



Supplement to Base Prospectus

SECOND SUPPLEMENT DATED 27 JULY 2020

TO THE BASE PROSPECTUS DATED 13 NOVEMBER 2019

Hany Rashwan
Chairman of the Board



21Shares AG

(incorporated in Switzerland)

Exchange Traded Products Programme

This second supplement (the **Supplement**) to the Base Prospectus dated 13 November 2019 (the **Base Prospectus**), is prepared in connection with the Exchange Traded Products Programme established by 21Shares AG (formerly Amun AG) (the **Issuer** or **21Shares**). Capitalized terms used but not defined herein have the meanings assigned to such terms in the Base Prospectus.

The Base Prospectus has been registered as an issuance program for the listing of exchange traded products (the **ETPs** or the **Products**) on the SIX Swiss Exchange in accordance with the listing rules of the SIX Swiss Exchange. This Supplement constitutes a supplement to the Base Prospectus for purposes of Article 12 of the Directive on the Procedures for Exchange Traded Products (**DPETP**) issued by SIX Exchange Regulation AG. In accordance with article 109 of the Swiss Financial Services Ordinance, this Supplement has been prepared in compliance with the Listing Rules of SIX Swiss Exchange in their version dated 8 November 2019 and in force as of 1 January 2020. Consequently, this Supplement has not been and will not be reviewed or approved by a Swiss review body pursuant to article 51 of the Swiss Financial Services Act (the **FinSA**), and does not comply with the disclosure requirements applicable to a supplement approved by such a review body under the FinSA.

This Supplement is supplemental to and should be read in conjunction with the Base Prospectus and the First Supplement to the Base Prospectus dated 17 February 2020 (the **First Supplement**). To the extent that there is any inconsistency between (i) any statement in this Supplement and (ii) any other statement in or incorporated by reference into the Base Prospectus or the First Supplement, the statements in this Supplement will prevail.

The Issuer assumes responsibility pursuant to article 27 of the listing rules of the SIX Swiss Exchange and section 5 of Scheme G thereunder for the content of this Supplement and declares that the information contained in the Base Prospectus, as supplemented by the First Supplement and this Supplement, is, to the best of its knowledge, correct and no material facts or circumstances have been omitted therefrom.

AMENDMENTS TO THE “INTRODUCTION” SECTION

In the introduction text on page iii of the Base Prospectus the fourth paragraph shall be deleted and replaced by the following:

“Collateralisation of ETPs, as further described in the section headed “*Collatera*” herein, eliminates credit risk to the Issuer only to the extent that the proceeds from the liquidation or realisation of Collateral (less the costs of liquidation fees and expenses of the Collateral Agent and payout) meet the Investors’ claims. The Investor bears the following risks, among others: the market risk associated with the Collateral results in insufficient liquidation proceeds or, in extreme circumstances, the Collateral might lose its value entirely, including through theft, hacking, or fraud, prior to the liquidation taking place or it may not be possible to realise the Collateral. The costs for the service with respect to the collateralisation of the Products may be taken into account for the pricing of a specific Product and may therefore be borne by the Investors. With regard to the payment to the respective Investors of the relevant share of the net liquidation proceeds, each Investor shall bear the solvency risks of the Kingdom Trust Company (**Kingdom Trust**), Coinbase Custody Trust company, LLC (**Coinbase**) or any other custodian of the Underlying or Underlying Components (Kingdom Trust, Coinbase or such other custodian, the **Custodian**) and/or The Law Debenture Trust Corporation p.l.c. (**Collateral Agent** or **Law Debenture**) effecting the liquidation of the collateral, as well as the financial intermediaries along the payout chain. The payment to the Investors may be delayed for factual or legal reasons. To the extent the calculation of the current value of Products proves to be incorrect, the collateralisation of the Products may be insufficient.”

In the introduction text on page iii of the Base Prospectus, the sixth paragraph shall be deleted and replaced by the following:

“None of the Authorised Participants, MG Stover & Co. or Sudrania Fund Services Corporation (the **Administrators**), Bank Frick & Co Aktiengesellschaft (the **Global Paying Agent**), the Custodian, the Collateral Agent, any Product Calculation Agent, any Index Calculation Agent, and Calculation Agent, any Swiss Paying Agent, other paying agent or any listing agent has separately verified the information contained herein.”

AMENDMENTS TO THE “RISK FACTORS” SECTION

In the sub-section “Risk Factors relating to the Issuer” on page 4 of the Base Prospectus, the risk factor headed “***Exemption from certain SIX Requirements***” shall be deleted.

In the sub-section “Risk Factors relating to the Issuer” on page 5 of the Base Prospectus, the risk factor headed “Dependence on Certain Service Providers and Potential Conflicts of Interest” and “Counterparty Risk” shall be deleted and replaced with the following:

“Dependence on Certain Service Providers and Potential Conflicts of Interest

The Issuer is dependent on a number of service providers to maintain the issuances and the Collateral. These include, but are not limited to, the Administrators, the Custodian, Authorised Exchanges (as defined in the General Terms and Conditions), trading desks, parties to any arrangements in place in respect of any crypto-denominated assets held as Collateral, lending desks, Wallet Providers (as defined herein), Market Makers, Authorised Participants and the Global Paying Agent. Should there be a material adverse change with any existing partner and a suitable alternative be unavailable or impracticable, it may be impossible for the Issuer to continue to list and service the Products.

Service providers, including but not limited to, the Administrators, may act in other capacities in respect of a particular Series the Products, including but not limited to, the role of Product Calculation Agent and/or Index Sponsor specified in the relevant Final Terms. Accordingly, the role of a provider may give rise to conflicts of interest, which are adverse to the interests of holders of Products.

Counterparty Risk

The Issuer will be exposed to the credit risk of a number of counterparties with whom the Issuer transacts, including, but not limited to, the Custodian, the Administrators, Wallet Provider(s),

Depositories, Paying Agents, Market Makers, Authorised Participants, any party to any arrangements in place in respect of any crypto-denominated assets held as Collateral and exchanges. Consequently, the Issuer is exposed to risks, including credit risk, reputational risk and settlement risk, arising from the failure of any of its counterparties to fulfil their respective obligations, which, if any such risks occur, may have a material adverse effect on the Issuer's business and financial position.

With respect to the Custodian, the Issuer will be exposed to the credit risk of depository institutions with whom it holds cash and other Crypto Assets. Credit risk, in this case, is the risk that the depository holding a financial instrument (cash or crypto) will fail to fulfil an obligation or commitment to the Issuer. The Issuer's Crypto Assets are maintained by the Custodian in segregated accounts, which are intended to be protected in the event of insolvency of the Custodian. However, any insolvency of the Custodian may result in delayed access to Crypto Assets serving as Underlyings or Underlying Components, including those serving as Collateral for any Products. In such a situation, Investors may face a loss due to asset price fluctuation.

It is important to note that no party, including the Wallet Providers, Custodian or Issuer is liable for the loss of the Underlyings or Underlying Components. In the case of theft, the liability belongs solely to the Investor.

The Global Paying Agent for the Products is responsible for: (i) disbursing fiat currency in the event of a redemption of the Products other than as set out in Condition 5.4 (*Redemption of Products at the Option of an Authorised Participant*); and (ii) holding the cash balance in the period between the liquidation of the Underlying or Underlying Component and the return of the cash to Investors. In the event of insolvency of the Global Paying Agent during this interim period, the Issuer may be considered a general unsecured creditor. See Conditions 17 (*Extraordinary Event*) and 5 (*Redemption of Products*).

The Issuer relies on third parties to provide the trading of both the Products and any Underlyings or Underlying Components. Any dysfunction of such third parties or disruption in the exchanges may result in a loss of value of the Products, which may, in turn adversely impact the Issuer and/or the Investors."

In the sub-section "Risk Factors relating to the Issuer" on page 6 of the Base Prospectus, the risk factor headed "Credit Risk" shall be deleted and replaced with the following:

Credit Risk

Investors are exposed to the credit risk of the Issuer and the Custodian. An Investor's ability to obtain payment in accordance with the General Terms and Conditions is dependent on the Issuer's ability to meet these obligations. The Products are not, either directly or indirectly, an obligation of any other party. As a result, irrespective of the collateralisation, the creditworthiness of the Issuer may affect the market value of any Products and, in the event of a default, insolvency or bankruptcy, Investors may not receive the amount owed to them under the General Terms and Conditions. In addition to direct credit risks, the Investors are indirectly exposed to any credit risk that the Issuer is exposed to. For example, the Issuer may incur losses and/or fail to obtain delivery under any arrangements in place in respect of any crypto-denominated assets held as Collateral."

In the sub-section "Risk Factors relating to the Issuer" on page 7 of the Base Prospectus, the words "which owns 100% of the Issuer" at the end of the first paragraph, shall be deleted and replaced with:

"which is under common ultimate control as the Issuer".

At the end of the sub-section "Risk Factors Relating to the Products and the Collateral" the following new risk factor shall be added:

"Lending arrangements denominated in the Underlying or Underlying Components

The Issuer may enter into lending arrangements whereby it lends certain Underlying or Underlying Components to third parties. In such a case, the Collateral consisting of directly held Underlyings or Underlying Components is replaced by Collateral in the form of a futures contract. In order to mitigate

the Issuer's, and the Investor's indirect, credit risk exposure to any parties to any lending arrangements, that third party must post eligible collateral assets with a market value at least equivalent to the value of the Underlying or Underlying Components lent. Underlyings or Underlying Components may be lent to third parties over a period of time. All of the Issuer's rights in any lending arrangements or assets posted back thereunder will be pledged to the Collateral Agent acting on behalf of Investors. The risks of lending the Underlyings or Underlying Components include the risk that a borrower may not post back additional collateral assets when required or may not return the Underlying or Underlying Components when due. A default by the borrower under such lending arrangements combined with a fall in the value of the collateral assets that borrower has posted back may result in the Issuer holding insufficient assets to meet its obligations in connection with redemptions of Products and a corresponding fall in the value of an Investors holding."

In the sub-section "Risk Factors Relating to the Product and the Collateral" on Page 16 the risk factor headed "Realisation of Collateral" shall be deleted and replaced with the following:

"Realisation of Collateral

In the event that the Issuer defaults and the Collateral Agent enforces its rights under the Collateral Agent Agreement, the ACA to take control of the Collateral Account and any Additional Pledges, the realisation of this Collateral may not be of sufficient value to cover all Redemption Amounts payable to Investors because: (i) the Collateral will only consist of assets equal to the value of the Products as at the close of the immediately preceding Business Day on which the calculations and valuations are made and there may be a number of days between such valuations occurring and the date on which the Collateral Agent takes control of the Collateral Account or any rights in other assets, during which time a significant difference between the value of the Collateral and the price of the Underlying or Underlying Components could arise, particularly given the volatility of the crypto markets; (ii) the Collateral is not denominated in the Settlement Currency (but rather in Crypto Assets) and the value of such Collateral may fall due to exchange rate movements; (iii) the face value of Products could rise due to market conditions; (iv) the Issuer (or the Collateral Agent) may not be able to realise some or all of the assets comprised in the Collateral at the prices at which they were valued; (v) payment in respect of Redemption Amounts are required to be made in the Settlement Currency and there may be costs involved in converting the proceeds of realisation of the Collateral into the Settlement Currency or the Issuer may otherwise be unable to convert such proceeds into the Settlement Currency; or (vi) there may be certain costs associated with the realisation of the assets comprised in the Collateral.

In addition, there can be no certainty as to the timeliness of any such enforcement. Under the General Terms and Conditions, the Issuer may utilise depositories, banks or other financial institutions in connection with the custody of the Collateral and hold other assets denominated in the Underlying or Underlying Components. In the event that the Issuer defaults and the Collateral Agent enforces its rights to take control of the Collateral Account or other assets that are the subject of the Additional Pledges, this account or assets will be held with a depository or be in respect of arrangements with third parties as arranged by the Issuer. Accordingly, the Issuer or the Collateral Agent may not be able to recover all sums due to it and may not, therefore, have sufficient amounts to fund the Issuer's payment obligations to investors and/or it may take longer to realise the Collateral and, therefore, Investors may experience delays in receiving amounts due to them.

If the amounts received by upon the realisation of Collateral are not sufficient to fully cover the fees and expenses of the Collateral Agent and the Issuer's payment obligations to Investors, then Investors may incur a loss, which may be significant."

In the sub-section entitled "Conflicts of Interests of the Issuer and Amun Technologies Limited" on page 37 of the Base Prospectus, the words "which owns 100% of the Issuer" shall be deleted and replaced with:

"which is under common ultimate control as the Issuer".

AMENDMENTS TO THE “OVERVIEW OF THE PROGRAMME” SECTION

In the section “Parties to the Programme”:

On page 38 the definition “Administrator – MG Stover & Co.” shall be deleted and replaced by:

“Administrator MG Stover & Co. or Sudrania Fund Services Corporation as specified in the relevant Final Terms.”

On page 39, the definitions of “Collateral” and “Issuer Security” shall be deleted and replaced with the following:

“Collateral The Underlyings or Underlying Components credited to the Collateral Account and other assets denominated in the Underlying or Underlying Components which serve as collateral for the Product.”

“Issuer Security The security created over the Collateral in favour of the Collateral Agent and for the benefit of Investors pursuant to the Pledge of Collateral Account Agreement, the ACA and the Additional Pledges.”

On page 41, the definition of “Governing Law of Products” shall be deleted and replaced with:

“Governing Law of Products The Products are governed by and shall be construed in accordance with Swiss law (without reference to the principles of conflicts of law rules). In relation to any proceedings in respect of the Products, the Issuer has submitted to the jurisdiction of the courts of the City of Zurich, the place of jurisdiction being Zurich 1.

The Collateral Agent Agreement is governed by English law, with certain provisions of the Collateral Agent Agreement being governed by the laws of Switzerland as stated within the Collateral Agent Agreement.

The Custodial Services Agreement, the Pledge of Collateral Account Agreement, the Additional Pledges and the ACA are governed by the laws of the State of South Dakota or by the laws of the State of New York, as applicable.”

AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS SECTION

In the section entitled definitions each of the definitions of “Administrator”, “Administration Agreement”, “Collateral”, “Crypto Asset Collateral” and “Pledge of Collateral Account Agreement” shall each be deleted and replaced with the following:

“Administrator means MG Stover & Co. or Sudrania Fund Services Corporation as specified in the relevant Final Terms and any successor administrator(s).”

“Administration Agreement means either the agreement dated on or about 5 November 2018 between the Issuer and MG Stover & Co. in relation to the Programme or the agreement dated on or about 1 June 2020 between the Issuer and Sudrania Fund Services Corporation as applicable, as each may be amended and/or supplemented and/or restated from time-to-time.”

“Collateral means the Underlyings or Underlying Components credited to the Collateral Account and other assets denominated in the Underlyings or Underlying Components and which serve as collateral for the Product.”

“Crypto Asset Collateral means the amount of eligible Crypto Assets or other assets denominated in Underlying or Underlying components collateralising a Product.”

In the section entitled “Definitions” the following additional definition shall be inserted on page 45 before the definition of “Administrator”:

“Additional Pledges means any pledge agreement other than the Pledge of Collateral Account Agreements between the Issuer and the Collateral Agent granted in respect of the Collateral specified in the applicable Final Terms.”

In the section entitled “Definitions” the following additional definition shall be inserted on page 50 after the definition of “Required Threshold”:

“Security Documents means the ACA, the Pledge of Collateral Account Agreement and the Additional Pledges.”

Under the heading “3.2 Collateralisation” on page 52, the text shall be deleted and replaced with the following:

“The Issuer will, by no later than the Issue Date of the relevant Series of Products, credit the Underlyings or Underlying Components of the Products to the respective Collateral Account for such Series. The Issuer has entered into the ACA, the Pledge of Collateral Account Agreement, the Additional Pledges and the Collateral Agent Agreement in order to provide the Collateral for the benefit of the Investors to secure its payment obligations under the Product Documentation.”

Under the heading “21.1 Enforcement” on page 63 of the Base Prospectus, paragraph (b) shall be deleted and replaced with the following:

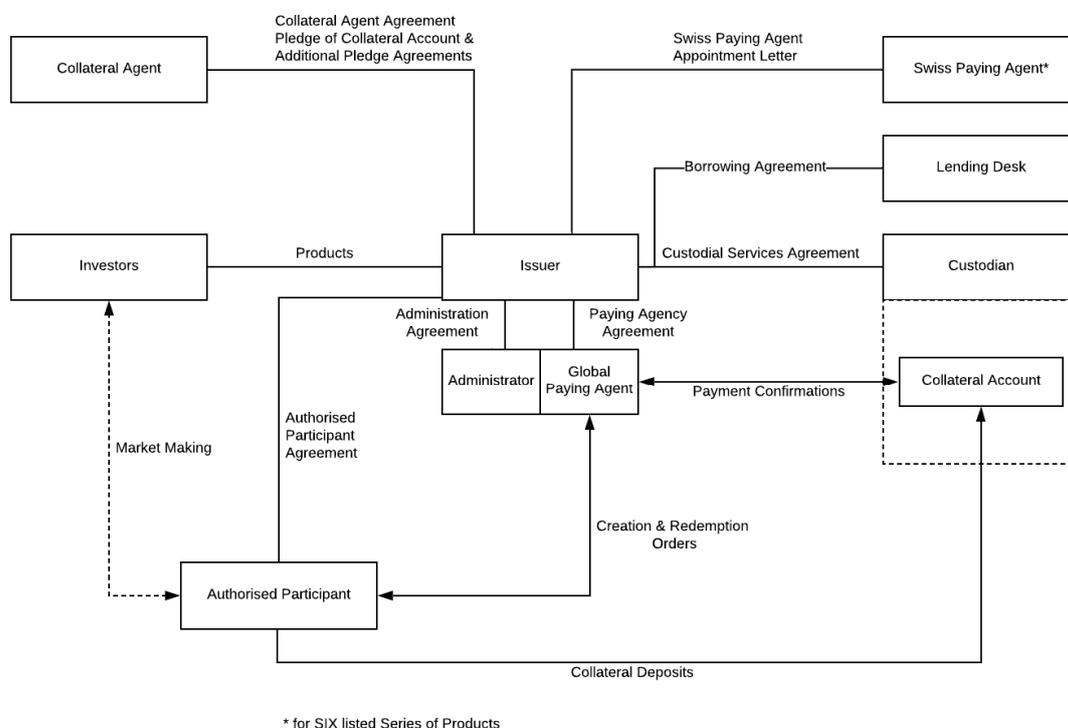
“(b) Subject to the provisions of the Collateral Agent Agreement, the ACA, the Pledge of Collateral Account Agreement and the Additional Pledges, at any time after the Issuer Security has become enforceable, the Collateral Agent shall, subject to being indemnified and/or secured and/or prefunded to its satisfaction, if so instructed by Investors representing not less than 25% of Products in the relevant Series following an Event of Default or any Investor following an Insolvency Event, in writing, without notice, take such steps, actions or proceedings as it may think fit to enforce such Issuer Security.”

AMENDMENTS TO THE FORM OF FINAL TERMS SECTION

The text in this section on starting on page 67 of the Base Prospectus, shall be deleted and replaced with the text in Annex A hereto.

AMENDMENTS TO THE SUMMARY OF THE PARTIES AND THE STRUCTURE SECTION

Under the heading “Structure of the Programme” on page 72 of the Base Prospectus, the diagram shall be deleted and replaced with the following:



Under the heading “Principal Parties” on page 72 of the Base Prospectus the descriptions of Administrator and Product Calculation Agent shall be deleted and replaced with the following:

- Administrators and Product Calculation Agents:** Pursuant to the Administration Agreements, the Administrators and Product Calculation Agents will: (i) supply, or arrange the supply of, all management and administration services for the Issuer, (ii) as Administrators, be responsible, *inter alia*, for Authorised Participant administration, general administration and fee calculation among other responsibilities, (iii) and as Product Calculation Agents, be responsible for making certain determinations and calculations in accordance with the General Terms and Conditions of the Products, such as whether there has been a Market Disruption Event, the determination of the Redemption Amount and, in respect of redemption by an Authorised Participant in accordance with Condition 5.4, the determination of the Crypto Asset Collateral required to be delivered. The Final Terms for each Tranche of Products will specify the details of the relevant Administrator and Product Calculation Agent.
- Calculation Agent:** The Final Terms for each Tranche of Products will specify the details of the Calculation Agent. The Product Calculation Agent will create portfolio composition files in respect of the Products (the PCF) and/or disseminates Indicative Optimized Portfolio Values in respect of the Products (the IOPV values).

Under the heading “Principal Transaction Documents – Collateral Agent Agreement” on page 76 of the Base Prospectus, the first two paragraphs shall be deleted and replaced with the following:

“On or about 13 November 2018, the Issuer entered into a Collateral Agent Agreement with the Collateral Agent. The Collateral Agent Agreement was amended and restated on 15 April 2019 and 23 July 2020. The Collateral Agent Agreement sets out the terms on which The Law Debenture Trust Corporation p.l.c. will act as Collateral Agent in relation to the secured assets under the Programme.

Pursuant to the terms of the Pledge of Collateral Account Agreement and Additional Pledges, the Issuer has pledged and granted to the Collateral Agent (in favour of the Investors) a security interest and lien in and on all of the Issuer's right, title and interest in and to the Collateral.

Under the heading "Principal Transaction Documents" the following additional paragraph shall be added on page 77:

"Additional Pledges

As of 23 July 2020, the Issuer and the Collateral Agent have entered into a pledge of loan agreement and account control agreement which is governed by the laws of the State of South Dakota. This pledge provides a security interest in favour of the Collateral Agent for the benefit of Investors in certain agreements that the Issuer has entered into. The security interest created in the pledge of loan agreement and account control agreement is for the benefit of the Investors holding relevant Products issued under the Programme."

Under the heading "Principal Transaction Documents – Administration Agreement" on page 77 of the Base Prospectus, the first paragraph shall be deleted and replaced with the following:

"Administration Agreement

As at 23 July 2020, the Issuer has entered into the Administration Agreements with the Administrators. The Administration Agreements sets out the terms on which each Administrators will act in relation to the Products issued under the Programme. Pursuant to the Administration Agreement, the Administrators agrees to provide certain services, including:

- (a) *Implementation Services* – including, *inter alia*: (i) defining reporting requirements and establishing a client web portal; (ii) establishing an automated data feed between the Administrators and the Issuer; (ii) collecting and loading portfolio and financial data;
- (b) *Daily Administrator & Accounting Services* – including, *inter alia*: (i) daily processing of portfolio activity; (ii) daily reconciliation of cash and position with the Issuer's prime broker, custodian, bank or exchange; and (iii) daily pricing of the Product portfolio using third party pricing sources; and
- (c) *Reporting Services* – including reporting in respect of: (i) daily cash and position reconciliations and a break report; (ii) daily portfolio reporting; and (iii) daily production of a net asset value (NAV) closing package, portfolio composition file and investor fee file, supported by a trial balance.

The Issuer has agreed to indemnify and hold the Administrators harmless against any liability, actions, proceedings, claims, demands, costs or expenses (including but without limitation any reasonable attorneys' fees) whatsoever, which the Administrators may incur or be subject to, in its capacity as providing the services provided under the Administration Agreements, provided, however, that such indemnity shall not apply to any liability or expense occasioned by or resulting from that Administrator's wilful misfeasance, bad faith, fraud or gross negligence in the performance of its duties or from reckless disregard by it of its obligations or duties under the relevant Administration Agreement.

The Administration Agreement with MG Stover & Co. is governed by the laws of the State of Colorado and the Administration Agreement with Sudrania Fund Services Corporation is governed by the laws of the State of Illinois."

AMENDMENTS TO THE COLLATERAL & SUMMARY OF SECURITY ARRANGEMENTS SECTION

Under the heading "Collateralisation Method" on page 82 of the Base Prospectus, the first two paragraphs shall be deleted and replaced with the following:

"Each Product issued under the Programme shall be collateralised through the purchase of a pool of Crypto Asset Collateral on a 1:1 basis. Any Crypto Assets will be held on behalf of the Issuer by the Custodian in accordance with the Custodial Services Agreement. The Custodian is responsible for

creating and maintaining wallet addresses and all safety and security measures associated with the wallet. See “*Summary of the Parties and the Structure—Principal Transaction Documents—Custodial Services Agreement*”.

The custody for the Crypto Assets is provided by either The Kingdom Trust Company or Coinbase Custody Trust Company, LLC, qualified custodians located in the United States, as applicable.

The Issuer, the Collateral Agent and the Custodian have entered into the Account Control Agreement with respect to the Collateral. See “*Summary of the Parties and the Structure—Principal Transaction Documents—Account Control Agreement*”.

Any Crypto Asset Collateral that is not represented by Crypto Assets but rather in assets denominated in Crypto Assets, such as futures contracts, will be pledged to the Collateral Agent under the Additional Pledge Agreements. See “*Summary of the Parties and the Structure – Principal Transaction Documents – Additional Pledge Agreements*”.

Under the heading “Practical Procedure in the Event of Realisation” on page 85 of the Base Prospectus, the text shall be deleted and replaced with the following:

“In the event of a realisation, the Collateral Agent (in the event of an Event of Default) or the Swiss bankruptcy official or a party appointed by it (including the Collateral Agent) (in the event of an Insolvency Event) will (i) enforce any of the Issuer’s rights in any assets of the Issuer under the terms of the Additional Pledge Agreements and arrange for any Crypto Assets due under those agreement to be delivered to a designated collateral account and (ii) place an order through the designated collateral account under the terms of the Custodial Services Agreement. With the assistance of the Custodian and the relevant exchanges, the Collateral Agent or the Issuer will undertake to liquidate the assets as soon as possible assuming sufficient liquidity is available in the market.”

AMENDMENTS TO THE FEES RELATED TO THE PRODUCT SECTION

Under the heading Crypto Asset Collateral on page 86, the first sentence shall be deleted and replaced with the following:

“The Crypto Asset Collateral is the amount of physical Crypto assets or assets denominated in Crypto backing the Product.”

AMENDMENTS TO THE AUTHORISED PARTICIPANT’S ROLE SECTION

The heading “Initial Authorised Participants” on page 87 of the Base Prospectus shall be deleted and replaced with the heading “Authorised Participants” and the following additional text shall be added at the end of that section:

“*Lang & Schwarz*”

The information in this section (Lang & Schwarz) consists only of information published by Lang & Schwarz. The Issuer accepts responsibility for the accurate reproduction of such information. As far as the Issuer is aware and is able to ascertain from information published by Lang & Schwarz, no facts have been omitted which would render such reproduced information inaccurate or misleading.

Lang & Schwarz TradeCenter AG & Co. KG, a subsidiary of the Lang & Schwarz AG which is a holding company that was founded on January 19th in 1996, is located on Breite Straße 34, in 40213 Düsseldorf, Germany. The entity is mainly focused on market making of securities such as exchange traded products, equities, mutual funds, fixed income products and derivatives, issued by Lang & Schwarz AG. Its core business is the German market where it is engaged in market making on Börse

Stuttgart and solely on the LS Exchange, an electronic trading platform operated by Börse Hamburg since 2016.”

AMENDMENTS TO THE INFORMATION ABOUT THE ISSUER SECTION

Under the heading Group on page 90 of the Base Prospectus, the text shall be deleted and replaced with the following:

“As at 8 May 2020, the Issuer is a fully owned subsidiary of Amun Holdings Limited, CO Services Cayman Limited, PO Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.”

Under the heading Financial Statements on page 93 of the Base Prospectus, the first paragraph shall be deleted and replaced with the following:

“The Issuer has published financial statements for the year ending 31 December 2019. The Issuer’s annual financial statements will be available at <https://21shares.com/ir#financials>.

The financial year of the Issuer will end on 31 December of each year.

AMENDMENTS TO THE GENERAL INFORMATION SECTION

Under the heading Business on page 91 of the Base Prospectus the text shall be deleted and replaced with the following:

“Amun AG was set up to issue exchange traded products and other financial products linked to the performance of Crypto Assets such as Bitcoin (BTC), Ethereum Ether (ETH), Bitcoin Cash (BCH), Ripple (XRP), Litecoin (LTC), Stellar Lumens (XLM) and EOS (EOS) and indices of Crypto Assets. The Issuer will also engage in other activities related to the issuance of the Exchange Traded Products and the maintenance of the Programme and the creation of new crypto-linked financial products. It does not have other revenue generating business activities.”

Under the heading Documents on Display on page 117, the following new item shall be added at the end of the list:

- “the Additional Pledge Agreements”

Under the heading Description of Service Providers on page 117, the following additional text shall be included:

“Sudrania Fund Service Corporation (“Sudrania”) is a corporation incorporated in the State of Illinois in the United States of America with identification number 72079728. Sudrania has its registered office at 633 Rogers Street, Suite 106, Downers Grove, IL 60523. Sudrania Fund Services is a fund accounting and fund technology company providing NAV Calculation and other services. It provides fund administration for hedge funds, commodity pools, private equity funds, and digital asset funds. Sudrania was established with the purpose of accomplishing such lawful business and activities as determined by its shareholders.”

AMENDMENTS TO APPENDIX 1 – GLOSSARY OF FREQUENTLY USED TERMS

The definitions of “Administrator”, “Collateral”, “Issuer Security” and “Security Documents” shall each be deleted and replaced with the following:

“**Administrator** means MG Stover & Co., or Sudrania Fund Services Corporation as specified in the relevant Final Terms and any successor administrator(s).”

“**Collateral** means the Underlyings or Underlying Components credited to the Collateral Account and other assets denominated in the Underlyings or Underlying Components which serve as collateral for the Product.”

“Issuer Security means the security created over the Collateral in favour of the Collateral Agent pursuant to the Pledge of Collateral Account Agreement, the ACA and the Additional Pledge Agreements.”

“Security Documents means the ACA, the Pledge of Collateral Account Agreement and the Additional Pledge Agreements.”

Annex A

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Products are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (the **IDD**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**).]

FINAL TERMS DATED [•]

21SHARES AG

(incorporated in Switzerland)

Issue of
[number] Products (the **Products**)

pursuant to the Issuer's
Exchange Traded Products Programme

This document constitutes the Final Terms of the Products described herein.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions of the Products (the **Conditions**) issued by 21Shares AG (the **Issuer**) set forth in the Base Prospectus dated 13 November 2019[, as supplemented by the Supplements thereto dated [•]] (the **Base Prospectus**). This document constitutes the Final Terms of the Products described herein and must be read in conjunction with the Base Prospectus (and any supplement thereto). Full information on the Issuer and the offer of the Products is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus (together with any supplement thereto) is available for viewing at the registered office of the Issuer and on the website of the Issuer (<http://21shares.com/en/ir#prospectus>) by selecting Base Prospectus. The Final Terms will be available for viewing at the registered office of the Issuer and on the website of the Issuer (<http://21shares.com/en/ir#final-terms>) by selecting Base Prospectus and then Final Terms and the respective Security Code.

[The Base Prospectus, together with the Final Terms, constitutes the listing prospectus with respect to the Products described herein for the purposes of the listing rules of the SIX Swiss Exchange in their version dates as of 1 January 2020.] [In accordance with article 58a of the Listing Rules of SIX, the Issuer has appointed Homburger AG, located at Prime Tower, Hardstrasse 201, 8005 Zurich, Switzerland, as recognised representative to file the listing application with SIX.]

Issue Date	[•]
Series	[•]
Tranche	[•]
Date on which Products become fungible	[Not Applicable / The Products shall be consolidated and form a single series with the existing tranches on the [Issue Date] / [Insert date]].
Aggregate Number of Products represented by this Tranche	[•] / [Up to [•]]

Issue Price	<p>The initial Crypto Asset Collateral is comprised of the following Crypto Assets per Product: <i>[to be inserted]</i>.</p> <p><i>The Issue Price is subject to any applicable fees and commissions of the person offering the Product.</i></p>
Underlying	[•] [Basket] [Index]
[Basket]	[Applicable] [Not Applicable]
[Index]	<p>[Applicable] [Not Applicable]</p> <p>[Index: [21 Shares Index] / [•]]</p> <p>[Index Sponsor: [•]]</p> <p>[Publishing Party: [•]]</p> <p>[Index Calculation Agent: [•]]</p>
[Underlying Component]	<p>[•] Weight: [•] Relevant Underlying Exchange: [•] Relevant Currency: [•]</p> <p>[•] Weight: [•] Relevant Underlying Exchange: [•] Relevant Currency: [•]</p> <p>[•] Weight: [•] Relevant Underlying Exchange: [•] Relevant Currency: [•]</p> <p>[•] Weight: [•] Relevant Underlying Exchange: [•] Relevant Currency: [•]</p> <p>[Not Applicable]</p>
Redemption Amount	<p><i>The Redemption amount is calculated as follows:</i></p> <p>[•].</p> <p>The Redemption Amount may also be subject to additional fees related to the transfer of fiat assets.</p> <p>The Redemption Amount per Product shall not be less than the smallest denomination of the Settlement Currency (<i>i.e.</i>, U.S.\$0.01, €0.01, CHF 0.01, £0.01 or the equivalent in other Settlement Currencies).</p> <p>Redemptions by Authorised Participants pursuant to Condition 5.4 (<i>Redemption at the Option of an Authorised Participant</i>) shall be settled on an in-kind basis unless the Issuer permits such redemption to be settled in accordance with Condition 5.3 (<i>Cash Settlement</i>). The calculation of the Redemption Amount may fluctuate as a result of tracking errors relating to the Underlyings, as described in the section headed "<i>Risk Factors</i>" set out in the Base Prospectus.</p>
Amount of any expenses and taxes specifically charged to the subscriber or purchaser	<p>Investor fee of [•]% of the aggregate value of the Crypto Asset Collateral annually. Fee will be calculated on a daily basis at 17:00 CET/CEST (the closing time of the SIX Swiss Exchange). Fees related to the Product will be collected in-kind.</p>
Investor Put Date	[•] in each year
[Final Fixing Date]	[•]

[Initial Fixing Date]	[•]
Product Calculation Agent	[Name: [•] Address: [•]]
Calculation Agent:	Name: [•] Address: [•]
Index Calculation Agent:	Name: [•] Address: [•]
Administrator:	Name: [•] Description: [•]
Swiss Paying Agent	[•] / [Not Applicable]
[Additional Paying Agent]	[•] / [Not Applicable]
[Cash Settlement]	[•]
Settlement Currency	[USD] / [EUR] / [other]
Exchange	[SIX Swiss Exchange] [•]
[Exchange Business Day]	[As indicated in General Terms and Conditions] / [Other]
Market Maker	[•]
Authorised Participant	[•]
Custodian	[•]
Minimum Investment Amount	[Not Applicable] / [•]
Minimum Trading Lot	[Applicable] [Not Applicable] [USD] [EUR] [CHF] [GBP] [•]
Representative	In accordance with article 58a of the Listing Rules of the SIX Swiss Exchange, the Issuer has appointed [•], located at [•], as recognised representative to lodge the listing application with the SIX Exchange Regulation of the SIX Swiss Exchange.
Significant or material change statement	[Save as disclosed in [refer to any relevant disclosure],] There has been no significant change in the financial or trading position of the Issuer and there has been no material adverse change in the financial position or the prospects of the Issuer since [insert date of latest annual or interim financial statements].]
Responsibility	The Issuer accepts responsibility for the information contained in these Final Terms.
[Third Party Information]	[[Relevant third party information] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to

	ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]
Date of Board of Directors approval of issuance	[•]

Signed on behalf of the Issuer:

By: _____

Duly authorised

PART B – OTHER INFORMATION

<i>Listing and admission to trading</i>	[Application has been made for the Products to which these Final Terms apply to be admitted to [the SIX Swiss Exchange] [and] [other]] [Not Applicable]
<i>Interests of natural and legal persons involved in the issue</i>	[So far as the Issuer is aware, no person involved in the offer of the Products has an interest material to the offer] / [give details]
<i>Additional Selling Restrictions</i>	[Not Applicable] [specify]
<i>Security Codes</i>	[•]
<i>Names and Addresses of Clearing Systems</i>	[SIX SIS AG, [specify address] / [give details of additional or alternative clearing system(s)]
<i>Terms and Conditions of the Offer</i>	
<i>Offer Price:</i>	[Issue Price]/ [specify]
<i>Conditions to which the offer is subject:</i>	Offers of the Products are conditional upon their issue and, as between the Authorised Offeror(s) and their customers, any further conditions as may be agreed between them
<i>Description of the application process:</i>	[Not Applicable] / [give details]
<i>Description of the possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:</i>	Not Applicable
<i>Details of the minimum and/or maximum amount of application:</i>	Not Applicable
<i>Details of the method and time limited for paying up and delivery the Products:</i>	[Not Applicable] / [give details]
<i>Manner in and date on which results of the offer are made available to the public:</i>	[Not Applicable] / [give details]
<i>Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:</i>	Not Applicable
<i>Whether tranche(s) have been reserved for certain countries:</i>	[Not Applicable/Offers may be made by offerors authorised to do so by the Issuer in [] to any person [].

<p><i>Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:</i></p>	<p>[Not Applicable] / [give details]</p>
<p><i>Name(s) and address(es), to the extent known to the Issuer, of the places in the various countries where the offer takes place:</i></p>	<p>[Not Applicable] / [give details]</p>
<p><i>Name and address of financial intermediary/ies authorised to use the Base Prospectus, as completed by these Final Terms (the Authorised Offerors):</i></p>	<p>[] [and] [each Authorised Participant expressly named as an Authorised Offeror on the Issuer's website ([insert Issuer's web address]).</p>