may or may not coincide

with a trading suspension by the ASX. If during such a suspension those Units continue to trade on the ASX, it is likely that the trading price for Units would differ from the Fund’s Net Asset Value.

5.8 Responsible Entity risk

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

5.9 Gold bullion tracking risk

Whilst the investment objective of the Fund is to provide investment results which correspond generally to the spot gold price and utilise a currency hedging mechanism which is designed to eliminate the gold exposure to currency movements between the US dollar and Australian dollar, the Fund should not be expected to fully track the performance of the spot price of gold hedged into Australian dollars at all times, as its performance will be impacted by, not only the performance of the assets held by the Fund, but also, for example, by the fees and expenses incurred by the Fund including the Management Fee, operating expenses and the costs of buying and selling the assets held by the Fund.

Additionally, if any abnormal expenses or liabilities are incurred by the Fund, the Net Asset Value will be reduced and the Fund’s ability to closely track the performance of the spot price of gold bullion hedged into Australian dollars will be impacted.

5.10 Counterparty credit risk

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

5. Risks

In the case of the Fund, this risk primarily applies to the arrangements between the Fund and the Hedged Gold Vendor and, indirectly, the Gold Custodian and Hedged Gold Counterparty. If the Hedged Gold Vendor (as issuer of the Hedged Gold Units), the Gold Custodian (as custodian for gold bullion) or the Hedged Gold Counterparty (counterparty to the Hedging Mechanism) goes into liquidation or receivership or statutory management or is otherwise unable to meet its debts as they fall due, the Responsible Entity could receive none, or only some, of the amount invested in Hedged Gold Units.

The Fund will acquire Hedged Gold Units from the Hedged Gold Vendor and the Hedged Gold Vendor will hold gold with the Gold Custodian and enter into the Hedging Mechanism with the Hedged Gold Counterparty to support its obligations to the Fund in respect of the Hedged Gold Units. Therefore, a relevant factor for the assessment of counterparty risk relevant to the Units is the financial strength of the Hedged Gold Vendor, the Gold Custodian and the Hedged Gold Counterparty.

The Hedged Gold Vendor is a special purpose vehicle established to issue the Hedged Gold Units. Investors should not seek to rely on the creditworthiness of the Hedged Gold Vendor. However, the structure of the Fund is designed to manage this risk by the Hedged Gold Vendor providing the Fund with a charge over the Hedged Gold Vendor's gold bullion held with the Gold Custodian and the rights of the Hedged Gold Vendor under the Hedging Mechanism. In the unlikely event of a default by the Hedged Gold Vendor under the Hedged Gold Units, the Fund will be entitled to take possession of the gold held by the Hedged Gold Vendor and receive the benefit of the Hedged Gold Vendor's rights under the Hedging Mechanism.

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

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

5.11 Security interest risk

In some circumstances the security interest created under the charge provided by the Hedged Gold Vendor to the Responsible Entity may rank behind the claims of certain creditors of the Hedged Gold Vendor. A security interest in personal property that is perfected by "control" may have priority over a security interest in the same personal property perfected by other means. The security interest provided by the Hedged Gold Vendor will be perfected by registration not control. Investors should be aware that the security interest in the gold may not have priority if any other person obtains a security interest over the gold and perfects such security interest by control. In the event of the Hedged Gold Vendor's insolvency any liquidator appointed may also have a right of indemnity against company assets which may have priority over the interests of secured creditors such as the Fund. Investors should also be aware that in certain circumstances a transferee of personal property such as the gold may buy the asset free of any security interest.

If the security agreements established under English law were enforced in England, then it is highly likely that the fixed charge will be recharacterised by the courts as a floating charge. The terms of the security documents allow the chargor the ability to deal in the underlying gold in accordance with the arrangements set out in the terms for the Hedged Gold Units and therefore the Fund is highly unlikely to demonstrate the degree of control over the charged asset (i.e. the gold) which would be required for the security to be categorised as fixed. Under English law, a fixed charge holder is afforded a number of benefits, in particular, in terms of priority of distributions to creditors in the event of the chargor's insolvency. A fixed charge holder would get paid out of the proceeds of sale of the chargor's assets subject to the fixed charge before all other creditors (including "preferential creditors" such as employees and contributions to occupational pension schemes), whereas, a floating charge holder will only get paid out of asset realisations after the following have been paid: fixed chargeholders, expenses of the insolvent estate and preferential creditors. In addition, once these creditors have all been paid, and before distributing asset realisations to floating chargeholders, a percentage of the floating charge assets must be ring-fenced for payment to unsecured creditors (known as the "prescribed part").

5.12 Tax risk and regulatory change risk

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

We recommend that all investors seek independent advice before investing in the Fund. None of the Responsible Entity's group of companies or related entities provides tax advice to investors and, does not take any responsibility for, the taxation implications in respect of an investment in the Fund.

The operation of the Fund and the offer of the Units and investments therein are subject to various laws and regulations which may change during the term of a Holder's investment. The tax or regulatory treatment of the Hedged Gold Units may change in future which may have an adverse impact on the Fund.

5.13 Change of law risk

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

5.14 Potential conflicts of interest

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

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

These activities could give rise to conflicts of interest which are adverse to the interests of Holders and could have a negative impact on the Net Asset Value of the Units the Fund which could result in a loss to Holders. For example, a market maker in a financial instrument linked to the performance of the spot price of gold bullion may expect to hedge some or all of its position in that financial instrument. Purchase (or

selling) activity of gold bullion in order to hedge the market maker's position in the financial instrument may affect the market price of the gold bullion upon which the Fund is based, which in turn would affect the Net Asset Value of the Units of the Fund.

With respect to any of the activities described above, no company in the Mirae Asset Global Investments Group, the Hedged Gold Vendor, the Gold Custodian, the Authorised Participants or their respective Affiliates has any obligation to the Fund to take the needs of any buyers, sellers or Holders into consideration at any time.

5.15 Compliance with FATCA and general reporting requirements

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

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

Similar reporting requirements may apply to the Responsible Entity, due to the Australian Government's implementation of the Common

5. Risks

Reporting Standard (“CRS”). CRS is a single global standard for the collection, reporting and exchange of financial account information on foreign tax residents. It is broadly based on the U.S. specific FATCA reporting requirement, and may require the Responsible Entity to collect certain information from Holders.

5.16 Limited recourse

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

Should there be insufficient assets in the Fund, the Holder will have no recourse to any other assets or the Responsible Entity (except, in the case of the Responsible Entity, to the extent that the shortfall is due to fraud, wilful default or negligence of the Responsible Entity).

5.17 Compulsory early redemption of Units

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

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

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

5.18 Performance by the Fund and parties to material contracts

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

5.19 Change to investment strategy risk

There is a risk that the Responsible Entity may change the investment objective or investment strategy of the Fund or may change how the Fund’s investment objective is achieved or investment strategy is implemented. For example, the Responsible Entity may, at a future time, choose to exit the Hedged Gold Units and instead invest directly into gold bullion and the Hedging Mechanism (or any other appropriate investment instruments) to achieve currency hedged gold bullion exposure, provided that any such investments satisfy the requirements of the AQUA Rules and its AFSL. Investors will be notified of any such change, including any fee changes, in accordance with the applicable requirements of the Corporations Act.

6. Trading of Units

6.1 Overview

An application for Units (a “**Creation Request**”) or a request to redeem Units (a “**Redemption Request**”) may only be made by an Authorised Participant and may only be made in integer multiples of Creation Units unless the Responsible Entity otherwise agrees.

Creations and Redemptions are offered in exchange for gold bullion through the Hedged Gold Vendor’s Unallocated Account with the Gold Custodian.

In the case of a Creation, the Fund will direct Authorised Participants to deposit gold bullion in the Hedged Gold Vendor’s Unallocated Account in consideration of the Hedged Gold Vendor issuing the Fund with a corresponding amount of Hedged Gold Units.

In the case of a Redemption, the Fund will redeem a corresponding amount of Hedged Gold Units and direct the Hedged Gold Vendor to deposit gold bullion in the Authorised Participant’s Unallocated Account in lieu of the Hedged Gold Vendor paying the proceeds from the Hedged Gold Units to the Fund.

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

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

6.2 Submission of Creation Requests and Redemption Requests

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

Forms

Creation Requests and Redemption Requests must be submitted through the use of paper forms in such form as provided by the Responsible Entity or the Administrator. Completed forms should be submitted by email (details below) to the Responsible Entity at the mailing address below.

Email address: primarymarkets@globalxetfs.com.au

Mailing address: Level 9, 115 Pitt Street, Sydney,
NSW 2000 Australia

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

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

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

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

6.3 Creation Requests

Only Authorised Participants may apply for the creation of Units. Creation Requests may generally be submitted on every Dealing Day (save during any period when the calculation of the Net Asset Value is suspended) at the Net Asset Value per Unit less any Transaction Costs which are payable on the Units to be created in their CHESS account on the relevant Settlement Date, provided that the Authorised Participant has deposited gold bullion at least equal to the aggregate of the Units to be Created pursuant to

6. Trading of Units

the Creation Request into the Unallocated Account by 2pm (London Time) of the preceding Delivery Day

Units will be issued on the basis of the Net Asset Value calculated at the Valuation Time on the relevant Dealing Day. Creation Requests must be received by the Dealing Deadline, any Creation Requests received after that time will be held over until the next Dealing Day, unless accepted for dealing on the relevant Dealing Day at the discretion of the Responsible Entity or its delegates, provided they are received prior to the Valuation Time.

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

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

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

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

The Responsible Entity must accept the Creation Request prior to any delivery instructions being issued to the Gold Custodian via the Hedged Gold Vendor in relation to the gold bullion deposited into the Hedged Gold Vendor's Unallocated Account.

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

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

Failure to deliver gold bullion

In the event that an Authorised Participant fails to deliver to the amount of gold bullion required in relation to a Creation Request to the Hedged Gold Vendor's Unallocated Account, the Responsible Entity or its delegate may reject the Creation Request, or may require the Authorised Participant to pay a fee at least equal to the closing value of such undelivered gold bullion on the ASX Business Day after the relevant ASX Business Day.

6.4 Redemption Requests

Where the Fund is liquid, Units may generally be redeemed by Authorised Participants only on every Dealing Day (save during any period when the calculation of the Net Asset Value is suspended) at the Net Asset Value per Unit less any Transaction Costs and less any entitlement to the Fund's distributable income for the distribution period to the date of redemption of the Unit which is payable on the Units to be redeemed. Other holders may redeem Units with the Responsible Entity directly only if there are no Authorised Participants or as otherwise announced by the Responsible Entity.

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

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

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

In the event that the Responsible Entity has notified Holders that an affected Fund is open for direct redemptions by Holders other than Authorised Participants, then the minimum number of Units referred to above will not apply.

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

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

Redemption Requests must be lodged with the Registrar by 4.30 p.m. on a Dealing Day with the Units deposited by 4:00pm on the Settlement Date will generally enable the Authorised Participant to receive their gold bullion on the Settlement Date during London business hours, Redemption Requests lodged after 4.30 p.m. on a Dealing Day will be treated as having been lodged on the next Dealing Day. Subject to the Corporations Act and the ASX Operating Rules, a Redemption Request for Units may not be revoked without the consent of the Responsible Entity.

The Responsible Entity must accept the Redemption Request prior to any delivery instructions being issued to the Gold Custodian via the Hedged Gold Vendor in relation to the redemption proceeds.

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

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

Suspension of redemptions

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

- (a) it is impracticable for the Responsible Entity to calculate the Net Asset Value;
- (b) the redemption would cause the Responsible Entity to breach a law, regulation or obligation;
- (c) quotation of Units is suspended, halted or revoked or the Responsible Entity's approval as an AQUA Product issuer is suspended or revoked;
- (d) the investments of the Fund suspend, delay or restrict the redemption, issue or payment of redemption proceeds or are unable to provide a withdrawal price;
- (e) assets of the Fund cannot be realised at prices which would be obtained if they were realised in an orderly fashion over a reasonable period in a stable market;
- (f) the Responsible Entity reasonably estimates that it must sell 10% or more (by value) of the assets of the Fund to meet unmet Redemption Requests;
- (g) Holders who continue to hold Units may bear a disproportionate burden of capital gains tax or other expenses or would otherwise be at a disadvantage;
- (h) as allowed by ASIC relief or the Responsible Entity considers that it is in the best interests of the Holders; or
- (i) it is otherwise legally permitted.

6.5 The secondary market for Units

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

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

ASX quotation of the Units will be pursuant to the AQUA Rules. The Fund and its Units will not be listed on the ASX pursuant to the ASX Listing Rules. Accordingly, a great deal of the disclosure, corporate governance and corporate control rules in the ASX

6. Trading of Units

Market Rules for the shares of listed companies do not apply to the Units.

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

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

6.6 Holder redemptions in extraordinary circumstances

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

Suspension of ASX trading

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

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

Illiquid Fund

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

6.7 Holding locks

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

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

6.8 Publication

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

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

6.9 CHESS

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

6.10 Compulsory redemption

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

- (a) the Responsible Entity believes that the Units are held in breach of prohibitions contained in the Trust Deed;
- (b) the Responsible Entity determines that the Fund is uneconomical to operate;
- (c) a Holder made a misrepresentation in acquiring its Units;
- (d) a Holder is a registered holder of Units having an aggregate value of less than the “Minimum Balance” (as that term is defined in the Trust Deed), provided that it does so in accordance with the terms of the Trust Deed, the Corporations Act (including any ASIC Relief) and the AQUA Rules (while the Fund is quoted on the ASX); or
- (e) subject to the Corporations Act and the AQUA Rules, the Responsible Entity considers it to be in the best interests of members or in such other circumstances as the Responsible Entity determines in its absolute discretion.

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

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

6.11 Payment method

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

7. Valuation and Unit pricing

7.1 Net Asset Value

The amount per Unit payable from or to an Authorised Participant upon a Creation or Redemption is calculated by reference to the Net Asset Value of the Fund. The Net Asset Value of the Fund is calculated by totalling the values of each of the assets of the Fund, including any income entitlements, and deducting from such total all liabilities attributable to the Fund.

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

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

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

7.2 Indicative Net Asset Value per Unit

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

7.3 Liabilities of the Fund

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

7.4 Valuation policy

It is expected that the Fund's assets will consist predominantly of Hedged Gold Units acquired from the Hedged Gold Vendor, and cash from time to time.

The Hedged Gold Units will be valued by the Hedged Gold Vendor, acting at arms-length. The valuations will depend on factors including the change in the spot price of gold and the change in the AUD/USD exchange rate.

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

To the extent any of the Fund's assets are denominated in a currency other than AUD, their value shall be calculated in AUD using the prevailing exchange rate at the relevant Valuation Time, as determined by the Responsible Entity.

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

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

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

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

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

8. Fees and other costs

8.1 Consumer advisory warning

DID YOU KNOW?

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

TO FIND OUT MORE

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

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment, or from the assets of the managed investment scheme as a whole.

Taxes are set out in another part of this document.

You should read all the information about fees and costs because it is important to understand their impact on your investment.

8.2 Fees and costs summary

Global X Gold Bullion (Currency Hedged) ETF

Type of fee or cost ^{1,2}	Amount	How and when paid
Ongoing annual fees and costs³		
Management fees and costs The fees and costs for managing your investment.	Estimated to be 0.35% per annum of the Net Asset Value of the Fund and is comprised of: 1. Management Fee – 0.35% p.a. of the NAV of the Fund; 2. Estimated net indirect costs – 0.00% of the NAV of the Fund. 3. Estimated expense recoveries – 0.00% of the NAV of the Fund.	 1. The Management Fee is calculated and accrued daily, and reflected in the daily Net Asset Value per Unit. The amount is deducted from the Fund's assets monthly in arrears after the end of the relevant month. 2. The Fund's indirect costs are rebated to the Fund by the Hedged Gold Vendor. 3. Any expenses normally incurred in operating the Fund are paid as and when they arise by the Responsible Entity out of the Responsible Entity's Management Fee and not from the assets of the Fund. Any extraordinary expenses are deducted from the Fund's assets as and when they arise.
Performance fees Amounts deducted from your investment in relation to the performance of the product.	Nil.	Not applicable.

Type of fee or cost ^{1,2}	Amount	How and when paid
Transaction costs The costs incurred by the scheme when buying or selling assets. ⁴	Estimated to be 0.015% p.a. of the NAV of the Fund	Transaction Costs which are embedded in the assets of the Fund or incurred in an interposed vehicle are reflected as a decrease in the value of the underlying assets as and when incurred. Any other Transaction Costs are paid out of the assets of the Fund as and when incurred. Transaction Costs are shown net of any recovery received by the Fund from the buy/sell spread.
Member activity related fees and costs (fees for services or when your money moves in or out of the scheme)³		
Establishment fee The fee to open your investment.	Nil.	Not applicable.
Contribution fee The fee on each amount contributed to your investment.	If you are not an Authorised Participant – \$0 If you are an Authorised Participant – up to \$500 plus up to 0.5% of the aggregate subscription amount.	This fee is payable only by Authorised Participants The fee will be payable by Authorised Participants at the time of applying for units in the Fund.
Buy-sell spread An amount deducted from your investment representing costs incurred in transactions by the scheme. ⁵	Estimated to be 0.08% of the application amount on application and 0.08% of the withdrawal amount on withdrawal.	Buy/sell spreads may apply to the Fund. The buy/sell spread is reflected in the application price and redemption price respectively for Units in the Fund and is not separately charged to the investor.
Withdrawal fee The fee on each amount you take out of your investment. ⁶	If you are not an Authorised Participant – \$0 If you are an Authorised Participant – up to \$500 plus up to 0.5% of the aggregate redemption amount.	This fee is payable only by Authorised Participants. The fee will be deducted from the redemption amount at the time of Redemption for the Fund.
Exit fee The fee to close your investment.	Nil.	Not applicable.
Switching fee The fee for changing investment options.	Nil.	Not applicable.

1 See Section 8.4 (Additional Explanation of Fees and Costs) for further details on fees and costs that may be payable. Unless otherwise stated, the fees and costs shown are inclusive of GST and net of any applicable input tax credits and reduced input tax credits, and are shown without any other adjustment in relation to any tax deduction available to the Responsible Entity.

2 Each fee set out in this table may in some cases be negotiated if you are a wholesale client pursuant to the Corporations Act. For further information refer to “Differential fees” in Section 8.4 (Additional Explanation of Fees and Costs) below.

3 All estimates of fees and costs in this section are based on information available as at the date of this PDS. All fees reflect the Responsible Entity's reasonable estimates of the typical fees for the Fund for the current financial year. As the Fund is newly established, the costs reflect the Responsible Entity's reasonable estimates at the date of this PDS of those costs that will apply for the Fund for the current financial year (adjusted to reflect a 12 month period). Please refer to Section 8.4 (Additional Explanation of Fees and Costs) for more information on fees and costs that may be payable.

4 The Transaction Costs disclosed in this section are shown net of any recovery received by the Fund from the buy/sell spread charged to transacting unitholders in the Fund. Please refer to section 8.4 (Additional Explanation of Fees and Costs) for further details.

5 In estimating the buy/sell spread for the Fund, the Responsible Entity has assumed that the applications or withdrawals are made during normal market conditions, as in times of stressed or dislocated market conditions (which are not possible for the Responsible Entity to predict) the buy/sell spread may increase significantly and it is not possible to reasonably estimate the buy/sell spread that may be applied in such situations. The Responsible Entity may vary the buy/sell spreads for the Fund from time to time, including increasing these costs without notice when it is necessary to protect the interests of existing investors and if permitted by law. The updated information will be disclosed on our website. Please refer to Section 8.4 (Additional Explanation of Fees and Costs) for further details. These costs do NOT apply to investors buying or selling ETF units on the ASX. Investors buying or selling ETF units on the ASX may, however, be charged a buy/sell spread by their broker or adviser.

6 Other than in exceptional circumstances, investors other than Authorised Participants cannot redeem units of the Fund with the Responsible Entity, but may seek to sell ETF units on the ASX through their broker or adviser.

8. Fees and other costs

8.3 Examples of annual fees and costs for the Fund

This table gives an example of how the ongoing annual fees and costs for the Fund can affect your investment over a one-year period. You should use this table to compare the product with other products offered by managed investment schemes.

EXAMPLE – Global X Gold Bullion (Currency Hedged) ETF*		Balance of \$50,000 with a contribution of \$5,000¹ during year
Contribution fee	\$500 plus up to 0.5% of the aggregate subscription amount if you are an Authorised Participant; or \$0 if you are not an Authorised Participant	For every additional \$5,000 you put in, you will be charged: <ul style="list-style-type: none"> • \$525 if you are an Authorised Participant; or • \$0 if you are not an Authorised Participant.
PLUS Management fees and costs^{3,4}	0.35% of the Net Asset Value of a Gold Interest.	AND , for every \$50,000 you have in the Fund, you be charged or have deducted from your investment \$175 per year.
PLUS Performance fees	Nil	And , you will be charged or have deducted from your investment \$0 in performance fees each year.
PLUS Transaction costs^{3,5}	0.015% per annum of the NAV of the Fund	And, you will be charged or have deducted from your investment \$7.50 in transaction costs.
EQUALS Cost of the Fund		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees and costs of: \$182.50 (if you are not an Authorised Participant); or \$707.50 (if you are an Authorised Participant) ^{2,3} What it costs you will depend on the investment option you choose and the fees you negotiate.

* An Authorised Participant who redeems units directly will also be charged a withdrawal fee of up to \$500 (in Australian dollars) based on a balance of \$50,000. Please refer to Section 8.4 (Additional Explanation of Fees and Costs) for further details.

- The additional management fees and costs will be on a pro-rata basis and will vary depending on when you have made the additional investment during the year. These examples are prescribed by the Corporations Act, and each is based on an assumption that the \$5,000 investment in the Fund occurs on the last business day of the year (and therefore, the management fees and costs are calculated using an investment balance of \$50,000 only). These examples also assume that the value of your investment in the Fund remains the same during the year. Please note that this is just an example. In practice, actual investment balances will vary daily and actual fees and costs charged are based on the value of the Fund, which also fluctuates daily.
- Additional fees may apply. A minimum of one Creation Unit size applies for transactions by Authorised Participants in the Fund (unless the Responsible Entity otherwise agrees) and a buy/sell spread may also apply to investments into and withdrawals from the Fund, which is not taken into account in this example. Please refer to Section 8.4 (Additional Explanation of Fees and Costs) for further details. These do NOT apply to investors buying or selling ETF units in the Fund on the ASX.
- All estimates of fees and costs in this section are based on information available as at the date of this PDS. All fees reflect the Responsible Entity's reasonable estimates of the typical fees for the Fund for the current financial year. As the Fund is newly established, the costs reflect the Responsible Entity's reasonable estimates at the date of this PDS of those costs that will apply for the Fund for the current financial year (adjusted to reflect a 12 month period). Please refer to Section 8.4 (Additional Explanation of Fees and Costs) for further details.
- The amount of the management fee may be negotiated if you are a wholesale client pursuant to the Corporations Act. For further information refer to "Differential fees" in Section 8.4 (Additional Explanation of Fees and Costs) below.
- The Transaction Costs disclosed in this section are shown net of any recovery received by the Fund from the buy/sell spread charged to transacting unitholders in the Fund. Please refer to section 8.4 (Additional Explanation of Fees and Costs) for further details.

8.4 Additional explanation of fees and costs

Management fees and costs

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

The management fees and costs do not include any extraordinary expenses or Transaction Costs (including for example brokerage, settlement costs, clearing costs, stamp duty or any other costs that an investor would ordinarily incur when investing directly in the Fund's underlying assets).

Management Fee

The Management Fee is charged by the Responsible Entity for overseeing the Fund's operations, providing access to the Fund, and managing its investment strategy. The Management Fee is calculated and accrues daily in the Net Asset Value of the Fund and is payable to the Responsible Entity in arrears after the end of the relevant month out of the assets of the Fund. The Management Fee includes Goods and Services Tax (GST) after taking into account any expected input tax credits.

Recoverable expenses

Normal operating expenses

The recoverable expenses represent the operating expenses incurred in the day to day operation of the Fund and include for example custodian fees (excluding transaction based fees), accounting and audit fees, fund administration expenses. The Fund's Constitution allows all properly incurred expenses to be recovered from the assets of the Fund and does not place any limit on the amount or types of expense that can be recovered.

As at the date of this PDS, any ordinary expenses that the Responsible Entity may recover from the Fund are paid out of the Management Fee and not from the assets of the Fund. Where the Management Fee is less than the normal operating costs, the Responsible Entity will meet these expenses out of its own resources and will not seek to recover these costs from the Fund.

Abnormal or extraordinary expenses

Extraordinary or abnormal expenses are expenses that are not normally incurred in the day to day

operation of the Fund and are not necessarily incurred in any given year. They may include:

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

As the Fund is newly established, the estimated recoverable expenses set out in the fees and costs summary above for the Fund include abnormal or extraordinary expenses of 0.00% per annum of the Net Asset Value of the Fund, which reflects the Responsible Entity's reasonable estimates as at the date of this PDS of those costs that will apply for the current financial year (adjusted to reflect a 12 month period) for the Fund.

Indirect Costs

Indirect costs are any amounts that we know or reasonably ought to know, or where this is not the case, reasonably estimate has or will reduce, whether directly or indirectly, the return of the Fund or the amount or value of the income of, or assets attributable to the Fund or an interposed vehicle in which the Fund invests (other than the management fee, recoverable expenses, and transactional and operational costs).

In particular indirect costs include the management fees and costs of interposed vehicles (for example, the management fee of an underlying investment trust or exchange traded fund) and certain costs of over-the-counter derivatives. The indirect costs of the Fund are expected to comprise the costs of the Hedging Mechanism (which are in turn reflected in the value of the Hedged Gold Units). The Hedged Gold Vendor does not charge any other costs to the Fund in respect of the Hedged Gold Units. The Responsible Entity has entered into an agreement with the Hedged Gold Vendor whereby the Hedged Gold Vendor will rebate any indirect costs present in the Fund's investment structure back to the Fund. As such, the Fund's net indirect costs are nil. As the Fund is newly established, the indirect costs component set

8. Fees and other costs

out in the fees and costs summary above for the Fund reflects the Responsible Entity's reasonable estimate as at the date of this PDS of those costs that will apply for the Fund for the current financial year (adjusted to reflect a 12 month period).

Transaction Costs

In addition to the management fees and costs, there may be Transaction Costs incurred in managing the assets of the Fund such as brokerage, clearing costs, settlement costs, stamp duties, custody transaction costs and commissions. Transaction Costs also include costs incurred by an interposed vehicle that would be transaction costs if they have been incurred by the Fund.

The Fund incurs Transaction Costs which are embedded in the Hedged Gold Units as well as indirect Transaction Costs in connection with the Hedging Mechanism.

The estimated Transaction Costs figure set out in the fees and costs summary above for the Fund reflects the Responsible Entity's reasonable estimate at the date of this PDS of those Transaction Costs (net of the buy-sell spread) that will apply for the Fund for the current financial year (adjusted to reflect a 12 month period). The following table indicates the Responsible Entity's estimates of the total gross and net estimated Transaction Costs of the Fund as at the date of this PDS, that will apply for the current financial year (adjusted to reflect a 12 month period):

	Estimated gross transaction costs – % p.a. of the NAV of the Fund	Estimated net transaction costs – % p.a. of the NAV of the Fund
Global X Gold Bullion (Currency Hedged) ETF*	0.095% of the NAV of the Fund	0.015% of the NAV of the Fund

* The actual Transaction Costs may differ in the future. This means that estimated and/or historical costs may not be an accurate indicator of the transaction costs an investor may pay in the future.

Buy-Sell Spread for Authorised Participants

The Responsible Entity may include a buy spread component in the application price and a sell spread component in the withdrawal price. The buy-sell spread for the Fund is the Responsible Entity's reasonable estimate of the transaction costs that

the Fund may incur to buy and sell assets when investing applications and funding redemptions and is not separately charged to the investor. The buy-sell spread is applied to meet the expenses of applications and redemptions from the Fund and is not a fee received by the Responsible Entity.

The purpose of the buy-sell spread is to protect investors from the costs generated by the transaction activity of other investors. Investors who invest into the Fund will pay the purchase price calculated by adding the buy spread to the Fund's NAV per Unit. Investors who withdraw from the Fund will receive the redemption price calculated by deducting the sell spread from the Fund's NAV per Unit.

Currently, the Fund charges up to 0.08% of the amount you invest (buy spread) and up to 0.08% of the amount you redeem (sell spread) (for example, if you invested \$50,000, the cost of your buy spread would be \$40). These amounts may change if, for example, transaction costs change. The Fund's buy-sell spread only applies to applications and redemptions made directly with the Fund and does not apply to transactions on the ASX (however a separate buy-sell spread may be present in the bid and offer prices quoted by the market maker on the ASX).

The Responsible Entity will provide details of the buy-sell spread to investors electronically on its website at www.globalxetfs.com.au. The Responsible Entity may vary the buy-sell spreads from time to time including increasing these without notice when it is necessary to protect the interests of existing investors and if permitted by law. The updated information will be provided to investors electronically on the Responsible Entity's website at www.globalxetfs.com.au.

Creation Fees and Redemption Fees for Authorised Participants

Separate Creation Fees and Redemption Fees will be charged to Authorised Participants in respect of all Creation Requests and Redemption Requests made to the Fund (subject to the discretion of the Responsible Entity to waive such fees in whole or in part). Subject to "Withdrawal fees for other investors" below, no Creation Fees or Redemption Fees are payable by investors who buy and sell Units on the ASX, however, brokerage charges may apply.

The applicable Creation Fees and Redemption Fees are set out in the table in Section 8.2 above and are paid to the Responsible Entity out of the subscription

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

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

Out of these fees, the Responsible Entity pays directly, or reimburses the Fund for, the estimated Transaction Costs associated with the Creation Request or Redemption Request. These fees payable by Authorised Participants seek to:

- ensure that other Holders in the Fund are not adversely affected by Transaction Costs in respect of the creation or redemption of new Units; and
- take into account market movements and movement of foreign exchange rates during the Creation or Redemption process and ensure that the amount paid/ received reflects the true value of the Units.

Failure to Deliver Costs

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

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

Withdrawal fees for other investors

Investors in the Fund may have a right to redeem its Units in the Fund, where for example the Units in the Fund are suspended from trading on the ASX for more than 5 consecutive trading days, unless the Fund is being wound up, the Fund is not liquid, or the Responsible Entity suspends withdrawals in accordance with the Fund's constitution. Where an investor has a right to redeem Units in the Fund, investors may be charged a withdrawal fee. The withdrawal fee per unit will not be greater than the withdrawal fee per unit that would be payable by an Authorised Participant receiving redemption proceeds in cash whilst Units in the Fund are quoted when withdrawing the minimum parcel.

Brokerage and commissions

Investors who buy and sell Units through financial intermediaries or the on the ASX may incur transaction, brokerage, administrative or other direct fees. Investors should contact their financial intermediaries or stockbroker for further details of these fees and charges. Additional fees may be paid to a financial adviser if you have consulted a financial adviser.

Changes in fees and expenses

The fees and expenses associated with an investment in Units of the Fund may be changed without investor consent, except if required by the Corporations Act. Any increase in any fees will only be made following the expiry of 30 days' notice given to Holders by way of an announcement on the ASX Market Announcements Platform.

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

Any estimates of fees and costs in this PDS are based on information available as at the date of this PDS. As such, the actual fees and costs may differ and are subject to change from time to time.

8. Fees and other costs

Government taxes and duties

Government taxes and duties may be applied as appropriate. In addition to the fees and costs described in this section, standard government fees, duties and bank charges may also apply such as stamp duties. Some of these charges may include additional GST and will apply to your investments and withdrawals as appropriate. Please refer to Section 11 (Taxation Considerations) of this PDS.

Differential Fees

The Responsible Entity may, from time to time, enter into arrangements to provide rebates to certain wholesale investors who invest sizeable amounts in the Fund. The payment and terms of rebates are negotiated with wholesale clients but are ultimately at the discretion of the Responsible Entity, subject to the Corporations Act and any relevant ASIC policies.

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

Maximum Fees

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

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

These maximum fees would apply if the Responsible Entity chooses to increase the fees disclosed in this PDS to the maximums specified. Any such change would require prior 30 days notice to investors. Any waiver of any fee could be for the entire amount of the fee. Any such waiver would not apply if the investor is not eligible for, or has not negotiated and agreed such waiver with the Responsible Entity as outlined in Section 10.13 (ASIC relief).

Despite these maximum fees, the fees payable by investors in relation to their investment are as otherwise disclosed in this Section 8, subject to agreement by the Responsible Entity to any fee waiver with any wholesale client, as outlined above under “Differential Fees”.

9. Distributions

9.1 Distributions of income

The Fund's primarily underlying assets, being the Hedged Gold Units, are not incoming producing assets, as such, the Fund is unlikely to receive a significant level of distributable income.

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

The frequency and timing of distributions for the Fund are set out in the Fund Supplement. The amount of each distribution will vary depending on the income generated by the assets of the Fund and there may be periods when the Fund does not pay a distribution. There is no guarantee that the Fund will receive any income or make any distribution to Holders. Distributions are expected to be paid to Holders within 30 days of the end of the distribution period.

Holders in the Fund will have their distributions paid directly into a nominated bank account in cash (via electronic funds transfer).

9.2 Annual tax statement

At the end of each financial year the Responsible Entity will issue an 'AMIT Member Annual Statement' (sometimes called an AMMA Statement) to each Holder of the Fund entitled to distributable income during a financial year. The tax statement will detail the amount and composition of the taxable income of the Fund which has been attributed to the Holder for inclusion in the Holder's income tax return as well as any adjustments required to be made to the Holder's cost base. This will be provided to the Holder no later than 3 months after the end of the financial year.

9.3 Fund payment notice / AMIT DIR payment notice

The Fund is expected to be an AMIT for Australian tax purposes. In accordance to Subdivisions 12A-A and 12-H (as modified by 12A-B) of Schedule 1 of the *Tax Administration Act 1953* (Cth) every time the Fund distributes a 'fund payment' and / or an 'AMIT DIR payment', the Responsible Entity must provide to the Holder notice which will assist for determining non-resident withholding tax. The information provided under these notice requirements will generally specify the part of the payment from which an amount would have been required to have been withheld; and the income year of the Fund to which that payment relates.

The 'fund payment' and 'AMIT DIR payment' portion of the total payment received by a particular Holder can be calculated by multiplying the Cents Per Unit ("CPU") amount for each component by the number of units held by that Holder at the time its entitlement to the distribution was determined.

9.4 Annual payment summary

In accordance with Subdivision 16-C of Schedule 1 of the *Tax Administration Act 1953* (Cth) the Responsible Entity will provide to the Holder an annual payment summary of amounts withheld in relation to fund payments and AMIT DIR payments. This will be provided to the Holder no later than 14 days after the income year for AMIT DIR payments, and no later than 14 days after 6 months after the income year for fund payments.

10. Additional information

10.1 Service providers to the Funds

(a) The Administrator

R & H Fund Services (Jesey) Limited (**R & H**) is the Administrator of the Fund and will perform certain administrative, accounting, and other services to the Fund, subject to the overall supervision of the Responsible Entity.

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

(b) The Registrar

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

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

(c) The Custodians

The Gold Custodian

JPMorgan Chase Bank, N.A. London Branch has been appointed as the Gold Custodian of the gold bullion for the Hedged Gold Vendor under the Allocated Account Agreement and Unallocated Account Agreement (collectively the "**Gold Account Agreements**"). The Gold Custodian provides custodial services in the form of an allocated and unallocated gold account to the Hedged Gold Vendor, including holding the allocated gold bullion in its London vault.

Custodian of the Hedged Gold Units

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch has been appointed as the Custodian of the Hedged Gold Units held directly

by the Fund under the Custodian Agreement.

The Custodian provides custodial services to the Responsible Entity, including the holding of the assets held directly by the Fund. The Custodian is not responsible for the holding of any assets in respect of which the Fund may have an indirect interest, such as any gold owned by the Hedged Gold Vendor.

(d) The Hedged Gold Counterparty

J.P. Morgan SE has been appointed as the counterparty to the Metal Foreign Exchange Derivative Contract (the "**Hedging Mechanism**") with the Hedged Gold Vendor.

(e) The Hedged Gold Vendor

Global X Investment Solutions Pty Limited will be the counterparty for Hedged Gold Units acquired by the Fund (the **Hedged Gold Vendor**). The Hedged Gold Vendor is a special purpose entity administered (as at the date of this PDS) by the Responsible Entity.

(f) The Authorised Participants

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

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

The Authorised Participant Agreement sets out certain requirements which must be met by the Authorised Participant. These include participation in CHESS, compliance with certain selling restrictions in respect of the Units, maintenance of all applicable registrations and qualifications required to meet its obligations under the Authorised Participant Agreement and compliance with the Corporations Act, Operating Rules, and other applicable laws.

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

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

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

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

(g) Market Maker

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

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

The Responsible Entity intends to appoint market makers that:

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

To qualify for admission as an ASX participant, a firm must meet admission requirements set out in the ASX Operating Rules, which require the firm to hold an Australian financial services licence that authorises it to carry on its business as a market participant to satisfy ASX of various matters, including organisational competence and business integrity.

The market maker(s) selected by the Responsible Entity from time to time will be listed on its website at www.globalxetfs.com.au.

The market making specifications to which the Responsible Entity is subject to may limit or exclude any liability on the part of the market maker.

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

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

10. Additional information

(h) Other Service Providers

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

10.2 Summary of material documents

(a) Trust Deed of the Fund

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

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

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

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

The Responsible Entity may convene meetings of Holders at any time (e.g., to approve certain amendments to the Trust Deed or to wind up the Fund). Holders also have limited rights to call meetings and have the right to vote at any Holder meetings. Except where the Trust Deed provides otherwise, or the Corporations Act requires otherwise, a resolution of Holders must be passed by Holders who hold Units exceeding 50% of the value of the total value of all Units held by Holders who vote on the resolution. A resolution passed at a meeting of

Holders held in accordance with the Trust Deed binds all Holders of the Fund.

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

The Responsible Entity may retire or be required to retire (if investors representing at least 50% of the total votes that may be cast vote for its removal). No Units in the Fund may be issued after the 80th anniversary of the date of the Trust Deed. The Responsible Entity may exercise its right to terminate the Fund earlier. Following the winding up of the Fund, the net proceeds will be distributed to Holders in the Fund.

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

The Responsible Entity may in its absolute discretion, upon a minimum of 60 days' notice to a Holder,

redeem all or a portion of Units of the Fund held by such Holder in its absolute discretion if:

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

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

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

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

(b) Deferred Purchase Agreement (Deferred Gold Purchase Deed)

The Deferred Purchase Agreement (DPA) is the mechanism through which the Fund obtains exposure to the price of gold hedged into Australian dollars. Under the DPA the Fund acquires Hedged Gold Units. Each Hedged Gold Unit is a financial contract between the Responsible Entity and Global X Investment Solutions Pty Limited (the "**Hedged Gold Vendor**"), a special purpose entity administered (as at the date of this PDS) by the Responsible Entity. Each Hedged Gold Unit provides the Responsible Entity with a right, upon redemption of a Hedged Gold Unit, to payment of consideration determined by reference to the price of gold of minimum 99.5% purity and otherwise complying with the rules of the London Bullion Market Association or its successors and where the reference amount of gold is adjusted daily based on movements in the AUD/USD exchange rate with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar on the value of the Hedged Gold Unit.

A deferred purchase agreement is a financial instrument offered in the Australian market which is structured as an agreement whereby the purchaser (in this case the Fund) agrees to purchase certain delivery assets from the issuer of the deferred purchase agreement (in this case the Hedged Gold Vendor) on a deferred basis, where the amount of delivery assets which are deliverable at the maturity of the deferred purchase agreement is equal in value to the value of a separate reference asset (such as an index, stock, or commodity). The delivery asset under a deferred purchase agreement is generally ordinary shares in a large listed company, as this provides liquidity and certainty with respect to the regulatory and tax treatment of the deferred purchase agreement. It is important to note that it is the performance of the reference asset during the term of the deferred purchase agreement which determines the value of the deferred purchase agreement, and not the delivery asset. The primary benefits associated with the deferred purchase agreement structure are the ability to provide complex exposures via a single instrument with efficient tax outcomes.

In the case of the DPA acquired by the Fund, the reference asset is the price of physical gold bullion hedged into Australian dollars and the delivery asset is ordinary shares in Telstra Group Limited. The terms of the DPA permit the Fund to appoint the Hedged

10. Additional information

Gold Vendor as agent to dispose of the delivery assets at maturity for another asset of equivalent value, such as cash or gold ("Agency Sale"). The Fund expects to settle all redemptions of Hedged Gold Units via Agency Sale and will therefore not be exposed to any market risk with respect to the delivery assets. The delivery assets may be thought of as merely being a store of value or form of currency used for payment of the maturity proceeds and at no point in time do price movements in the delivery asset impact the performance or value of the DPA i.e. the fact that the delivery assets under the DPA are shares in Telstra Group Limited will not have any impact on the value of the Fund. The DPA will derive its value wholly from the price of physical gold bullion hedged into Australian dollars.

The terms of the DPA also require that the Hedged Gold Vendor secures its obligations under the DPA by acquiring physical gold bullion which is equal in value to the value of the Hedged Gold Units which are on issue from time to time and providing the Fund with a security interest in such gold bullion. This means that although the DPA is merely a financial contract between the Fund and the Hedged Gold Vendor, the obligations of the Hedged Gold Vendor under the DPA will be fully collateralised by holdings of physical gold equal in value to the value of the Hedged Gold Units on issue from time to time. In the event of a default under the DPA, the Fund may exercise its rights under the security interest and take possession of such physical gold.

The DPA may be terminated by agreement between the Hedged Gold Vendor and the Responsible Entity or unilaterally by either party if the Hedging Mechanism is terminated or it is unlawful to maintain the DPA. In any event, termination of the DPA cannot take effect until all Hedged Gold Units on issue are redeemed and the proceeds paid to the Fund.

(c) Hedging Mechanism

The Hedging Mechanism is governed by an ISDA Master Agreement between the Hedged Gold Vendor and J.P. Morgan SE (the "**Hedged Gold Counterparty**"). Under the Hedging Mechanism the Hedged Gold Vendor and the Hedged Gold Counterparty agree to enter into hedging transactions intended to eliminate the impact of changes in the AUD/USD exchange rate on the value of the Hedged Gold Vendor's gold portfolio. The hedging transactions occur as transactions in unallocated gold, however, at the end of each trading day the

balance of unallocated gold held by the Hedged Gold Vendor is converted into holdings of allocated gold i.e. converted into physical gold bullion which is held in the London vault of the Gold Custodian. This may result in an increase or decrease in the amount of gold held by the Hedged Gold Vendor, depending on the direction in which the AUD/USD exchange rate has moved.

The Hedging Mechanism is designed to adjust the amount of gold in the Hedged Gold Vendor's gold portfolio in a way which eliminates the effect of the AUD/USD exchange rate on the value of the portfolio, to ensure the value of the portfolio 100% tracks the value of the Hedged Gold Units on issue from time to time. As such, the purpose of the Hedging Mechanism is to help ensure the Hedged Gold Vendor has sufficient assets to meet its obligations under the DPA.

Under the ISDA Master Agreement between the Hedged Gold Vendor and the Hedged Gold Counterparty ("**ISDA**") which governs the hedges that establish the Hedging Mechanism, if there is an event of default or potential event of default in respect of a party, then the obligations of the other party under the ISDA can be suspended until the event of default or potential event of default ceases to exist unless, where the Hedged Gold Vendor is the party subject to the event of default or potential event of default, the Hedged Gold Vendor or the Responsible Entity (as guarantor) has satisfied all the payment or delivery obligations of the Hedged Gold Vendor when due or within any applicable grace period and the Hedged Gold Counterparty has not exercised its right to terminate for such event on or before the date that is 30 days after the date of occurrence of such an event (the "**Condition End Date**"). Any obligation that would have been payable or deliverable by the Hedged Gold Counterparty will then become payable or deliverable after the Condition End Date.

The obligations of the Hedged Gold Counterparty under the ISDA can also be suspended if specified additional termination events (described further below) in respect of the Hedged Gold Vendor occur and are continuing.

Any suspension of the obligations of the Hedged Gold Counterparty may (other than in the circumstances described above with respect to an event of default or potential event of default) be for an indefinite period of time and could materially adversely affect the ability of the Hedged Gold Vendor to meet its obligations under the DPA.

Under the ISDA, if there is an event of default in respect of the Hedged Gold Vendor or the Hedged Gold Counterparty or if certain specified termination events occur, the hedge transactions governed by the ISDA can be terminated. The events of default that apply to both parties include failure to pay or deliver, breach of agreement, repudiation of agreement, misrepresentation, default under derivatives transactions between the parties and/or between them and/or the Responsible Entity (as guarantor) and/or any affiliate of the Hedged Gold Counterparty, cross-default, bankruptcy and merger without assumption. In the case of the Hedged Gold Vendor a number of these events of default will also apply to the Responsible Entity (as guarantor) (including cross default and bankruptcy) and there is an additional event of default in respect of any credit support default related to the Responsible Entity (as guarantor) or the guarantee.

The termination events that apply to both the Hedged Gold Vendor and the Hedged Gold Counterparty include illegality, force majeure, tax event and tax event upon merger.

Specific additional termination events apply to the Hedged Gold Vendor only. These events are related to failure to comply in any material respect with its investment policies, changes to its investment policies without consent, decline in the Net Asset Value of the Fund below specified levels, or if the assets of the Hedged Gold Vendor constitute “plan assets” under the Employee Retirement Income Security Act of 1974 (USA). In addition, the hedges under the Hedging Mechanism may be terminated by the Hedged Gold Counterparty if: (a) specified extraordinary events occur, which includes events related to a change in law, currency convertibility, FX succession, FX price source disruption or FX price inaccuracy, FX disruption (including a currency deliverability event, currency discontinuity or a liquidity event), metal price source disruption or metal price inaccuracy or (b) a VAT related event occurs or (c) an Australian GST event occurs.

No party is under an obligation to terminate the hedges under the Hedging Mechanism if an event of default or termination event occurs.

The Hedged Gold Vendor and the Hedged Gold Counterparty also have an option to terminate the hedges under the Hedging Mechanism upon a minimum of 60 days' notice by delivering a notice

to the other party stating that it is making such an election.

If the ISDA is terminated then one single termination amount (called the Close-out Amount, which together with any unpaid amounts due by the parties forms the early termination amount) will be calculated as due from one party to the other under the ISDA in respect of the hedges under the Hedging Mechanism that are terminated. However if the hedges under the Hedging Mechanism are terminated due to a termination event that is:

- (a) an extraordinary event (broadly, this includes a change of law affecting the operation of the Hedging Mechanism, significant disruptions in AUD/USD currency markets or gold markets);
- (b) a VAT event (value-added tax ("VAT") becomes applicable to the Hedging Mechanism); or
- (c) an Australian GST event (GST becomes applicable to the Hedging Mechanism),

no early termination amount shall be payable but this does not affect the delivery obligations of the Hedged Gold Vendor or the Hedged Gold Counterparty regarding the “Daily Metal Transfer Amount” in respect of the final calculation date.

The liabilities of the Hedged Gold Counterparty may be subject to the exercise of write-down or conversion powers existing from time to time under German laws by the relevant resolution authority, and the rights of the Hedged Gold Vendor under the ISDA and the hedges under it may be subject to stay-and-transfer powers applicable to contracts with the Hedged Gold Counterparty under relevant laws.

If the ISDA is terminated, and no suitable replacement hedging arrangements can be entered into, it is likely that the Hedged Gold Vendor would compulsorily redeem all outstanding Hedged Gold Units and the Responsible Entity would seek to wind up the Fund, as the Hedged Gold Vendor and Responsible Entity would no longer be able to hedge the AUD/USD exposure of the Fund.

(d) Security Agreements

The Responsible Entity and the Hedged Gold Vendor have entered into the following security agreements for the purpose of providing the Fund with security interests in the gold held by the Hedged Gold Vendor and the Hedged Gold Vendor's rights under the Hedging Mechanism:

10. Additional information

- (i) Specific Security Deed (relating to the Australian security interest in the gold and Hedging Mechanism);
- (ii) Security Deed (relating to the English security interest in the gold); and
- (iii) Deed of Assignment (relating to the English security interest in the Hedging Mechanism).

Entry into the security agreements is a requirement under the terms of the DPA. The purpose of the security agreements is to provide the Fund with a legal right to take possession of the gold bullion held by the Hedged Gold Vendor and receive the benefit of any rights the Hedged Gold Vendor has under the Hedging Mechanism in the unlikely event the Hedged Gold Vendor defaults on its obligations to the Fund under the DPA. The security interests are provided under both Australian and English law (as the gold bullion is held in a London vault pursuant to custody agreements which are governed under English law and the Hedging Mechanism is also entered into under English law).

The security agreements can generally only be terminated / released where there is no longer any Hedged Gold Units on issue i.e. where the Hedged Gold Vendor has no further liability to the Fund.

There are no fees payable by the Fund under the security agreements.

(e) The Gold Account Agreements

The Allocated Account and the Unallocated Account have been established pursuant to the terms of the Gold Account Agreements. The Gold Account Agreements provide for the Gold Custodian to hold gold as custodian for the Hedged Gold Vendor.

Each of the Gold Custodian, Hedged Gold Vendor and the Responsible Entity are entitled to terminate the Gold Account Agreements upon 10 London Business Days' written notice (or, in certain circumstances, such as the insolvency of another party, immediately upon written notice). Under the terms of the Gold Account Agreements the Gold Custodian is entitled to a fee for its services. This fee is payable by the Responsible Entity out of the Management Fee which it receives from the Fund.

Upon entry into any new custody agreements, the Responsible Entity will publish details of the new arrangements on its website at www.globalxetfs.com.au.

(f) Guarantee

As a condition of entering into the Hedging Mechanism, the Hedged Gold Counterparty requires that the Responsible Entity enter into a guarantee whereby the Responsible Entity guarantees the obligations of the Hedged Gold Vendor under the Hedging Mechanism. The guarantee is limited to the assets of the Fund.

(g) The Custodian Agreement

The Custodian Agreement between The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch and the Responsible Entity provides that the Hedged Gold Units of the Fund will generally be held by the Custodian on trust for the Responsible Entity. The Custodian Agreement sets out the remainder of the terms and conditions upon which the assets of the Fund will be held. The Custodian Agreement complies with the regulatory requirements imposed in relation to custody of assets.

The Custodian Agreement has been entered into for an initial fixed term of 5 years. The Custodian is entitled to terminate the Custodian Agreement at any time upon 90 days' notice. The Custodian Agreement may be terminated by either party at any time, with immediate effect, in the event of material breach by the other party, which is not remedied within 30 days of notice being provided, or upon insolvency of a party. Under the terms of the Custodian Agreement, the Custodian is entitled to charge fees for its services. Any such fees are payable by the Responsible Entity out of the Management Fee that it receives from the Fund.

(h) The Registrar Agreement

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

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

(i) The Administrator Agreement

The Administration Agreement is between the Responsible Entity and the Administrator. It sets out terms on which the Administrator undertakes to provide or procure services to the Holders and to the Responsible Entity in connection with the Fund. Each of the Administrator and the Responsible entity are entitled to terminate the Administration Agreement on 3 months' written notice or, in certain circumstances immediately upon written notice. Under the terms of the Administration Agreement the Administrator is entitled to charge a fee for its services. Any such fee is payable by the Responsible Entity out of the Management Fee which it receives from the Fund.

10.3 Compliance committee and Compliance Plan

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

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

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

- the appointment and monitoring of counterparties;
- Fund investments and property arrangements;
- asset valuation and Net Asset Value;
- Fund records and financial reporting;

- related party transactions;
- complaints handling; and
- AFS licensing.

10.4 Amendment or withdrawal of the PDS

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

10.5 Other service providers

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

10.6 Privacy and confidentiality

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

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

For example information may be used to:

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

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

10. Additional information

not provide the personal information required, their Redemption Request may not be processed.

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

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

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

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

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

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

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

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

10.7 Anti-Money Laundering and Counter-Terrorism Financing Act 2006

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

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

Identification of Authorised Participants

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

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

Transaction Freezes

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

Reporting Obligations to AUSTRAC

The Responsible Entity has certain reporting obligations pursuant to the AML/CTF Act. The legislation prevents the Responsible Entity from

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

10.8 No cooling off period

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

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

10.9 Consents

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

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

R & H Fund Services (Jersey) Limited (“**R & H**”) has given, and as at the date of this PDS not withdrawn, its consent to be named as Administrator. This consent is given on the basis that R & H has not authorised or caused the issue of the PDS and has not made any statement that is included in the PDS or any statement on which a statement made in the PDS is based. R & H expressly disclaims and takes no responsibility for any statements in or omissions in the PDS. This applies to the maximum extent permitted by law and does not apply to any matter to the extent to which the consent is given above.

10.10 Reporting

Holders will receive the following regular reports:

- confirmations of all of their own Creations or Redemptions (issued following transactions and on request);
 - contract notes from their broker (issued following all purchases or sales on the ASX);
 - taxation statements issued annually after 30 June, providing Holders with taxation information relating to Distributions (if any); and
 - an annual report including audited financial statements of the Fund in which they are invested.
- These are available online at www.globalxetfs.com.au.

10.11 Ongoing disclosure

Where the Fund is a disclosing entity, the Responsible Entity will comply with the continuous disclosure requirements of the Act as if the Fund were an unlisted disclosing entity on the basis of ASIC’s best practice disclosure recommendations for continuous disclosure.

10.12 Complaints

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

Complaints may be lodged by writing to the Responsible Entity at the address shown on the back cover of this PDS. The Responsible Entity will always acknowledge any complaint in writing and respond within 30 days.

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

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

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

10. Additional information

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

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

10.13 ASIC relief

Ongoing Disclosure Relief

The Responsible Entity intends to rely upon an exemption in relation to ongoing disclosure requirements that is contained within ASIC Corporations (Relief to Facilitate Admission of Exchange Traded Funds) Instrument 2024/147. Under the terms of this exemption, a responsible entity of an exchange traded fund does not have to comply with section 1017B of the Corporations Act in relation to interests in a class of interests in the fund that are able to be traded on a financial market operated by ASX, for as long as the responsible entity complies with the provisions of the Corporations Act that apply to unlisted disclosing entities as if the Fund were was an unlisted disclosing entity, and makes statements to this effect in the relevant PDS.

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

Unequal Treatment Relief

The Responsible Entity intends to rely upon an exemption in relation to unequal treatment in withdrawal from an exchange traded fund that is contained within ASIC Corporations (Relief to Facilitate Admission of Exchange Traded Funds) Instrument 2024/147. Under the terms of this exemption, a responsible entity of an exchange traded fund does not have to comply with section 601FC(1)(d) of the Corporations Act to the extent that it would prevent the responsible entity from permitting only authorised participants to withdraw from the Fund.

The Responsible Entity intends to rely on this relief to the extent necessary to allow the Responsible Entity to restrict eligibility to submit Redemption Requests

in relation to Units to Authorised Participants. The Responsible Entity satisfies the conditions of reliance upon this relief, including by allowing all Holders the right to withdraw from the Fund and receive payment for their interests in money when trading in the Units on the ASX is suspended for more than 5 consecutive trading days.

Differential Fee Treatment Relief

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

Unequal Treatment in Provision of Information to Authorised Participants

As at the date of this PDS, the Responsible Entity does not intend to provide information about the Fund or assets of the Fund to Authorised Participants before other Holders. However, if the Responsible Entity decides to do so, it intends to rely upon the exemption in relation to unequal treatment in the provision of information to authorised participants that is contained within ASIC Corporations (Relief to Facilitate Admission of Exchange Traded Funds) Instrument 2024/147. Under the terms of this exemption, a responsible entity of an exchange traded fund does not have to comply with paragraph 601FC(1)(d) of the Corporations Act to the extent that it would prevent the responsible entity from providing information to Authorised Participants before other members about scheme property, provided that it complies with certain conditions, including the making of statements to this effect in the relevant PDS.

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

10.14 Labour standards and environmental, social or ethical considerations

The Responsible Entity does not take into account labour standards, environmental, social or ethical considerations for the purpose of selecting, retaining or realising its investments.

11. Taxation considerations

10.1 Introduction

An investment in the Fund will have taxation consequences. This section is a broad overview of some of the Australian income tax, GST and stamp duty consequences associated with investing in the Fund for a potential Australian resident investor. This section does not deal with tax consequences in relation to other jurisdictions.

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

This section has been prepared on the assumption that:

- the Fund qualifies as a managed investment trust ("**MIT**") and withholding MIT within the meaning of within the meaning of section 995-1 of the *Income Tax Assessment Act 1997* ("**1997 Act**");
- the Fund will make an election for the Fund to be treated as an Attribution Managed Investment Trust ("**AMIT**") within the meaning of section 995-1 of the 1997 Act;
- the Fund is not a public trading trust under Division 6C of the *Income Tax Assessment Act 1936* ("**1936 Act**"); and
- the Fund will not be making an irrevocable "capital election" to apply the CGT provisions pursuant to section 275-115 of the 1997 Act.

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

11.2 Australian investors

(a) Distributions from the Fund

The Fund is a resident of Australia for tax purposes. Therefore, the Fund is required to determine its tax components for the income year. These components

may include assessable income, exempt income, non-assessable non-exempt income, tax offsets and credits of different characters. Investors are required to include their share of the Fund's assessable tax components in their assessable income. Investors are treated as having derived their share of the assessable tax components of the Fund directly on a flow through basis. In the case where the Fund makes a loss for tax purposes, the Fund cannot distribute the loss to investors. However, subject to the Fund meeting certain conditions, the Fund may be able to take into account the losses in subsequent years.

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

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

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

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

If the amount in (a) exceeds the amount in (b), the cost base of the investor's Units in the Fund should be reduced by the excess amount. This results in either an increased capital gain, or a reduced capital

loss, upon the subsequent disposal of the investor's Units in the Fund. Should the cost base be reduced to below zero, the amount in excess of the cost base should be a capital gain that is to be included in the investor's taxable income.

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

The components of the distribution (if any) are expected to consist of income amounts. This is because the payments and receipts under the DPA (which is always intended to be cash settled) should be on revenue account.

The investor will be provided with an annual tax statement (otherwise known as an AMMA Statement) for tax purposes no later than 3 months after 30 June each year to assist the investor in determining their tax position. This tax statement will advise the investor of the share of the tax components of the Fund (if any) attributed to them which are required to be included in the investor's tax return as assessable income. The tax statement will also include details of any adjustments required to the investor's cost base.

(b) Disposal of Units

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

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

(i) Capital account

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

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

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

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

In respect of a sale of a Unit, the capital proceeds which an investor receives should include the sale proceeds or other property the investor receives or is entitled to receive as a result of selling the Unit.

An individual, trust or complying superannuation entity or a life insurance company that holds their Unit as a complying superannuation asset may be able to claim the benefit of the CGT discount. A corporate investor cannot claim the benefit of the CGT discount.

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

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

(ii) Revenue account

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

(c) Redemptions

An investor will generally only be eligible to redeem their Units if they are an Authorised Participant. An Authorised Participant who redeems Units will become entitled to receive the redemption proceeds being the Net Asset Value per Unit less any Transaction Costs or Redemption Fee and less any entitlement

11. Taxation considerations

to the Fund's distributable income for the distribution period to the date of redemption of the Unit which is payable on the Units to be redeemed. The redemption proceeds to be paid to the Authorised Participant may therefore comprise a distribution of the income of the Fund as well as the payment of the redemption price for the Units which are to be redeemed.

(i) Capital account

An Authorised Participant should make a capital gain on the redemption of Units if the redemption price received by the Authorised Participant exceeds the cost base of the Unit. If the redemption price received by the Authorised Participant is less than the Unit's reduced cost base, then the Authorised Participant should make a capital loss. Capital losses may be offset against taxable capital gains made by an investor but not against other types of income.

The accrued income entitlement component should be assessable, based on the components of the distribution of income.

(ii) Revenue account

The distribution of the income of the Fund received on the redemption of Units may include an entitlement to income realised by the Fund (such as gains on the cash settlement of the DPA) arising as a result on the redemption of the Units to the redeeming Authorised Participants.

An Authorised Participant whose Units are redeemed, and who is assessed on the disposal of the Units otherwise than under the capital gains tax provisions, should be assessed on any profit arising on the redemption of the Units. An Authorised Participant who redeems Units may be entitled to a deduction for any loss arising on the redemption of Units.

For the purposes of determining the profit and loss arising on the redemption, the redemption price (being the Net Asset Value per Unit less any Transaction Costs or Redemption Fee less any entitlement to the Fund's distributable income for the distribution period to the date of redemption of the Unit) should be regarded as the proceeds received in respect of the redemption. The accrued income entitlement component that comprises the distribution of income should also be assessable, based on the components of the distribution of income.

It is expected that the split between the components of the redemption proceeds (that is, how much of it represents a distribution of the distributable income of the Fund and how much represents the price paid on

redemption of the Units), and the composition of any income entitlement included in the redemption price, will not be known until after income year.

11.3 Non-resident investors

The above taxation summary in section 11.2 is only for investors who are residents of Australia for tax purposes. The tax treatment of non-resident investors in the Fund depends on the investor's particular circumstances and the provisions of the relevant Double Tax Agreement between Australia and the investor's country of residence. It is important that non-resident investors seek independent professional taxation advice before investing in the Fund.

The Fund will be a withholding MIT and will be required to withhold an amount of tax from a payment of its Australian sourced net income that comprises a 'fund payment', or an 'AMIT DIR payment' which is either an AMIT dividend payment, AMIT interest payment or AMIT royalty payment.

The rate of withholding tax will depend on whether the distribution is a fund payment or an AMIT DIR payment, the country of tax residence of the investor, and any Double Tax Agreement or exchange of information ("EOI") agreements.

Generally, the Responsible Entity will be required to withholding 15% for fund payments made to non-resident investors if the address or place for payment is with an EOI country, or 30% for fund payments made to a non-resident investor in a non-EOI country. Where an AMIT DIR payment is made to a non-resident investor, the Responsible Entity will be required to withhold certain amounts depending on the determined member components of those income characters (i.e. dividend, interest or royalty). The withholding tax rates, are 30% for unfranked dividends, 10% for interest income, and 30% for royalty income, unless modified under an applicable Double Tax Agreement.

Investors will be provided a fund payment notice and / or an AMIT DIR payment notice which will generally specify part of the payment from which an amount would have been required to be withheld; and the income year to which the payment relates to every time an amount is withheld from the distribution to the non-resident investor.

Further, the Responsible Entity will provide to the investor an annual payment summary which will disclose the total withholding payments that it covers,

and the total amounts withheld by the Responsible Entity from those withholding payments, and the income year to which it relates. The annual payment summary will be provided to the Holder no later than 14 days after the income year for AMIT DIR payments, and no later than 14 days after 6 months after the income year for fund payments.

11.4 Tax reforms

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

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

11.5 TFN withholding

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

11.6 Goods and Services Tax (GST)

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

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

11.7 Stamp duty

Stamp duty should not be payable on your investment(s) in the Fund, provided the Fund does not hold dutiable property.

11.8 Tax indemnity

In accordance to the Trust Deed the Responsible Entity is entitled to be indemnified by a Holder or former Holder to the extent that the Responsible Entity incurs any liability for Tax as a result of the Holder's action or inaction, or as a result of an act or omission requested by the Holder or former Holder. The Responsible Entity may redeem some or all of the Units held by a Holder to satisfy any amount of money due to it by the Holder.

12. Glossary

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

Administrator means R & H Fund Services (Jersey) Limited, being the counterparty to the Administrator Agreement with the Responsible Entity in respect of the Fund.

Administrator Agreement means the administrator agreement between the Responsible Entity and the Administrator.

AFSL means an Australian Financial Services Licence issued by ASIC.

Allocated Account means the Hedged Gold Vendor's account with the Gold Custodian, established pursuant to the Allocated Account Agreement, in which the Hedged Gold Vendor holds balances of allocated gold.

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

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

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

AQUA Rules means:

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

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

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

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

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

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

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

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

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

AUD means the lawful currency of the Commonwealth of Australia.

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

Authorised Participant means a person that:

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

Authorised Participant Agreement means a written agreement between the Responsible Entity and another person under which such person is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Units and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied or waived by the Responsible Entity.

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

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

Commissioner means the Federal Commissioner of Taxation.

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

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

Counterparty Credit Risk means a failure by a relevant counterparty to perform their obligations that may impact the Fund, including where the Fund is owed obligations by third parties under the Hedged Gold Units or other contractual relationships or where the Fund has an indirect exposure to third party such as in the case of the Hedging Mechanism.

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

Creation Fee means the fee payable on Creation of a Unit as set out in Section 8 (Fees and other costs).

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

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

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

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

Custodian Agreement means the agreement between the Responsible Entity and the Custodian dated 22 July 2021 (as may be amended or varied from time to time) pursuant to which the Custodian provides custody services for the assets of the Fund.

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

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

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

Differing Returns means that the return generated on the Units may not reflect the return of an investor would realise if he or she actually owned the gold bullion hedged into Australian dollars.

DPA means deferred purchase agreement, a kind of financial product which includes an amount of consideration payable at a future time the amount of which is determined by reference to the performance of an underlying asset. The Hedged Gold Units acquired by the Fund are a form of DPA.

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

ETF means exchange traded fund.

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

FMCA means the Financial Markets Conduct Act 2013 (New Zealand), as supplemented, amended, varied or replaced from time to time.

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

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

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

Gold Account Agreements means the Unallocated Account Agreement and the Allocated Account Agreement between the Hedged Gold Vendor and the Gold Custodian dated 5th June 2024 (as may be amended or varied from time to time).

Gold Custodian means the entity that provides custody services for the assets of the Hedged Gold Vendor under the Gold Account Agreements as amended or varied from time to time and as at the date of this PDS means JPMorgan Chase Bank, N.A. London Branch.

Good Delivery Bar means a gold bar which meets the good delivery standards of the LBMA.

Government or Government Agency means, whether foreign or domestic:

- (a) a government, whether federal, state, territorial or local or a department, office or minister of a government acting in that capacity; or

12. Glossary

(b) a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute or any stock exchange.

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

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

Hedged Gold Units means DPAs acquired by the Fund, the performance of which is determined by reference to the price of gold of minimum 99.5% purity and otherwise complying with the rules of the London Bullion Market Association or its successors and where the amount of gold is adjusted daily based on movements in the AUD/USD exchange rate with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar on the value of the Hedged Gold Units.

Hedged Gold Vendor means Global X Investment Solutions Pty Limited (ACN 672 264 578).

Hedging Mechanism means the Metal Foreign Exchange Derivative Contract between the Hedged Gold Vendor and the Hedged Gold Counterparty pursuant to which the Hedged Gold Vendor's holdings of gold bullion with the Gold Custodian are adjusted daily by the Hedged Gold Counterparty based on foreign exchange movements with the aim of eliminating the effect of the AUD/USD exchange rate on the Australian dollar value of the gold bullion.

Hedged Gold Counterparty means the counterparty to the Hedging Mechanism, J.P. Morgan SE.

Holders means:

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

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

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

iNAV means an estimated indicative Net Asset Value per Unit.

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

IRS means the U.S. Internal Revenue Service.

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

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

LBMA means the London Bullion Market Association.

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

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

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

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

Mirae Asset Global Investments Group means the group of companies of which Mirae Asset Global Investments Co., Ltd is the parent.

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

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

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

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

Product Disclosure Statement (PDS) means this Product Disclosure Statement dated 17 March 2025.

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

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

Redemption Fee means the fee payable on Redemption of a Unit as set out in Section 8 (Fees and other costs).

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

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

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

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

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

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

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

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

SEATS means the ASX Stock Exchange Automated Trading System.

Settlement Date has the meaning given in the Fund Supplement.

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

TFN means Tax File Number.

Transaction Costs means the costs incurred by the Responsible Entity in managing the assets of the Fund, and include commissions, brokerage, clearing costs, custody transaction costs and slippage costs (for example, foreign exchange slippage costs, if any). Transaction Costs also include costs incurred by an interposed vehicle that would be transaction costs if they had been incurred by the Fund.

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

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

Unallocated Account means the Hedged Gold Vendor's account with the Gold Custodian, established pursuant to the Unallocated Account Agreement, in which the Hedged Gold Vendor holds balances of unallocated gold.

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

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

USD means United States dollars.

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

13. Corporate directory

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

Responsible Entity

Global X Management (AUS) Limited

Level 9, 115 Pitt Street
Sydney NSW 2000
Australia

ACN: 150 433 828
AFSL: 466778

Email: info@globalxetfs.com.au
Phone: +61 2 8311 3488

Administrator

R & H Fund Services (Jersey) Limited

Ordnance House
31 Pier Road, St. Helier
Jersey, JE4 8PW, Channel Islands

Gold Custodian

JPMorgan Chase Bank, N.A London Branch

25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Hedged Gold Counterparty

J.P. Morgan SE

Taunustor 1
60310 Frankfurt am Main
Germany

Custodian of Hedged Gold Units

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch

Level 36, Tower 1
International Towers Sydney
100 Barangaroo Avenue
Sydney NSW 2000
Australia

Registrar

Computershare Investor Services Pty Limited

Yarra Falls
452 Johnston Street
Abbotsford VIC 3067
Australia

Legal Advisers as to Australian Law

Baker McKenzie

Tower One
International Towners Sydney
Level 46, 100 Barangaroo Avenue
Sydney NSW 2000
Australia

Auditors

KPMG

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

14. Fund Supplement

Global X Gold Bullion (Currency Hedged) ETF

This Fund Supplement relates to the Global X Gold Bullion (Currency Hedged) ETF (in this Fund Supplement, the “Fund”) and supplements the more general information contained in the PDS in relation to an investment in the Units. Any decision to invest in the Units of the Fund should be based upon the PDS in its entirety and investors should seek professional advice before making any investment decision with respect to an investment in the Fund.

Key features of the Fund

Fund name	Global X Gold Bullion (Currency Hedged) ETF
ASX Code	GHLD
Investment objective	The investment objective of the Fund is to provide investment results which correspond generally to the spot price of gold bullion, hedged with the aim of eliminating the impact of currency movements between the US dollar and Australian dollar, before fees and expenses.
Currency hedged	Yes, but please note Section 1.1 and Section 5.4 regarding currency exposure.
Fees and expenses	Fees and costs as described in Section 8 (Fees and other costs) apply.
Creations	<p>Creation Unit</p> <p>7,500 Units. Authorised Participants must submit Creation Requests in respect of whole multiples of Creation Units unless the Responsible Entity otherwise agrees.</p> <p>Subscription price during Initial Offer Period</p> <p>1/100th of a fine troy ounce of gold. This is the subscription price for Units subscribed for during the Initial Offer Period for both in specie and cash subscriptions.</p>
Dealing Day	<p>Each day (other than a Saturday or a Sunday) on which:</p> <p>(a) commercial banks are generally scheduled to be open for business in London, New York and Sydney; and</p> <p>(b) which is also a scheduled trading day (meaning a day on which such markets are ordinarily open) in the London Bullion Market; and</p> <p>(c) that is an ASX Business Day and an ASX Trading Day,</p> <p>or such other days as specified by the Responsible Entity from time to time.</p>
Dealing Deadline	4:30 p.m. on a Dealing Day.
Delivery Deadline	10:30 a.m. on a Settlement Date.
Valuation Time	3 p.m. London time on each ASX Trading Day.
Settlement Date	Means the second ASX Business Day following the Dealing Day on which the relevant Creation Request or Redemption Request was received.
Distributions	The Responsible Entity intends to make distributions annually in respect of the period ending on 30 June in each year.

