Dated 20 February 2026

*This document constitutes the base prospectus for the purposes of Article 8 of the prospectus regulation (EU) 2017/1129 (the **Prospectus Regulation**) in respect of equity and non-equity derivative securities (the **Base Prospectus**) of 21Shares AG.*

21Shares AG
(*incorporated in Switzerland*)

LEI: 254900UWHMJRRODS3Z64

Exchange Traded Products Programme

Under the terms of its Exchange Traded Products Programme (the **Programme**) described in this Base Prospectus, 21Shares AG (the **Issuer** or **21Shares**), subject to compliance with all applicable laws and regulations, may from time-to-time issue exchange traded products (the **ETPs** or the **Products**) in the forms set out in this Base Prospectus, as completed by the final terms in respect of the relevant Product (the **Final Terms**).

Products issued under the Programme will be exchange traded products, which do not qualify as units of a collective investment scheme according to the relevant provisions of any regime regulating collective investment schemes in any jurisdiction, including but not limited to, the EU UCITS Directive, the EU AIFM Directive and the Swiss Federal Act on Collective Investment Schemes (CISA), and are not licensed under any such regulatory regime in any jurisdiction. Therefore, the Products are neither governed by, nor supervised by or approved by any competent authority under any such regulatory regime. Accordingly, Investors do not have the benefit of the specific investor protection provided under any such regulatory regime. Any investment in the Products does not have the status of a bank deposit and is not within the scope of any deposit protection scheme. The Issuer is not and will not be regulated by any regulator as a result of issuing the Products. The Issuer does not provide portfolio management or investment advisory services to investors.

The Products have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or with any securities regulatory authority of any State or other jurisdiction of the United States and (i) may not be offered, sold or delivered within the United States to, or for the account or benefit of U.S. Persons (as defined in Regulation S (**Regulation S**) under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws and (ii) may be offered, sold or otherwise delivered at any time only to transferees that are Non-United States Persons (as defined by the U.S. Commodities Futures Trading Commission). **The Products have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities passed upon or endorsed the merits of the offering of the Products or approved this Base Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.** For a summary of certain restrictions on sale and resale, see "*Offering and Sale*".

The Products and the underlying collateral in respect of the Products are highly speculative and involve a high degree of risk, including the risk of a total loss of all capital invested. See "*Risk Factors*".

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under additional law.

The offering or sale of the Products in certain jurisdictions may be restricted by law including because of certain Underlyings or Underlying Components. For a description of certain restrictions on offers and sales of Products and on the distribution of this Base Prospectus, see the section headed "*Offering and Sale*". Persons who obtain possession of this Base Prospectus and/or the Product Documentation are required to inform themselves about and to adhere to any such restrictions. Neither this Base Prospectus nor the Product Documentation constitutes or may be used for the purposes of, an offer or solicitation to subscribe for or to purchase any Product in any jurisdiction in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. Accordingly, this Base Prospectus or the Product Documentation should not be used by anyone for this purpose.

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OVERVIEW OF THE PROGRAMME

The following overview of the Programme and the Products does not purport to be complete and is subject to and qualified by the detailed information contained elsewhere in this Base Prospectus and in the Final Terms in respect of each Tranche of Products. Words and expressions not defined in this overview shall have the meanings given to them elsewhere in this Base Prospectus.

Description of the Programme

Pursuant to this Programme the Issuer may issue collateralised exchange traded securities (Products) linked to Underlyings or a basket of Underlyings providing exposure to the price development of a range of Crypto Assets and/or, where applicable, Commodity Assets, Equity Assets and/or other eligible Underlyings. Such Products may have long or short exposure to the daily performance of the referenced index.

Parties and Features of the Programme

Issuer................	21Shares AG is a stock corporation (*Aktiengesellschaft*) with its registered office and address at Pelikanstrasse 37, 8001 Zurich, Switzerland. The Products will be obligations solely of the Issuer and will not be guaranteed by, or be the responsibility of, any other entity.
The Programme...........	On 13 November 2018, the Issuer established a programme (the **Programme**) for the issuance of Products. The Final Terms relating to each Series of Products will specify the detailed terms applicable to such Series of Products.
Base Prospectus	This Base Prospectus has been approved by the Swedish Financial Supervisory Authority *Finansinspektionen* (the **SFSA**), as competent authority under Regulation (EU) 2017/1129. The SFSA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the issuer that is the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the securities. The Base Prospectus permits for an offer of Products to the public in Sweden and/or an admission to trading of securities on a regulated market in Sweden. The Issuer may request the SFSA to notify the approval of the Base Prospectus to other EEA Member States in accordance with the Prospectus Regulation for

the purposes of making a public offer in such Member States or for admission to trading of all or any Series of Products on a regulated market therein, or both. As at the date of this Base Prospectus the Issuer has asked the SFSA to notify approval of the Base Prospectus to the competent authorities in Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia and Spain.

Warning regarding expiry and supplement(s)............. Investors should note that this Base Prospectus shall be valid for 12 months after its approval, provided that it is completed by any supplement required pursuant to Article 23 of the Prospectus Regulation. The Issuer shall prepare a supplement (each, a **Supplement**) to this Base Prospectus or publish a new base prospectus if there is a significant change affecting any matter contained in this Base Prospectus or a significant new matter arises, the inclusion of information in respect of which would have been so required if it had arisen when this Base Prospectus was prepared and/or pursuant to Article 23 of the Prospectus Regulation. The obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid.

Transaction Structure.. Under the Programme, the Issuer may issue Products of a Series to Authorised Participants appointed in respect of such Series.

For a description of the creation and redemption processes, as well as a description of the principal parties and transaction documents related to the Programme, see "*Summary of the Parties and the Structure*".

It is intended that Authorised Participants will sell Products in the secondary market to Investors who have directly approached the Authorised Participant(s) for a purchase price agreed between the Authorised Participant and such Investor(s) in respect of the Products. Investors will also be able to purchase Products on the secondary market on a securities exchange or other trading venue on which the Products are listed. Investors may sell the Products from time-to-time in the secondary market to third parties or to Authorised

Participants. As such, the Products are freely transferrable on the secondary market.

Issuance of Series of Products………………..	Products issued under the Programme are issued in series (each, a **Series**), and each series may comprise one or more tranches (each, a Tranche) issued on identical terms other than the Issue Date and Issue Price per Product and with the Products of each Tranche of a Series being interchangeable with all other Products of that Series. Each Tranche is subject to Final Terms.
Product documentation…	Each Series will be subject to the General Terms and Conditions set forth in this Base Prospectus (the **General Terms and Conditions**), as completed by the relevant Final Terms relating to such Series (together, the **Product Documentation**). In the event of any inconsistency between the General Terms and Conditions and the Final Terms, the Final Terms shall prevail.
Collateral Agent……….	The Law Debenture Trust Corporation p.l.c. or any other collateral agent specified in the applicable Final Terms.
Custodian…………….	Coinbase Custody Trust Company, LLC, Copper Markets (Switzerland) AG, Zodia Custody Limited, Coinbase Custody International, Ltd., Bank Frick AG, JPMorgan Chase Bank N.A., Anchorage Digital Bank N.A., BitGo Bank and Trust, NA., as specified in the applicable Final Terms or additional or any successor custodian.
Administrator………	NAV Consulting, Inc. or any other administrator specified in the relevant Final Terms.
Global Paying Agent….	Bank Frick AG The Issuer may appoint additional paying agents (including a Swiss Paying Agent) in relation to a Series of Products if required by the rules of any securities exchange on which Products are listed or admitted to trading.

Authorised Participants……….	Jane Street Financial Limited, Flow Traders B.V., DRW Europe B.V., Virtu Financial Ireland Limited, Lang & Schwarz Tradecenter AG & Co. KG, Goldenberg Hehmeyer LLP, Bluefin Europe LLP, Société Générale Only an Authorised Participant may engage in creation or redemption transactions directly with the Issuer (other than in limited circumstances). The Issuer reserves the right to change, increase or decrease the number of Authorised Participants or any individual firm.
Market Maker(s)...........	The Market Maker(s) specified in the relevant Final Terms.
Index Calculation Agent	The Index Calculation Agent specified in the relevant Final Terms.
Continual Issuance and Redemption……………	It is intended that the Products of each Series shall be subject to a continual issuance and redemption mechanism, under which additional Products of such Series may be issued, and Products may be redeemed by Authorised Participants.
Terms and Conditions of Products……………...	Each Series of Products will have the terms and conditions set out in the section of this Base Prospectus headed "*General Terms and Conditions*", as completed by the Final Terms in respect of each Tranche of that Series.
Issue Price……………..	The Issue Price in respect of each Tranche of Products will be set out in the Final Terms with respect to such Tranche.
Interest…………………	The Products will not bear interest at a prescribed rate.
Underlyings and Underlying Components…	The Underlyings or, in the case of Products linked to an Index or a Basket, Underlying Components for each Series of Products will be specified in the relevant Final Terms. The Underlyings or Underlying Components may only consist of Crypto Assets, Commodity Assets, Equity Assets and/or any fiat currencies (cash) used as a reference currency in any short exposure towards

Crypto Assets or any stablecoin pegged to that respective fiat currency (as further described below).

Crypto Assets…………	The only digital assets eligible to be used as Underlyings or Underlying Components under the Programme consist of any digital asset(s) within the range of crypto assets directly or indirectly related to the 200 largest cryptocurrencies or currencies measured by market capitalization in USD (at the time of initial listing of the Product), as published on the price source coinmarketcap.com, (the "**Crypto Assets**").
Commodity Assets……..…	The commodity(ies) in the form of precious metals specified as Underlying Component(s) in the applicable Final Terms (the "**Commodity Assets**").
Equity Assets……………….	The relevant Equity Assets specified as Underlying in the applicable Final Terms (the "**Equity Assets"**).
Types of exposure…………	Each Series of Products can provide long exposure, leveraged exposure or short exposure towards the relevant Underlying(s) or Underlying Components, all as further described below and as specified in the applicable Final Terms for a particular Series of Products.
Long exposure…………	A long exposure is designed to have a positive impact on the value of the Series of Products where the relevant Underlyings or Underlying Components increase in value. Conversely, where the Underlyings or Underlying Components decrease in value, a long exposure will have a negative impact on the value of the relevant Series of Products. A Series of Products may provide long, non-leveraged, exposure towards any Underlyings or Underlying Components eligible under the Programme.
Short exposure…………	A short exposure is designed to have a positive impact on the value of the Series of Products where the relevant Underlyings or Underlying Components decrease in value. Conversely, where the Underlyings or Underlying Components increase in value, a short exposure will have a negative impact

on the value of the relevant Series of Products. A Series of Products may only provide short, non-leveraged, exposure towards any Underlyings or Underlying Components in the form of Crypto Asset(s) or fiat currencies or any stablecoin pegged to that respective fiat currency, and not towards any other Underlyings or Underlying Components eligible under the Programme. In case of short exposure towards Crypto Asset(s), fiat currencies or any stablecoin pegged to that respective fiat currency serve as the reference currency against which the value of the Crypto Asset(s) are being measured.

Leveraged exposure…………	A Series of Product may provide a long exposure which is leveraged two times (2x) the performance of the Underlyings or Underlying Components. The leverage factor is designed to magnify the positive impact of the long exposure if the Underlyings or Underlying Components increase in value. But the leverage factor will magnify the impact of any change in value of the Underlyings or Underlying Components, positive as well as negative. No Series of Products may provide a higher leverage factor than two times (2x) the performance of the Underlyings or Underlying Components. A Series of Products may only provide short, non-leveraged, exposure towards any Underlyings or Underlying Components in the form of Crypto Asset(s). Leveraged short exposures are not available under the Programme.
Collateral………………	The eligible collateral is credited to the Collateral Account which serves as collateral to secure the obligations of the Issuer. The Issuer may select collateral eligible pursuant the applicable Listing Rules at its own discretion (please refer to "Collateral & Summary of Security Arrangements"). Unless otherwise specifically indicated in the relevant Final Terms, the Underlying or Underlying Component or rights thereto will serve as initial collateral.
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.

Redemption…………… The Products are perpetual ("open-ended") and have no fixed maturity.

The Issuer may terminate and redeem a Series of Products in whole but not in part at any time, at the Issuer's sole discretion and without any further prior consent of the Investors, on a redemption date set out in a termination notice published by the Issuer in accordance with the Conditions.

For Products related to Crypto Assets and/or Commodity Assets

The reference to the "Conditions" in the paragraphs below refer to the Conditions as per the General Terms and Conditions for Products related to Crypto Assets and/or Commodity Assets.

The Issuer shall, at the option of any Investor holding Products, upon such Investor giving not less than 30 nor more than 60 days' written notice, via the financial intermediary administering the relevant securities account, to (i) the Global Paying Agent if the Products are listed on SIX or (ii) the Issuer if the Products are not listed on SIX, redeem the Products held by such Investor, in an amount of Products corresponding to such Investor's Redemption Order, on the Investor Put Date specified in the relevant Final Terms on an in-kind basis in accordance with Condition 5.4 (*Redemption of Products by Delivery of the Crypto Asset Collateral for such Products*) unless the relevant Investor specifies in the applicable Redemption Order that the procedures set forth in Condition 5.5 (*Cash Settlement*) shall apply or the Investor is prohibited for legal or regulatory reasons from receiving delivery of the Crypto Asset Collateral, in which case such redemption to be settled in accordance with Condition 5.5 (*Cash Settlement*). For Products where the Underlying is an Index or a basket of Underlying Components, any redemption to Investors is to be settled in accordance with Condition 5.5 (*Cash Settlement*).

Authorised Participants may request the Issuer to terminate and redeem all or part of its holding of Products by delivery of the Crypto Asset Collateral and, where applicable, Commodity Asset Collateral for such Products in accordance with Condition 5.3 (*Redemption at the Option of an Authorised Participant*) and the relevant Authorised Participant Agreement. Redemptions by Authorised

Participants shall be settled on an in-kind basis unless the Issuer permits such redemption to be settled in accordance with Condition 5.5 (*Cash Settlement*).

For Products related to Equity Assets

The reference to the "Conditions" in the paragraphs below refer to the Conditions as per the General Terms and Conditions for Products related to Equity Assets.

The Issuer shall, at the option of any Investor holding Products, upon such Investor giving not less than 30 nor more than 60 days' written notice, via the financial intermediary administering the relevant securities account, to (i) the Global Paying Agent if the Products are listed on SIX or (ii) the Issuer if the Products are not listed on SIX, redeem the Products held by such Investor, in an amount of Products corresponding to such Investor's Redemption Order in accordance with Condition 5.4 (*Redemption of Products via Cash Settlement*).

Authorised Participants may request the Issuer to terminate and redeem all or part of its holding of Products by delivery of the Equity Asset Collateral for such Products in accordance with Condition 5.3 (Redemption at the Option of an Authorised Participant) and the relevant Authorised Participant Agreement. Redemptions by Authorised Participants shall be settled on an in-kind basis unless the Issuer permits such redemption to be settled in accordance with Condition 5.4 (Cash Settlement).

Redemption Amount… *For Products related to Crypto Assets and/or Commodity Assets*

The reference to the "Conditions" in the paragraphs below refer to the Conditions as per the General Terms and Conditions for Products related to Crypto Assets and/or Commodity Assets.

Other than in respect of redemptions pursuant to Condition 5.3 (*Redemption at the Option of an Authorised Participant*) or Condition 5.4 (*Redemption of Products by Delivery of the Crypto Asset Collateral for such Products*), which shall be settled on an in-kind basis, an amount in the Settlement Currency payable by the Issuer to the Investors calculated as specified in the relevant

Final Terms; provided, however, that in the case of an Extraordinary Event pursuant to Condition 17, the Redemption Amount shall be reduced and may be as low as zero (*i.e.*, U.S.$0.00, €0.00, CHF 0.00, £0.00 or the equivalent in other Settlement Currencies).

For Products related to ***Equity Assets***

The reference to the "Conditions" in the paragraphs below refer to the Conditions as per the General Terms and Conditions for Products related to **Equity Assets**.

Other than in respect of redemptions pursuant to Condition 5.3 (*Redemption at the Option of an Authorised Participant*) or Condition 5.4 (***R****edemption of Products via Cash Settlemen*t), which shall be settled via cash, an amount in the Settlement Currency payable by the Issuer to the Investors calculated as specified in the relevant Final Terms; provided, however, that in the case of an Extraordinary Event pursuant to Condition 17, the Redemption Amount shall be reduced and may be as low as zero (*i.e.*, U.S.$0.00, €0.00, CHF 0.00, £0.00 or the equivalent in other Settlement Currencies).

Investor's Exposure to the Performance of the Applicable Index…….. If Products are related to an Index, the return on each Series of Products will, unless otherwise specified in the applicable Final Terms, be linked to the performance of the applicable Index, as the Redemption Amount will be derived from the closing price of such Index on the relevant price fixing date.

The Index…………….. In respect of any Series of Products, the index specified in the Final Terms.

Index Administrator….. MarketVector Indexes GmbH (**MVIS**) is the administrator of a family of indices. MVIS is included in the register referred to in Article 36 of the Benchmark Regulation and consequently each index administered by MVIS is provided by an administrator included in said register.

Kaiko Indices SAS is a benchmark administrator authorized and regulated by the French Financial Markets Authority (**AMF**) under Regulation (EU) 2016/1011 (**EU Benchmark Regulation** or **BMR**).

Bitwise Index Services, LLC is a Delaware Limited Liability Company and is located at 300 Brannan Street, Suite 201, San Francisco, CA 94107. Bitwise Index Services, LLC. acts as Index Calculation Agent with respect to the Products

Events of Default and Insolvency Event……..

If the Issuer fails to pay any amount due in respect of a Series of Products when due and such failure continues for a period of 10 Swiss business days (an **Event of Default**), then Investors holding at least 25% of the outstanding Products in the relevant Series may, by notice in writing to the Issuer (at its registered office) and the Collateral Agent (at its specified office) (with a copy to the Administrator), declare all the Products in such Series to be, and whereupon they shall become, immediately redeemable without further action or formality (an **Acceleration**).

Upon the Issuer being declared bankrupt within the meaning of article 736 No. 3 of the Swiss Code of Obligations and the DEBA by a competent court (an **Insolvency Event**), all the Products shall become immediately redeemable without further action or formality.

Enforcement…………

Upon the occurrence of an Event of Default or Insolvency Event, the Collateral Agent shall: (i) in the case of an Event of Default, if so instructed by Investors representing not less than 25% of Products in the relevant Series in writing; or (ii) in the case of an Insolvency Event, if so instructed by any Investor in writing, serve an Enforcement Notice on the Issuer and subject as provided in the Collateral Agent Agreement, at any time and without notice, institute such proceedings and/or take such action, step or proceedings as it may think fit against, or in relation to, the Issuer or any other person to enforce its rights under any of the Product Documentation.

Subject to the provisions of the Collateral Agent Agreement, at any time after the Issuer Security has become enforceable, the Collateral Agent shall, 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.

Obligations of the Issuer……………………

The Products will be obligations solely of the Issuer.

In particular, the Products will not be obligations or responsibilities of, or guaranteed by, the Collateral Agent, the Global Paying Agent, the Product Calculation Agent, PCF Calculation Agent, or any other partner or affiliate of the Issuer, any direct or indirect shareholder of the Issuer or any Authorised Participant.

The Issuer was established for the purpose of issuing listed and Exchange Traded Products. If the net proceeds of realisation of the Collateral in respect of a particular Product are less than the aggregate amount payable in such circumstances by the Issuer in respect of the Product, the investors in such Products may face losses.

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.

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 New York or by the laws of England and Wales, as applicable.

Listing and Admission to Trading………………..

Several existing Products are admitted to trading on one or more regulated market(s) and/or multilateral trading facility(ies). Application may be made for the Products in any Series to be admitted to the SIX Swiss Exchange and/or one or more regulated market(s) and/or multilateral trading facility(ies) in Sweden and any other EEA Member State to which this Base Prospectus has been duly notified in accordance with Article 25 of the Prospectus Regulation.

Selling and Transfer Restrictions…………….

Save for (i) the approval of this Base Prospectus by the SFSA which allows for a public offering of the Products in Sweden and any notification of the approval to other EEA Member States in accordance with the Prospectus Regulation for the purposes of making a public offer in such Member States and (ii) if and when this Base Prospectus (together with any supplements hereto) is automatically recognised in accordance with article 54(2) of the Swiss Financial Services Act of 15 June 2018, as amended (**FinSA**) by, and deposited with, a review body within the meaning of article 52 of the FinSA (any such review body, a **Swiss Review Body**) as a base prospectus within the meaning of article 45 of the FinSA, and the respective Final Terms have been deposited with such Swiss Review Body in accordance with article 45(3) of the FinSA, a public offering and/or admission to trading on a trading venue of Products in Switzerland, no action has been or will be taken by the Issuer that would permit a public offering of any Products or possession or distribution of any offering material in relation to any Products in any jurisdiction where action for that purpose is required. No offers, sales, resales, or deliveries of any Products or distribution of any offering material relating to any Products may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

Settlement and Clearing

A Series of Products may, subject to all applicable legal and regulatory requirements, only be issued in uncertificated book-entry form and will be issued Tranches or Series. Once registered with SIX SIS AG and entered in the securities account of one or more participants, the Products will qualify as intermediated securities within the meaning of the Federal Intermediated Securities Act. Products may also be issued and cleared through any other additional clearing system specified in the Final Terms.

Cautionary statement regarding forward looking statements…….	Some statements in this Base Prospectus may be deemed to be forward looking statements. Forward looking statements include statements concerning the Issuer's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward looking statements. When used in this Base Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward looking statements. These forward looking statements are contained in the sections captioned "*Risk Factors*", "*Information About the Issuer*", "*General Description of Certain Underlyings or Underlying Components*" and other sections of this Base Prospectus. The Issuer has based these forward looking statements on its current view with respect to future events and financial performance. Although the Issuer believes that the expectations, estimates and projections reflected in its forward looking statements are reasonable as of the date of this Base Prospectus, if one or more of the risks or uncertainties materialise, including those identified in the section captioned "*Risk Factors*" or which the Issuer has otherwise identified in this Base Prospectus, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, events relating to the Issuer and the Issuer's actual results may be materially different from those expected, estimated or predicted. Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward looking statement is based.
Section 871(m)……………	means section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (or any successor provision of such code).

RISK FACTORS

This section contains a number of risk factors, both risks pertaining to the Issuer and pertaining to the ETPs. The assessment of materiality of each risk factor is based on the probability of their occurrence and the expected magnitude of their adverse impact is disclosed by rating the relevant risk as low, medium or high. Prospective investors should note that the materiality of each risk factor associated with the underlying exposure, is dependent on the particular asset(s) constituting the underlying exposure for the individual Series of ETPs as stated in the Final Terms applicable to such Series and, consequently, may differ between different Series of ETPs.

The risk factors are presented in categories where the most material risk factors in a category is/are presented first under such category. Subsequent risk factors in the same category are not ranked in order of materiality or probability of occurrence. Where a risk factor may be categorised in more than one category, such risk factor appears only once and in the most relevant category for such risk factor.

Certain capitalised terms used in this section are defined in the General Terms and Conditions and/or the Final Terms.

a. Risk factors relating to the Issuer

i. Market risk

Market volatility reflects the degree of instability and expected instability of the performance of, for example, the market for structured products over time. The level of market volatility is not purely a measurement of actual market volatility, but is largely determined by the prices for derivative instruments that offer investors protection against such market volatility. The prices of these derivative instruments are determined by forces such as actual market volatility, expected market volatility, other economic and financial conditions and trading speculations. Market volatility may result in the Issuer incurring losses despite hedging arrangements.

Risk Rating: high.

ii. Risks related to the limited business objective of the Issuer

The business activities of the Issuer concerns securities related to the Crypto Assets. The Issuer is a special purpose vehicle for the purpose of issuing debt securities within the meaning of the applicable Swiss laws and regulations. The protocols for the Crypto Assets are publicly available and could be subject to further innovation, meaning that these crypto-currencies may not mark the end of the evolution of digital currencies. If the Crypto Assets do not become successful or become less successful going forward and if the Issuer cannot adapt to such changed circumstances, the Issuer may be unsuccessful in carrying out its business which may lead to a decrease in the value of the ETP.

Risk Rating: medium.

iii. Credit risk

Investors are exposed to the credit risk of the Issuer and the relevant Custodian(s). 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 to which the Issuer is exposed. 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.

Risk Rating: medium.

Operational risk

Operational risks are risks relating to losses which the Issuer may encounter on grounds of incorrect or insufficient procedures, errors caused by humans or systems as well as legal risks (including disputes). If the direction or control has been insufficient it may adversely affect the hedging arrangements which can negatively impact the Issuer's operating result and financial position. As a result, the Issuer's operations and financial position are exposed to operational risks.

Risk Rating: low.

iv. Business risks

Business risks are risks that arise as a consequence of external circumstances or events that harm the Issuer's image or performance. The Issuer's ability to conduct its business is dependent on its ability to comply with rules and regulations. The failure to pass any audit regarding the Issuer's compliance with rules and regulations or to be found in breach of regulations applicable to the Issuer could result in fines or adverse publicity which could have a material adverse effect on the business and which may lead to decreased results of operations and financial condition. New legislation or regulations, decisions by public authorities or changes regarding the application of or interpretation of existing legislation, regulations or decisions by public authorities applicable to the Issuer's operations, the ETPs and / or the Crypto Assets, may adversely affect the Issuer's business or investment in the ETPs. The Issuer depends on a supply of Crypto Assets from reputable and verifiable exchanges and/or OTC platforms, as determined by the Issuer. These exchanges are impacted by global and local economic conditions, market sentiment and regulatory changes. Should this supply be constrained or a disruption to Authorised Exchanges occur, the Issuer may be unable to issue additional securities, which may, in turn, adversely impact the Issuer's financial performance and creditworthiness. Business risk may involve unexpected changes to the Issuer's result.

Risk Rating: low.

v. 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 relevant Custodian(s), the Administrator, Wallet Provider(s), Depositaries, 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 relevant Custodian(s), the Issuer will be exposed to the credit risk of depository institutions with whom it holds cash and other Crypto Assets or Commodity 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 and, where applicable, Commodity Assets are maintained by the relevant Custodian(s) in segregated accounts, which are intended to be protected in the event of insolvency of such Custodian. However, any insolvency of the relevant Custodian(s) may result in delayed access to Crypto Assets and, where applicable, Commodity 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.

The Global Paying Agent for the Products is responsible for: (i) disbursing fiat currency in the event of a redemption of the Products; 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. 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. Consequently, investors are relying on the creditworthiness of the Global Paying Agent in respect of the performance of its obligations under the relevant agreement to make or facilitate payments to investors.

It is important to note that no party, including the Wallet Providers, Custodian(s) 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.

Risk Rating: low.

b. Risk factors relating to the ETPs

i. Market risk due to lack of capital protection

The ETPs issued under this Base Prospectus do not provide for any capital protection of any amount payable under the ETPs. This causes a risk for investors in the ETPs since parts of or the entire invested amount may be lost due to the market risk associated with the exposure of the ETPs. In other words, if the price of the relevant Index, Underlying or Underlying Components develops in a manner which is unfavourable for the Investors then the terms do not provide for any level of protected capital and the Investors will sustain the full loss corresponding to the unfavourable development of the relevant Index, Underlying or Underlying Components. Where the ETPs provide a long exposure (i.e. the relevant ETPs have been designed to benefit in the event of a rise in the price of the relevant index, Underlying or Underlying Component) and the relevant price instead remains flat or falls this would have a material adverse effect on the market value of such ETPs and the Investors would sustain losses. Conversely, where the ETPs provide a short exposure (i.e. the relevant ETPs have been designed to benefit in the event of a fall in the price of the relevant index, Underlying or Underlying Component) and the relevant price instead remains flat or rises this would have a material adverse effect on the market value of the ETPs and the Investors would sustain losses. Depending on the performance of the relevant Index, Underlying or Underlying Components Investors may sustain a loss up to their entire investment.

Risk Rating: high.

ii. Risks associated with Staking

Certain Crypto Assets can be used for staking, a consensus algorithm used by some blockchains to validate transactions. Such Crypto Assets are subject to the risk of slashing. Slashing is a mechanism built into proof of stake blockchain protocols to discourage validator misbehaviour. Slashing is designed to incentivize node security, availability, and network participation. The two key misbehaviours that incur slashing are downtime and double signing. While the specifics of slashing are defined within each protocol, the mechanism is similar: a predefined percentage of a validator's tokens are lost when it does not behave consistently or as expected on the network. Where the Issuer is the recipient of the staking rewards, if any, the Issuer will be exposed to such risks and consequently Investors' credit exposure towards the Issuer will increase if and to the extent any such risks occur. Where a portion of the staking rewards, if any, are shared with Investors in any particular Series of Products pursuant to the provisions in the applicable Final Terms, Investors in such Series of Products will in addition be exposed to such risks as the occurrence of such risks will decrease the benefits of the sharing of staking rewards applicable to such Series of Products.

Risk Rating: low.

c. *Risk factors relating to digital assets*

i. Regulatory risks

The legal status of crypto assets varies widely from country to country. In many countries, the legal status is not yet defined or is changing. Further, crypto assets are often traded on unregulated exchanges which are not subject to regulatory oversight. Some countries have made the use of crypto assets, such as Bitcoin, illegal. Other countries have banned crypto assets or securities or derivatives relating to them (including for certain categories of investors, e.g., products such as those offered by the Issuer may not be sold to retail investors in Belgium), prohibited local banks from working with Crypto Assets or otherwise restricted Crypto Assets. In addition, the legal treatment of Crypto Assets is often unclear, and there is uncertainty as to whether the underlying Crypto Assets are securities, money, commodities or property (although a counterexample to this is, for example, German law, which has included so-called Crypto Assets as financial instruments in German law since the beginning of 2020). In some countries, such as the United States, different government agencies define crypto assets differently, leading to regulatory conflict and uncertainty. This uncertainty is exacerbated by the rapid evolution of regulations. Some countries may explicitly restrict, prohibit or limit the acquisition, use, trading or redemption of Crypto Assets in the future. In such a scenario, the ownership or trading of securities replicating or linked to Crypto Assets, such as the Issuer's products, could be deemed illegal and subject to sanctions.

However, in recent years, numerous large and established banks and asset managers have invested in companies in the cryptocurrency space or have become involved with investments in cryptocurrencies. This trend appears to be significant and ongoing in nature. Numerous financial regulators have now generally accepted that cryptocurrencies are likely to remain as an asset class and, accordingly, have adopted a pragmatic stance to address the growing interest in cryptocurrencies by the investment community. The Issuer is therefore pursuing the objective of making its products more geographically accessible to a wider audience in part as a diversification strategy to mitigate this risk.

However, it is clearly difficult to predict how the regulatory outlook and policies regarding cryptocurrencies could and will change. A shift to a generally more negative view could lead to risk for invest or s as tightening regulations may restrict access for investors.

Risk Rating: High.

ii. The value of a Crypto Asset can change quickly and could even drop to zero

The price of any Crypto Asset can be volatile and may be affected by a variety of factors. Should demand for a Crypto Asset decrease, e. g. due to a sudden loss of confidence in such Crypto Asset attributed to it by market participants, or should it fail to achieve adoption among the Crypto Asset community or should it suffer technological or coding failures or hacks, for example, then its value could drop sharply and permanently , which in turn would adversely affect the price at which investors are able to trade the ETPs in the secondary markets. Such a course of events would probably worsen the liquidity (leading to low trading volumes), disposal opportunities and the market value for the ETPs and thus create risks of losses for investors. The value of a Crypto Asset and consequently the relevant ETPs could even drop to zero and Investors may experience significant difficulties in divesting their positions in the relevant ETPs.

Risk Rating: High.

iii. Valuation

Crypto Assets do not represent an underlying claim on income or profits, nor do they represent a liability that must be repaid and therefore lack an intrinsic value. Their price reflects the assessment of value by market participants (or a particular marketplace) and supply and demand dynamics. As a result, the value of Crypto Assets may be more speculative and more volatile than traditional assets which represent claims on income, or profits or debt.

The speculative nature of the underlying Crypto Assets can make it difficult to apply consistent valuation methods for the Crypto Assets and thereby the ETPs. Furthermore, extreme volatility can impact the ability of market participants to provide reliable, consistent pricing, which, in turn, could adversely affect the price at which investors are able to trade the ETPs in the secondary markets.

Risk Rating: High.

iv. Risk associated with development of protocols

The protocols for cryptocurrencies such as the Crypto Assets are publicly available and under development. Further development and acceptance of the protocols is dependent on a number of factors. The development of any of these digital currencies may be prevented or delayed, should disagreements between participants, developers and members of the network arise. New and improved versions of the source code will be "voted" in by a majority of the members/miners of the network carrying out the changes in their nodes, meaning upgrading their nodes to the latest version of the code. Should a situation arise where it is not possible to reach a majority in the network regarding the implementation of a new version of the protocol, this may mean that, among other things, the improvement of that protocol's scalability may be constrained. Should the development of one of the Crypto Assets' protocols be prevented or delayed, this may adversely affect its value. Further, as the structure of the protocols for the Crypto Assets is public, there is no direct compensation for protocol developers, which may reduce incentives for further development. Without further development, the value of the associated digital currency may decrease, affecting the value of the ETPs.

Further, without direct compensation for protocol developers, it could lead to decreased incentives for continuous development of the protocols. Should these protocols not develop further, the value of the associated digital asset will decrease, which in turn would affect the value of the ETPs. As protocols develop and mature and adoption increases among developers, this reduces both the probability that this risk would occur and the magnitude of the consequences of this risk would occur.

The risk rating is assessed to be medium. In relation to Crypto Assets with the largest market capitalization, the risk rating is assessed to be low in light of the large number of developers. For Crypto Assets with fewer active developers, (which is often correlated to a low market capitalization), the risk rating is higher, assessed to be at medium.

Risk Rating: medium

v. Risk in relation to Airdrops and Forks

The Crypto Assets held as Underlying or Underlying Components can be subject to events known as Airdrops or Forks (as defined below).

The effect of a Fork might be the existence of two or more versions of a Crypto Asset running in parallel that lack interchangeability. Following such an event, the Issuer, in accordance with its internal policy at that time, will determine in its sole discretion which of the resulting assets will be designated as the continuing Underlying for the ETP. There can be no assurance that the Issuer's designation will align with the consensus of the broader market over time. If the market assigns greater value to an alternative asset not selected by the Issuer, the value of the Product could be materially and adversely affected as it would continue to track an asset that has become less dominant or valuable. Forks can lead to uncertainties in the period immediately before and after the fork, which can lead to increased price volatility of the relevant Crypto Asset.

An Airdrop could create operational, security, legal, regulatory or other risks for the Issuer. If an Airdrop occurs in respect to an Underlying or Underlying Component, the Issuer will, in its sole discretion, determine whether to participate in an Airdrop and may decide against doing so if it is deemed not to be operationally feasible or not in the best interest of the ETP. Investors may therefore not receive the benefits of an Airdrop as the Issuer may not choose, or be able, to participate in an Airdrop, and the timing of receipt of any benefits from an Airdrop is uncertain.

There is no assurance that third-party providers, such as the Custodian, will, or will be able to, support either a Fork or an Airdrop. Consequently, the inability of the ETP to capture the value of new assets from a Fork or Airdrop may cause the ETP to underperform a direct holding of the Underlying or Underlying Component and prevent a potential additional increase in value.

Risk rating: low.

vi. Transition of any Crypto Asset

Transition refers to any modification, alteration, or migration within a blockchain or cryptocurrency protocol, including but not limited to changes in consensus mechanisms, algorithmic upgrades, security patches, governance updates, the introduction of new features or functionalities, or the introduction of a new cryptocurrency or token by the protocol that do not fall under the definition of "airdrops" or "forks". Such transitions may involve requiring existing holders of a prior token or coin to exchange or migrate their holdings to a newly introduced cryptocurrency. The term encompasses all technical, operational, or structural adjustments to the protocol or its underlying architecture, whether effectuated through direct code changes, network upgrades, or any other means that do not result in the creation of a separate, parallel blockchain or token distribution scheme under the definition of "airdrop" or "fork".

Transitions can introduce significant risks and may materially and adversely affect the value of the Product. The technical process of a transition can be complex and carries the risk of software bugs or operational failures, which could result in the permanent loss of the underlying assets. During such events, the affected assets may experience increased price volatility and a decline in market liquidity, potentially impairing the Issuer's ability to manage the Product. There can be no assurance that the same level of market acceptance or value of the Crypto Asset can be kept post transition.

Risk Rating: medium.

vii. Errors in the Crypto Assets' codes or protocols

The source code of digital currencies such as the Crypto Assets is public and may be downloaded and viewed by anyone. Despite this, there may be a bug in the respective code which is yet to be found and repaired, which may jeopardise the integrity and security of one or more of these networks. Errors in the protocols of Crypto Assets that have larger user bases, wider adoption and more developers are more likely to be identified and corrected. Conversely, errors related to Crypto Assets with new protocols or that have fewer developers or less adoption, are more likely to face this risk. Should any such material error occur and be difficult to mitigate and/or easy to exploit improperly, the value of the associated Crypto Asset may decrease, which, in turn, could affect the value of the ETPs negatively.

Risk rating: Low

viii. Risks Associated with Native and Network-Based Crypto Assets

Crypto Assets may either be a native token, which operates on their own proprietary blockchain or a network token, which is created by smart contracts on a third–party host blockchain (e.g. ERC-20 tokens on the Ethereum blockchain). Network tokens are therefore subject to an additional layer of risk, as its value, security, and functionality are directly dependent on the continued and proper operation of its host blockchain. A failure, security breach, high transaction fees, or adverse upgrade of the host network could materially and adversely affect a network token, irrespective of its own merits. Furthermore, all network tokens are subject to vulnerabilities in their own smart contract code, which could be exploited by malicious actors. A failure in either a native blockchain or a host blockchain, or a vulnerability in a specific smart contract, could lead to a significant or total loss of the value of the relevant assets and, consequently, a significant or total loss of the value of the Product.

Risk rating: Low

ix. Concentration risk

The decentralised global P2P-network (peer-to-peer) of nodes making up the network of the relevant Crypto Asset should, to achieve high security, be spread across many participants. Should one participant control over 50% of all capacity to verify transactions on the network, there is a risk that such participant will be able to verify 100% of all transactions and thus earn all the rewards in the network.

Risk Rating: low.

x. Risk associated with deletion of recent transactions

As private keys are needed to create transactions, the participant is not able to create new transactions, however, the participant may, in certain circumstances, delete recent transactions. In practice, this would be impossible to accomplish without being discovered and it is difficult to see a scenario in which the participant would be able to achieve a financial profit. Such a scenario would, however, certainly materially damage the confidence in Bitcoin although no financial losses or other improprieties occur.

Risk Rating: low.

xi. Secondary market risk

The market prices in the secondary market will become both higher and lower than the rate to which investors have purchased their ETPs. The market rates in the secondary market may not accurately reflect the price of the relevant Index or Underlying or Underlying Components. Although the price determination in the secondary market is based on established calculation models, it is dependent upon the underlying development of the market and the market's conception of the Issuer's credit status, the ETPs' probable remaining duration and the sales opportunities on the secondary market. In light of the volatility which can be observed in the historical prices for the Crypto Assets, it seems possible that the price determination of the ETPs in the secondary market may be very volatile. If one or more regulated markets decide that the ETPs no longer should be so admitted to trading, regardless of whether this is due to circumstances assignable to the Issuer, the ETPs, the Crypto Assets, the market maker and / or changed rules or any other reason, there is a risk that the Issuer will not succeed in having the ETPs admitted to trading on another regulated market, MTF or other marketplace. Such a course of events could reduce the liquidity, disposal opportunities and the market value for the ETPs and thus create risks of losses for investors. In the event of a delisting the Issuer may exercise its right to redeem the ETPs early. Such early settlement will only occur following a notice period and investors face the risk that the market price and liquidity as well as the final settlement amount are negatively impacted in such a scenario.

Risk Rating: high.

xii. Risk of the Occurrence of an Extraordinary Event

Condition 17 (*Extraordinary Event*) provides that, in the case of a fraud, theft, cyber-attack, change in regulations and/or a similar event (each, an **Extraordinary Event**) with respect to, or affecting any, Underlying or Underlying Component, including any Underlying or Underlying Component that serves as Collateral, the Issuer shall give notice to Investors in accordance with Condition 16 (*Notices*), and the Redemption Amount for such Products shall be reduced accordingly, potentially to zero (i.e., U.S.$0.00, €0.00, CHF 0.00, £0.00 or the equivalent in other Settlement Currencies) per Product. Accordingly, Investors bear the risks of the occurrence of an Extraordinary Event and of a partial or complete loss of their investment. Moreover, the risks of an Extraordinary Event are greater than for similar events with respect to other asset classes (such as investments in securities, funds and deposits) and, unlike in the case of other asset classes, are unable to be mitigated. In addition, it is not presently practical to insure against an Extraordinary Event.

Risk rating: high.

xiii. Risk factors relating to Basket ETPs and Index ETPs

Please refer to the foregoing risk factors for the relevant Crypto Assets within the relevant basket or, as the case may be, index. In addition, a small basket or index composition will generally be more vulnerable to changes in the value of the relevant Crypto Assets and a change in composition of a basket or an index may have an adverse effect on the basket's or index's performance. Given the higher weighting of each component in a small basket or small index composition, the impact of an unfavourable development for one or more single components will be greater on the basket's or index's performance compared with a more diverse basket or index. A high correlation of components, i.e. where the values of the relevant components tend to fluctuate in a similar direction and magnitude as the other components, may have a significant effect on amounts payable on the ETP since all of the correlated components may move in the same unfavourable manner at the same time and thus not achieve diversification of the market risk. The negative performance of a single component, i.e. a single Crypto Asset, may outweigh positive performance on the part of one or more other components and may have a negative impact on the return of the ETP. If the Index provides a leveraged exposure to the relevant Crypto Assets referenced by the Index, the effect of any negative or positive changes in the price thereof on the level of such Index will be magnified as compared to the effect of any such negative or positive changes on the level of an otherwise identical Index that does not employ leverage. Prospective investors should note that such leverage will mean that any fall in the level of the Index will lead to a magnified negative impact on the return on the ETP.

The ETP seeks to track, before fees and expenses, the performance of its underlying index. The methodology applied to replicate the Index may differ across jurisdictions and is subject to applicable regulatory and exchange requirements. In most cases, the ETP may hold all of the assets comprising the Index (full replication). In some cases, the ETP may employ a representative sampling methodology, whereby it holds a representative selection of assets that collectively reflect the characteristics of the Index. The performance of the ETP may differ from that of the Index due to a variety of factors, including (without limitation): the composition of the ETP's holdings as compared to the Index, transaction costs, fees and expenses, liquidity considerations, regulatory or investment restrictions, valuation differences, rebalancing practices, and cash holdings. Such factors may result in tracking error, meaning that the return of the ETP may be lower than, or otherwise deviate from, the return of the Index. While the ETP seeks to minimise tracking error through disciplined and methodological selection of assets by mimicking the investment profile of the Index, there can be no assurance that this objective will be met. Investors are entitled to the performance of the ETP's assets, which may differ from the theoretical performance of the Index.

Risk Rating: medium.

xiv. Risks associated to regulatory reforms regarding benchmarks

Benchmarks are subject to regulatory reforms which may have a material impact on any Products linked to a benchmark index, including in any of the following circumstances: (a) certain benchmarks may be discontinued, materially modified or deemed non-representative; or (b) the administrator/benchmark may not obtain the requisite approvals or may be subject to a public notice, in each case under applicable legislation, such that restrictions on use apply. Depending on the particular benchmark and the applicable Terms and Conditions of the Products, the occurrence of such circumstance may lead to such benchmark being replaced with an alternative pre-nominated index, or an alternative benchmark selected by the Calculation Agent, or to and adjustment of the Terms and Conditions of the Products or early redemption of the Products.

The Benchmark Regulation was amended on 1 January 2026. As part of the changes introduced, "non-significant" benchmarks will be de-regulated, and administrators of only non-significant benchmarks will no longer be registered in the register maintained by the European Securities and Markets Authority (ESMA). Administrators of benchmarks that on 31 December 2025 were included in the register transferred to Article 36 of the Benchmark Regulation as authorised, registered or recognised, or as endorsing administrators, retain status until 30 September 2026.

Under the new regime, a benchmark may be designated as "significant" in the following ways: (a) by exceeding the EUR 50 billion use threshold, (b) because its systemically important and the alternatives are not viable, or (c) where its administrator voluntarily opts in (subject to a use threshold of EUR 20 billion). As a result, it is likely that many non-significant benchmark and the relevant administrators thereof will not be included in the ESMA register and will not subject to the amended Benchmark Regulation after the expiry of the grandfathering period. New administrators that were not included in the ESMA register as of 31 December 2025 may launch new non-significant benchmarks starting on 1 January 2026 without being subject to the Benchmark Regulation (unless such benchmark constitute a EU climate transition benchmark or EU Paris aligned benchmark due to their particular characteristics).

Regulatory requirements were originally introduced to address perceived abusive behaviour and other shortcomings in relation to the integrity and proper functioning of indices used as benchmarks. This de-regulation in respect of non-significant benchmarks introduced on 1 January 2026 may risk re-introducing such abusive behaviour and other shortcomings. Any of the above consequences could have a material adverse effect on the value and return of any index-related Products.

Risk rating: Medium

xv. Risks associated with Commodity Asset prices

The value of a Product which is linked to an index which also includes one or more Commodity Assets as Underlying Component(s), will be related to the value of an equivalent investment in the relevant Commodity Asset(s). Commodity Asset prices generally may fluctuate widely and may be affected by numerous factors, including but not limited to:

a) 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 bullion producers;

b) global metal 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 and any shortages of a particular type of bullion could result in a spike in prices of that type of bullion. Price spiking can also result in volatile forward rates and lease rates which could result in the bid-offer spread on any exchange where Products are traded widening, reflecting short-term forward rates in the relevant bullion;

c) 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;

d) financial market factors such as investors' expectations with respect to the future 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. Adverse movements in the price of Commodity Assets may negatively affect the return to Investors who sell their securities when the price of the relevant Commodity Asset has decreased since the time they purchased their Products. General movements in local and international markets and factors that affect the investment climate and investor sentiment could all affect the level of trading and, therefore, the market price of the Products and this may lead to a fall in the price of Products which will have an adverse impact on any Investor that purchased Products at a higher price; and

e) extreme weather events, such as droughts or floods, can severely affect the supply of agricultural commodities and energy. Environmental regulations, social issues, in producing regions, and governance concerns can disrupt supply chains. The development of new technologies can alter long-term demand for certain commodities.

Risk Rating: Medium

xvi. Risks related to ETPs linked to Equity Assets

The ETPs linked to Equity Assets are subject to risks inherent in equity investments. Prospective investors should be familiar with global equity markets and should carefully consider the value, price volatility and risk profile of the relevant Equity Assets by reference to which amounts payable under the ETP are calculated.

The ETPs constitute obligations solely of the Issuer. They do not constitute, and do not give rise to, any rights or obligations against any issuer of the Equity Assets included in the Underlying. No such issuer has participated in the preparation of this Base Prospectus or the relevant Final Terms, nor in the establishment of the terms of the ETPs. Accordingly, the Issuer and the Authorised Participants have not conducted, and are under no obligation to conduct, any investigation or due diligence with respect to such equity issuers beyond publicly available information. There can therefore be no assurance that all events occurring prior to the relevant issue date that may affect the market price of the relevant Equity Assets have been publicly disclosed.

The value of Equity Assets included in the Underlying may fluctuate significantly and may be affected by issuer-specific factors, general market conditions and broader economic, financial or political developments. The value of such Equity Assets may decline as well as increase, and the value on any given date may not reflect their performance in any prior period. Past performance of any Equity Asset is not indicative of future performance. There can be no assurance as to the future value of any Equity Asset , the continued listing or existence of any such Equity Asset , or the ongoing viability of the relevant issuer. As a result, ETP investors may lose some or all of their investment in the ETP.

Where a Series of ETP Securities provides exposure to Equity Assets, the value of such Series will be affected by general equity market movements and changes in market rates or prices, including interest rates, foreign exchange rates, commodity prices and overall equity market conditions.

Where the Underlying consists of a single Equity Asset , the ETP is subject to a high degree of idiosyncratic (issuer-specific) risk compared to products providing exposure to a diversified basket of assets. Such risks may arise from factors including, without limitation, management decisions, capital allocation policies, operational disruptions, litigation or regulatory actions, labour or supply chain issues, cybersecurity incidents, public health events or natural disasters affecting the relevant issuer.

In addition, *Jurisdiction of Equity Assets*

Products may be related to shares of companies with their corporate seats and core business located in countries other than where the Products are listed or traded. The legal, regulatory and economic environment of these jurisdictions may vary significantly from the Investor's local market or the market of listing. Risks related to such shares include, but are not limited to, rates of inflation, volatile interest rate levels, balance of payments, the extent of governmental surpluses or deficits in the relevant country, the possibility of expropriation of assets, confiscatory taxation and political or social instability or diplomatic developments. All of these factors are sensitive to the monetary, fiscal and trade policies pursued by the governments of the related countries. Further, certain financial markets, while generally growing in volume, have, for the most part, substantially less volume than more developed markets, and securities of many companies may be less liquid and their prices more volatile than securities of comparable companies in more sizeable markets, which may affect the value of the Underlyings. Such circumstances may lead to the value of the Products falling below the value of such Products at the time of the initial purchase and this might lead to a partial loss to an Investor if an Investor is selling its Products at the time these events are taking place.

Corporate actions linked to the Equity Assets

Corporate actions affecting an Equity Asset included in the Reference Assets may have a material adverse effect on the ETP Securities. ETP Securityholders will not participate directly in corporate actions such as rights issues, stock splits or similar events. Certain corporate events, including mergers, acquisitions or the delisting of a relevant Equity Asset , may result in the early termination or mandatory redemption of the relevant Series of ETPs, potentially at a time when the value of the ETPs is adversely affected. Prospective investors should carefully assess whether an investment in ETPs linked to Equity Assets is suitable for them in light of their financial circumstances, investment objectives and risk tolerance.

In case of an event where the Equity Assets constituting the Equity Asset Collateral (i) can no longer be made available by the issuer, (ii) are no longer available due to the Equity Asset reaching their maturity date (if any), (iii) any type of corporate event or similar occurs, or (iv) are otherwise cancelled or terminated, the Asset Entitlement of the relevant Products shall be adjusted to take into account securities held as

Underlyings being fully or partially unavailable as a result of being cancelled or terminated at which point the Issuer may replace the securities in question. This might result in an adjustment of the Equity Assets held as Equity Asset Collateral with an Equity Entitlement consisting of (i) solely the additional share(s) or (ii) the Equity Assets and the additional share(s). Accordingly, the Issuer may in certain circumstances effect such adjustment, which might – although the Issuer is required to take into account the interests of the Investors – have a negative impact on the return for Investors of that Series. Should such negative impact materialise, it may lead to the value of the Products decreasing which could lead to the Investor losing parts or all of their initial investment if such Investor is selling its Products at the time these events are taking place.

Dividends or dividend-equivalent payments

The determination of whether a distribution constitutes a dividend, a dividend equivalent, or another form of income is made solely by the issuer of the Underlying or determined by the applicable tax and regulatory authorities in the relevant jurisdiction. The Issuer of the Products has no discretion, control, or input into these determinations. Consequently, the Issuer does not assess the legal or tax nature of such payments and will rely entirely on the classification provided by external sources. Investors should not assume that the Underlyings will consistently pay dividends or generate income. The decision to declare dividends rests entirely with the governing bodies of the underlying entities and may be influenced by the entity's financial performance and retained earnings, changes in corporate policy or local legal restrictions or regulatory interventions that may limit or suspend distributions. Further, dividend or dividend equivalent payments may be subject to various withholding taxes or other deductions at the source. Because the Issuer of the Products does not determine the nature of the income, it cannot guarantee the availability of tax credits or the applicability of tax treaties. Any such deductions or recharacterizations of income by third parties may reduce the net amount of any distributions passed through to the Investor, result in an adverse adjustment to the value or the terms of the products or lead to unforeseen tax liabilities for the Investor in their own jurisdiction.

Risk rating: high

xvii. Realisation of Collateral

If the amounts received 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 there is a risk that Investors may incur a loss, which may be significant. Realisation of Collateral only takes place in the Event of Default or an Insolvency Event. Thus, the collateralisation can mitigate the credit risk of the Issuer only to the extent that the proceeds cover the Investors' claims. However, the contractual claims of the Investors are not limited to the value of the Collateral although in an insolvency of the Issuer a loss would occur if the Collateral does not suffice. On the other hand, the Investors are not entitled to receive a surplus from the realisation of Collateral, should it exceed their contractual claims.

Risk rating: medium.

xviii. Currency risk

The ETPs are designed to track the movement of the Crypto Assets in relation to the US Dollar (USD) and various European currencies. However, most trading in the Crypto Assets occurs in USD. The volatility of USD will therefore have an impact on the investment of each investor and each investor may therefore lose part of or the entire investment. The ETP's Net Asset Value (NAV) is calculated in a specific currency (the base currency), and the ETP may also be traded in other currencies. Investors are exposed to currency risk when their own local currency is different from the ETP's base currency and/or its trading currency.

Risk Rating: low.

xix. Short, long and/or leveraged exposure risk

The Settlement Amount and the market value of each ETP will be affected by the nature of the exposure being provided under the relevant final term sheets. Where the ETPs provide a long exposure (i.e. the relevant ETPs have been designed to benefit in the event of a rise in the price of the relevant index, Underlying or Underlying Component) and the relevant price instead remains flat or falls this would have a material adverse effect on the market value of such ETPs and the Investors would sustain losses. Conversely, where the ETPs provide a short exposure (i.e. the relevant ETPs have been designed to benefit in the event of a fall in the price of the relevant index, Underlying or Underlying Component) and the relevant price instead remains flat or rises this would have a material adverse effect on the market value of the ETPs and the Investors would sustain losses. Where the exposure, irrespective if it is long or short, is also leveraged, the leverage will further magnify such risk.

Risk Rating: medium.

xx. Risks relating to an investment in daily Leveraged Products

Magnified losses

Products which are leveraged seek to achieve a return which is a multiple of the daily return of the Crypto Assets referenced by the applicable Index or pricing source (excluding the effects of any applicable fees and/or any Adjustments) (**Leveraged Products**). Leveraged Products will magnify losses in market environments adverse to their objective compared to similar exchange traded products that are not leveraged. In addition, losses will be magnified as the amount of leverage increases. Investing in Leveraged Products is not the same as having a 1x long or short exposure of the underlying Crypto Asset(s) of the relevant Index. Leveraged Products are designed to match the daily percentage change in the value of the underlying asset(s) referenced by the applicable Index, multiplied by a leverage factor included in the Index (excluding the effects of any applicable fees and/or any Adjustments). The return over time from holding Leveraged Products is not the same as one would expect to be the return from buying (in the case of Products referencing an Index or pricing source which is long on the underlying asset(s)) or selling (shorting) (in the case of Products referencing an Index which is short on the underlying asset(s) or the inverse price of the underlying asset(s) of the pricing source) the relevant underlying asset(s) of which the Index is composed times the leverage factor.

By way of example, Leveraged Products may reference Indices seeking to provide an exposure reflecting two times (2x) the daily percentage change in the value of the underlying asset(s) (excluding the effects of any applicable fees and/or any Adjustments). If the value of the underlying asset(s) rises by 1 per cent. on a particular day, then the value of the Index and, accordingly, the value of the relevant ETP would rise by 2 per cent. in respect of that day (excluding the effects of any applicable fees and/or any Adjustments). The opposite effect would occur if the value of the underlying asset(s) falls by 1 per cent. on a particular day. In this case the value of the Index and, accordingly, the value of the relevant ETP would fall by 2 per cent. in respect of that day (excluding the effects of any applicable fees and/or any Adjustments). Leveraged Products may also reference Indices seeking to provide, by way of example, an exposure reflecting minus two times (-2x) the daily percentage change in the value of the underlying asset(s) (excluding the effects of any applicable fees and/or any Adjustments). If the value of the underlying asset(s) falls by 1 per cent. on a particular day then the value of the Index and, accordingly, the value per Product would rise by 2 per cent. in respect of that day (excluding the effects of any applicable fees and/or any Adjustments). The opposite effect would occur if the value of the underlying asset(s) rises by 1 per cent. on a particular day. In this case the value of the Index and, accordingly, the value of the Product would fall by 2 per cent. in respect of that day (excluding the effects of any applicable fees and/or any Adjustments). Investing in Product which reference a leveraged Index or pricing source is riskier than investing in securities which provide exposure to an unleveraged Index or pricing source as any losses an investor incurs will be magnified by the use of leverage and an investor could incur significant losses in a very short period of time. For example, in an extreme case, the value of the underlying asset(s) could decrease by more than 50 per cent. in a given day. If this happened, an Index that provides two times (2x) daily exposure to the return of such underlying asset(s) could (in the absence of an intra-day reset of the relevant Index – see "Large intra-day and overnight market movements" below) fall to zero as the Index would provide two times exposure to the 50 per cent. daily decrease in the value of the underlying asset(s) (i.e the Index would fall in value by 100 per cent. during the given day). Accordingly, the value of the Products tracking such Index could lose all of its value. Such a scenario could result in the total loss of an investor's initial investment. The value of the underlying asset(s) could also increase by more than 50 per cent. in a given day. If this happened, an Index that provides minus two times (-2x) daily exposure to the return of such underlying asset(s) could (in the absence of an intra-day reset of the relevant Index – see "Large intra-day and overnight market movements" below) fall to zero as the Index would provide minus two times exposure to the 50 per cent. daily increase in the value of the underlying asset(s) (i.e. the Index would fall in value by 100 per cent. during the given day). Accordingly, the value of the Products tracking such Index could lose all of its value. Such a scenario could result in the total loss of an investor's initial investment. Either of the above scenarios could occur in a very short period of time.

Daily leverage and long-term-effect

Due to the Leveraged Products' daily investment goals, a Leveraged Product's return over holding periods longer than one day will likely differ from the leveraged return of the relevant underlying asset(s) referenced by the applicable Index or the pricing source, and this difference will become more adverse as the holding period increases in length. Long and short Leveraged Products are designed to track the daily percentage movement in the value of the relevant underlying asset(s) multiplied by a particular leverage factor (for example two times (2x) or minus two times (-2x) as the case may be). The return from holding Leveraged Products over more than one day is not the same as the stated multiples of the performance of the underlying asset(s) which comprise the relevant Index or the pricing source for more than a day. Accordingly, an investment in long and short Leveraged Products may provide a lower or higher return than if an investor had bought on a 'leveraged' basis or respectively 'shorted' or 'short sold' the underlying asset(s) which comprise the relevant Index. Similarly, the return from holding Products that reference short Indices is not the same as the return from selling multiples of the underlying asset(s) which comprise the relevant Index and buying back those underlying asset(s) at a later point in time longer than one day (known in the market as 'shorting' or 'short selling').

The return on Leveraged Products over a period longer than one day is the result of the return for each day compounded over all the days in the investment period. As a consequence of the daily leverage exposure of Leveraged Products, over periods longer than one day (excluding the effects of any applicable fees and/or any Adjustments), the redemption entitlement of a Leveraged Product will fall even if the change in the value of the relevant underlying asset(s) is flat during that period (i.e. has a zero or close to zero return).

Price Volatility

Price volatility may result in long-term returns that are significantly different to overall changes in the value of the underlying asset(s). For example, leveraged long Indices (and the corresponding Products which reference such Indices) may provide an exposure equal to two times (2x) the daily percentage change in the value of the underlying asset(s). However, over periods longer than one day it is possible that an Index (and the corresponding Products which reference such Index) may provide a return which is significantly less than two times (2x) the percentage change in the value of the underlying asset(s) over such longer period. This will tend to be the case in circumstances where the volatility of the value of the underlying asset(s) increases or where the magnitude of the cumulative changes in the value of the underlying asset(s) decreases (whether on a positive or negative basis) over such longer time-period. Accordingly, leveraged long and short Products are only suitable for investors who understand the economic risk of investing in a security which provides daily leverage, the impact that price volatility may have on their investment and who are willing and able to monitor their investment on a frequent basis. Short leveraged Indices (and the corresponding Product which track such Indices) may provide an exposure equal to minus two times (-2x) the daily percentage change in the value of the underlying asset(s). However, over periods of longer than one day it is possible that an Index (and the corresponding Product which reference such Index) may provide a return which is significantly less than minus two times (-2x) the percentage change in the value of the underlying asset(s) over such longer period. This will tend to be the case in circumstances where the volatility of the value of the underlying asset(s) increases or where the magnitude of the cumulative changes in the value of the underlying asset(s) decreases (whether on a positive or negative basis) over such longer time-period. These examples do not take into account the additional impact that fees and/or any Adjustments will have on an investment in a Product and the examples further assume that none of the days referred to is a Disrupted Day or a day in respect of which an Adjustment Event has occurred.

The Indices (and the value of the corresponding ETPs which reference such Indices) will be affected by movements in the value of the underlying asset(s) comprised within the relevant Index. Such movements will be compounded given that the Indices may provide leveraged long or short daily exposure to the return of the underlying asset(s) comprised therein. The value of the underlying asset(s) may fluctuate widely and may be affected by numerous factors including, but not limited to, market and economic conditions, sector, geographical region and political events. Fluctuations in the value of the underlying asset(s) comprised in an Index will cause the value of the Indices (and the value of the ETP which reference such Indices) to fluctuate.

Investors should note that the effect of Indices providing leveraged long or short daily exposure to the return of an underlying asset or assets can result in significant losses over extended periods.

Large intra-day and overnight market movements

In the event of large movements in the value of any underlying asset(s) referenced by an Index during the course of a scheduled valuation day, it is possible that an intra-day reset may be triggered with respect to such Index. An intra-day reset is designed as a stop-loss to restrict (to a certain extent) the loss in value of an Index during periods of extreme market movement by providing a new base level for determining the movement in the value of any underlying asset(s). The effect of an intra-day reset is that an Index will for the remainder of that day provide relevant leveraged long or short exposure to the movement in the value of such underlying asset(s) measured from the time the intra-day reset took place (or thereabouts). If an intra-day reset were to take place then, for the reasons described above, an Index (and the corresponding Products which reference such Index) will not provide leveraged exposure to the movement in the value of the underlying asset(s) throughout the course of that day. If the value of the underlying asset(s) were to fall (or rise) significantly during the course of a day resulting in an intra-day reset occurring with respect to the corresponding Index but then during the remainder of the day the underlying asset(s) were to recover their losses (or lose their gains) then the relevant Index and, therefore, the corresponding Products would still incur a significant loss during such day due to the intra-day reset providing a lower (higher) base level for determining the movement in the value of the underlying asset(s) throughout the remainder of the day. As a result, where an intra-day reset occurs, an investor's losses may still be significant. The level of any intra-day reset triggers will vary between different Indices. An intra-day reset may not occur with respect to overnight movements in the value of the underlying asset(s) (i.e. from close of an exchange on one day to open of the exchange the following day). Accordingly, in the event of a large overnight movement in the value of the underlying asset(s) referenced by an Index, the value of the Product could plummet. In such a scenario, an investor that holds a corresponding Product could lose all or part of their investment.

Risk Rating: Medium.

xxi. Conflict of Interests

While the Issuer does not act as the Product Calculation Agent or the Index Calculation Agent, the Issuer reserves the right to make significant changes to the terms and conditions of the Products, which may affect the value of the Products. In addition, the relevant 21Shares Indices methodology may be subject to significant changes, which may affect the value of the Products.

In accordance with the General Terms and Conditions for each type of Product, the Issuer shall be entitled to amend without the consent of the Investors any Condition or item in the relevant Final Terms for the purpose of (i) correcting a manifest error, or (ii) clarifying any uncertainty, or (iii) correcting or supplementing the provisions herein in such manner as the Issuer deems necessary or desirable, provided that the Investor does not incur significant financial loss as a consequence thereof. Furthermore, the Issuer shall at all times be entitled to amend any Condition or item in the relevant Final Terms where, and to the extent that the amendment is necessitated as a consequence of legislation, decisions by courts of law, or decisions taken by governmental authorities. No such changes will require Investor consent or approval.

In addition, the Investors are not party to the Product Documentation or the Transaction Documents. Accordingly, the Issuer may amend such documents without Investor consent or approval. Such changes may not be in the best interests of the Investors and may affect the value of the Products.

The Issuer and a number of parties associated with the Issuer, including, *inter alia*, members of the Issuer's board of directors, member of its management team, employees and shareholders of the Issuer hold and transact in, and may continue to hold and transact in, Underlyings, Underlying Components and underlying indices for their own accounts. Such persons are under no obligation to disclose such holdings or transactions at any time and may conduct such transactions at any time for any reason.

Further, the Issuer or any of its affiliates may decide to launch its own Crypto Asset(s) and, subject to legal and regulatory requirements, including but not limited to, the publication of an approved supplement to this Base Prospectus where required, may also decide to launch one or more series of Products linked to such proprietary Crypto Assets. This may create additional conflicts of interest between the Issuer and its affiliates and the Investors.

Risk rating: low.

xxii. **Recharacterisation risk**

The ETPs are issued in the form of debt securities and are listed as non-Equity Assets on each relevant Exchange. The ETP Securities are not units in a collective investment scheme for the purposes of the Directive of 13 July 2009 of the European Parliament and of the Council on the coordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (No 2009/65/CE), as amended. There can be no assurance that the courts or regulatory authorities in any jurisdiction would not apply a different interpretation, including recharacterising the ETP as units in a collective investment schedule or a fund. Any such difference in interpretation may have adverse consequences (including, without limitation, adverse tax consequences) for an investor, which ultimately may impact the return an investor receives on the ETPs. Prospective investors should consult their professional advisers on the implications, and in particular the tax and accounting implications, of investment in the ETPs and any risk of recharacterisation of the ETPs.

Risk rating: low.

ECONOMIC OVERVIEW OF THE PRODUCTS

Overview of the Products

The Issuer may from time-to-time issue Products under the Programme, linked to Underlyings or baskets of Underlyings providing exposure to the price development of a range of Crypto Assets directly or indirectly related to the 200 largest cryptocurrencies or currencies measured by market capitalization in USD (at the time of initial listing of the Product) , as published on the price source coinmarketcap.com, and/or where applicable, Commodity Assets, Equity Assets and/or other eligible Underlyings on the terms set out in the section of this Base Prospectus headed *'General Terms and Conditions'* for each type of Product, and read in conjunction with the Final Terms relating to such Tranche.

Unless otherwise specified in the applicable Final Terms, the return on each Series of Products that are related to an Index will be linked to the performance of the applicable Index, as the Redemption Amount will be derived from the closing price of such Index on the relevant price fixing date or, as the case may be, from the value of the relevant constituents of such Index (or subset thereof) as further described in the applicable Final Terms. In addition, the performance of the Products will be reduced by the Investor Fees as well as any trading fees, transaction costs etc. which is incurred e.g. by re-balancing the underlying constituent(s).

Products featuring long, unleveraged exposure

Each Product indirectly represents a quantity of Crypto Assets and/or, where applicable, Commodity or Equity Assets, the value thereof, a so-called **Asset Entitlement**. Single asset Products economically represent the single Crypto Asset and/or, where applicable, Commodity Asset or Share Asset. There is no legal entitlement with respect to the Crypto Assets and/or, where applicable, Commodity Asset or Equity Assets. Products linked to an Index or a basket of Underlyings indirectly represent the Crypto Assets and/or, where applicable, Commodity or Equity Assets constituting the composition of such Index or basket of Underlyings. The value of this Asset Entitlement will be affected by positive and negative changes in the market value of the relevant Crypto Assets and/or, where applicable, Commodity Assets or Equity Assets, during the term of the Products. This Asset Entitlement will be reduced by the Investor Fees on a daily basis:

$$q_t = q_{t-x}\left(\frac{r_t}{N}\right)^x$$

Where:
q_t = Asset Entitlement in respect of the relevant day t;
q_{t-x} = Asset Entitlement in respect of the immediately preceding x calendar days;
r_t = Investor Fees as at the relevant day t;
N = 365 (days per year).

Where the Product includes income from staking or dividends or other distributions according to its Final Terms and does not distribute these payments, this income is converted into units of the Underlying(s) and hence increases the respective Asset Entitlement.

The Net Asset Value (**NAV**) corresponds to the market value of the Asset Entitlement, determined based on the price development of the relevant Underlying or baskets of Underlyings, respectively. The price is sourced from the pricing source used to calculate the index, as specified in the respective Final Terms or, in the case of single tracker products, a single asset reference rate or price source, as specified in the respective Final Terms.

The price movement of the relevant Underlying(s) and price movement of the Net Asset Value is correlated 1:1, but Investor Fees will reduce the Asset Entitlement, as shown above.

In short, if the value of the Asset Entitlement for a particular Product providing long exposure *increases* compared with the Issue Price this will have a *positive* impact on the market value of the Product and, if the Product were redeemed at such point in time, the Redemption Amount.

Conversely, if the value of the entitlement for such Product *decreases* compared with the Issue Price this will have a *negative* impact on the market value of the Product and, if the Product were redeemed at such point in time, the Redemption Amount.

The **Net Asset Value** of a Product featuring long, unleveraged exposure is calculated as follows:

$$Net\ Asset\ Value\ (NAV) = \sum_{i=1}^{n} p_i * q_i$$

Where (for all Assets (i)):
n = number of underlying components p_i= Reference price of asset *i* with price source as stated in the Final Terms at 5 pm CET/CEST (unless otherwise specified)
q_i= Asset Entitlement of asset i

Example calculations for the determination of the NAV per unit can be found in the following table. An investor buying or selling the Product will do so at NAV, excluding brokerage and transaction costs.

Example	Underlying(s)	p_i (USD)	q_i	NAV
Single Asset ETP	BTC	$p_{BTC} = 20,000$	$q_{BTC} = 0.01$	200 USD
Basket ETP	BTC ETH	$p_{BTC} = 20,000$ $p_{ETH} = 2,000$	$q_{BTC} = 0.01$ $q_{ETH} = 0.1$	400 USD

Example calculations for Single Asset ETPs and the effect of price changes of the underlying can be found in the following table. The calculation assumes an initial investment at *t*=0, an Investor Fee of 1% and the sale of the Product after one year at *t*=1. An investor buying or selling the Product will do so at NAV, excluding brokerage and transaction costs.

Scenario	Underlying	$p_{i,t=0}$ (USD)	$q_{i,t=0}$	$NAV_{t=0}$	$p_{i,t=1}$ (USD)	$q_{i,t=1}$	$NAV_{t=1}$
Increase	BTC	$10,000$	1	10,000 USD	$11,000$	0.99	10,890 USD
Decrease	BTC	$10,000$	1	10,000 USD	$9,000$	0.99	8,910 USD
No changes	BTC	$10,000$	1	10,000 USD	$10,000$	0.99	9,900 USD

Example calculations for Basket ETPs and the effect of price changes of the underlying can be found in the following table. The calculation assumes an initial investment at *t*=0, an Investor Fee of 1% and the sale of the Product after one year at *t*=1. An investor buying or selling the Product will do so at NAV, excluding brokerage and transaction costs.

Scenario	Underlyings	$p_{i,t=0}$ (USD)	$q_{i,t=0}$	$NAV_{t=0}$	$p_{i,t=1}$ (USD)	$q_{i,t=1}$	$NAV_{t=1}$
Increase	BTC ETH	$p_{BTC} = 10,000$ $p_{ETH} = 1,000$	$q_{BTC} = 0.01$ $q_{ETH} = 0.1$	200 USD	$p_{BTC} = 11,000$ $p_{ETH} = 1,200$	$q_{BTC} = 0.0099$ $q_{ETH} = 0.099$	227.70 USD
Decrease	BTC ETH	$p_{BTC} = 10,000$ $p_{ETH} = 1,000$	$q_{BTC} = 0.01$ $q_{ETH} = 0.1$	200 USD	$p_{BTC} = 9,000$ $p_{ETH} = 900$	$q_{BTC} = 0.0099$ $q_{ETH} = 0.099$	178.20 USD
No changes	BTC ETH	$p_{BTC} = 10,000$ $p_{ETH} = 1,000$	$q_{BTC} = 0.01$ $q_{ETH} = 0.1$	200 USD	$p_{BTC} = 10,000$ $p_{ETH} = 1,000$	$q_{BTC} = 0.0099$ $q_{ETH} = 0.099$	198.00 USD

Products featuring short, unleveraged exposure

Products featuring short, unleveraged exposure borrow the target asset and sell it on the market in order to replicate a physical short of the coin. Each Product therefore indirectly represents a negative quantity of Crypto Assets and a quantity of USD (or an equivalent), the so-called **Asset Entitlement**. There is no legal or beneficial entitlement with respect to the Crypto Assets or USD. The Asset Entitlement serves solely as a calculation measure for determining the Net Asset Value and the Redemption Amount of the Product.

The price movement of the Underlying and the price movement of the Net Asset Value is correlated 1:-1 on a daily basis, but Investor Fees will reduce the Net Asset Value, as shown in the example calculation below.

In short, if the value of the entitlement for a particular Product providing short exposure *decreases* compared with the Issue Price this will have a *positive* impact on market value of the Product and, if the Product would be redeemed at such point in time, the Redemption Amount.

Conversely, if the value of the entitlement for such Product *increases* compared with than the Issue Price this will have a *negative* impact on market value of the Product and, if the Product would be redeemed at such point in time, the Redemption Amount.

The **Net Asset Value** of a Product featuring short, unleveraged exposure is calculated as follows:

$$Net\ Asset\ Value\ (NAV) = \sum_{i=1}^{n} p_i * q_i$$

Where (for all Crypto Assets (i)):

n = number of underlying components
p_i= Reference price of asset *i* with price source as stated in the Final Terms at 5 pm CET/CEST (unless otherwise specified)
q_i= Asset Entitlement of asset i

Example calculations for the determination of the NAV per unit can be found in the following table. An investor buying or selling the Product will do so at NAV, excluding brokerage and transaction costs.

Example	Underlying(s)	p_i (USD)	q_i	NAV
Short Bitcoin (-1x)	BTC USD	$p_{BTC} = 20,000$ $p_{USD} = 1$	$q_{BTC} = -0.01$ $q_{USD} = 400$	200 USD

Products featuring short, unleveraged exposure are rebalanced daily to track the inverse performance of the reference index or asset. They are not designed to replicate the inverse performance over periods longer than one day.

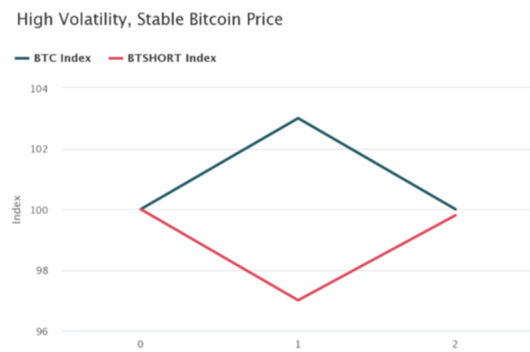
Example calculations on the effect of price changes over one day of the underlying can be found in the following table. The calculation assumes an initial NAV of the example above, Investor Fees of 2.5% yearly (0.00685% daily) and Borrow Cost of 5% yearly (0.01370% daily) for the short position. An investor buying or selling the Product will do so at NAV, excluding brokerage and transaction costs.

	Scenarios		
	Increase	Decrease	No changes
Initial prices (USD), $p_{i,t=0}$	$p_{BTC,0} = 20,000$ $p_{USD,0} = 1$	$p_{BTC,0} = 20,000$ $p_{USD,0} = 1$	$p_{BTC,0} = 20,000$ $p_{USD,0} = 1$
Initial entitlements, $q_{i,t=0}$	$q_{BTC,0} = -0.01$ $q_{USD,0} = 400$	$q_{BTC,0} = -0.01$ $q_{USD,0} = 400$	$q_{BTC,0} = -0.01$ $q_{USD,0} = 400$
Initial NAV, $NAV_{t=0}$	200 USD	200 USD	200 USD
Bitcoin Price at the end of the day (USD), $p_{i,t=1}$	22,000	18,000	20,000
Mark-to-Market NAV before fees, $NAV_{1,before} = (q_{USD,t=0} * p_{USD,t=0}) + (q_{BTC,t=0} * p_{BTC,t=1})$	180 USD	220 USD	200 USD
Investor Fee Accrual = $NAV_{1,before} * daily\ Investor\ Fee$	0.01233 USD	0.01507 USD	0.0137 USD
Borrow Cost Accrual = $-q_{BTC,0} * p_{BTC,1} * daily\ Borrow\ Cost$	0.03014 USD	0.02466 USD	0.0274 USD
NAV after fees, $NAV_{t=1} = NAV_{1,before} - Accruals$	179.96 USD	219.96 USD	199.96 USD
New target short exposure, $Target\ USD\ exposure = NAV_{t=1} *$ (-1)	-179.96 USD	-219.96 USD	-199.96 USD
New BTC entitlement, $q_{BTC,t=1} = Target\ USD\ exposure\ /\ p_{BTC,t=1}$	$q_{BTC,1} = 0.008180$	$q_{BTC,1} = 0.012220$	$q_{BTC,1} = 0.009998$
New USD entitlement, $q_{USD,t=1} = NAV_{t=1} - Target\ USD\ exposure$	$q_{USD,1} = 359.92$	$q_{USD,1} = 439.92$	$q_{USD,1} = 399.92$

The Product is rebalanced on a daily basis to achieve its stated investment objective. As a result, its performance is subject to the effects of compounding. Consequently, for holding periods longer than a single day, the cumulative performance of the Product is likely to differ from the simple multiplication of the investment objective and the underlying asset's cumulative performance over the same period. This effect is particularly pronounced in volatile markets. The following example scenarios illustrate this effect.

Scenario 1: High Volatility, Stable Crypto Asset Price

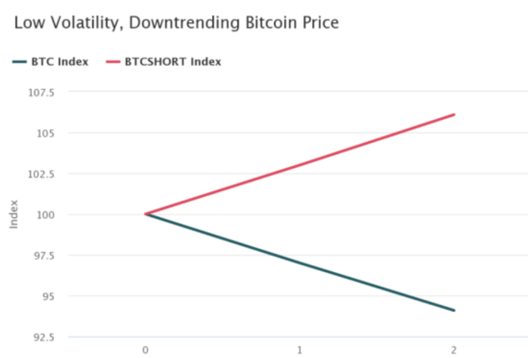
The example asset Bitcoin moves in different directions day by day. A short, unleveraged Product on Bitcoin may underperform the price of Bitcoin. Losses on day 1 will not be offset by gains on day 2 because the starting amount is smaller.



Day	BTC Index	BTC Index Percentage Change (%)	Short Bitcoin ETP (SBTC) Index	Short Bitcoin ETP (SBTC) Percentage Change (%)
0	100	-	100	-
1	103	3%	97	-3%
2	100	-2.9%	99.83	2.9%
Total	**-**	**0**	**-**	**-0.17%**

Scenario 2: Low Volatility, Downtrending Crypto Asset Price

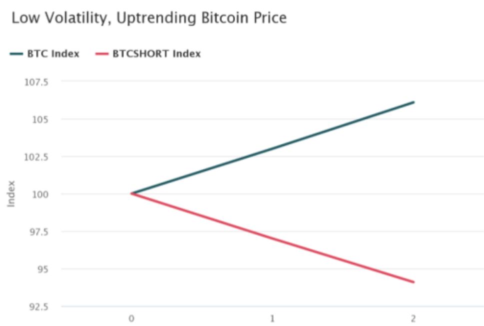
The example asset Bitcoin is stable, but trends in a negative direction. A short, unleveraged Product on Bitcoin will outperform the price of Bitcoin. Gains on day 1 will be compounded on day 2 as the starting amount is larger.



Day	BTC Index	BTC Index Percentage Change (%)	Short Bitcoin ETP (SBTC) Index	Short Bitcoin ETP (SBTC) Percentage Change (%)
0	100	-	100	-
1	97	-3%	103	3%
2	94.09	-3%	106.09	3%
Total	**-**	**-5.91%**	**-**	**6.09%**

Scenario 3: Low Volatility, Uptrending Crypto Asset Price

The example asset Bitcoin is stable, but trends in a positive direction. The price of a short, unleveraged product on Bitcoin will fall (but by less than Bitcoin goes up). Losses made on day 1 will cause subsequent losses to be applied to a smaller amount.



Day	BTC Index	BTC Index Percentage Change (%)	Short Bitcoin ETP (SBTC) Index	Short Bitcoin ETP (SBTC) Percentage Change (%)
0	100	-	100	-
1	103	3%	97	-3%
2	106.09	3%	94.09	-3%
Total	**-**	**6.09%**	**-**	**-5.91%**

Products featuring long, leveraged exposure

Products featuring long, leveraged exposure borrow USD (or an equivalent) and purchase the target asset on the market in order to replicate a physical leveraged exposure of the target asset. Each product therefore indirectly represents a quantity of Crypto Assets and a negative quantity of USD (or an equivalent), the so-called Asset Entitlement. The Asset Entitlement serves solely as a calculation measure for determining the Net Asset Value and the Redemption Amount of the Product. There is no legal or beneficial entitlement with respect to either the Crypto Assets or USD.

The price movement of the Underlying and the price movement of the Net Asset Value is correlated 1:L on a daily basis with L being the leverage factor, but Investor Fees will reduce the Net Asset Value, as shown in the example calculation below.

In short, if the value of the Asset Entitlement for a particular Product providing long and leveraged exposure *increases* compared to the Issue Price, this will have a *magnified positive impact* on the market value of the Product and, if the Product were redeemed at such point in time, on the Redemption Amount. The leverage factor amplifies gains relative to the Underlying's performance.

Conversely, if the value of the Asset Entitlement of the Product *decreases* compared to the Issue Price, this will have a *magnified negative impact* on the market value of the Product and, if the product were redeemed at such point in time, on the Redemption Amount. The leverage similarly amplifies losses, which may result in a greater reduction in value than would occur with an unleveraged product.

The **Net Asset Value** of a Product featuring long, leveraged exposure is calculated as follows:

$$Net\ Asset\ Value\ (NAV) = \sum_{i=1}^{n} p_i * q_i$$

Where (for all Crypto Assets (i)):

n = number of underlying components
p_i= Reference price of asset *i* with price source as stated in the Final Terms at 5 pm CET/CEST (unless otherwise specified)
q_i= Asset Entitlement of asset i

Example calculations for the determination of the NAV per unit can be found in the following table. An investor buying or selling the Product will do so at NAV, excluding brokerage and transaction costs.

Example	Underlying(s)	p_i (USD)	q_i	NAV
Leveraged Bitcoin (L=2)	BTC USD	$p_{BTC} = 20,000$ $p_{USD} = 1$	$q_{BTC} = 0.02$ $q_{USD} = -200$	200 USD

Products featuring long, leveraged exposure are rebalanced daily to track the leveraged performance of the reference index or asset. They are not designed to replicate the leveraged performance over periods longer than one day.

Example calculations on the effect of price changes over one day of the underlying can be found in the following table. The calculation assumes an initial NAV of the example above, a leverage factor L=2, Investor Fees of 2.5% yearly (0.00685% daily) and Borrow Cost of 5% yearly (0.01370% daily) for the borrowed position. An investor buying or selling the Product will do so at NAV, excluding brokerage and transaction costs.

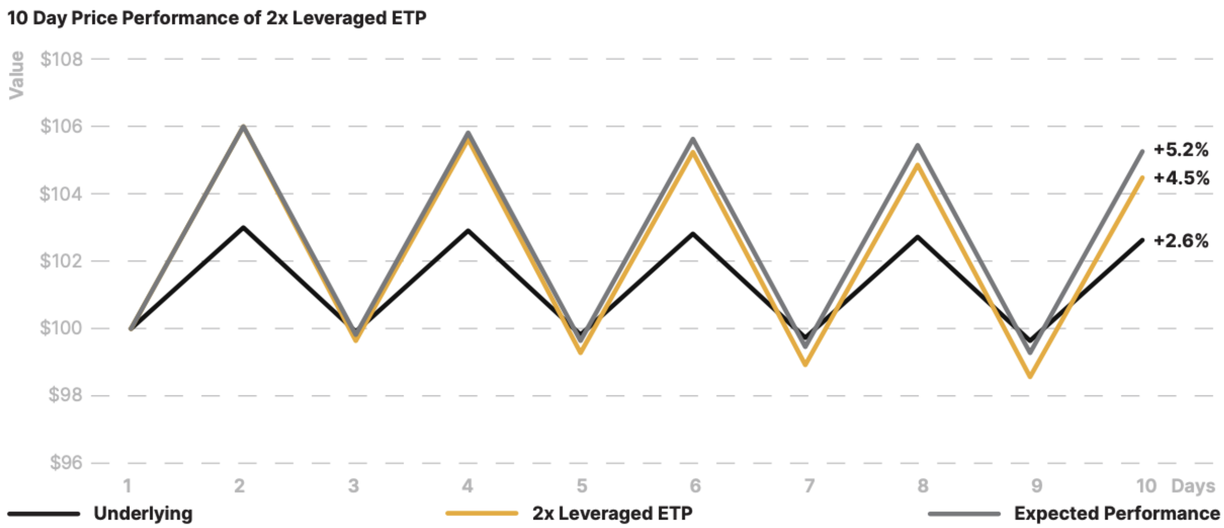
	Scenarios		
	Increase	Decrease	No changes
Initial prices (USD), $p_{i,t=0}$	$p_{BTC,0} = 20,000$ $p_{USD,0} = 1$	$p_{BTC,0} = 20,000$ $p_{USD,0} = 1$	$p_{BTC,0} = 20,000$ $p_{USD,0} = 1$
Initial entitlements, $q_{i,t=0}$	$q_{BTC,0} = 0.02$ $q_{USD,0} = -200$	$q_{BTC,0} = 0.02$ $q_{USD,0} = -200$	$q_{BTC,0} = 0.02$ $q_{USD,0} = -200$
Initial NAV, $NAV_{t=0}$	200 USD	200 USD	200 USD
Bitcoin Price at the end of the day (USD), $p_{i,t=1}$	22,000	18,000	20,000
Mark-to-Market NAV before fees, $NAV_{1,before} = (q_{USD,t=0} * p_{USD,t=0}) + (q_{BTC,t=0} * p_{BTC,t=1})$	240 USD	160 USD	200 USD
Investor Fee Accrual = $NAV_{1,before} * daily\ Investor\ Fee$	0.01644 USD	0.01096 USD	0.0137 USD
Borrow Cost Accrual = $-q_{USD,0} * p_{USD,1} * daily\ Borrow\ Cost$	0.0274 USD	0.0274 USD	0.0274 USD
NAV after fees, $NAV_{t=1} = NAV_{1,before} - Accruals$	239.96 USD	159.96 USD	199.96 USD
New target short exposure, $Target\ USD\ exposure = NAV_{t=1} * L$	479.92 USD	319.92 USD	399.92 USD
New BTC entitlement, $q_{BTC,t=1} = Target\ USD\ exposure / p_{BTC,t=1}$	$q_{BTC,1} = 0.021815$	$q_{BTC,1} = 0.017773$	$q_{BTC,1} = 0.019996$
New USD entitlement, $q_{USD,t=1} = NAV_{t=1} - Target\ USD\ exposure$	$q_{USD,1} = -239.96$	$q_{USD,1} = -159.96$	$q_{USD,1} = -199.96$

The Product is rebalanced on a daily basis to achieve its stated investment objective. As a result, its ƒkperformance is subject to the effects of compounding. Consequently, for holding periods longer than a single day, the cumulative performance of the Product is likely to differ from the simple multiplication of the investment objective and the underlying asset's cumulative performance over the same period. This effect is particularly pronounced in volatile markets. The following example scenarios illustrate this effect.

Scenario 1: High Volatility, Oscillating Underlying Price

In a volatile market, where the underlying is continuously moving up and down, compounding will lead to a negative effect vs the expected value for investors who hold the ETP for longer periods. The leveraged ETP tracks the leveraged daily performance of the underlying. After a loss, every loss on the leveraged ETP will be applied to a lower ETP value. After a gain, every gain will be applied to a higher ETP value. This means that the ETP will have lost value even if the price of the underlying ends up being the same.

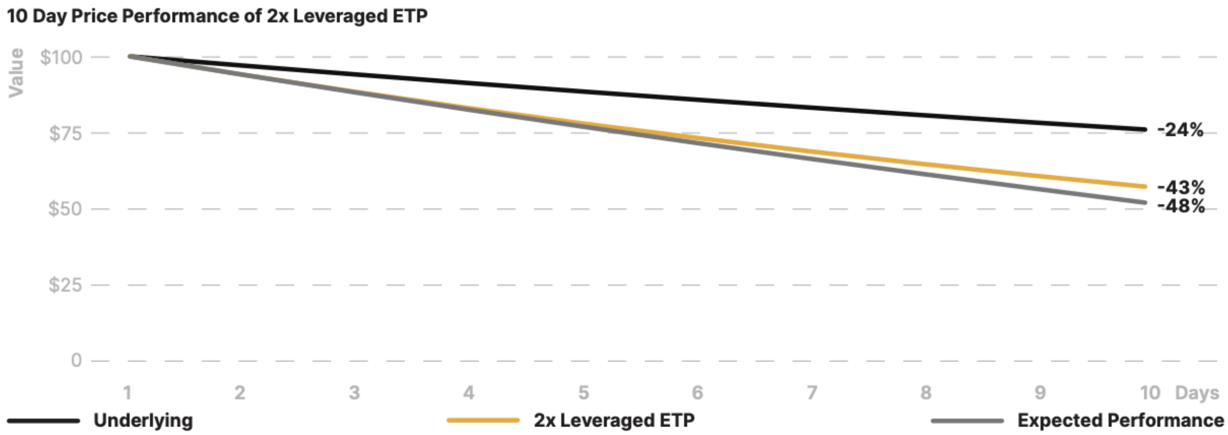
The graph below shows the performance of an underlying and its 2x Leveraged ETP over 10 days. The underlying oscillates daily between 3% increases and -3% declines. After 10 days, the underlying asset is up by +2.6%, while the 2x Leveraged Bitcoin ETP is up by 4.5% due to compounding. The expected return without compounding would be 5.2%.



Scenario 2: Low Volatility, Downtrending Underlying Price

If the underlying price is stable but trending in a negative direction, the Leveraged ETP's value will decrease by 2x the amount. Losses made on one day will be subsequent losses applied to a smaller amount. This means that compounding will lead to slightly reduced losses than if there was no compounding.

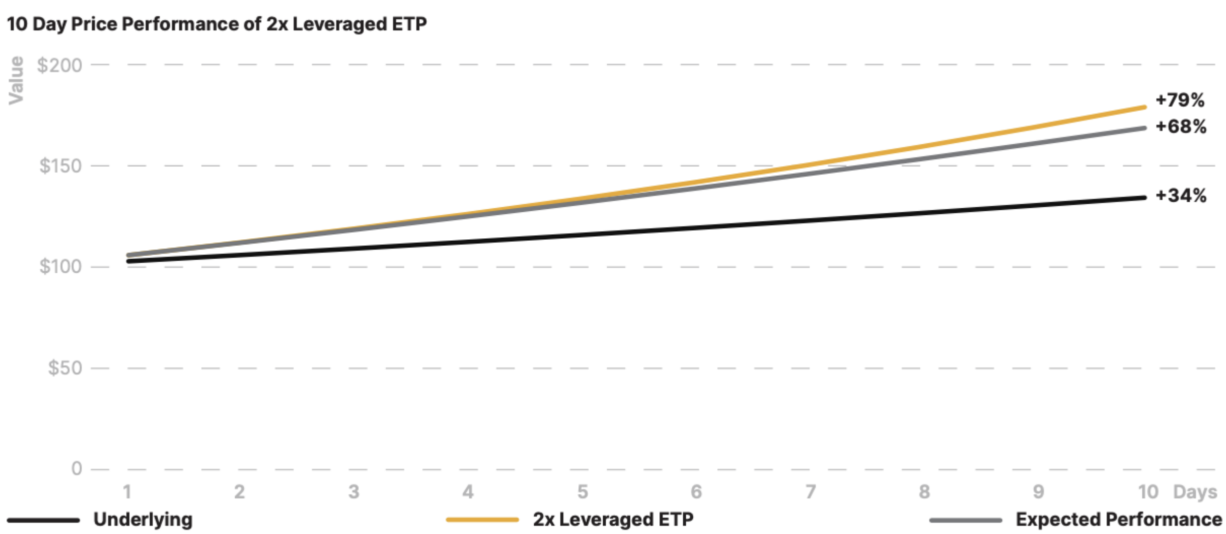
The graph below shows the performance of an underlying and its 2x Leveraged ETP over 10 days. The underlying continuously decreases by 3% per day. After 10 days, the underlying asset is down by -24%, while the 2x Leveraged ETP is down by -43% due to compounding. The expected return without compounding would be -48%.



Scenario 3: Low Volatility, Uptrending Underlying Price

If the underlying price is stable but trending in a positive direction, the Leveraged ETP's price will rise 2x that amount and overall benefit. This is because daily returns of the ETP are compounded and gains made on one day will benefit from gains made on previous days.

The graph below shows the performance of an underlying and its 2x Leveraged ETP over 10 days. The underlying continuously increases by 3% per day. After 10 days, the underlying asset is up by +34%, while the 2x Leveraged ETP is up by 79% due to compounding. The expected return without compounding would be 68%.



The Redemption Amount

The Redemption Amount will be reduced by the Investor Fee irrespective of whether the value of the entitlement increases, decreases or stays flat. Products providing short exposure are also subject to a cost component for borrowing costs as specified in the relevant Final Terms. The market value of the Products will take this into account on a continuous basis.

The Redemption Amount can be as low as zero.

The market value of a Product, i.e. the prices at which the Product can be purchased or sold, may be different than the value a hypothetical calculation of the Redemption Amount would result in at any given point in time.

Price per Product

On the Issue Date of the Series, the Price per Product will be equal to its Issue Price.

On a Redemption Date, the Price per Product will be the Redemption Amount calculated in accordance with the formula set out in the relevant Final Terms. In the case of the Redemption Amount per Product as calculated in accordance with the formula set out above being less than the smallest denomination of the Settlement Currency (i.e., U.S.$0.01, €0.01, CHF 0.01, £0.01 or the equivalent in other Settlement Currencies), the Redemption Amount per Product shall be deemed to be, and will be, reduced to zero.

Redemptions by Authorised Participants pursuant to Condition 5.3 (*Redemption at the Option of an Authorised Participant)* of both sets of General Terms and Conditions shall be settled on an in-kind basis unless the Issuer permits such redemption to be settled in accordance with Condition 5.5 (*Cash Settlement*) of the General Terms and Conditions for Products related to Crypto Assets and/or Commodity Assets, or Condition 5.4 (*Cash Settlement*) of the General Terms and Conditions for Products related to Equity Assets.

Issue Price

The Issue Price in respect of a Tranche of Products will be specified in the Final Terms relating to such Tranche.

The Issue Price will reflect the current market value of the Crypto Asset Collateral, Equity Asset Collateral and/or, where applicable, Commodity Asset Collateral collateralising the Product on the Issue Date.

Interest on the Products

The Products do not bear interest at a prescribed rate.

Redemption

The Issuer may terminate and redeem a Series of Products in whole but not in part at any time, at the Issuer's sole discretion and without any further prior consent of the Investors, on the Redemption Date by publishing a Termination Notice in accordance with the General Terms and Conditions for each type of Product.

On each Investor Put Date (as specified in the relevant Final Terms), an Investor holding Products may, by no less than 30 days' and no more than 60 days' written notice prior to the Investor Put Date (the Redemption Period) to the Issuer (including by e-mail to etp@21shares.com), redeem the Products held by such Investor, in an amount of Products corresponding to such Investor's Redemption Order (as defined below), on the Investor Put Date specified in the relevant Final Terms.

Authorised Participants may request the Issuer to terminate and redeem all or part of it's holding of Products by delivery of the Crypto Asset Collateral, Equity Asset Collateral, and, where applicable, Commodity Asset Collateral, for such Products in accordance with Condition 5.3 (*Redemption at the Option of an Authorised Participant*) and the relevant Authorised Participant Agreement. Redemptions by Authorised Participants shall be settled on an in-kind basis unless the Issuer permits such redemption to be settled in accordance with Condition 5.5 (*Cash Settlement*) of the General Terms and Conditions for Products related to Crypto Assets and/or Commodity Assets, or Condition 5.4 (*Cash Settlement*) of the General Terms and Conditions for Products related to Equity Assets.

Events of Default, Insolvency Event and Enforcement

If an Event of Default and Acceleration or an Insolvency Event occurs in respect of a Series of Products, each Product of such Series shall become, immediately redeemable without further action or formality.

Upon the occurrence of an Event of Default or Insolvency Event, the Collateral Agent shall: (i) in the case of an Event of Default, if so instructed by Investors representing not less than 25% of Products in the relevant Series in writing; or (ii) in the case of an Insolvency Event, if so instructed by any Investor in writing, serve an Enforcement Notice on the Issuer and, subject as provided in the Collateral Agent Agreement, at any time and without notice, institute such proceedings and/or take such action, step or proceedings as it may think fit against, or in relation to, the Issuer or any other person to enforce its rights under any of the Product Documentation.

Subject to the provisions of the Collateral Agent Agreement, at any time after the Issuer Security has become enforceable, the Collateral Agent shall, 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.

The Collateral Agent shall not be required or obliged to take any action, step or proceeding whether in relation to the enforcement of the Issuer Security or otherwise without first being indemnified and/or secured and/or pre-funded to its satisfaction.

GENERAL TERMS AND CONDITIONS

Products related to Crypto Assets and/or Commodity Assets

*The Products are issued under the exchange traded products programme (the **Programme**) established by* 21Shares *AG (the **Issuer**). The following general terms and conditions (together, the **General Terms and Conditions** and each, a **Condition**) are applicable to all Products issued under the Programme by the Issuer and shall be completed by, and read in conjunction with, the Final Terms related to the relevant Products. In case of inconsistencies between the General Terms and Conditions and the Final Terms, the Final Terms shall prevail.*

The Investors are deemed to have notice of all the provisions of these General Terms and Conditions, the Final Terms, the relevant Authorised Participant Agreement, the Collateral Agent Agreement, the Administration Agreement and the Paying Agency Agreement.

All subsequent references in these General Terms and Conditions to "Products" are to the Products which are the subject of a relevant Final Terms. All capitalised terms that are not defined in these General Terms and Conditions will have the meanings given to them in the relevant Final Terms.

As used in these General Terms and Conditions, **Tranche** means Products of the same Series, which are identical in all respects except for the Issue Date and the Issue Price.

For the purposes of these General Terms and Conditions, where Products are redeemed in accordance with these General Terms and Conditions, the Issuer and the relevant Investor(s) shall be deemed to consent to the release of the relevant Underlyings.

1. DEFINITIONS

The following definitions are applicable to all Products issued under the Programme by the Issuer and shall be read in conjunction with the Final Terms related to each Tranche of Products, which completes them.

As used in these General Terms and Conditions, the following definitions shall have the meanings in respect of any Products as set forth below. Words denoting the singular number only shall include the plural number also and *vice versa*.

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.

Administrator means NAV Consulting, Inc., as specified in the relevant Final Terms and any successor administrator(s).

Administration Agreement means the agreement dated on or about 28 August 2023 between the Issuer and NAV Consulting, Inc., as may be amended and/or supplemented and/or restated from time-to-time.

ACA means (i) the account control agreement dated 15 April 2019, governed by the laws of New York, entered into between the Issuer, Coinbase Custody Trust Company, LLC, and the Collateral Agent with respect to the respective Collateral Account or (ii) the account control agreement dated 31 March 2022, governed by the laws of England, entered into between the Issuer, JPMorgan Chase Bank N.A., and the Collateral Agent with respect to the respective secured accounts and secured property or (iii) the account control agreement dated 27 June 2022, governed by the laws of England, entered into between the Issuer, Copper Markets (Switzerland) AG and the Collateral Agent with respect to the respective Collateral Account or (iv) the account control agreement dated 27 October 2023, by and between the Issuer, Zodia Custody Limited and the Collateral Agent or (v) the account control agreement dated 14 February 2024 by and between the Issuer, Coinbase Custody International, Ltd. and the Collateral Agent or (vi) the account control agreement dated 21 October 2024, governed by the laws of New York, entered into between the Issuer, Anchorage Digital Bank N.A. and the Collateral Agent or (vii) the account control agreement dated 21 October 2024, governed by the laws of New York, entered into between the Issuer, BitGo Bank and Trust, NA. and the Collateral Agent or (viii) any other account control agreement specified in the Final Terms, as applicable.

Airdrop means the equivalent of a special dividend in kind which results in the creation or allocation of new units of an existing asset serving as an Underlying or Underlying Component (as defined below) to the participants of a blockchain or in the creation or allocation of a new asset distributed to the participants of the blockchain of an existing asset serving as an Underlying or Underlying Component (as defined below). The new units of Crypto Assets are allocated to some but not necessarily all participants on a blockchain and are typically designed to incentivise specific behaviour in the network (i.e., increased participation, maintaining infrastructure, etc.).

Allocated Precious Metals Account Agreement means the allocated precious metals account agreement, dated 31 March 2022, governed by the laws of England, entered into between the Issuer and JPMorgan Chase Bank, N.A.

AP Redemption Date means the transaction date specified by a relevant Authorised Participant in its Form of Order Request, or such other date as may be agreed in writing between the Issuer and the relevant Authorised Participant.

Appointee means any agent, delegate, custodian or nominee appointed by the Collateral Agent.

Authorised Participant means an entity that is specified in the Final Terms and has entered into an Authorised Participant Agreement with the Issuer.

Authorised Participant Agreement means an agreement between the Issuer and an Authorised Participant in respect of the creation, redemption and distribution of Products, as may be amended and/or supplemented and/or restated from time-to-time.

Basket means a basket of Underlyings as specified in the Final Terms, as may be adjusted by the Index Calculation Agent, from time-to-time in accordance with these General Terms and Conditions.

Bitwise means Bitwise Index Services, LLC.

Business Day in connection with any payment and settlement procedure, means a day on which (i) relevant Clearing Systems are open and Products can be settled, (ii) relevant commercial banks and custodians are open, (iii) banks in Zurich are open, (iv) foreign exchange markets execute payments in the respective Settlement Currency, (v) Underlyings or Underlying Components of the relevant Product can be settled, and/or (vi) any other day, as specified in the Final Terms, if applicable.

Cash Settlement means the procedures specified in Condition 5.5, as completed by the Final Terms.

Clearing and/or **Clearing System** means (i) in relation to Products listed on the SIX Swiss Exchange, SIS and any additional clearing system approved by the SIX or (ii) any other additional clearing system specified in the Final Terms.

Collateral means the Underlyings or Underlying Components credited to the Collateral Account and other assets denominated in the Underlyings or Underlying Components and/or any other collateral specified in the Final Terms and which serve as collateral for the Product.

Collateral Account means (i) the account or sub-account, as applicable, administered by the relevant Custodian(s) and opened for the Products and (ii), where applicable, the accounts established pursuant to the Allocated Precious Metals Account Agreement and the Unallocated Precious Metals Account Agreement.

Collateral Agent means The Law Debenture Trust Corporation p.l.c. and any successor collateral agent.

Collateral Agent Agreement means the Collateral Agent Agreement, governed by the laws of England, with certain provisions of the Collateral Agent Agreement being governed by the laws of Switzerland as stated within the Collateral Agent Agreement, entered into between the Issuer and the Collateral Agent dated 13 November 2018, as may be amended and/or supplemented and/or restated from time-to-time.

Collateralisation means the procedures set out in Condition 3.2.

Commodity Asset Collateral means the amount of Commodity Assets collateralizing a Product and credited to the relevant Collateral Account.

Commodity Assets means the commodity(ies) in the form of precious metals specified as Underlying Component(s) in the applicable Final Terms.

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

Crypto Assets means any digital asset(s) within the range of crypto assets directly or indirectly related to the 200 largest cryptocurrencies or currencies measured by market capitalization in USD (at the time of initial listing of the Product), as published on the price source coinmarketcap.com.

Custodian means Coinbase Custody Trust Company, LLC, Copper Markets (Switzerland) AG, Bank Frick AG, Zodia Custody Limited, Coinbase Custody International, Ltd., JPMorgan Chase Bank, N.A., Anchorage Digital Bank N.A., BitGo Bank and Trust, NA., as specified in the applicable Final Terms, or any successor or additional custodian.

Custodial Services Agreement means (i) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated on or about 15 April 2019 between the Issuer and Coinbase Custody Trust Company, LLC, as may be amended and/or supplemented and/or restated from time-to-time or (ii) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated 27 June 2022 between the Issuer and Copper Markets (Switzerland) AG, as may be amended and/or supplemented and/or restated from time-to-time or (iii) the Unallocated Precious Metals Account Agreement dated on or about 31 March 2022 between the Issuer and JPMorgan Chase Bank, N.A. as may be amended and/or supplemented and/or restated from time-to-time or (iv) the Allocated Precious Metals Account Agreement dated on or about 31 March 2022 between the Issuer and JPMorgan Chase Bank, N.A., as may be amended and/or supplemented and/or restated from time-to-time, (v) the custodial services agreement in relation to assets collateralising Products issued under the Programme dated December 23, 2019 between Bank Frick AG and the Issuer, as may be amended and/or supplemented and/or restated from time-to-time or (vi) the digital assets custody agreement dated 19 September 2023 by and between the Issuer and Zodia Custody Limited or (vii) the prime broker custody agreement dated 7 February 2024 by and between the Issuer and Coinbase Custody International, Ltd., or (viii) the master custody service agreement in relation to assets collateralising Products issued under the Programme dated 21 October 2024 between Anchorage Digital Bank N.A. and the Issuer, as may be amended and/or supplemented and/or restated from time-to-time or (ix) the BitGo custodial services agreement in relation to assets collateralising Products issued under the Programme dated 21 October 2024 between BitGo Bank and Trust, NA. and the Issuer, as may be amended and/or supplemented and/or restated from time-to-time or (x) any other custodial services agreement specified in the applicable Final Terms, as applicable.

DEBA means the Swiss Debt Enforcement and Bankruptcy Act of 11 April 1889, as amended.

Enforcement Notice means a notice given to the Issuer by Collateral Agent (following receipt of instructions to do so by the Required Threshold of Investors) following the occurrence of an Event of Default or an Insolvency Event as set out in Condition 21.

Event of Default has the meaning given in Condition 20.

Exchange means the trading venues specified in the Final Terms where the Product is traded.

Exchange Business Day means, if not otherwise specified in the Final Terms:

(i) In relation to Products with a single Underlying or a Basket, if the value of such Underlying or Underlying Components is determined:

(a) by way of reference to a price or value source including but not limited to information providers such as Reuters or Bloomberg and the respective pages on their systems, a day on which such price or value source still exists and officially provides for the respective price or value, subject to Market Disruption Events;

(b) by way of reference to a publication of an official fixing, a day on which such fixing is scheduled to be determined and published by the respective fixing sponsor, subject to Market Disruption Events;

(c) by way of reference to an official cash settlement price, a day, on which such official cash settlement price is scheduled to be determined and published by the respective exchange or any other official announcing party, subject to Market Disruption Events;

(d) by way of reference to an official settlement price, a day, on which the Relevant Underlying Exchange is scheduled to be open for trading for its respective regular trading session, notwithstanding any such Relevant Underlying Exchange closing prior to its scheduled closing time.

(ii) In relation to Products with an Index as Underlying, a day, on which the relevant Index is calculated by the Index Calculation Agent or the Successor Index Calculation Agent and published by the Publishing Party or the Publishing Third Party, subject to Market Disruption Events.

(iii) In relation to Products with more than one Underlying or Underlying Component, irrespective of their nature and number, a day on which all Underlyings or Underlying Components can be determined in accordance with (i) and (ii) above.

Extraordinary Event has the meaning assigned to such term in Condition 17.

Fair Market Value has the meaning assigned to such term in Condition 9.2.

Final Fixing Date means, subject to provisions regarding a Market Disruption Event, the date for the determination of the Redemption Amount, specified in the Final Terms or in any Termination Notice.

FISA has the meaning assigned to such term in Condition 2.

Fork means an event where a developer or group of developers split the code base powering a Crypto Asset that serves as an Underlying or Underlying Component into two or more branches of variations of development, resulting in the creation of a new asset which derives from the original blockchain of the respective Underlying or Underlying Component.

Form of Order Request means the form of order request in respect of a redemption of Products at the option of an Authorised Participant in accordance with Condition 5.3, as set out in the relevant Authorised Participant Agreement.

FX Disruption Event has the meaning given in Condition 10.

FX Establishment Date has the meaning given in Condition 10.

FX Rate has the meaning given in Condition 10.

Global Paying Agent means Bank Frick AG and any successor global paying agent.

Increased Cost of Collateralisation has the meaning specified in Condition 10.

Index means the index specified in the Final Terms.

Index Calculation Agent means the index calculation agent specified in the Final Terms.

Index Sponsor means the sponsor of the Index specified in the Final Terms.

Insolvency Event has the meaning given in Condition 20.

Intermediated Securities has the meaning assigned to such term in Condition 2.

Investor means (i) the persons, other than intermediaries (*Verwahrungsstellen*), holding the Products in a securities account (*Effektenkonto*) with an intermediary (*Verwahrungsstelle*) and (ii) the intermediaries (*Verwahrungsstellen*) holding the Products for their own account, in each case in accordance with the provisions of the FISA.

Investor Order Request Form has the meaning given in Condition 5.4.

Investor Put Date is the date specified in the relevant Final Terms.

Issue Date means the date specified in the Final Terms on which the Products are issued.

Issue Price per Product means the Crypto Asset Collateral and, where applicable, the Commodity Asset Collateral, specified in the Final Terms.

Issuer means 21Shares AG, a corporation incorporated under the laws of Switzerland.

Issuer Security means 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 and the ACA.

Issuer Security Enforcement Proceeds has the meaning assigned to such term in Condition 21.2.

Jura Pentium Servicing Entity means Jura Pentium AG or any successor servicing entity.

Main Register has the meaning assigned to such term in Condition 2.

Market Disruption Event has the meaning specified in Condition 6.

Market Maker means the market maker specified in the Final Terms. This may be the same as or different than the Authorised Participant for the Product.

Minimum Investment Amount means the minimum investment amount for any Tranche of Products as specified in the Final Terms, if any.

Minimum Trading Lot means a minimum trading lot specified in the Final Terms, if any.

Observation Date has the meaning specified in the Final Terms, if applicable.

Paying Agency Agreement means the agency agreement between the Issuer and the Global Paying Agent in relation to the Programme, as may be amended and/or supplemented and/or restated from time-to-time.

Pledge of Collateral Account Agreement means (i) the Pledge of Collateral Account Agreement governed by the laws of New York dated on or about 15 April 2019 between, the Issuer, as pledgor, and the Collateral Agent, as collateral agent, in respect of the Collateral, as may be amended and/or supplemented and/or restated from time-to-time or (ii) the security agreement governed by the laws of England dated 18 August 2021 between, the Issuer, as assignor, and the Collateral Agent, as collateral agent, in respect of the Collateral, as may be amended and/or supplemented and/or restated from time-to-time (iii) the pledge of collateral account agreement, dated 31 March 2022 and governed by the laws of England, between the Issuer, as pledgor, and the Collateral Agent, as collateral agent, with respect to the accounts established under the Allocated Precious Metals Accounts Agreement and the Unallocated Precious Metals Accounts Agreement, respectively, as may be amended and/or supplemented and/or restated from time-to-time, or (iv) any other pledge of collateral account agreement specified in the applicable Final Terms, as applicable.

Postponed Final Fixing Date has the meaning given in Condition 10.

Postponed Observation Date has the meaning given in Condition 10.

Potential Adjustment Event has the meaning given in Condition 8.1.

Product means the exchange traded products linked to an Underlying, as specified in the Final Terms.

Product Calculation Agent means the calculation agent specified in the relevant Final Terms.

Product Documentation means these General Terms and Conditions and the relevant Final Terms, each as may be amended and/or supplemented and/or restated from time-to-time.

Publishing Party means the entity specified as the Publishing Party in the Final Terms.

Publishing Third Party means the entity which is the successor to the Publishing Party.

Receiver means a person appointed by the Collateral Agent to assist with the performance of their duties under the Collateral Agent Agreement in accordance with Clause 16 (*Appointment and Removal of Receiver or Administrator*) thereof.

Redemption Amount means an amount in the Settlement Currency payable per Product by the Issuer to the Investors calculated as specified in the Final Terms; *provided, however,* that in the case of an Extraordinary Event pursuant to Condition 17, the Redemption Amount shall be reduced and may be as low as zero (*i.e.*, U.S.$0.00, €0.00, CHF 0.00, £0.00 or the equivalent in other Settlement Currencies).

Redemption Date means (i) the date specified in the Termination Notice, which date shall be no earlier than 30 days after publication of the Termination Notice; or (ii) in respect of any redemption following the exercise of an Investor's option in accordance with Condition 5.2, the relevant Investor Put Date, as specified in the Final Terms. Where a Final Fixing Date is postponed as a consequence of a Market Disruption Event, the Redemption Date will be postponed accordingly.

Redemption Order has the meaning set out in Condition 5.2.

Redemption Period has the meaning set out in Condition 5.2.

Relevant Currency means the currency in which the Underlying or Underlying Components is trading on the Relevant Underlying Exchange.

Relevant Underlying Exchange(s) means the exchange(s) or a quotation system as specified in the Final Terms on which the relevant Underlying or Underlying Components are traded, or any successor to such Relevant Underlying Exchange or any substitute exchange or quotation system to which trading in the Underlying has temporarily relocated. Any substitute exchange or quotation system must provide comparable liquidity relative to the Underlying or Underlying Components as on the original Relevant Underlying Exchange, as determined by the Issuer.

Required Threshold means: (i) in respect of any action relating to or following an Insolvency Event, any Investor; and (ii) in any other case (including, for the avoidance of doubt, an Event of Default), Investors representing not less than 25% of Products in the relevant Series.

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

Settlement Currency means the currency specified in the Final Terms in which the Redemption Amount is settled.

SIS means SIX SIS AG, Olten, Switzerland, or any successor thereof.

SIX or **SIX Swiss Exchange** means the SIX Swiss Exchange AG, Pfingstweidstrasse 110, 8005 Zurich, Switzerland, or its successor.

Successor Index Calculation Agent means the entity that is the successor to the Index Calculation Agent.

Successor Underlyings means underlying assets as defined in Condition 8.3.

Swiss Paying Agent means the Swiss bank or securities dealer performing the paying agency function for a particular Series of Products for the purposes of the regulations of the SIX Swiss Exchange as set forth in the relevant Final Terms.

Termination Notice means the Issuer's notice of the termination and redemption of the Products.

Transition refers to any modification, alteration, or migration within a blockchain or cryptocurrency protocol, including but not limited to changes in consensus mechanisms, algorithmic upgrades, security patches, governance updates, the introduction of new features or functionalities, or the introduction of a new cryptocurrency or token by the protocol that do not fall under the definition of "Airdrops" or "Forks". Such transitions may involve requiring existing holders of a prior token or coin to exchange or migrate their holdings to a newly introduced cryptocurrency. The term encompasses all technical, operational, or structural adjustments to the protocol or its underlying architecture, whether effectuated through direct code changes, network upgrades, or any other means that do not result in the creation of a separate, parallel blockchain or token distribution scheme under the definition of “Airdrop” or “Fork”.

Unallocated Precious Metals Accounts Agreement means the unallocated precious metals accounts agreement governed by the laws of England, dated 31 March 2022, between the Issuer and JPMorgan Chase Bank, N.A.

Underlying Component means, in relation to Products linked to an Index, each component of such Index and, in relation to Products linked to a Basket, each component of such Basket.

Underlying Illiquidity has the meaning assigned to such term in Condition 7.1.

Underlying means the underlying specified in the Final Terms.

Wallet (or Digital Wallet or Cryptocurrency Wallet or Crypto Wallet) means a software program where a private key (secret number) and public address for every Crypto Asset address that is saved in the wallet of the person or person who owns the balance.

2. SERIES, TRANCHES AND FORM

Products issued under the Programme are issued in series (each, a **Series**), and each Series may comprise one or more tranches (each, a **Tranche**). Each Tranche is subject to a Final Terms. Tranches in a Series shall be identical in all respects except for the Issue Date and the Issue Price.

Products in each Series will be issued in uncertificated form in the Minimum Investment Amount(s), if applicable, and Relevant Currency specified in the Final Terms, as uncertificated securities (*Wertrechte*) that are created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtebuch*). Such Products will then be entered into the main register of the Clearing System (*Hauptregister*) (the **Main Register**). Once the Products are registered in the Main Register of the Clearing System and entered into the accounts of one or more participants of the Clearing System, they will constitute intermediated securities (*Bucheffekten*) (**Intermediated Securities**) in accordance with the provisions of the Swiss Federal Intermediated Securities Act of 3 October 2008, as amended (the **FISA**).

None of the Issuer, the Investors, the Global Paying Agent, any Swiss Paying Agent or any other person shall at any time have the right to affect or demand the conversion of Products (as uncertificated securities) into, or the delivery of, a permanent global certificate (*Globalurkunde*) or individually certificated securities (*Wertpapiere*).

So long as the Products remain registered with the Clearing Systems, the Products may only be transferred or otherwise disposed of in accordance with the provisions of the FISA by entry of the transferred Products in a securities account of the transferee.

The records of the Clearing System will determine the number of Products held through each participant in the Clearing System. In respect of the Products held in the form of Intermediated Securities, the holders of the Products will be the Investors.

3. STATUS AND COLLATERALISATION

3.1 Status

The Products constitute unsubordinated obligations of the Issuer and rank *pari passu* with each and all other current and future unsubordinated obligations of the Issuer.

3.2 Collateralisation

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 or other assets specified in the relevant Final Terms 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.

4. PERPETUAL PRODUCTS

The Products are perpetual ("open-ended") and have no fixed maturity.

The Issuer has the right to terminate and redeem all but not part of the outstanding Products in any Series in accordance with the procedure described in Condition 5.

5. REDEMPTION OF PRODUCTS

5.1 Termination and Redemption of Products by the Issuer

The Issuer may terminate and redeem the Products outstanding in any Series in whole but not in part (i) at any time, at the Issuer's sole discretion and without any further consent of or approval by the Investors, on the relevant Redemption Date by publishing the Termination Notice in respect of such Series in accordance with Condition 16, and (ii) in accordance with Conditions 11 and 12.

5.2 Redemption of Products at the Option of the Investors

The Issuer shall, at the option of any Investor holding Products, upon such Investor giving not less than 30 nor more than 60 days' written notice, prior to the Investor Put Date (the **Redemption Period**) to the Issuer (including by e-mail to etp@21shares.com), redeem the Products held by such Investor, in an amount of Products corresponding to such Investor's Redemption Order (as defined below), on the Investor Put Date specified in the relevant Final Terms.

To exercise such an option, the holder must, within the Redemption Period, instruct the financial intermediary maintaining the relevant securities account for such holder to set up a sell order (the **Redemption Order**) with the Global Paying Agent, acting on behalf of the Issuer. All Redemption Orders received by the Global Paying Agent or the Issuer and the Administrator (as the case may be) during the Redemption Period shall be deemed to be valid, and may not be subsequently withdrawn without the prior consent of the Issuer. Settlement of such Redemption Orders shall take place exclusively (i) for redemptions pursuant to Conditions 5.4, as stated therein and (ii) for redemptions pursuant to Condition 5.5, in the delivery versus payment procedure via SIX SIS.

Products shall be redeemed in accordance with the procedures set forth in Condition 5.4 unless the relevant Investor specifies in the applicable Redemption Order that the procedures set forth in Condition 5.3 or in Condition 5.5 shall apply or the Investor is prohibited for legal or regulatory reasons from receiving delivery of the Crypto Asset Collateral and, where applicable, of the Commodity Asset Collateral.

5.3 Redemption of Products at the Option of an Authorised Participant

(a) An Investor, which is also an Authorised Participant, may at any time, require the Issuer to terminate and redeem all or part of its holding of Products by delivery of the Crypto Asset Collateral and, where applicable, of the Commodity Asset Collateral for such Products (as determined by the Product Calculation Agent) in accordance with paragraph (b) by lodging with the Issuer a Form of Order Request.

(b) Where Products are required to be redeemed by delivery of the Crypto Asset Collateral and, where applicable, of the Commodity Asset Collateral for such Products in line with paragraph (a):

(i) the Authorised Participant shall submit a Form of Order Request on the order-taking platform;

(ii) the Issuer and Administrator shall verify the order to ensure that it complies with these Conditions, the relevant Final Terms and the relevant Authorised Participant Agreement and, if so, shall send an order confirmation;

(iii) the Global Paying Agent shall (i) de-register the relevant Products in the Main Register and (ii) debit the direct participant's account accordingly via FOP transfer instructions;

(iv) the Global Paying Agent shall cancel the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtebuch*);

(v) the relevant Custodian(s) shall transfer the relevant Crypto Asset Collateral and, where applicable, of Commodity Asset Collateral to the Authorised Participant's Wallet or account on the relevant AP Redemption Date.

(c) From the relevant AP Redemption Date, all title to and risks in such Crypto Asset Collateral and, where applicable, in such Commodity Asset Collateral shall pass to the holder of the relevant Products. None of the Issuer, the Administrator the Collateral Agent, the Jura Pentium Servicing Entity, the Global Paying Agent or any Swiss Paying Agent or other paying agent shall be responsible or liable for any failure by the relevant Custodian(s) to effect delivery of the relevant Crypto Asset Collateral or, where applicable, the relevant Commodity Asset Collateral in accordance with the Form of Order Request and the instructions given by the Issuer or any other person. However, in the event of such failure, the Issuer shall to the extent practicable, assign to the redeeming Authorised Participant its claims in respect of such Crypto Asset Collateral and, where applicable, of such Commodity Asset Collateral in satisfaction of all claims of such holder in respect of the Products to be redeemed and the holder shall have no further claims against the Issuer or the Issuer Security.

(d) The obligations of the Issuer in respect of Products being redeemed pursuant to this Condition 5.3 shall be satisfied by transferring the relevant Crypto Asset Collateral and where applicable, the relevant Commodity Asset Collateral in accordance with this Condition 5.3.

(e) An Authorised Participant may request redemption under this Condition 5.3 to be effected on a Cash Settlement basis. If such request is approved by the Issuer, the redemption shall be effected in accordance with the procedures set out in Condition 5.5.

(f) A Form of Order Request submitted by an Authorised Participant shall be in the form set out in the relevant Authorised Participant Agreement and shall include, inter alia, the number and type of Products to be redeemed, the Wallet or account to which the relevant Crypto Asset Collateral and where applicable, the relevant Commodity Asset Collateral shall be delivered and the AP Redemption Date, and shall be signed by an authorised signatory of the Authorised Participant.

(g) The Issuer may change or vary the procedures for the lodgement and completion of the Form of Order Request and this Condition 5.3 shall be modified in respect of redemption to the extent of any such variation.

5.4 Redemption of Products by Delivery of the Crypto Asset Collateral for such Products

Unless the relevant Investor specifies in the applicable Redemption Order that the procedures set forth in Condition 5.5 shall apply, the Collateral consists of Commodity Asset Collateral, or the Investor is prohibited for legal or regulatory reasons from receiving delivery of the Crypto Asset Collateral, the Products that are subject to a specific Redemption Order shall be redeemed as follows:

(a) Products that are required to be redeemed pursuant to a relevant Redemption Order shall be redeemed by delivery of the Crypto Asset Collateral for such Products;

(b) the relevant Investor must, together with the applicable Redemption Order, submit the necessary details for such redemption in-kind by completing an investor order request form that can be obtained from the Issuer (the **Investor Order Request Form**). An Investor Order Request Form shall include, *inter alia*, the number and type of Products to be redeemed, the Wallet or account to which the relevant Crypto Asset Collateral shall be delivered on the Investor Put Date, and shall be duly signed by the Investor;

(c) the Issuer and Administrator shall verify the Redemption Order and Investor Order Request Form order to ensure that it complies with these Conditions, the relevant Final Terms and the relevant form obtained from the Issuer and, if so, shall send an order confirmation to the relevant Investor;

(d) the Global Paying Agent shall (i) de-register the relevant Products in the Main Register and (ii) debit the direct participant's account accordingly via FOP transfer instructions;

(e) the Global Paying Agent shall cancel the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtebuch*); and

(f) the relevant Custodian(s) shall transfer the relevant Crypto Asset Collateral to the Investor's Wallet or account specified in the Investor Order Request Form on the relevant Investor Put Date.

(g) From the relevant Investor Put Date, all title to and risks in such Crypto Asset Collateral shall pass to the holder of the relevant Products. None of the Issuer, the Administrator the Collateral Agent, the Jura Pentium Servicing Entity, the Global Paying Agent or any Swiss Paying Agent or other paying agent shall be responsible or liable for any failure by the relevant Custodian(s) to effect delivery of the relevant Crypto Asset Collateral in accordance with the Investor Order Request Form. However, in the event of such failure, the Issuer shall to the extent practicable, assign to the redeeming Investor its claims in respect of such Crypto Asset Collateral in satisfaction of all claims of such holder in respect of the Products to be redeemed and the holder shall have no further claims against the Issuer.

(h) The obligations of the Issuer in respect of Products being redeemed pursuant to this Condition 5.4 shall be satisfied by transferring the relevant Crypto Asset Collateral in accordance with this Condition 5.4.

(i) The Issuer may change or vary the procedures for the lodgement and completion of the Investor Order Request Form and this Condition 5.4 shall be modified in respect of redemption to the extent of any such variation.

5.5 Cash Settlement

(a) Cash Settlement Redemption

If so specified in the applicable Redemption Order, the termination and redemption of Products, other than as set out in Condition 5.3 (*Redemption of Products at the Option of an Authorised Participant*) shall be settled on a Cash Settlement basis in accordance with this Condition 5.5.

(b) Determination and Notification of the Redemption Amount

The Product Calculation Agent shall determine the Redemption Amount, if any, to be paid by the Issuer in respect of the Products being terminated and redeemed.

(c) Cash Settlement on the Redemption Date for the relevant Series

On or prior to the Redemption Date, the Issuer shall, in respect of the Products being terminated and redeemed, for value on the Redemption Date, transfer (or cause to be transferred) the Redemption Amount, if any, to the Global Paying Agent.

On the Redemption Date, the Global Paying Agent shall, subject to (i) transfer of the relevant Products to be terminated and redeemed and (ii) receipt of payment of the related taxes and duties, if any, initiate the redemption process by way of delivery versus payment procedure via SIX SIS AG.

6. MARKET DISRUPTION – RIGHTS ON A MARKET DISRUPTION

6.1 For Products related to an Index

This Condition 6.1 is applicable only in relation to Products related to an Index.

(a) Market Disruption Event

For the purpose of this Condition 6.1, **Market Disruption Event** means, in respect of an Index, the occurrence or existence on a day relevant for the fixing, observation or valuation of the Index, in particular the Final Fixing Date, of a suspension or a limitation on trading in a material number or percentage of the Underlying Components or a limitation on prices for such Underlying Component. The number or percentage can be determined in the Final Terms and in the absence of such determination, a suspension or limitation of trading in 20% or more of that Index capitalisation shall be deemed to constitute a Market Disruption Event.

For the purposes of this definition a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Relevant Underlying Exchange.

(b) Rights on the Occurrence of a Market Disruption Event

If the Product Calculation Agent, in its discretion determines that a Market Disruption Event has occurred and is continuing on a day relevant for the fixing, observation or valuation of the Index, for example the Final Fixing Date, then the respective day relevant for the fixing, observation or valuation of the Index shall be postponed until the next following Exchange Business Day on which there is no such Market Disruption Event.

If, in the sole opinion of the Product Calculation Agent, a Market Disruption Event is continuing, then the day relevant for the fixing, observation or valuation of the Index, in particular the Final Fixing Date, and the value for that Index shall be determined for such date by the Product Calculation Agent, in its duly exercised discretion and in accordance with established market practice.

6.2 For Products related to single Underlying or a Basket of any Underlyings

This Condition 6.2 is applicable only in relation to Products related to a single Underlying or a Basket.

(a) Market Disruption Event

For the purpose of this Condition 6.2, **Market Disruption Event** means, in respect of the single Underlying or Basket, that the price or value relevant for the Product cannot be determined or announced or published or otherwise is not being made available on a day relevant for the fixing, observation or valuation of such Underlying or Basket, in particular the Final Fixing Date, as determined by the Product Calculation Agent, in its duly exercised discretion.

(b) Rights on the occurrence of a Market Disruption Event

If the Product Calculation Agent, in its duly exercised discretion determines that a Market Disruption Event has occurred and is continuing on a day relevant for the fixing, observation or valuation of the single Underlying or Basket, in particular the Final Fixing Date, then the respective day relevant for the fixing, observation or valuation of such Underlying or Basket shall be postponed until the next following Exchange Business Day where there is no such Market Disruption Event.

If a Market Disruption Event is continuing, then the respective day relevant for the fixing, observation or valuation of the single Underlying or Basket, in particular the Final Fixing Date, and the value for such Underlying or Basket for such date shall be determined by the Product Calculation Agent, in its duly exercised discretion, but in accordance with established market practice.

In the case of Products relating to a Basket, the day relevant for the fixing, observation or valuation of the Basket, in particular the Final Fixing Date, for each Underlying Component which is not affected by the Market Disruption Event shall be the originally designated Final Fixing Date and the Final Fixing Date, as the case may be, for each Underlying Component which is affected shall be determined as provided above.

7. UNDERLYING ILLIQUIDITY

7.1 Underlying Illiquidity

For the purpose of this Condition 7, **Underlying Illiquidity** means, in respect of any Underlying or Underlying Component, low or no trading volume in the Underlying or Underlying Component, the difficulty to buy and/or sell the Underlying or Underlying Component in a short period of time without its price being affected, or any comparable event that leads to an extraordinary illiquidity in any Underlying or Underlying Component, as determined by the Issuer in its sole discretion.

7.2 Rights upon Underlying Illiquidity

(a) Expanded bid/offer spreads

In case of Underlying Illiquidity, the Market Maker or Authorised Participant shall be entitled to temporarily increase the spread between the bid and offer prices of the Product to account for such prevailing market conditions.

(b) Modified Redemption Amount

In case of Underlying Illiquidity, the relevant Redemption Amount may be calculated based on the average execution price (less transaction costs) as it was obtained on a best effort basis, as determined by the Product Calculation Agent, instead of using the originally pre-defined fixing or value of the Underlying (*e.g.*, the official close of the respective Underlying) set out in the Final Terms.

(c) Postponed fixing and/or redemption

In case of Underlying Illiquidity, the determination (fixing) and/or the payment of the relevant redemption amount shall be postponed accordingly by such number of days necessary to account for such prevailing market conditions as determined by the Product Calculation Agent.

7.3 No Rights to Underlying or Underlying Component

The Investor in a Product is not entitled to any rights or claim to the Underlying or Underlying Component aside from those described in the General Terms and Conditions. Unless in the cases specifically provided for, physical delivery of the Underlying or Underlying Component is excluded and Investor’s interests are settled in fiat currency in the event of a redemption. Even in the cases where redemption in-kind is possible, Investors are not entitled to any Underlying, but rather they have a right to receive such number of crypto assets of the same type as the Underlying to satisfy their claim in the amount of the relevant Redemption Amount.

8. ADJUSTMENTS FOR PRODUCTS RELATED TO ANY UNDERLYING OR BASKET OF UNDERLYINGS

8.1 Adjustments

The Issuer shall, acting in a commercially reasonable manner and in accordance with established market practice and without the consent of Investors, determine whether or not at any time a potential adjustment event has occurred. An adjustment event is an event that may have a diluting or concentrative effect on the theoretical value of the relevant Underlying or Underlying Component (the **Potential Adjustment Event**).

Where it determines that a Potential Adjustment Event has occurred, the Issuer will, acting in a commercially reasonable manner and in accordance with established market practice determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Underlying or Underlying Component and, if so, will make such adjustment as it considers appropriate in its duly exercised discretion and in accordance with established market practice. Such adjustment could be made to the Redemption Amount, the relevant Underlying or Underlying Component, the number of Underlyings to which each Product relates, the number of Underlyings or Underlying Component comprised in a Basket, and/or any other adjustment and, in any case, any other variable relevant to the redemption, settlement, or payment terms of the relevant Products as the Issuer determines, in its duly exercised discretion but in accordance with established market practice, to be appropriate to account for that diluting or concentrative effect. The Issuer shall further determine, in its duly exercised discretion and in accordance with established market practice, the effective date(s) of such adjustment(s).

8.2 Fork

Upon the occurrence of a Fork, the Issuer, in its sole discretion, will determine whether or not to participate in the Fork, in accordance with the Issuer's Fork Policy at the relevant time. If the Issuer determines to participate in the Fork, then any value received from the newly-forked asset will form part of the Collateral (in such form as is determined by the Issuer in its sole discretion).

If such a newly-forked asset is not capable of being sold, transferred, or converted into the relevant Underlying, Underlying Component or into cash in a reasonable timeframe as determined by the Issuer (including, without limitation, due to the absence of a market, custody or technical restrictions, or legal or regulatory limitations), the Issuer shall not be obliged to take any action with respect of such asset. In such case, the Issuer may (a) disregard such asset for the purposes of determining the value of the Collateral; or (b) hold such assets without any obligation to realise, distribute, or otherwise apply them to the Collateral, unless and until, in the Issuer's reasonable discretion, a commercially practicable means of realisation becomes available. Investors shall have no claim against the Issuer in respect of any value that may have arisen (or may arise in the future) from forked assets which the Issuer was not able to realise or apply as Collateral.

8.3 Discontinuation of Trading on Relevant Underlying Exchange

If the Issuer, acting in a commercially reasonable manner and in accordance with established market practice, upon the announcement of the Relevant Underlying Exchange that pursuant to the rules of such Relevant Underlying Exchange, the relevant Underlying or Underlying Component ceases (or will cease) to be traded or publicly quoted on the Exchange for any reason and is not immediately re-traded or re-quoted on an exchange or quotation system, then the Issuer may determine, in its duly exercised discretion and in accordance with established market practice, that the relevant Products shall be terminated and the Product shall pay an amount which the Product Calculation Agent, in its duly exercised discretion and in accordance with established market practice, determines is the fair market value. Alternatively, the Issuer is entitled to continue the affected Products with a new underlying (**Successor Underlying**). The Issuer shall determine the Successor Underlying in its duly exercised discretion and in accordance with established market practice for the type of Underlyings.

8.4 Airdrop

Upon the occurrence of an Airdrop, the Issuer, in its sole discretion, will determine whether or not to participate in the Airdrop, in accordance with the Issuer's Airdrop Policy at the relevant time. If the Issuer determines to participate in the Airdrop, then any value received from the newly-Airdropped asset will form part of the Collateral (in such form as is determined by the Issuer in its sole discretion).

If such a newly-Airdropped asset is not capable of being sold, transferred, or converted into the relevant Underlying, Underlying Component or into cash in a reasonable timeframe as determined by the Issuer (including, without limitation, due to the absence of a market, custody or technical restrictions, or legal or regulatory limitations), the Issuer shall not be obliged to take any action with respect of such asset. In such case, the Issuer may (a) disregard such asset for the purposes of determining the value of the Collateral; or (b) hold such assets without any obligation to realise, distribute, or otherwise apply them to the Collateral unless and until, in the Issuer's reasonable discretion, a commercially practicable means of realisation becomes available. Investors shall have no claim against the Issuer in respect of any value that may have arisen (or may arise in the future) from Airdropped assets which the Issuer was not able to realise or apply as Collateral.

If the Issuer determines not to participate in the Airdrop, then the Investors will not be entitled to receive any value from the newly-Airdropped asset. The Issuer is not obliged to assess every Airdrop or event resulting in an Airdrop or to notify the Investor of the Product of any Airdrop or event resulting in an Airdrop.

8.5 Transition and Other Events

In the case of any Transition and/or events other than those described in this Condition 8, which in the sole opinion of the Issuer have an effect equivalent to that of such events, the rules described in this Condition 8 shall apply *mutatis mutandis.*

8.6 Notices of Adjustment

The Issuer shall give notice to the Investors in accordance with Condition 16 of any change to the terms and conditions of the Products in accordance with this Condition 8. For the avoidance of doubt, the consent of the Investors shall not be required to make any of the changes to the Products set out in this Condition 8.

9 ADJUSTMENTS FOR PRODUCTS RELATED TO AN INDEX

This Condition 9 is applicable in relation to Products related to an Index.

9.1 Modification of calculation or replacement of an Index

In the event that the Index Calculation Agent or the Successor Index Calculation Agent, if any, substantially modifies the formula or method of calculation of an Index or in any other way materially modifies an Index in the event of, among others, changes in constituent Underlying Components or their capitalisation, or in the event that the Index Calculation Agent, the Successor Index Calculation Agent, if any, replaces an Index by a new index to be substituted to that Index, the Issuer may (without the consent of the Investors):

(i) either (subject to a favourable opinion of an independent expert nominated by the Product Calculation Agent (if appointed) replace that Index by the Index so modified or by the substitute index (if any), multiplied, if need be, by a linking coefficient ensuring continuity in the evolution of the underlying index. In such event, the modified Index or the substitute index, and (if necessary) the linking coefficient and the opinion of the independent expert, will be notified to the Investors in accordance with Condition 16 within ten (10) Business Days following the date of modification or substitution of that Index; or

(ii) apply the provisions of Condition 9.2.

9.2 Cessation of calculation of an Index

In the case of Products related to an Index, if for any reason, on or prior to any Final Fixing Date the Index Calculation Agent or the Successor Index Calculation Agent should cease permanently to calculate and/or announce the level of the Index and does not provide for a substitute index, or such substitute index cannot replace that Index, for any reason, then the Issuer shall terminate and redeem the Products and pay to each Investor in respect of the Products held by it an amount representing the fair market value of such Products (the **Fair Market Value**). The Fair Market Value will be determined by the Product Calculation Agent, in its duly exercised discretion and in accordance with established market practice. No other amount shall be due to the Investors by the Issuer upon redemption of the Products.

The Fair Market Value so determined will be notified to the Investors in accordance with Condition 16 within seven Business Days following the date of determination of the Fair Market Value.

The amount representing the Fair Market Value will be paid to the Investors as soon as practicable within ten Business Days following the date of determination of the Fair Market Value.

9.3 Other Events

In the case of events other than those described in this Condition 9, which in the sole opinion of the Issuer have an effect equivalent to that of such events, the rules described in this Condition 9 shall apply *mutatis mutandis*.

10. POSTPONEMENT OF FINAL FIXING DATE OR OBSERVATION DATE ON THE OCCURRENCE OF A FOREIGN EXCHANGE DISRUPTION EVENT

If the Product Calculation Agent determines that on a Final Fixing Date or an Observation Date an FX Disruption Event has occurred and is continuing, the date for determination of the FX Rate (as defined below) shall be postponed until the first Business Day on which such FX Disruption Event ceases to exist (the **FX Establishment Date**). The Final Fixing Date or the Observation Date in respect of the Products shall be postponed to the Business Day which falls on the same number of Business Days after the FX Establishment Date as the Final Fixing Date or the Observation Date, as applicable, was originally scheduled to be after the Final Fixing Date or the Observation Date, as applicable (the **Postponed Final Fixing Date** or the **Postponed Observation Date**).

If an FX Disruption Event has occurred and is continuing on the Postponed Final Fixing Date or Postponed Observation Date (including any Final Fixing Date or Observation Date postponed due to a prior FX Disruption Event), then the Postponed Final Fixing Date or Postponed Observation Date, as applicable, shall be further postponed until the first Business Day following the date on which such FX Disruption Event ceases to exist, or to a date as reasonably determined by the Product Calculation Agent. For the avoidance of doubt, if an FX Disruption Event coincides with a Market Disruption Event, as the case may be, the provisions of this Condition 10 shall take effect only after such postponements or adjustments have been made as a result of such Market Disruption Event in accordance with the General Terms and Conditions and, notwithstanding the respective provisions of the General Terms and Conditions, the Issuer's payment obligation of the Redemption Amount shall continue to be postponed in accordance with the provisions of this Condition 10.

For the purposes of this Condition 10, **FX Disruption Event** means the occurrence of an event that makes it impossible through legal channels for the Issuer or its affiliates to either:

(i) convert the Relevant Currency into the Settlement Currency; or

(ii) deliver the Settlement Currency from accounts within the Relevant Country to accounts outside such jurisdiction; or

(iii) deliver the Relevant Currency between accounts within the Relevant Country to a person that is a non-resident of that jurisdiction.

FX Rate means, the exchange rate (determined by the Product Calculation Agent in good faith and in a commercially reasonable manner) for the sale of the Relevant Currency for the Settlement Currency on the Final Fixing Date or the Observation Date or other date on which such exchange rate falls to be determined in accordance with the provisions of this Condition 10 expressed as a number of units of Relevant Currency per unit of the Settlement Currency.

In the event that a Settlement Currency used in connection with the FX Rate (as defined above) or in any other context is replaced by another Settlement Currency in its function as legal tender in the country or jurisdiction, or countries or jurisdictions, by the authority, institution or other body which issues such Settlement Currency, by another currency or is merged with another currency to become a common currency, the affected Settlement Currency shall be replaced for the purposes of these General Terms and Conditions and the respective Final Terms by such replacing or merged currency, if applicable after appropriate adjustments have been made, (the **Successor Currency**). The Successor Currency and the date of its first application shall be determined by the Issuer in its duly exercised discretion and will be notified to the Investors in accordance with Condition 16.

11. TERMINATION AND CANCELLATION DUE TO ILLIQUIDITY, ILLEGALITY, IMPOSSIBILITY OR INCREASED COST OF COLLATERALISATION

The Issuer shall have the right to terminate and redeem the outstanding Products in any Series:

(i) if the Product Calculation Agent has determined that the Underlying of the relevant Products has permanently ceased to be liquid;

(ii) if compliance by the Issuer with the obligations under the Products or any transaction in respect of an Underlying of the relevant Products has become unlawful or impossible in whole or in part, in particular as a result of compliance by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power or controlling authority or of the relevant competent market authorities (a **Regulatory Call**); or

(iii) due to Increased Cost of Collateralisation in case of collateralised Products.

Increased Cost of Collateralisation means that the Issuer would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense, fee, or other cost to acquire, hold, substitute or maintain transaction(s) or asset(s) the necessary or deemed necessary by the Issuer in order to collateralise the relevant Products.

In such circumstances, the Issuer may terminate and redeem the Products by providing notice to Investors in accordance with Condition 16.

If the Issuer terminates and redeems the Products in accordance with this Condition 11, the Issuer will, to the extent permitted by applicable law, pay an amount to each Investor in respect of the Products, determined by the Issuer in its duly exercised discretion and in accordance with established market practice, as representing the Fair Market Value of such Products upon redemption (notwithstanding any illegality or impossibility). Payment will be made within a reasonable time in such manner as shall be notified to the Investors within a period of not less than ten (10) and not more than thirty (30) Business Days in accordance with Condition 16.

In addition, the Issuer has the right to terminate and redeem any outstanding Products in a Series in whole, but not in part, on any date that is 30 calendar days after the Issue Date (and, where there is more than one Tranche of Products in any Series, such Issue Date being the Issue Date of the first Tranche issued in that Series), unless the Products are subject to a Regulatory Call as set out above, if there is no outstanding position of the relevant Product in the market, as determined by the Issuer. The Issuer shall as soon as possible notify the Investors of such redemption in accordance with Condition 16.

12. TAXATION/TAX CALL

Each Investor shall assume and be responsible for any and all taxes, duties, fees and charges imposed on or levied against (or which could be imposed on or levied against) such Investor in any jurisdiction or by any governmental or regulatory authority.

The Issuer and the Global Paying Agent shall have the right, but not the duty, to withhold or deduct from any amounts otherwise payable to the Investor such amount as is necessary for the payment of such taxes, duties, fees and/or charges.

Investors shall not be entitled to receive amounts to compensate for any amount so withheld or deducted.

Where the Issuer has agreed to share any portion of staking rewards with the Investors in one or more Series of Products pursuant to the provisions in the applicable Final Terms, all such sharing of rewards will be done on a net basis, i.e. after taking into account the impact, if any, of any such tax costs and consequences for the Issuer related to any such rewards and revenues.

If any governmental or regulatory authority imposes on the Issuer the obligation to pay any such taxes, duties, fees and/or charges, the Investor shall promptly reimburse the Issuer.

The Issuer may terminate and redeem all outstanding Products in any Series in the event that any present or future taxes, duties or governmental charges would be imposed by any jurisdiction in which the Issuer is or becomes subject to tax as a result of any change in laws or regulations of the relevant jurisdiction (**Tax Call**). The Issuer shall as soon as possible notify the Investors of such redemption in accordance with Condition 16. For purposes of this Condition 12, the Issuer shall determine such Redemption Amount in its sole discretion at the Fair Market Value. The amount representing the Fair Market Value will be paid to the Investors as soon as possible following the date of determination of the Fair Market Value.

13. TRADING OF THE PRODUCTS

The Minimum Trading Lot (or an integral multiple thereof) of Products for trading of such Products, if any, will be specified in the Final Terms.

14. AGENTS

14.1 Paying Agents

The Issuer reserves the right at any time to vary or terminate the order/mandate of the Global Paying Agent and to appoint another paying agent provided that (i) if Products are outstanding, it will maintain a paying agent, and (ii) as long as the Products are listed on SIX, it will maintain a Swiss Paying Agent for listing purposes only. The Swiss Paying Agent will be specified in the relevant Final Terms.

Each of Global Paying Agent and any other paying agent appointed in respect of a particular Series of Products (together with the Global Paying Agent, the **Paying Agents**), is acting solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Investors.

Any determinations, decisions and calculations by the Paying Agents shall (save in the case of manifest error or wilful misconduct) be final and binding on the Issuer and the Investors.

The Issuer may at any time vary or terminate the appointment of the Paying Agents. It shall give notice to the Investors in accordance with Condition 16 of any modification in the appointment of the Paying Agents. Notice of any such termination of appointment or new appointment and of any change in the specified office of a paying agent will be given to the Investors in accordance with Condition 16.

14.2 Product Calculation Agent

The Product Calculation Agent will be specified in the Final Terms.

The Product Calculation Agent does not act as agent for the Investors and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Investors.

All calculations, decisions and determinations made by the Product Calculation Agent shall (save in the case of manifest error or wilful misconduct) be final and binding on the Issuer, the Paying Agents and the Investors.

The Product Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party, as it deems appropriate.

The Issuer may at any time vary or terminate the appointment of the Product Calculation Agent. It shall give notice to the Investors in accordance with Condition 16 of any modification in the appointment of the Product Calculation Agent.

14.3 Collateral Agent

By investing in the Product(s), each Investor is deemed to agree and acknowledge that the Issuer shall appoint the Collateral Agent (or its successors) to act on behalf of the Investors as set out in, and in accordance with, the terms and conditions set out in the Collateral Agent Agreement and the Security Documents.

The Collateral Agent may, in accordance with the provisions of the Collateral Agent Agreement, delegate any of its obligations and functions to a third party, as it deems appropriate.

The Issuer may at any time vary or terminate the appointment of the Collateral Agent in accordance with the provisions of the Collateral Agent Agreement. It shall give notice to the Investors in accordance with Condition 16 of any modification in the appointment of the Collateral Agent.

Pursuant to the Collateral Agent Agreement, the Collateral Agent is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid or reimbursed any liabilities incurred by it in priority to the claims of the Investors (save in relation to any responsibility arising out of or liabilities incurred as a result of its own fraud, wilful misconduct or gross negligence). In addition, the Collateral Agent is entitled to enter into business transactions with the Issuer without accounting for any profit.

The Collateral Agent will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Issuer Security or any documents of title thereto being uninsured or inadequately insured. The Collateral Agent shall not be responsible for monitoring the compliance of any of the other parties to the Transaction Documents with their obligations under the Transaction Documents.

The Collateral Agent shall not be required or obliged to take any action, step or proceeding whether in relation to the enforcement of the Issuer Security or otherwise without first being indemnified and/or secured and/or pre-funded to its satisfaction.

The Collateral Agent shall not be responsible or liable for monitoring or ascertaining whether or not an Event of Default or Insolvency Event or Extraordinary Event has occurred or exists. Unless and until it has received written notice to the contrary, the Collateral Agent shall be entitled to assume (without any liability to any person) that no Event of Default or Insolvency Event or Extraordinary Event has occurred or exists.

The Collateral Agent is exempted from liability with respect to any loss or theft or reduction in value of the assets comprised in the Issuer Security (or any of them).

14.4 Liability

Without prejudice to the provisions of the Collateral Agent Agreement, none of the Issuer, the Product Calculation Agent, the Collateral Agent or the Paying Agents shall have any responsibility to the extent permitted by law for any errors or omissions in the calculation of any amount or with respect to any other determination or decisions required to be made by it under these General Terms and Conditions or with respect to any Products, irrespective of whether the agents act in the interest of the Issuer or the Investor.

15. PURCHASE BY THE ISSUER

The Issuer, and/or any of its affiliates may at any time purchase Products of any issue at any price in the open market or otherwise. Such Products may, at the option of the Issuer, and/or, as the case may be, the relevant affiliate, be held, resold or cancelled or otherwise dealt with.

16. NOTICES

Notices to Investors relating to Products listed on the SIX Swiss Exchange will be published in accordance with the regulations of the SIX Swiss Exchange, as in force, on the SIX Swiss Exchange website www.six-swiss-exchange.com/news/official_notices, on the Issuer's website https://21shares.com/ir/notices or, in any other form as permitted by the rules and regulations of the SIX Swiss Exchange.

Notices to Investors relating to Products listed on a securities exchange or trading venue other than the SIX Swiss Exchange will be published in accordance with the regulations of the relevant securities exchange or trading venue.

Notices to Investors of non-listed Products may be published, as specified in the applicable Final Terms, in newspapers, on a website or otherwise.

17. LIABILITY FOR LOSSES

None of the Issuer, the Collateral Agent or any other obligor under any Products shall be liable for fraud, theft, cyber-attacks and/or any analogous or similar event (each, an **Extraordinary Event**). Accordingly, upon the occurrence of an Extraordinary Event with respect to, or affecting any, Underlying or Underlying Component, including any Underlying or Underlying Component that serves as Collateral, the Issuer shall give notice to Investors in accordance with Condition 16 and to the Collateral Agent and the Redemption Amount for such Products shall be reduced to account for such Extraordinary Event and may be as low as zero, as determined by the Product Calculation Agent (if appointed) and where no Product Calculation Agent is appointed, the Issuer.

In no event shall the Issuer or the Collateral Agent have any liability for indirect, incidental, consequential or other damages (even if it was advised of the possibility of such damages) other than (in the case of the Issuer only) interest until the date of payment on sums not paid when due in respect of any Products. Investors are entitled to damages only and are not entitled to the remedy of specific performance in respect of a Product.

18. SEVERANCE AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS AND THE FINAL TERMS

In the event any Condition or item in the relevant Final Terms is or becomes invalid, the validity of the remaining Conditions and items in the relevant Final Terms shall not be affected.

The Issuer shall be entitled to amend without the consent of the Investors any Condition or item in the relevant Final Terms for the purpose of (i) correcting a manifest error, or (ii) clarifying any uncertainty, or (iii) correcting or supplementing the provisions herein in such manner as the Issuer deems necessary or desirable, provided that, in the Issuer's sole opinion, the Investors would not incur significant financial loss as a consequence thereof

Furthermore, the Issuer shall at all times be entitled to amend any Condition or item in the relevant Final Terms where, and to the extent that the amendment is necessitated as a consequence of legislation, decisions by courts of law, or decisions taken by governmental authorities.

19. FURTHER ISSUES

The Issuer shall be at liberty without the consent of the Investors to create and issue further Products (provided that the Underlying or Underlying Components are also increased by a corresponding amount) either having the same terms and conditions as the Products in all respects (or in all respects save for their Issue Date and Issue Price) and so that such further issue shall be consolidated and form a single Series with the outstanding Products of any Series or upon such terms as the Issuer may determine at any time of their issue. References in these General Terms and Conditions to the Products include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single Series with existing Products or a separate Series.

20. EVENTS OF DEFAULT AND INSOLVENCY EVENT

20.1 Event of Default

If the Issuer fails to pay any amount due in respect of a Series of Products when due and such failure continues for a period of 10 Swiss business days (an **Event of Default**), then Investors holding at least 25% of the outstanding Products in the relevant Series may, by notice in writing to the Issuer (at its registered office) and the Collateral Agent (at its specified office) (with a copy to the Administrator), declare all the Products in such Series to be, and whereupon they shall become, immediately redeemable without further action or formality. Such redemption shall be effected by the Issuer in accordance with Condition 21 and otherwise in accordance with Condition 5.

20.2 Insolvency Event

Upon the Issuer being declared bankrupt within the meaning of article 736 No. 3 of the Swiss Code of Obligations and the DEBA by a competent court (an **Insolvency Event**), all the Products shall become immediately redeemable without further action or formality in accordance with Condition 21 and otherwise in accordance with Condition 5.

The Issuer will notify the Collateral Agent promptly upon the occurrence of an Insolvency Event.

21. ENFORCEMENT AND POST-ENFORCEMENT PRIORITY OF PAYMENTS

21.1 Enforcement

(a) Upon the occurrence of an Event of Default or Insolvency Event, the Collateral Agent shall, subject to being indemnified and/or secured and/or prefunded to its satisfaction: (i) in the case of an Event of Default, if so instructed in writing by Investors representing not less than 25% of Products in the relevant Series (which instruction can be combined with the notice in Condition 20.1 and the instruction in Condition 21.1(b)); or (ii) in the case of an Insolvency Event, if so instructed by any Investor in writing which instruction can be combined with the instruction in Condition 21.1(b)), serve an Enforcement Notice on the Issuer and subject as provided in the Collateral Agent Agreement, at any time and without notice, institute such proceedings and/or take such action, step or proceedings as it may think fit against, or in relation to, the Issuer or any other person to enforce its rights under any of the Transaction Documents.

(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.

(c) No Investor shall be entitled to proceed directly against the Issuer or any other party to the Product Documentation in respect of the Products unless such Investor has first sought enforcement of the Issuer Security in accordance with the Collateral Agent Agreement.

21.2 Post-Enforcement Priority of Payments

Upon the enforcement of the Issuer Security by the Collateral Agent, all monies received and all money derived therefrom (**Issuer Security Enforcement Proceeds**) shall be applied by or on behalf of the Collateral Agent in accordance as follows:

1. *Firstly*, in payment or satisfaction of all amounts then due and unpaid or payable to the Collateral Agent and any Appointee;

2. *Secondly*, in *payment* or satisfaction *pari passu* and rateably of all amounts then due and unpaid to the Jura Pentium Servicing Entity and the relevant Custodian(s) (as further set out in the Collateral Agent Agreement);

3. *Thirdly*, in or towards *payment* or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of the relevant Products; and

4. *Fourthly*, in payment of *the* balance (if any) to the Issuer (without prejudice to, or liability in respect of, any queries as to how such payment to the Issuer shall be dealt with between the Issuer and any such person),

(the **Post-Enforcement Priority of Payments**).

22. ISSUER’S COVENANT TO PAY

The Issuer covenants with and undertakes to the Investors, and also for the benefit of the Collateral Agent, that it shall duly, unconditionally and punctually pay and discharge all moneys and liabilities whatsoever which from time-to-time become due, owing or payable by the Issuer: (a) under or in respect of the Products; and (b) under or in respect of the Issuer Security.

23. PRIORITY OF PAYMENTS

Save for any monies received in connection with the realisation or enforcement of all or part of the Issuer Security, all monies received by or on behalf of the Issuer in relation to any Redemption in accordance with Condition 5 will be paid in the following order of priority:

1. *Firstly,* in payment or satisfaction of all amounts then due and unpaid or payable to the Collateral Agent;

2. *Secondly*, in payment or satisfaction of all amounts then due and unpaid to the Paying Agents;

3. *Thirdly*, in payment or satisfaction *pari passu* and rateably of all amounts then due and unpaid to the Jura Pentium Servicing Entity and the relevant Custodian(s) (as further set out in the Collateral Agent Agreement);

4. *Fourthly*, in payment of any Redemption Amounts due and unpaid owing to the Investors;

5. *Fifthly*, in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any queries as to how such payment to the Issuer shall be dealt with between the Issuer and any such person),

(the **Priority of Payments**).

24. PRESCRIPTION

Claims for payment of a Redemption Amount in respect of the Products and/or for delivery of Crypto Asset Collateral and, where applicable, of Commodity Asset Collateral in the case of a redemption pursuant to Condition 5.4 shall be barred by the statute of limitations in accordance with the laws of Switzerland, unless made within ten (10) years from the relevant Redemption Date.

25. SUBSTITUTION

The Issuer may at any time, without the consent of the Investors, substitute for itself as obligor under the Products any affiliate, subsidiary or holding company of the Issuer (the **New Issuer**), provided that the New Issuer shall assume all obligations that the Issuer owes to the Investors under or in relation to the Products.

If such substitution occurs, then any reference in the Product Documentation to the Issuer shall be construed as a reference to the New Issuer. Any substitution will be promptly notified to the Investors in accordance with Condition 16. In connection with any exercise by the Issuer of the right of substitution, the Issuer shall not be obliged to carry any consequences suffered by individual Investors as a result of the exercise of such right and, accordingly, no Investor shall be entitled to claim from the Issuer any indemnification or repayment in respect of any consequence.

26. SELLING RESTRICTIONS

Save for (i) the approval of this Base Prospectus by the SFSA which allows for a public offering of the Products in Sweden and any notification of the approval to other EEA Member States in accordance with the Prospectus Regulation for the purposes of making a public offer in such Member States and (ii) if and when this Base Prospectus (together with any supplements hereto) is automatically recognised in accordance with article 54(2) of the Swiss Financial Services Act of 15 June 2018, as amended (FinSA) by, and deposited with, a review body within the meaning of article 52 of the FinSA (any such review body, a Swiss Review Body) as a base prospectus within the meaning of article 45 of the FinSA, and the respective Final Terms have been deposited with such Swiss Review Body in accordance with article 45(3) of the FinSA, a public offering and/or admission to trading on a trading venue of Products in Switzerland, no action has been or will be taken by the Issuer that would permit a public offering of any Products or possession or distribution of any offering material in relation to any Products in any jurisdiction where action for that purpose is required. No offers, sales, resales, or deliveries of any Products or distribution of any offering material relating to any Products may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

27. GOVERNING LAW AND JURISDICTION

The Products are governed by, and shall be construed in accordance with, the laws of Switzerland (without reference to the principles of conflicts of law rules).

In relation to any proceedings in respect of the Products, the Issuer submits to the jurisdiction of the courts of the City of Zurich, the place of jurisdiction being Zurich 1.

Notwithstanding the above, and for the avoidance of doubt, certain provisions within each of the Security Documents and Collateral Agent Agreement shall be governed by the laws of Switzerland or the laws of the State of New York or the laws of England or the laws of England and Wales, as stated in each of the aforementioned agreements

GENERAL TERMS AND CONDITIONS

Products related to Equity Assets

*The Products are issued under the exchange traded products programme (the **Programme**) established by* 21Shares *AG (the **Issuer**). The following general terms and conditions (together, the **General Terms and Conditions** and each, a **Condition**) are applicable to Products related to Equity Assets issued under the Programme by the Issuer and shall be completed by, and read in conjunction with, the Final Terms related to the relevant Products. In case of inconsistencies between the General Terms and Conditions and the Final Terms, the Final Terms shall prevail.*

The Investors are deemed to have notice of all the provisions of these General Terms and Conditions, the Final Terms, the relevant Authorised Participant Agreement, the Collateral Agent Agreement, the Administration Agreement and the Paying Agency Agreement.

All subsequent references in these General Terms and Conditions to "Products" are to the Products which are the subject of a relevant Final Terms. All capitalised terms that are not defined in these General Terms and Conditions will have the meanings given to them in the relevant Final Terms.

As used in these General Terms and Conditions, **Tranche** *means Products of the same Series, which are identical in all respects except for the Issue Date and the Issue Price.*

For the purposes of these General Terms and Conditions, where Products are redeemed in accordance with these General Terms and Conditions, the Issuer and the relevant Investor(s) shall be deemed to consent to the release of the relevant Underlyings.

1. DEFINITIONS

The following definitions are applicable to all Products issued under the Programme by the Issuer and shall be read in conjunction with the Final Terms related to each Tranche of Products, which completes them.

As used in these General Terms and Conditions, the following definitions shall have the meanings in respect of any Products as set forth below. Words denoting the singular number only shall include the plural number also and *vice versa*.

ACA means the account control agreement specified in the Final Terms of the Product, as applicable.

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.

Administration Agreement means the agreement dated on or about 28 August 2023 between the Issuer and NAV Consulting, Inc., as may be amended and/or supplemented and/or restated from time-to-time.

Administrator means NAV Consulting, Inc., as specified in the relevant Final Terms and any successor administrator(s).

Appointee means any agent, delegate, custodian or nominee appointed by the Collateral Agent.

AP Redemption Date means the transaction date specified by a relevant Authorised Participant in its Form of Order Request, or such other date as may be agreed in writing between the Issuer and the relevant Authorised Participant.

Authorised Participant means an entity that is specified in the Final Terms and has entered into an Authorised Participant Agreement with the Issuer.

Authorised Participant Agreement means an agreement between the Issuer and an Authorised Participant in respect of the creation, redemption and distribution of Products, as may be amended and/or supplemented and/or restated from time-to-time.

Business Day in connection with any payment and settlement procedure, means a day on which (i) relevant Clearing Systems are open and Products can be settled, (ii) relevant commercial banks and custodians are open, (iii) banks in Zurich are open, (iv) foreign exchange markets execute payments in the respective Settlement Currency, (v) Underlying of the relevant Product can be settled, and/or (vi) any other day, as specified in the Final Terms, if applicable.

Cash Settlement means the procedures specified in Condition 5.4, as completed by the Final Terms.

Clearing and/or **Clearing System** means (i) in relation to Products listed on the SIX Swiss Exchange, SIS and any additional clearing system approved by the SIX or (ii) any other additional clearing system specified in the Final Terms.

Collateral means the Equity Assets Underlying credited to the Collateral Account and other assets denominated in the Underlying and/or any other collateral specified in the Final Terms and which serve as collateral for the Product.

Collateral Account means the account or sub-account, as applicable, administered by the relevant Custodian(s) and opened for the Products.

Collateral Agent means The Law Debenture Trust Corporation p.l.c. and any successor collateral agent.

Collateral Agent Agreement means the Collateral Agent Agreement, governed by the laws of England, with certain provisions of the Collateral Agent Agreement being governed by the laws of Switzerland as stated within the Collateral Agent Agreement, entered into between the Issuer and the Collateral Agent dated 13 November 2018, as may be amended and/or supplemented and/or restated from time-to-time.

Collateralisation means the procedures set out in Condition 3.2.

Corporate Action has the meaning given in Condition 6.3.

Custodian means Bank Frick AG, or any successor or additional custodian.

Custodial Services Agreement means the custodial services agreements in relation to the Equity Assets and (ii) the custodial services agreement in relation to the Cash collateralising Products issued under the Programme as specified in the applicable Final Terms.

DEBA means the Swiss Debt Enforcement and Bankruptcy Act of 11 April 1889, as amended.

Equity Enforcement Event has the meaning given in Condition 6.2.

Enforcement Notice means a notice given to the Issuer by Collateral Agent (following receipt of instructions to do so by the Required Threshold of Investors) following the occurrence of an Event of Default or an Insolvency Event as set out in Condition 20.

Event of Default has the meaning given in Condition 20.

Exchange means the trading venues specified in the Final Terms where the Product is traded.

Exchange Business Day means, if not otherwise specified in the Final Terms:

In relation to Products with a single Underlying, if the value of such Underlying is determined:

(a) by way of reference to a price or value source including but not limited to information providers such as Reuters or Bloomberg and the respective pages on their systems, a day on which such price or value source still exists and officially provides for the respective price or value, subject to Market Disruption Events;

(b) by way of reference to a publication of an official fixing, a day on which such fixing is scheduled to be determined and published by the respective fixing sponsor, subject to Market Disruption Events;

(c) by way of reference to an official cash settlement price, a day, on which such official cash settlement price is scheduled to be determined and published by the respective exchange or any other official announcing party, subject to Market Disruption Events;

(d) by way of reference to an official settlement price, a day, on which the Relevant Underlying Exchange is scheduled to be open for trading for its respective regular trading session, notwithstanding any such Relevant Underlying Exchange closing prior to its scheduled closing time.

Extraordinary Event has the meaning assigned to such term in Condition 17.

Final Fixing Date means, subject to provisions regarding a Market Disruption Event, the date for the determination of the Redemption Amount, specified in the Final Terms or in any Termination Notice.

FISA has the meaning assigned to such term in Condition 2.

Form of Order Request means the form of order request in respect of a redemption of Products at the option of an Authorised Participant in accordance with Condition 5.3, as set out in the relevant Authorised Participant Agreement.

FX Disruption Event has the meaning given in Condition 9.

FX Establishment Date has the meaning given in Condition 9.

FX Rate has the meaning given in Condition 9.

Global Paying Agent means Bank Frick AG and any successor global paying agent.

Increased Cost of Collateralisation has the meaning specified in Condition 9.

Insolvency Event has the meaning given in Condition 19.

Intermediated Securities has the meaning assigned to such term in Condition 2.

Investor means (i) the persons, other than intermediaries (*Verwahrungsstellen*), holding the Products in a Securities Account (*Effektenkonto*) with an intermediary (*Verwahrungsstelle*) and (ii) the intermediaries (*Verwahrungsstellen*) holding the Products for their own account, in each case in accordance with the provisions of the FISA.

Investor Put Date is the date specified in the relevant Final Terms.

Issue Date means the date specified in the Final Terms on which the Products are issued.

Issue Price per Product means the **Equity Asset Collateral**, specified in the Final Terms.

Issuer means 21Shares AG, a corporation incorporated under the laws of Switzerland.

Issuer Security means 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 and the ACA.

Issuer Security Enforcement Proceeds has the meaning assigned to such term in Condition 21.2.

Jura Pentium Servicing Entity means Jura Pentium AG or any successor servicing entity.

Main Register has the meaning assigned to such term in Condition 2.

Market Disruption Event has the meaning specified in Condition 6.1.

Market Maker means the market maker specified in the Final Terms. This may be the same as or different than the Authorised Participant for the Product.

Merger Date means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer.

Merger Event means any change offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Equity Assets of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Equity Assets (other than such Equity Assets owned or controlled by such other entity or person), or consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Equity Assets outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Equity Assets immediately following such event, in each case if the respective Merger Date is on or before the Redemption Date (as applicable).

Minimum Investment Amount means the minimum investment amount for any Tranche of Products as specified in the Final Terms, if any.

Minimum Trading Lot means a minimum trading lot specified in the Final Terms, if any.

Nationalisation means that all the Equity Assets or all or substantially all the assets of the Share Company are nationalised, expropriated or otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

Observation Date has the meaning specified in the Final Terms, if applicable.

Paying Agency Agreement means the agency agreement between the Issuer and the Global Paying Agent in relation to the Programme, as may be amended and/or supplemented and/or restated from time-to-time.

Pledge of Collateral Account Agreement means the pledge and/or collateral account/security agreement specified in the applicable Final Terms.

Postponed Final Fixing Date has the meaning given in Condition 9.

Postponed Observation Date has the meaning given in Condition 9.

Potential Adjustment Event has the meaning given in Condition 8.1.

Product means the exchange traded products linked to an Underlying, as specified in the Final Terms.

Product Calculation Agent means the calculation agent specified in the relevant Final Terms.

Product Documentation means these General Terms and Conditions and the relevant Final Terms, each as may be amended and/or supplemented and/or restated from time-to-time.

Publishing Party means the entity specified as the Publishing Party in the Final Terms.

Publishing Third Party means the entity which is the successor to the Publishing Party.

Receiver means a person appointed by the Collateral Agent to assist with the performance of their duties under the Collateral Agent Agreement in accordance with Clause 16 (*Appointment and Removal of Receiver or Administrator*) thereof.

Redemption Amount means an amount in the Settlement Currency payable per Product by the Issuer to the Investors calculated as specified in the Final Terms; *provided, however,* that in the case of an Extraordinary Event pursuant to Condition 18, the Redemption Amount shall be reduced and may be as low as zero (*i.e*., U.S.$0.00, €0.00, CHF 0.00, £0.00 or the equivalent in other Settlement Currencies).

Redemption Date means (i) the date specified in the Termination Notice, which date shall be no earlier than 30 days after publication of the Termination Notice; or (ii) in respect of any redemption following the exercise of an Investor's option in accordance with Condition 5.2, the relevant Investor Put Date, as specified in the Final Terms. Where a Final Fixing Date is postponed as a consequence of a Market Disruption Event, the Redemption Date will be postponed accordingly.

Redemption Order has the meaning set out in Condition 5.2.

Redemption Period has the meaning set out in Condition 5.2.

Relevant Currency means the currency in which the Underlying is trading on the Relevant Underlying Exchange.

Relevant Underlying Exchange(s) means the exchange(s) or a quotation system as specified in the Final Terms on which the relevant Underlying are traded, or any successor to such Relevant Underlying Exchange or any substitute exchange or quotation system to which trading in the Underlying has temporarily relocated. Any substitute exchange or quotation system must provide comparable liquidity relative to the Underlying or Underlying Components as on the original Relevant Underlying Exchange, as determined by the Issuer.

Required Threshold means: (i) in respect of any action relating to or following an Insolvency Event, any Investor; and (ii) in any other case (including, for the avoidance of doubt, an Event of Default), Investors representing not less than 25% of Products in the relevant Series.

Securities Accounts means the account dedicated storage as well as sending and receiving capabilities related to Equity Assets.

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

Settlement Currency means the currency specified in the Final Terms in which the Redemption Amount is settled.

Equity Asset means the Equity Asset specified as Underlying in the Final Terms.

Equity Asset Collateral means the amount of Equity Assets collateralizing a Product and credited to the relevant Collateral Account.

Share Company means the company who has Issued the **Equity Asset** .

Share Company Insolvency Event means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company, (i) all the **Equity Assets** of the Share Company are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the **Equity Assets** of the Share Company become legally prohibited from transferring them, or (iii) the Share Company has been liquidated or terminated or does no longer exist.

SIS means SIX SIS AG, Olten, Switzerland, or any successor thereof.

SIX or **SIX Swiss Exchange** means the SIX Swiss Exchange AG, Pfingstweidstrasse 110, 8005 Zurich, Switzerland, or its successor.

Successor Underlying means underlying assets as defined in Condition 8.3.

Swiss Paying Agent means the Swiss bank or securities dealer performing the paying agency function for a particular Series of Products for the purposes of the regulations of the SIX Swiss Exchange as set forth in the relevant Final Terms.

Tender Offer means any takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company, as determined by the Issuer, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Issuer deems relevant.

Termination Notice means the Issuer's notice of the termination and redemption of the Products.

Underlying Illiquidity has the meaning assigned to such term in Condition 7.1.

Underlying means the underlying specified in the Final Terms.

2. SERIES, TRANCHES AND FORM

Products issued under the Programme are issued in series (each, a **Series**), and each Series may comprise one or more tranches (each, a **Tranche**). Each Tranche is subject to a Final Terms. Tranches in a Series shall be identical in all respects except for the Issue Date and the Issue Price.

Products in each Series will be issued in uncertificated form in the Minimum Investment Amount(s), if applicable, and Relevant Currency specified in the Final Terms, as uncertificated securities (*Wertrechte*) that are created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtebuch*). Such Products will then be entered into the main register of the Clearing System (*Hauptregister*) (the **Main Register**). Once the Products are registered in the Main Register of the Clearing System and entered into the accounts of one or more participants of the Clearing System, they will constitute intermediated securities (*Bucheffekten*) (**Intermediated Securities**) in accordance with the provisions of the Swiss Federal Intermediated Securities Act of 3 October 2008, as amended (the **FISA**).

None of the Issuer, the Investors, the Global Paying Agent, any Swiss Paying Agent or any other person shall at any time have the right to affect or demand the conversion of Products (as uncertificated securities) into, or the delivery of, a permanent global certificate (*Globalurkunde*) or individually certificated securities (*Wertpapiere*).

So long as the Products remain registered with the Clearing Systems, the Products may only be transferred or otherwise disposed of in accordance with the provisions of the FISA by entry of the transferred Products in a Securities Account of the transferee.

The records of the Clearing System will determine the number of Products held through each participant in the Clearing System. In respect of the Products held in the form of Intermediated Securities, the holders of the Products will be the Investors.

3. STATUS AND COLLATERALISATION

3.1 Status

The Products constitute unsubordinated obligations of the Issuer and rank *pari passu* with each and all other current and future unsubordinated obligations of the Issuer.

3.2 Collateralisation

The Issuer will, by no later than the Issue Date of the relevant Series of Products, credit the Underlying of the Products or other assets specified in the relevant Final Terms 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, as specified in the Final Terms, in order to provide the Collateral for the benefit of the Investors to secure its payment obligations under the Product Documentation.

4. PERPETUAL PRODUCTS

The Products are perpetual ("open-ended") and have no fixed maturity.

The Issuer has the right to terminate and redeem all but not part of the outstanding Products in any Series in accordance with the procedure described in Condition 5.

5. REDEMPTION OF PRODUCTS

5.1 Termination and Redemption of Products by the Issuer

The Issuer may terminate and redeem the Products outstanding in any Series in whole but not in part (i) at any time, at the Issuer's sole discretion and without any further consent of or approval by the Investors, on the relevant Redemption Date by publishing the Termination Notice in respect of such Series in accordance with Condition 16, and (ii) in accordance with Conditions 11 and 12.

5.2 Redemption of Products at the Option of the Investors

The Issuer shall, at the option of any Investor holding Products, upon such Investor giving not less than 30 nor more than 60 days' written notice, prior to the Investor Put Date (the **Redemption Period**) to the Issuer (including by e-mail to etp@21shares.com), redeem the Products held by such Investor, in an amount of Products corresponding to such Investor's Redemption Order (as defined below), on the Investor Put Date specified in the relevant Final Terms.

To exercise such an option, the holder must, within the Redemption Period, instruct the financial intermediary maintaining the relevant Securities Account for such holder to set up a sell order (the **Redemption Order**) with the Global Paying Agent, acting on behalf of the Issuer. All Redemption Orders received by the Global Paying Agent or the Issuer and the Administrator (as the case may be) during the Redemption Period shall be deemed to be valid, and may not be subsequently withdrawn without the prior consent of the Issuer. Settlement of such Redemption Orders shall take place exclusively for redemptions pursuant to Condition 5.4, in the delivery versus payment procedure via SIX SIS.

5.3 Redemption of Products at the Option of an Authorised Participant

(a) An Investor, which is also an Authorised Participant, may at any time, require the Issuer to terminate and redeem all or part of its holding of Products by delivery of the Equity Asset Collateral for such Products (as determined by the Product Calculation Agent) in accordance with paragraph (b) by lodging with the Issuer a Form of Order Request.

(b) Where Products are required to be redeemed by delivery of the Equity Asset Collateral for such Products in line with paragraph (a):

   (i) the Authorised Participant shall submit a Form of Order Request on the order-taking platform;

   (ii) the Issuer and Administrator shall verify the order to ensure that it complies with these Conditions, the relevant Final Terms and the relevant Authorised Participant Agreement and, if so, shall send an order confirmation;

   (iii) the Global Paying Agent shall (i) de-register the relevant Products in the Main Register and (ii) debit the direct participant's account accordingly via FOP transfer instructions;

   (iv) the Global Paying Agent shall cancel the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtebuch*);

   (v) the relevant Custodian(s) shall transfer the relevant Equity Asset Collateral to the Authorised Participant's account on the relevant AP Redemption Date.

(c) From the relevant AP Redemption Date, all title to and risks in such Equity Asset Collateral shall pass to the holder of the relevant Products. None of the Issuer, the Administrator the Collateral Agent, the Jura Pentium Servicing Entity, the Global Paying Agent or any Swiss Paying Agent or other paying agent shall be responsible or liable for any failure by the relevant Custodian(s) to effect delivery of the relevant Equity Asset Collateral in accordance with the Form of Order Request and the instructions given by the Issuer or any other person. However, in the event of such failure, the Issuer shall to the extent practicable, assign to the redeeming Authorised Participant its claims in respect of such Equity Asset Collateral in satisfaction of all claims of such holder in respect of the Products to be redeemed and the holder shall have no further claims against the Issuer or the Issuer Security.

(d) The obligations of the Issuer in respect of Products being redeemed pursuant to this Condition 5.3 shall be satisfied by transferring the relevant Equity Asset Collateral in accordance with this Condition 5.3.

(e) An Authorised Participant may request redemption under this Condition 5.3 to be effected on a Cash Settlement basis. If such request is approved by the Issuer, the redemption shall be effected in accordance with the procedures set out in Condition 5.4.

(f) A Form of Order Request submitted by an Authorised Participant shall be in the form set out in the relevant Authorised Participant Agreement and shall include, inter alia, the number and type of Products to be redeemed, the Securities Account to which the relevant Equity Asset Collateral shall be delivered and the AP Redemption Date, and shall be signed by an authorised signatory of the Authorised Participant.

(g) The Issuer may change or vary the procedures for the lodgement and completion of the Form of Order Request and this Condition 5.3 shall be modified in respect of redemption to the extent of any such variation.

5.4 Redemption of Products via Cash Settlement

(a) Cash Settlement Redemption

The termination and redemption of Products by an Investor, other than as set out in Condition 5.3 (*Redemption of Products at the Option of an Authorised Participant*) shall be settled on a Cash Settlement basis in accordance with this Condition 5.4.

(b) Determination and Notification of the Redemption Amount

The Product Calculation Agent shall determine the Redemption Amount, if any, to be paid by the Issuer in respect of the Products being terminated and redeemed.

(c) Cash Settlement on the Redemption Date for the relevant Series

On or prior to the Redemption Date, the Issuer shall, in respect of the Products being terminated and redeemed, for value on the Redemption Date, transfer (or cause to be transferred) the Redemption Amount, if any, to the Global Paying Agent.

On the Redemption Date, the Global Paying Agent shall, subject to (i) transfer of the relevant Products to be terminated and redeemed and (ii) receipt of payment of the related taxes and duties, if any, initiate the redemption process by way of delivery versus payment procedure via SIX SIS AG.

6. DISRUPTION EVENTS

6.1 Market Disruption Events

(a) Market Disruption Event

For the purpose of this Condition 6.1, **Market Disruption Event** means, in respect of the Underlying, that the price or value relevant for the Product cannot be determined or announced or published or otherwise is not being made available on a day relevant for the fixing, observation or valuation of such Underlying, in particular the Final Fixing Date, as determined by the Product Calculation Agent, in its duly exercised discretion.

(b) Rights on the occurrence of a Market Disruption Event

If the Product Calculation Agent, in its duly exercised discretion determines that a Market Disruption Event has occurred and is continuing on a day relevant for the fixing, observation or valuation of the single Underlying, in particular the Final Fixing Date, then the respective day relevant for the fixing, observation or valuation of such Underlying shall be postponed until the next following Exchange Business Day where there is no such Market Disruption Event.

If a Market Disruption Event is continuing, then the respective day relevant for the fixing, observation or valuation of the single Underlying, in particular the Final Fixing Date, and the value for such Underlying for such date shall be determined by the Product Calculation Agent, in its duly exercised discretion, but in accordance with established market practice.

6.2 Equity Disruption Events

(a) Equity Distribution Events

For the purposes of this Condition 6.2., **Equity Disruption Event** means, in respect of the Underlying, the following events as determined by the Issuer in its reasonable discretion:

1. the Equity Assets are reclassified or the Share Company is acquired by, or aggregated into, another fund, depositary bank, pooled investment vehicle, collective investment scheme, partnership, trust, or other similar legal arrangement, whose mandate, risk-profile, and/or benchmark are different from the mandate, risk-profile, and/or benchmark of the Share Company as stated as of the Issue Date;

2. there is a material change in the Share Company, constitutional documents of the Share Company, the mandate, risk-profile, or investment guidelines or objectives of the Share Company as stated as of the Issue Date (whereby such material change in the Share Company may arise, including but not limited to, due to a corporate split-up);

3. the director, trustee, and/or investment manager of the Share Company, in accordance with the provisions of the constitutional documents of the Share Company, requires the Issuer to redeem or transfer such Equity Assets held by the Issuer (or any of its affiliates) or if they were holders of such Equity Assets;

4. the currency denomination of the Equity Assets is amended in accordance with the constitutional documents of the Share Company;

5. any change in the regulatory or tax treatment applicable to the Share Company or the Equity Assets, as applicable, which could have material effect on the value of the Equity Assets, or the rights or remedies of any investor in the Equity Assets;

6. any adverse tax implication, in particular change in treatment of the Equity Assets under section 871(m) of the Sections 1471 through 1474 of the U.S. Revenue Code of 1986, as amended;

7. in relation to item 1-6 above, there in an announcement by or on behalf of the Share Company or by an exchange on which the Equity Assets are listed that such event will occur; or

8. an illegality occurs or the relevant authorisations or licence is revoked in respect of the directors, the trustee and/or the investment manager of the Share Company and/or the Share Company.

b) Corporate split-up

The occurrence of an Equity Disruption Event in the form of a corporate split-up may result in the Issuer potentially being unable to obtain new Equity Asset , in which case the Issuer may seek not to obtain any new Equity Asset . Following the occurrence of an Equity Disruption Event in the form of a corporate split-up, the Issuer may opt to (but shall be under no obligation to) replace the relevant Equity Asset held as Equity Asset Collateral with the new Equity Asset , whereby the Asset Entitlement shall correspond to the Asset Entitlement relating to each Product before the Equity Disruption Event in the form of a corporate split-up. In such case, the Issuer shall notify the Trustee and the Securityholders in writing pursuant to Condition 16.

6.3 Corporate Actions

In addition what is stated in Condition 6.2 (Equity Disruption Events), The Equity Assets may also be subject to Corporate actions affecting Equity Assets, which may include, without limitation (each a **Corporate Action**):

a) Dividends or other distributions

The declaration, deferral, suspension, modification, or non-payment of dividends or distributions, including ordinary, extra-ordinary, cumulative or non-cumulative dividends, changes to the dividend rate, dividend calculation methodology or dividend reset mechanism, including fixed-to-floating rate conversions or reference rate substitutions.

b) Bonus, Splits and Consolidations

Bonus issues or capitalisation of reserves, share splits, reverse splits, consolidations, subdivisions.

c) Rights Issue

Rights issues, subscription rights, warrants or other entitlements to acquire additional shares or securities.

d) Redemption

Redemption, call, mandatory redemption, or early payment (whether in whole or in part), including redemption at par or at a specified call price (in case of preferred shares).

e) Conversion or Exchange

Conversion or exchange of shares into common shares, preferred shares, other classes or series of equity securities or other instruments.

f) Substitution

Substitution, exchange, reclassification or restructuring, including the issuance of replacement securities.

g) Mergers and Acquisitions

Mergers, amalgamations, takeovers, tender-offers, spin-offs, demergers, reorganisations, recapitalisations or similar corporate events involving the issuer of the Equity Assets.

h) Repurchase and Buy-back

Share repurchases, buy-back programmes or similar transactions that may materially affect the value or liquidity of the Equity Assets.

i) Delisting

Delisting, trading suspension, change of primary trading venue or transfer of listing of the Equity Assets.

j) Other Events

Any other event affecting the Equity Assets that the Issuer and/or the Calculation Agent determines has a material impact on the value, liquidity or characteristics of the Equity Assets.

7. UNDERLYING ILLIQUIDITY

7.1 Underlying Illiquidity

For the purpose of this Condition 7, **Underlying Illiquidity** means, in respect of any Underlying, low or no trading volume in the Underlying, the difficulty to buy and/or sell the Underlying in a short period of time without its price being affected, or any comparable event that leads to an extraordinary illiquidity in any Underlying, as determined by the Issuer in its sole discretion.

7.2 Rights upon Underlying Illiquidity

(a) Expanded bid/offer spreads

In case of Underlying Illiquidity, the Market Maker or Authorised Participant shall be entitled to temporarily increase the spread between the bid and offer prices of the Product to account for such prevailing market conditions.

(b) Modified Redemption Amount

In case of Underlying Illiquidity, the relevant Redemption Amount may be calculated based on the average execution price (less transaction costs) as it was obtained on a best effort basis, as determined by the Product Calculation Agent, instead of using the originally pre-defined fixing or value of the Underlying (*e.g.*, the official close of the respective Underlying) set out in the Final Terms.

(c) Postponed fixing and/or redemption

In case of Underlying Illiquidity, the determination (fixing) and/or the payment of the relevant redemption amount shall be postponed accordingly by such number of days necessary to account for such prevailing market conditions as determined by the Product Calculation Agent.

7.3 No Rights to Underlying

The Investor in a Product is not entitled to any rights or claim to the Underlying aside from those described in the General Terms and Conditions. Unless in the cases specifically provided for, physical delivery of the Underlying is excluded and Investor's interests are settled in fiat currency in the event of a redemption. Even in the cases where redemption in-kind is possible, Investors are not entitled to any Underlying, but rather they have a right to receive such number of shares of the same type as the Underlying to satisfy their claim in the amount of the relevant Redemption Amount.

8. ADJUSTMENTS

8.1 Adjustments

The Issuer shall, acting in a commercially reasonable manner and in accordance with established market practice and without the consent of Investors, determine whether or not at any time a potential adjustment event has occurred. An adjustment event is an event that may have a diluting or concentrative effect on the theoretical value of the relevant Underlying (the **Potential Adjustment Event**).

A Potential Adjustment Event includes, but is not limited to, the following:

1. Any discontinuation of Trading as specified in Condition 8.2;

2. An Equity Disruption Event;

3. A Market Disruption Event;

4. Any Tender Offer;

5. A Nationalisation;

6. A Merger Event;

7. A Corporate Action; and

8. A Share Company Insolvency Event.

Where it determines that a Potential Adjustment Event has occurred, the Issuer will, acting in a commercially reasonable manner and in accordance with established market practice determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Underlying and, if so, will make such adjustment as it considers appropriate in its duly exercised discretion and in accordance with established market practice. Such adjustment could be made to the Redemption Amount, the relevant Underlying, the number of Underlyings to which each Product relates, the number of Underlyings, and/or any other adjustment and, in any case, any other variable relevant to the redemption, settlement, or payment terms of the relevant

Products as the Issuer determines, in its duly exercised discretion but in accordance with established market practice, to be appropriate to account for that diluting or concentrative effect. The Issuer shall further determine, in its duly exercised discretion and in accordance with established market practice, the effective date(s) of such adjustment(s).

Adjustment may include, without limitation, adjustments to the relevant Equity Assets, the composition of the Collateral, the valuation methodology, the applicable price source, or, where appropriate, the substitution of the affected Equity Asset with cash or another asset.

The Issuer is under no obligation to make any adjustment following the occurrence of a Corporate Action, and any such determination shall be made acting in good faith and in a commercially reasonable manner.

8.2 Discontinuation of Trading on Relevant Underlying Exchange

If the Issuer, acting in a commercially reasonable manner and in accordance with established market practice, upon the announcement of the Relevant Underlying Exchange that pursuant to the rules of such Relevant Underlying Exchange, the relevant Underlying ceases (or will cease) to be traded or publicly quoted on the Exchange for any reason and is not immediately re-traded or re-quoted on an exchange or quotation system, then the Issuer may determine, in its duly exercised discretion and in accordance with established market practice, that the relevant Products shall be terminated and the Product shall pay an amount which the Product Calculation Agent, in its duly exercised discretion and in accordance with established market practice, determines is the fair market value. Alternatively, the Issuer is entitled to continue the affected Products with a new underlying (**Successor Underlying**). The Issuer shall determine the Successor Underlying in its duly exercised discretion and in accordance with established market practice for the type of Underlyings.

8.3 Notices of Adjustment

The Issuer shall give notice to the Investors in accordance with Condition 16 of any change to the terms and conditions of the Products in accordance with this Condition 8. For the avoidance of doubt, the consent of the Investors shall not be required to make any of the changes to the Products set out in this Condition 8.

9. POSTPONEMENT OF FINAL FIXING DATE OR OBSERVATION DATE ON THE OCCURRENCE OF A FOREIGN EXCHANGE DISRUPTION EVENT

If the Product Calculation Agent determines that on a Final Fixing Date or an Observation Date an FX Disruption Event has occurred and is continuing, the date for determination of the FX Rate (as defined below) shall be postponed until the first Business Day on which such FX Disruption Event ceases to exist (the **FX Establishment Date**). The Final Fixing Date or the Observation Date in respect of the Products shall be postponed to the Business Day which falls on the same number of Business Days after the FX Establishment Date as the Final Fixing Date or the Observation Date, as applicable, was originally scheduled to be after the Final Fixing Date or the Observation Date, as applicable (the **Postponed Final Fixing Date** or the **Postponed Observation Date**).

If an FX Disruption Event has occurred and is continuing on the Postponed Final Fixing Date or Postponed Observation Date (including any Final Fixing Date or Observation Date postponed due to a prior FX Disruption Event), then the Postponed Final Fixing Date or Postponed Observation Date, as applicable, shall be further postponed until the first Business Day following the date on which such FX Disruption Event ceases to exist, or to a date as reasonably determined by the Product Calculation Agent. For the avoidance of doubt, if an FX Disruption Event coincides with a Market Disruption Event, as the case may be, the provisions of this Condition 9 shall take effect only after such postponements or adjustments have been made as a result of such Market Disruption Event in accordance with the General Terms and Conditions and, notwithstanding the respective provisions of the General Terms and Conditions, the Issuer's payment obligation of the Redemption Amount shall continue to be postponed in accordance with the provisions of this Condition 9.

For the purposes of this Condition 9, **FX Disruption Event** means the occurrence of an event that makes it impossible through legal channels for the Issuer or its affiliates to either:

(iv) convert the Relevant Currency into the Settlement Currency; or

(v) deliver the Settlement Currency from accounts within the Relevant Country to accounts outside such jurisdiction; or

(vi) deliver the Relevant Currency between accounts within the Relevant Country to a person that is a non-resident of that jurisdiction.

FX Rate means, the exchange rate (determined by the Product Calculation Agent in good faith and in a commercially reasonable manner) for the sale of the Relevant Currency for the Settlement Currency on the Final Fixing Date or the Observation Date or other date on which such exchange rate falls to be determined in accordance with the provisions of this Condition 9 expressed as a number of units of Relevant Currency per unit of the Settlement Currency.

In the event that a Settlement Currency used in connection with the FX Rate (as defined above) or in any other context is replaced by another Settlement Currency in its function as legal tender in the country or jurisdiction, or countries or jurisdictions, by the authority, institution or other body which issues such Settlement Currency, by another currency or is merged with another currency to become a common currency, the affected Settlement Currency shall be replaced for the purposes of these General Terms and Conditions and the respective Final Terms by such replacing or merged currency, if applicable after appropriate adjustments have been made, (the **Successor Currency**). The Successor Currency and the date of its first application shall be determined by the Issuer in its duly exercised discretion and will be notified to the Investors in accordance with Condition 16.

10. [INTENTIONALLY LEFT BLANK]

11. TERMINATION AND CANCELLATION DUE TO ILLIQUIDITY, ILLEGALITY, IMPOSSIBILITY OR INCREASED COST OF COLLATERALISATION

The Issuer shall have the right to terminate and redeem the outstanding Products in any Series:

(i) if the Product Calculation Agent has determined that the Underlying of the relevant Products has permanently ceased to be liquid;

(ii) if compliance by the Issuer with the obligations under the Products or any transaction in respect of an Underlying of the relevant Products has become unlawful or impossible in whole or in part, in particular as a result of compliance by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power or controlling authority or of the relevant competent market authorities (a **Regulatory Call**); or

(iii) due to Increased Cost of Collateralisation in case of collateralised Products.

Increased Cost of Collateralisation means that the Issuer would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense, fee, or other cost to acquire, hold, substitute or maintain transaction(s) or asset(s) the necessary or deemed necessary by the Issuer in order to collateralise the relevant Products.

In such circumstances, the Issuer may terminate and redeem the Products by providing notice to Investors in accordance with Condition 16.

If the Issuer terminates and redeems the Products in accordance with this Condition 11, the Issuer will, to the extent permitted by applicable law, pay an amount to each Investor in respect of the Products, determined by the Issuer in its duly exercised discretion and in accordance with established market practice, as representing the Fair Market Value of such Products upon redemption (notwithstanding any illegality or impossibility). Payment will be made within a reasonable time in such manner as shall be notified to the Investors within a period of not less than ten (10) and not more than thirty (30) Business Days in accordance with Condition 16.

In addition, the Issuer has the right to terminate and redeem any outstanding Products in a Series in whole, but not in part, on any date that is 30 calendar days after the Issue Date (and, where there is more than one Tranche of Products in any Series, such Issue Date being the Issue Date of the first Tranche issued in that Series), unless the Products are subject to a Regulatory Call as set out above, if there is no outstanding position of the relevant Product in the market, as determined by the Issuer. The Issuer shall as soon as possible notify the Investors of such redemption in accordance with Condition 16.

12. TAXATION/TAX CALL

Each Investor shall assume and be responsible for any and all taxes, duties, fees and charges imposed on or levied against (or which could be imposed on or levied against) such Investor in any jurisdiction or by any governmental or regulatory authority.

The Issuer and the Global Paying Agent shall have the right, but not the duty, to withhold or deduct from any amounts otherwise payable to the Investor such amount as is necessary for the payment of such taxes, duties, fees and/or charges.

Investors shall not be entitled to receive amounts to compensate for any amount so withheld or deducted.

Where the Issuer has agreed to make adjustments in one or more Series of Products pursuant to the provisions in the applicable Final Terms and as set out in Condition 8, all such adjustments will be done on a good faith effort basis. If any governmental or regulatory authority imposes on the Issuer the obligation to pay any such taxes, duties, fees and/or charges, the Investor shall promptly reimburse the Issuer.

The Issuer may terminate and redeem all outstanding Products in any Series in the event that any present or future taxes, duties or governmental charges would be imposed by any jurisdiction in which the Issuer is or becomes subject to tax as a result of any change in laws or regulations of the relevant jurisdiction (**Tax Call**). The Issuer shall as soon as possible notify the Investors of such redemption in accordance with Condition 16. For purposes of this Condition 12, the Issuer shall determine such Redemption Amount in its sole discretion at the Fair Market Value. The amount representing the Fair Market Value will be paid to the Investors as soon as possible following the date of determination of the Fair Market Value.

13. TRADING OF THE PRODUCTS

The Minimum Trading Lot (or an integral multiple thereof) of Products for trading of such Products, if any, will be specified in the Final Terms.

14. AGENTS

14.1 Paying Agents

The Issuer reserves the right at any time to vary or terminate the order/mandate of the Global Paying Agent and to appoint another paying agent provided that (i) if Products are outstanding, it will maintain a paying agent, and (ii) as long as the Products are listed on SIX, it will maintain a Swiss Paying Agent for listing purposes only. The Swiss Paying Agent will be specified in the relevant Final Terms.

Each of Global Paying Agent and any other paying agent appointed in respect of a particular Series of Products (together with the Global Paying Agent, the **Paying Agents**), is acting solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Investors.

Any determinations, decisions and calculations by the Paying Agents shall (save in the case of manifest error or wilful misconduct) be final and binding on the Issuer and the Investors.

The Issuer may at any time vary or terminate the appointment of the Paying Agents. It shall give notice to the Investors in accordance with Condition 16 of any modification in the appointment of the Paying Agents. Notice of any such termination of appointment or new appointment and of any change in the specified office of a paying agent will be given to the Investors in accordance with Condition 16.

14.2 Product Calculation Agent

The Product Calculation Agent will be specified in the Final Terms.

The Product Calculation Agent does not act as agent for the Investors and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Investors.

All calculations, decisions and determinations made by the Product Calculation Agent shall (save in the case of manifest error or wilful misconduct) be final and binding on the Issuer, the Paying Agents and the Investors.

The Product Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party, as it deems appropriate.

The Issuer may at any time vary or terminate the appointment of the Product Calculation Agent. It shall give notice to the Investors in accordance with Condition 16 of any modification in the appointment of the Product Calculation Agent.

14.3 Collateral Agent

By investing in the Product(s), each Investor is deemed to agree and acknowledge that the Issuer shall appoint the Collateral Agent (or its successors) to act on behalf of the Investors as set out in, and in accordance with, the terms and conditions set out in the Collateral Agent Agreement and the Security Documents.

The Collateral Agent may, in accordance with the provisions of the Collateral Agent Agreement, delegate any of its obligations and functions to a third party, as it deems appropriate.

The Issuer may at any time vary or terminate the appointment of the Collateral Agent in accordance with the provisions of the Collateral Agent Agreement. It shall give notice to the Investors in accordance with Condition 16 of any modification in the appointment of the Collateral Agent.

Pursuant to the Collateral Agent Agreement, the Collateral Agent is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid or reimbursed any liabilities incurred by it in priority to the claims of the Investors (save in relation to any responsibility arising out of or liabilities incurred as a result of its own fraud, wilful misconduct or gross negligence). In addition, the Collateral Agent is entitled to enter into business transactions with the Issuer without accounting for any profit.

The Collateral Agent will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Issuer Security or any documents of title thereto being uninsured or inadequately insured. The Collateral Agent shall not be responsible for monitoring the compliance of any of the other parties to the Transaction Documents with their obligations under the Transaction Documents.

The Collateral Agent shall not be required or obliged to take any action, step or proceeding whether in relation to the enforcement of the Issuer Security or otherwise without first being indemnified and/or secured and/or pre-funded to its satisfaction.

The Collateral Agent shall not be responsible or liable for monitoring or ascertaining whether or not an Event of Default or Insolvency Event or Extraordinary Event has occurred or exists. Unless and until it has received written notice to the contrary, the Collateral Agent shall be entitled to assume (without any liability to any person) that no Event of Default or Insolvency Event or Extraordinary Event has occurred or exists.

The Collateral Agent is exempted from liability with respect to any loss or theft or reduction in value of the assets comprised in the Issuer Security (or any of them).

14.4 Liability

Without prejudice to the provisions of the Collateral Agent Agreement, none of the Issuer, the Product Calculation Agent, the Collateral Agent or the Paying Agents shall have any responsibility to the extent permitted by law for any errors or omissions in the calculation of any amount or with respect to any other determination or decisions required to be made by it under these General Terms and Conditions or with respect to any Products, irrespective of whether the agents act in the interest of the Issuer or the Investor.

15. PURCHASE BY THE ISSUER

The Issuer, and/or any of its affiliates may at any time purchase Products of any issue at any price in the open market or otherwise. Such Products may, at the option of the Issuer, and/or, as the case may be, the relevant affiliate, be held, resold or cancelled or otherwise dealt with.

16. NOTICES

Notices to Investors relating to Products listed on the SIX Swiss Exchange will be published in accordance with the regulations of the SIX Swiss Exchange, as in force, on the SIX Swiss Exchange website www.six-swiss-exchange.com/news/official_notices, on the Issuer's website https://21shares.com/ir/notices or, in any other form as permitted by the rules and regulations of the SIX Swiss Exchange.

Notices to Investors relating to Products listed on a securities exchange or trading venue other than the SIX Swiss Exchange will be published in accordance with the regulations of the relevant securities exchange or trading venue.

Notices to Investors of non-listed Products may be published, as specified in the applicable Final Terms, in newspapers, on a website or otherwise.

17. LIABILITY FOR LOSSES

None of the Issuer, the Collateral Agent or any other obligor under any Products shall be liable for fraud, theft, cyber-attacks and/or any analogous or similar event (each, an **Extraordinary Event**). Accordingly, upon the occurrence of an Extraordinary Event with respect to, or affecting any, Underlying or Underlying Component, including any Underlying or Underlying Component that serves as Collateral, the Issuer shall give notice to Investors in accordance with Condition 15 and to the Collateral Agent and the Redemption Amount for such Products shall be reduced to account for such Extraordinary Event and may be as low as zero, as determined by the Product Calculation Agent (if appointed) and where no Product Calculation Agent is appointed, the Issuer.

In no event shall the Issuer or the Collateral Agent have any liability for indirect, incidental, consequential or other damages (even if it was advised of the possibility of such damages) other than (in the case of the Issuer only) interest until the date of payment on sums not paid when due in respect of any Products. Investors are entitled to damages only and are not entitled to the remedy of specific performance in respect of a Product.

18. SEVERANCE AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS AND THE FINAL TERMS

In the event any Condition or item in the relevant Final Terms is or becomes invalid, the validity of the remaining Conditions and items in the relevant Final Terms shall not be affected.

The Issuer shall be entitled to amend without the consent of the Investors any Condition or item in the relevant Final Terms for the purpose of (i) correcting a manifest error, or (ii) clarifying any uncertainty, or (iii) correcting or supplementing the provisions herein in such manner as the Issuer deems necessary or desirable, provided that, in the Issuer's sole opinion, the Investors would not incur significant financial loss as a consequence thereof

Furthermore, the Issuer shall at all times be entitled to amend any Condition or item in the relevant Final Terms where, and to the extent that the amendment is necessitated as a consequence of legislation, decisions by courts of law, or decisions taken by governmental authorities.

19. FURTHER ISSUES

The Issuer shall be at liberty without the consent of the Investors to create and issue further Products (provided that the Underlying or Underlying Components are also increased by a corresponding amount) either having the same terms and conditions as the Products in all respects (or in all respects save for their Issue Date and Issue Price) and so that such further issue shall be consolidated and form a single Series with the outstanding Products of any Series or upon such terms as the Issuer may determine at any time of their issue. References in these General Terms and Conditions to the Products include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single Series with existing Products or a separate Series.

20. EVENTS OF DEFAULT AND INSOLVENCY EVENT

20.1 Event of Default

If the Issuer fails to pay any amount due in respect of a Series of Products when due and such failure continues for a period of 10 Swiss business days (an **Event of Default**), then Investors holding at least 25% of the outstanding Products in the relevant Series may, by notice in writing to the Issuer (at its registered office) and the Collateral Agent (at its specified office) (with a copy to the Administrator), declare all the Products in such Series to be, and whereupon they shall become, immediately redeemable without further action or formality. Such redemption shall be effected by the Issuer in accordance with Condition 21 and otherwise in accordance with Condition 5.

20.2 Insolvency Event

Upon the Issuer being declared bankrupt within the meaning of article 736 No. 3 of the Swiss Code of Obligations and the DEBA by a competent court (an **Insolvency Event**), all the Products shall become immediately redeemable without further action or formality in accordance with Condition 20 and otherwise in accordance with Condition 5.

The Issuer will notify the Collateral Agent promptly upon the occurrence of an Insolvency Event.

21. ENFORCEMENT AND POST-ENFORCEMENT PRIORITY OF PAYMENTS

21.1 Enforcement

(a) Upon the occurrence of an Event of Default or Insolvency Event, the Collateral Agent shall, subject to being indemnified and/or secured and/or prefunded to its satisfaction: (i) in the case of an Event of Default, if so instructed in writing by Investors representing not less than 25% of Products in the relevant Series (which instruction can be combined with the notice in Condition 20.1 and the instruction in Condition 21.1(b)); or (ii) in the case of an Insolvency Event, if so instructed by any Investor in writing which instruction can be combined with the instruction in Condition 21.1(b)), serve an Enforcement Notice on the Issuer and subject as provided in the Collateral Agent Agreement, at any time and without notice, institute such proceedings and/or take such action, step or proceedings as it may think fit against, or in relation to, the Issuer or any other person to enforce its rights under any of the Transaction Documents.

(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.

(c) No Investor shall be entitled to proceed directly against the Issuer or any other party to the Product Documentation in respect of the Products unless such Investor has first sought enforcement of the Issuer Security in accordance with the Collateral Agent Agreement.

21.2 Post-Enforcement Priority of Payments

Upon the enforcement of the Issuer Security by the Collateral Agent, all monies received and all money derived therefrom (**Issuer Security Enforcement Proceeds**) shall be applied by or on behalf of the Collateral Agent in accordance as follows:

5. *Firstly*, in payment or satisfaction of all amounts then due and unpaid or payable to the Collateral Agent and any Appointee;

6. *Secondly*, in *payment* or satisfaction *pari passu* and rateably of all amounts then due and unpaid to the Jura Pentium Servicing Entity and the relevant Custodian(s) (as further set out in the Collateral Agent Agreement);

7. *Thirdly*, in or towards *payment* or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of the relevant Products; and

8. *Fourthly*, in payment of *the* balance (if any) to the Issuer (without prejudice to, or liability in respect of, any queries as to how such payment to the Issuer shall be dealt with between the Issuer and any such person),

(the **Post-Enforcement Priority of Payments**).

22. ISSUER'S COVENANT TO PAY

The Issuer covenants with and undertakes to the Investors, and also for the benefit of the Collateral Agent, that it shall duly, unconditionally and punctually pay and discharge all moneys and liabilities whatsoever which from time-to-time become due, owing or payable by the Issuer: (a) under or in respect of the Products; and (b) under or in respect of the Issuer Security.

23. PRIORITY OF PAYMENTS

Save for any monies received in connection with the realisation or enforcement of all or part of the Issuer Security, all monies received by or on behalf of the Issuer in relation to any Redemption in accordance with Condition 5 will be paid in the following order of priority:

6. *Firstly,* in payment or satisfaction of all amounts then due and unpaid or payable to the Collateral Agent;

7. *Secondly*, in payment or satisfaction of all amounts then due and unpaid to the Paying Agents;

8. *Thirdly*, in payment or satisfaction *pari passu* and rateably of all amounts then due and unpaid to the Jura Pentium Servicing Entity and the relevant Custodian(s) (as further set out in the Collateral Agent Agreement);

9. *Fourthly*, in payment of any Redemption Amounts due and unpaid owing to the Investors;

10. *Fifthly*, in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any queries as to how such payment to the Issuer shall be dealt with between the Issuer and any such person),

(the **Priority of Payments**).

24. PRESCRIPTION

Claims for payment of a Redemption Amount in respect of the Products shall be barred by the statute of limitations in accordance with the laws of Switzerland, unless made within ten (10) years from the relevant Redemption Date.

25. SUBSTITUTION

The Issuer may at any time, without the consent of the Investors, substitute for itself as obligor under the Products any affiliate, subsidiary or holding company of the Issuer (the **New Issuer**), provided that the New Issuer shall assume all obligations that the Issuer owes to the Investors under or in relation to the Products.

If such substitution occurs, then any reference in the Product Documentation to the Issuer shall be construed as a reference to the New Issuer. Any substitution will be promptly notified to the Investors in accordance with Condition 16. In connection with any exercise by the Issuer of the right of substitution, the Issuer shall not be obliged to carry any consequences suffered by individual Investors as a result of the exercise of such right and, accordingly, no Investor shall be entitled to claim from the Issuer any indemnification or repayment in respect of any consequence.

26. SELLING RESTRICTIONS

Save for (i) the approval of this Base Prospectus by the SFSA which allows for a public offering of the Products in Sweden and any notification of the approval to other EEA Member States in accordance with the Prospectus Regulation for the purposes of making a public offer in such Member States and (ii) if and when this Base Prospectus (together with any supplements hereto) is automatically recognised in accordance with article 54(2) of the Swiss Financial Services Act of 15 June 2018, as amended (FinSA) by, and deposited with, a review body within the meaning of article 52 of the FinSA (any such review body, a Swiss Review Body) as a base prospectus within the meaning of article 45 of the FinSA, and the respective Final Terms have been deposited with such Swiss Review Body in accordance with article 45(3) of the FinSA, a public offering and/or admission to trading on a trading venue of Products in Switzerland, no action has been or will be taken by the Issuer that would permit a public offering of any Products or possession or distribution of any offering material in relation to any Products in any jurisdiction where action for that purpose is required. No offers, sales, resales, or deliveries of any Products or distribution of any offering material relating to any Products may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

27. GOVERNING LAW AND JURISDICTION

The Products are governed by, and shall be construed in accordance with, the laws of Switzerland (without reference to the principles of conflicts of law rules).

In relation to any proceedings in respect of the Products, the Issuer submits to the jurisdiction of the courts of the City of Zurich, the place of jurisdiction being Zurich 1.

Notwithstanding the above, and for the avoidance of doubt, certain provisions within each of the Security Documents and Collateral Agent Agreement shall be governed by the laws of Switzerland or the laws of the State of New York or the laws of England or the laws of England and Wales, as stated in each of the aforementioned agreements.

PURPOSE OF FINAL TERMS

In this section, the expression “necessary information” means, in relation to any Products, the information necessary to enable Investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Products. In relation to any Products which may be issued under the Programme, the Issuer has endeavoured to include in this Base Prospectus all of the necessary information except for information relating to such Products, which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Product.

Any information relating to any Products, which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Product will be contained in the relevant Final Terms.

In respect of each issue of Products, the related Final Terms will, for the purposes of that Product only, must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Product are the General Terms and Conditions, as completed by the related Final Terms.

FORM OF FINAL TERMS

[**MIFID II PRODUCT GOVERNANCE** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Products has led to the conclusion that: (i) the target market for the Products is eligible counterparties[,] [and] professional clients [and retail clients], each as defined in Directive 2014/65/EU, as amended (**MiFID II**); [and] [***EITHER***[1]: (ii) all channels for distribution of the Products are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] [***OR***[2]: (ii) all channels for distribution of the Products to eligible counterparties and professional clients are appropriate; [and (iii) the following channels for distribution of the Products to retail clients are appropriate – investment advice[,][and] portfolio management[,][and] [non-advised sales] [and pure execution services] [, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. Any person subsequently offering, selling or recommending the Products (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Products (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable][3]. For the avoidance of doubt, the Issuer is not a manufacturer or distributor for the purposes of MiFID II.]

FINAL TERMS DATED [•]

21Shares AG
(incorporated in Switzerland)

LEI: 254900UWHMJRRODS3Z64

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

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Products in any Member State of the EEA which has implemented the Prospectus Regulation (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Regulation, as implemented in that Relevant Member State, from the requirement to publish a prospectus

1 Include for Products that are not ESMA complex pursuant to the Guidelines on complex debt instruments and structured deposits (ESMA/2015/1787) (the **ESMA Guidelines**).

2 Include for Products that are ESMA complex pursuant to the ESMA Guidelines. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability and appropriateness will be necessary. In addition, if the Products constitute "complex" products, pure execution services to retail clients are not permitted without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

3 If there are advised sales, a determination of suitability will be necessary.

for offers of the Prospectus. Accordingly, any person making or intending to make an offer in that Relevant Member State of the Products may only do so in circumstances in which no obligation arises for the Issuer or any Authorised Participant to publish a prospectus pursuant to Article 1 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Authorised Participant has authorised, nor do they authorise, the making of any offer of the Products in any other circumstances.][4]

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Products in any Member State of the EEA which has implemented the Prospectus Regulation (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Regulation, as implemented in that Relevant Member state, from the requirement to publish a prospectus for offers of the Products. Accordingly, any person making or intending to make an offer of the Products may only do so:

(i) in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 1(4) of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer; or

(ii) in those Non-Exempt Offer Jurisdictions mentioned in the following paragraph, provided such person is [*one of the persons mentioned in the following paragraph*] and that such offer is made during the Offer Period specified for such purpose therein.

An offer of the Products may be made by the Issuer or by the Authorised Offerors specified in Part B of these Final Terms other than pursuant to Article 1(4) of the Prospectus Regulation in [•] (**Non-Exempt Offer Jurisdictions**) during the period from [*specify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [•] Business Days thereafter"*] (the **Offer Period**).

Neither the Issuer nor any Authorised Participant has authorised, nor do they authorise, the making of any offer of Products in any other circumstances.][5]

Terms used herein shall be deemed to be defined as such for the purposes of the relevant General Terms and Conditions of the Products indicated in the table below (the **Conditions**) issued by 21Shares AG (the **Issuer**) set forth in the Base Prospectus dated [•][, as supplemented by the Supplements thereto dated [*date*]] (the **Base Prospectus**), which together constitute[s] a base prospectus for purposes of Regulation (EU) 2017/1129, as amended (the **Prospectus Regulation**).This document constitutes the Final Terms of the Products described herein for the purposes of Article 8(5) of the Prospectus Regulation 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 (https://21shares.com/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 (https://21shares.com/ir/final-terms) by selecting Base Prospectus and then Final Terms and the respective Security Code.

[The Base Prospectus, together with the Final Terms, has been deposited with the prospectus office of [BX Swiss / the SIX Exchange Regulation] and constitutes the prospectus with respect to the Securities described herein for the purposes of the Swiss Financial Services Act.] [In accordance with article 58a of

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4 Include this legend for an exempt offer of Products.

5 Include this legend for a Non-Exempt Offer.

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.]

(i) Issue Date	[•]
(ii) Series	[•]
(iii) Tranche	[•]
(iv) 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*]].
(v) Aggregate Number of Products represented by this Tranche	[•] / [*Up to* [•]]]
(vi) Issue Price	The initial Crypto Asset Collateral, Equity Asset Collateral, and/or Commodity Asset Collateral is composed of the following Crypto Assets, Equity Assets, and/or Commodity Assets per Product: *[to be inserted]*. *The Issue Price is subject to any applicable fees and commissions of the person offering the Product.*
(vii) General Terms and Conditions applicable to the Products:	[General Terms and Conditions for Products related to Crypto Assets and/or Commodity Assets] / [General Terms and Conditions for Products related to Equity Assets]
Underlying	[•] [Basket] [Index] [Relevant Underlying Exchange: [•] [Relevant Currency: [•]] Information regarding past performance, further performance and volatility of the Underlying is available, free of charge, at [•] [Eligible Collateral: [●] [*If the Underlying is not used as initial collateral, specify the eligible collateral so used. Otherwise delete this last paragraph*]] [Price source[s]: [●]] [or any other price source the Issuer finds suitable at its own discretion]
[Basket]	[Applicable] [Not Applicable]
[Index]	[Applicable] [Not Applicable] **[Index:** [•]] [**Index Sponsor:** [•]]

	[**Publishing Party:** [•]] [**Index Calculation Agent:** [•]] [**Index Administrator:** [MarketVector Indexes GmbH]/Kaiko Indices SAS]/[•], which is included in the register of administrators pursuant to Article 36 of the Benchmark Regulation (EU 2016/1011). [Information about the index can be obtained at [●].]
[Underlying Component]	[[•] | **Weight:** [•] | **Relevant Underlying Exchange:** [•] | **Relevant Currency:** [•]] [[•] | **Weight:** [•] | **Relevant Underlying Exchange:** [•] | **Relevant Currency:** [•]] [[•] | **Weight:** [•] | **Relevant Underlying Exchange:** [•] | **Relevant Currency:** [•]] [[•] | **Weight:** [•] | **Relevant Underlying Exchange:** [•] | **Relevant Currency:** [•]] [Not Applicable] [Initial Eligible Collateral: [●] [*If the Underlying Components are not used as initial collateral, specify the eligible collateral so used. Otherwise delete this paragraph*]]
Redemption Amount	The Redemption amount is calculated as follows: [*insert for **long exposure** or **leverage exposure** Products:* $Redemption\ Amount = \sum_{i=1}^{n} p_i * q_i - rf$ *Where (for each Crypto Asset Collateral [and Equity Asset Collateral] [and Commodity Asset Collateral] (i)):* *n = [number of underlyings]/[●],* *p_i = price of asset sold (USD),* *q_i = quantity sold, reflecting any investor fees [and any borrowing costs]* *rf = redemption fee equal to [$150]/[●] plus [4]/[●] bps of redemption amount per redemption order*] [*insert for **short exposure** Products:* AIP + VoS – F - rf *Where:*

	AIP = aggregate Issue Price of all Products credited to the Collateral Account in USD *VoS = value of the short position in the relevant Crypto Asset(s)* *F = means the aggregate amount of investor fees and Borrowing Costs* *rf = redemption fee equal to [$150]/[●] plus [4]/[●] bps of redemption amount per redemption order]* *[and where* *Borrowing Costs means the borrowing costs incurred over time associated with managing short positions and which costs will typically range between [●]% to [●]% and which costs will be subject to a maximum of [●]%, in each case of the aggregate short position. The Borrowing Costs will be published daily on the Issuer website on a weighted-average basis.*] The Redemption Amount may also be subject to additional fees related to the transfer of fiat assets. In the case of the Redemption Amount per Product as calculated in accordance with the formula set out above being less than the smallest denomination of the Settlement Currency (i.e., U.S.$0.01, €0.01, CHF 0.01, £0.01 or the equivalent in other Settlement Currencies), the Redemption Amount per Product shall be deemed to be, and will be, reduced to zero. Redemptions by Authorised Participants pursuant to Condition 5.3 (*Redemption at the Option of an Authorised Participant*) shall be settled on an in-kind basis unless the Issuer permits such redemption to be settled in accordance with Condition 5.5 (*Cash Settlement*). The calculation of the Redemption Amount may fluctuate as a result of tracking errors relating to the Underlyings, as described in the section headed "*Risk Factors*" set out in the Base Prospectus.
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	Investor fee of [•]% of the aggregate value of the Crypto Asset Collateral, Equity Asset Collateral, and/or Commodity Asset Collateral annually. Fee will be calculated on a daily basis at 17:00 CET/CEST, or where the relevant Equity Asset is listed on a foreign exchange or trading venue, by reference to the [official closing price / other price] of such Equity Asset determined at the [official market close / other pricing point] at [enter time of exchange] of the relevant primary foreign exchange or trading venue, as specified in the Final Terms. Fees related to the Product will be collected [in-kind / cash / combined]

	The Issuer reserves the right to, in its absolute discretion and from time to time, reduce the otherwise applicable Investor Fee to a lower fee or even to zero, in each case on a temporary basis subject to reinstatement of a higher Investor Fee (capped at the maximum level of the original Investor Fee). [*For* ***short exposure*** *products, include:* The calculation of the Redemption Amount also includes a cost component for relating to Borrowing Costs, please see preceding section.]
Long Exposure	[Leveraged Exposure/Normal Exposure] / Not applicable]
Distribution	[Not Applicable] [Accumulating] [Distributing] [details of the distribution payments and any fees received by the Issuer in connection to those distribution payments] [***Include where the distribution payments in the Collateral includes amounts referable to dividends, dividend equivalents or other distributions in respect of an Equity Asset, the amount taken into account in respect of such distribution shall be the net amount actually received or deemed received by the Issuer during the relevant period, after deduction or withholding of any taxes or other amounts required to be withheld by or on behalf of any applicable authority.*** The Issuer shall determine the distribution characterisation, timing and amount of any distribution on the basis of information made publicly available by the issuer of the relevant Equity Asset and/or any applicable authority at the time of determination. The Issuer may withhold or retain up to [●]% of any distribution in order to account for potential recharacterisation, dividend-equivalent treatment, withholding obligations, retroactive adjustments or other tax-related uncertainties relating to such distribution. The Issuer may make subsequent adjustments to reflect any reclassification or correction of the nature or amount of a distribution. To the extent that any amount retained pursuant to the foregoing exceeds the amount ultimately required following the final classification of the relevant distribution for the applicable fiscal period, such excess shall be released to the Collateral, subject to applicable law and operational feasibility.

	All determinations made by the Issuer pursuant to this provision shall be made in good faith and shall be binding on the Investors in the absence of manifest error.] [*Where staking arrangements are applicable, include:* [25]/[●]% total commission payable on the earned staking rewards, if any, will be allocated collectively to the [Custodian[(s)] and] the Issuer, net of any tax costs.] Unless, and where applicable only to the extent, the Issuer has agreed to share any net earned staking rewards pursuant to the above, no such earned staking rewards will be shared with Investors in any manner. [*Where dividends, dividend-equivalent or other payments are applicable, include:* [●]% total commission payable on the dividends, dividend-equivalents or other payments, if any, will be allocated collectively to the [Custodian[(s)] and] the Issuer, net of any tax costs.] Unless, and where applicable only to the extent, the Issuer has agreed to share any net earned dividends pursuant to the above, no such earned dividends, dividend-equivalent or other payments will be shared with Investors in any manner.
Investor Put Date	[•] in each year
[Final 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	[details of respective Exchange] [•]

[Exchange Business Day]	[As indicated in General Terms and Conditions] / [Other]
Market Maker	[•]
Authorised Participant	[•]
Custodian[s]	The Issuer may use any of the below Custodian(s) for the Product: [•] [*Please specify Custody Agreement, Pledge Agreement and/or Account Control Agreement in case not mentioned in the Base Prospectus*]
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.]
(viii) Responsibility	The Issuer accepts responsibility for the information contained in these Final Terms.
(ix) [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.]
(x) Date of Board of Directors approval of issuance	[•]

PART B – OTHER INFORMATION

(xi)	Listing and admission to trading	[Application has been made for the Products to which these Final Terms apply to be admitted to [the SIX Swiss Exchange] [the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*)] [and] [the multilateral trading facility of [●]] [and] [*other*]. The first trading date is expected to be [●].] [Not Applicable]
(xii)	[Notification]	[The *Finansinspektionen* (the **SFSA**) of Sweden has provided the competent authorities of [Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia[,] Slovenia [and] Spain]/ [and] / [*name(s) of relevant EEA host Member State(s)*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation.][6]
(xiii)	Interests of natural and legal persons involved in the issue	[So far as the Issuer is aware, no person involved in the offer of the Products has an interest material to the offer] / [*give details*]
(xiv)	Additional Considerations	[[Not applicable]/[Once credited to their securities accounts, the Investors (as defined in the General Terms and Conditions) have the direct ownership in the Products. The Products are subject to the actual market movement [without leverage] [and] [do not qualify as, or represent, a short position] with respect to the Underlying. [Neither the Products nor the Collateral are used by the Issuer for lending transactions.] The Collateral is held by an independent Custodian. If an Event of Default and Acceleration or an Insolvency Event occurs in respect of a Series of Products, each Product of such Series shall become, immediately redeemable without further action or formality. Upon the occurrence of an Event of Default or Insolvency Event, the Collateral Agent shall: (i) in the case of an Event of Default, if so instructed by Investors representing not less than 25% of Products in the relevant Series in writing; or (ii) in the case of an Insolvency Event, if so instructed any Investor in writing, serve an Enforcement Notice on the

6 Only applicable if the approval of the Base Prospectus has been notified by the SFSA to the competent authorities of another EEA Member State; otherwise, this section can be deleted.

		Issuer and, subject as provided in the Collateral Agent Agreement, at any time and without notice, institute such proceedings and/or take such action, step or proceedings as it may think fit against, or in relation to, the Issuer or any other person to enforce its rights under any of the Product Documentation. Subject to the provisions of the Collateral Agent Agreement, at any time after the Issuer Security has become enforceable, the Collateral Agent shall, 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. The Collateral Agent shall not be required or obliged to take any action, step or proceeding whether in relation to the enforcement of the Issuer Security or otherwise without first being indemnified and/or secured and/or pre-funded to its satisfaction. In the case of an enforcement of the Issuer Security, Investors would get the proceeds of the Collateral according to the procedure described in the Base Prospectus, as supplemented from time to time.]].
(xv)	ECB eligibility	The Product is [not] expected to be ECB eligible.
(xvi)	[Distribution]	[Not Applicable] / [An offer of the Products may be made by the Authorised Offerors other than pursuant to Article 1(4) of the Prospectus Regulation in [*specify relevant Member State(s) to which the Base Prospectus and any supplements have been passported*] (**Non-Exempt Offer Jurisdiction[s]**) during the Offer Period. See further "Terms and Conditions of the Offer" below.][7]
(xvii)	Additional Selling Restrictions	[Not Applicable] [*specify*]
ISIN and other Security Codes		[•]
Names and Addresses of Clearing Systems		[SIX SIS AG, [*specify address*]] / [*give details of additional or alternative clearing system(s)*]
(xviii)	Reasons for the offer:	[As stated in the Base Prospectus.]/[*If other, specify*].
(xix)	Estimated total expenses of the issue/offer and the	[Not Applicable] / [The total expenses of the [issue]/[offer] is estimated to amount to [●]. The estimated net amount of the proceeds is estimated to amount to [●].]

[7] Only applicable to Non-Exempt Offers; otherwise, this section can be deleted.

	estimated net amount of the proceeds:	
(xx)	Date of authorisation:	[*specify*]
(xxi)	Terms and Conditions of the Offer	[Products are made available by the Issuer for subscription only to Authorised Participants]
(xxii)	Offer Price:	[Issue Price]/ [*specify*]
(xxiii)	Conditions to which the offer is subject:	[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] [Not Applicable] / [*give details*]
(xxiv)	Description of the application process:	[Not Applicable] / [*give details*]
(xxv)	Description of the possibility to reduce subscriptions and manner for refunding excess amount paid by applicants	[Not Applicable] / [*give details*]
(xxvi)	Details of the minimum and/or maximum amount of application	[Not Applicable] / [*give details*]
(xxvii)	Details of the method and time limited for paying up and delivery of the Products	[Not Applicable] / [*give details*]
(xxviii)	Manner in and date on which results of the offer are made available to the public	[Not Applicable] / [*give details*]
(xxix)	Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised	[Not Applicable] / [*give details*]
(xxx)	Whether tranche(s) have been reserved for certain countries	[Not Applicable] / [*give details*]

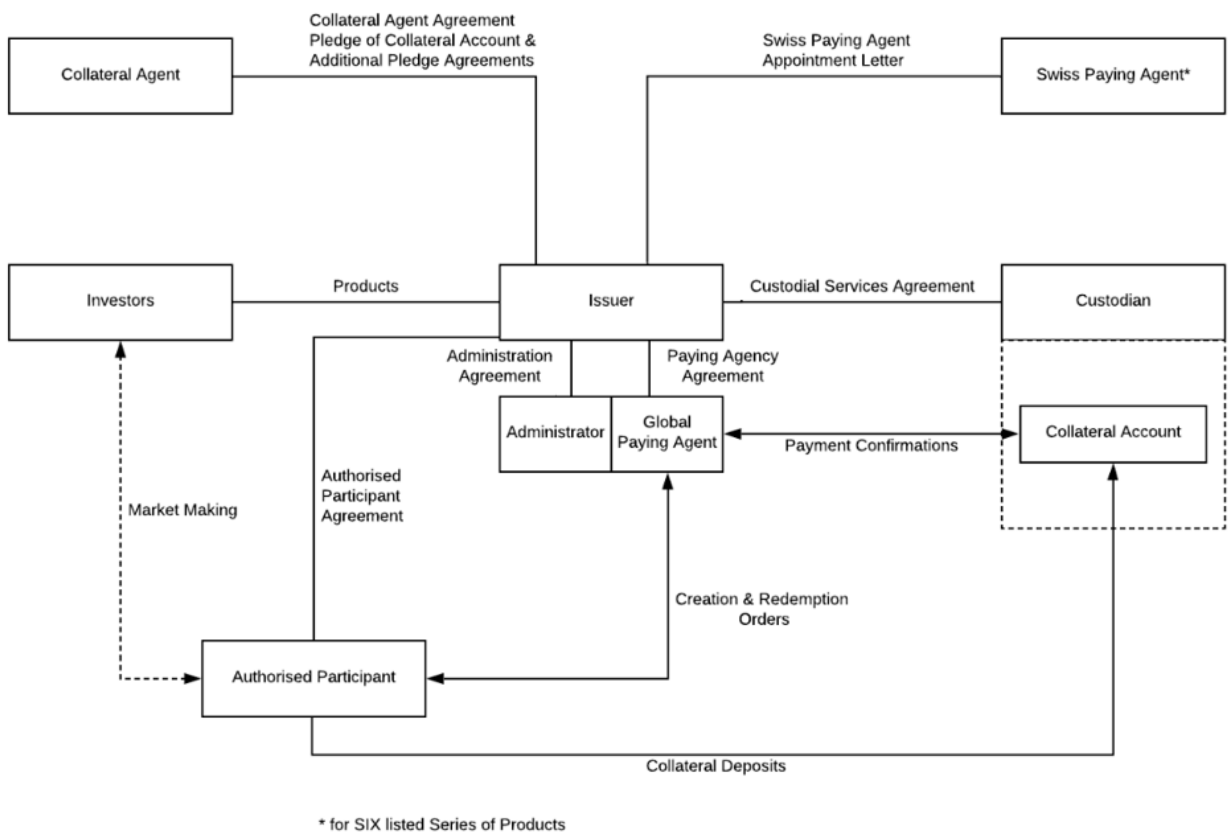
(xxxi)	Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made	[Not Applicable] / [*give details*]
(xxxii)	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer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

ANNEX – ISSUE SPECIFIC SUMMARY

[*Issue specific summary of the Products as per Article 7 of the Prospectus Regulation to be inserted if Products are to be publicly offered or admitted to trading on a regulated market in a Member State of the EEA*]

SUMMARY OF THE PARTIES AND THE STRUCTURE

Structure of the Programme



Principal Parties

A description of the functions of the principal parties in the structure set out above appears below:

- ***Authorised Participant***: Only an Authorised Participant may initiate the creation or redemption of Products directly from the Issuer, other than in the limited circumstances otherwise described herein. Authorised Participants will transfer funds directly to the relevant Custodian(s). These trades will then internally settle on an in-kind basis, cash basis or otherwise, as described in "*The Authorised Participant's Role—Settlement Process*".

- ***Custodian***: The Issuer has entered into a custodial services agreement with each of Coinbase Custody Trust Company, LLC, Copper Markets (Switzerland) AG, Zodia Custody Limited, Coinbase Custody International, Ltd., Anchorage Digital Bank N.A. and BitGo Bank and Trust, NA., who manage and store underlying Crypto Assets. In respect of the Commodity Assets the Issuer has entered into the Allocated Account Agreement and the Unallocated Account Agreement, pursuant to which JPMorgan Chase Bank N.A. acts as custodian of the Commodity Assets. In respect of Equity Assets the Issuer has entered into the Cash Custody Agreement and the Securities Custody Agreement.

- ***Authorised Exchange***: Products will generally be backed by corresponding Crypto Assets, or, where applicable, Commodity Assets (please refer to "Collateral & Summary of Security Arrangements". These assets will be purchased via an Authorised Exchange. The relevant Custodian(s) will transact directly with these exchanges without the involvement of the Issuer.

- **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 5.3, the determination of the Crypto Asset Collateral, Equity Asset Collateral, and, where applicable, Commodity Asset Collateral required to be delivered. The Final Terms for each Trance of Products will specify the details of the relevant Administrator and Product Calculation Agent.

- ***Collateral Agent:*** The Issuer has entered into a Collateral Agent Agreement with the Collateral Agent, which 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. See "*—Principal Transaction Documents—Collateral Agent Agreement*" and "*Collateral & Summary of Security Arrangements*".

- ***Paying Agents***: The Issuer has entered into a Paying Agency Agreement with the Global Paying Agent. The Global Paying Agent (and any other paying agent appointed in respect to a particular Series of Products) will be responsible for making payments in accordance with the General Terms and Conditions of the Products. Details of the Swiss Paying Agent and any other additional paying agent appointed in respect of a particular Series of Products shall be set out in the relevant Final Terms.

- ***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).

- ***Index Calculation Agent***: The role of the calculation agent includes, *inter alia*, the calculation of the value of the index and publishing this information in accordance with Swiss and EU requirements. The Index Calculation Agent will be specified in the relevant Final Terms.

Each of the Authorised Participants, the relevant Custodian(s), the Administrator, the Collateral Agent and the Global Paying Agent and third parties are not related to the issuer. The Index Calculation Agent acting in respect of any 21Shares MVIS Index and any Index Calculation Agent acting in respect of another applicable Index that serves as an Underlying of any Product, is also a third party that is not related to the Issuer.

Principal Transaction Documents

The following are summaries of certain provisions of the principal agreements entered into by the Issuer in relation to the Programme, which are qualified in their entirety by reference to the detailed provisions of each such agreement. The following summaries do not purport to be complete, and prospective Investors must refer to each programme agreement for detailed information regarding such agreement.

Capitalised terms used in the summaries below but not defined therein shall have the meanings given to such terms in the General Terms and Conditions.

Authorised Participant Agreements

The Issuer entered into an Authorised Participant Agreement with each of the Authorised Participants. These Authorised Participant Agreements set out the terms on which the Authorised Participants act as Authorised Participants in relation to each Series of Products issued by the Issuer under the Programme. The Issuer will enter into Authorised Participant Agreements with any other Authorised Participant on substantially the same terms.

The Authorised Participant Agreements provide that the Issuer has permitted the Authorised Participant to create and redeem the Products in accordance with the creation and redemption procedure set out in the Authorised Participant Agreement.

The Authorised Participant Agreements set out the conditions for appointment of the Authorised Participant and termination of the agreement (by either party to the agreement): (i) after giving two (2) months' prior written notice; or (ii) with immediate effect upon the occurrence of any of the following events:

a) if the other party is in material breach of any of its obligations and has failed to remedy such breach without undue delay following of receipt of a notification specifying such breach and requiring its remedy;

b) in the event that any representations are or become incorrect in any material respect;

c) in the event of insolvency, bankruptcy, liquidation or analogous events or the commencement of any proceedings related to the same;

d) if it has reasonable grounds to believe that the other party will not be able to perform its obligations thereunder in any material respect, and the other party has not provided the first party with reasonable assurance in writing that it will perform its obligations without undue delay following of notice by the first party,

e) if it is subject to any change or effect that is materially adverse to its business, financial condition, assets, properties, operations or results of operations of it together with its subsidiaries taken as one enterprise, which change or effect would make it unreasonable for a professional market participant to continue performance.

The Authorised Participant Agreements state that the Issuer and the Authorised Participant are liable to each other only in the case of gross negligence, fraud or wilful misconduct.

The Authorised Participant Agreement entered into with Jane Street, Lang & Schwarz Tradecenter AG is governed by the laws of England and Wales

The Authorised Participant Agreement entered into with Flow Traders B.V. is governed by the laws of The Netherlands.

The Authorised Participant Agreement entered into with Goldenberg Hehmeyer LLP, DRW Europe B.V., Virtu Financial Ireland Limited, Société Générale and Bluefin Europe LLP are governed by the laws of Switzerland

Custody Agreements

Coinbase Custody Trust Company LLC

On or about 15 April 2019, the Issuer entered into a custodial services agreement with Coinbase Custody Trust Company, LLC, which is governed by the laws of the State of New York. This custodial services agreement sets out the principal terms on which Coinbase Custody Trust Company, LLC is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of Coinbase Custody Trust Company, LLC in relation to holding all assets that the Issuer delivers to Coinbase Custody Trust Company, LLC in a separate account set up for the Issuer. The custodial services agreement set out the conditions for appointment of the Custodian and termination of the agreement (by either party to the agreement after giving thirty (30) days' prior written notice to the other party by registered, certified or express mail). The custodial services agreement states that the Custodian indemnifies the Issuer for all costs, expenses, damages, liabilities and losses which arise directly in connection with any fraud, wilful misconduct, bad faith or gross negligence by the Custodian in pursuance of the agreement. Furthermore, the Issuer indemnifies the Custodian for any loss, damage, reasonable cost or expense, liability or claim of any third party arising directly or indirectly (a) from any action or inaction by the Custodian at the request of the Issuer and (b) from the performance of the Custodian of its obligations under the agreement.

Copper Markets (Switzerland) AG

On or about 27 June 2022, the Issuer entered into a custodial services agreement with Copper Markets (Switzerland) AG. This custodial services agreement sets out the principal terms on which Copper Markets (Switzerland) AG is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of Copper Markets (Switzerland) AG in relation to holding all assets that the Issuer delivers to Copper Markets (Switzerland) AG in a separate account set up for the Issuer. The custodial services agreement set out the conditions for appointment of the Custodian and termination of the agreement.

JPMorgan Chase Bank, N.A.

On or about 31 March 2022, the Issuer entered into an Allocated Precious Metals Accounts Agreement and into an Unallocated Precious Metals Accounts Agreement (*'The Agreements*') with JPMorgan Chase Bank, N.A.. These Agreements set out the principal terms on which JPMorgan Chase Bank, N.A. is appointed to act as a Custodian for the custody of Commodity Assets.

Bank Frick AG

On or about 23 December 2019, the Issuer entered into a custodial service agreement with Bank Frick AG. This custodial services agreement sets out the principal terms on which Bank Frick AG is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of Bank Frick AG in relation to holding all assets that the Issuer delivers to Bank Frick AG in a separate account set up for the Issuer. The custodial services agreement set out the conditions for appointment of the Custodian and termination of the agreement.

Zodia Custody Limited

On or about 19 September 2023, the Issuer entered into a digital assets custody agreement with Zodia Custody Limited. This custodial services agreement will set out the principal terms on which Zodia Custody Limited is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of Zodia Custody Limited in relation to holding all assets that the Issuer delivers to Zodia Custody Limited in a separate account set up for the Issuer. The custodial services agreement set out the conditions for appointment of the Custodian and termination of the agreement.

Coinbase Custody International, Ltd.

On or about 7 February 2024, the Issuer entered into a prime broker custody agreement with Coinbase Custody International, Ltd. This custodial services agreement will set out the principal terms on which

Coinbase Custody International, Ltd. is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of Coinbase Custody International, Ltd. in relation to holding all assets that the Issuer delivers to Coinbase Custody International, Ltd. in a separate account set up for the Issuer. The custodial services agreement set out the conditions for appointment of the Custodian and termination of the agreement.

Anchorage Digital Bank N.A.

On 21 October 2024 the Issuer entered into a Master Custody Service Agreement with Anchorage Digital Bank N.A. This master custodial services agreement, governed by the laws of South Dakota, set out the principal terms on which Anchorage Digital Bank N.A. is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of Anchorage Digital Bank N.A. in relation to holding all assets that the Issuer delivers to Anchorage Digital Bank N.A. in a separate account set up for the Issuer. The custodial services agreement set out the conditions for appointment of the Custodian and termination of the agreement.

BitGo Bank and Trust, NA.

On 21 October 2024 the Issuer entered into a BitGo Custodial Services Agreement with BitGo Bank and Trust, NA.. This custodial services agreement, governed by the laws of South Dakota, set out the principal terms on which bitGo Trust Company Inc. is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of BitGo Bank and Trust, NA. in relation to holding all assets that the Issuer delivers to BitGo Bank and Trust, NA. in a separate account set up for the Issuer. The custodial services agreement set out the conditions for appointment of the Custodian and termination of the agreement.

Collateral Agent Agreement

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, 16 September 2019, 8 January 2020, 23 July 2020, 06 January 2021 and 31 March 2022 and is expected to be amended and restated on or around the date of this Base Prospectus. 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.

Pursuant to the terms of the Collateral Agent Agreement:

(a) the Issuer appoints the Collateral Agent to act on behalf of the Investors in accordance with the duties and obligations set out in the Collateral Agent Agreement, which shall include, but are not limited to, enforcing the rights of the Investors in the Products following the occurrence of an Event of Default or an Insolvency Event;

(b) as set out in the General Terms and Conditions of the Products, on the occurrence of an Event of Default or Insolvency Event, the Collateral Agent shall: (i) in the case of an Event of Default, if so instructed by Investors representing not less than 25% of the Products in the relevant series in writing; or (ii) in the case of an Insolvency Event, if so instructed by any Investor in writing, serve an Enforcement Notice on the Issuer;

(c) in accordance with the General Terms and Conditions of the Products, upon instruction by the Required Threshold of Investors following the occurrence of an Insolvency Event, the Collateral

Agent shall, having first been indemnified and/or secured and/or prefunded to its satisfaction (subject as otherwise provided in the Collateral Agent Agreement), contact the Swiss bankruptcy official or administrator (the **Swiss Bankruptcy Official**); such Swiss Bankruptcy Official may then decide to either: (a) in accordance with applicable Swiss law, take such action, step or proceeding as necessary to enforce the rights under any of the Transaction Documents; or (b) instruct the Collateral Agent to institute such proceedings and/or take such action, step or proceeding as instructed to enforce the rights under any of the Transaction Documents;

(d) subject to the other provisions of the Collateral Agent Agreement, the Collateral Agent may institute such proceedings and/or take such action, step or proceeding as instructed to enforce the rights under any of the Transaction Documents;

(e) the Issuer has to indemnify the Collateral Agent from and against all costs and expenses, damages, liabilities and losses which the Collateral Agent may suffer in connection with the Collateral Agent Agreement or any Transaction Document, provided that such costs and expenses, damages, liabilities and losses do not arise out of the Collateral Agent's fraud, gross negligence or wilful default.

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

Pledge of Collateral

Pursuant to the following agreements, the Issuer has pledged all of its current, future rights, claims, benefits and interests in the Collateral and against each relevant Custodian to the Collateral Agent for the benefit of the Investors:

(vii) the Pledge of Collateral Account Agreement governed by the laws of New York dated on or about 15 April 2019 between, the Issuer, as pledgor, and the Collateral Agent, as collateral agent, in respect of the Collateral, as may be amended and/or supplemented and/or restated from time-to-time.

(viii) the Security Agreement, dated on or about 31 March 2022 and governed by the laws of England, entered into between the Issuer and the Collateral Agent with respect to the accounts established under the Allocated Precious Metals Accounts Agreement and the Unallocated Precious Metals Accounts Agreement, respectively;

(ix) the Security agreement governed by the laws of England and Wales, dated 27 June 2022 between, the Issuer, as assignor, and the Collateral Agent, as collateral agent, in respect of the Collateral, as may be amended and/or supplemented and/or restated from time-to-time; and

(x) any other Pledge of collateral account agreement specified in the applicable Final Terms, as applicable.

Account Control Agreement

For the purpose of perfecting the security interests it has granted to the Collateral Agent for the benefit of investors in respect of the secured accounts and secured property the Issuer has entered into the following Account Control Agreements:

On or about 15 April 2019, the Issuer entered into an ACA with Coinbase Custody Trust Company, LLC and the Collateral Agent, which is governed by the laws of the State of New York. The ACA with Coinbase Custody Trust Company, LLC was entered into pursuant to the terms of the relevant pledge of collateral account agreement for the purpose of perfecting the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the secured accounts and secured property.

On or about 31 March 2022, the Issuer entered into an ACA with JPMorgan Chase Bank N.A., and the Collateral Agent, which is governed by the laws of England. The ACA with JPMorgan Chase Bank N.A. was entered pursuant to the terms of the relevant security agreement of collateral account agreement for the purpose of perfecting the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the secured accounts and secured property.

On or about 27 June 2022, the Issuer entered into an ACA with Copper Markets (Switzerland) AG and the Collateral Agent, which is governed by the laws of England. The ACA with Copper Markets (Switzerland) AG was entered into pursuant to the terms of the relevant security agreement for the purpose of perfecting the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the secured accounts and secured property.

On 27 October 2023, the Issuer entered into an ACA with Zodia Custody Limited and the Collateral Agent. The ACA with Zodia Custody Limited was entered into pursuant to the terms of the relevant security agreement for the purpose of perfecting the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the secured accounts and secured property.

On 14 February 2024, the Issuer entered into an ACA with Coinbase Custody International, Ltd. and the Collateral Agent. The ACA with Coinbase Custody International, Ltd. was entered into pursuant to the terms of the relevant security agreement for the purpose of perfecting the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the secured accounts and secured property.

On 21 October 2024, the Issuer entered into an ACA with Anchorage Digital Bank N.A. and the Collateral Agent, which is governed by the laws of New York. The ACA with Anchorage Digital Bank N.A. was entered into pursuant to the terms of the relevant security agreement for the purpose of perfecting the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the secured accounts and secured property.

On 21 October 2024, the Issuer entered into an ACA with BitGo Bank and Trust, NA. and the Collateral Agent, which is governed by the laws of New York. The ACA with BitGo Bank and Trust, NA. was entered into pursuant to the terms of the relevant security agreement for the purpose of perfecting the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the secured accounts and secured property.

For Products with Equity Assets and or fiat currencies as Underlying, please refer to the relevant Final Terms for the respective agreements.

Administration Agreement

As at 28 August 2023, the Issuer has entered into the Administration Agreement with the Administrator. The Administration Agreement sets out the terms on which each Administrator will act in relation to the Products issued under the Programme. Pursuant to the Administration Agreement, the Administrator agrees to provide certain services, including:

- Daily Reconciliation of Trades, Positions & Cash Balances.

- Daily Reconciliation of Trades, Positions & Cash Balances in Local currencies on T+0 basis.

- Run full portfolio & Fund accounting on daily basis.

The Issuer has agreed to indemnify and hold the Administrator harmless against any liability, actions, proceedings, claims, demands, costs or expenses (including but without limitation any reasonable attorneys' fees) whatsoever, which the Administrator may incur or be subject to, in its capacity as providing the services provided under the Administration Agreement, provided, however, that such indemnity shall not apply to any liability or expense occasioned by or resulting from the 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 NAV Consulting, Inc is governed by the laws of the State of Illinois.

Second Amended and Restated Master Intercompany Services and Financial Transaction Agreement

On 25 April 2025, the Issuer entered into a Second Amended and Restated Master Intercompany Services and Financial Transaction Agreement with all 21Shares group affiliated entities, including Jura Pentium Servicing Entity, pursuant to which, *inter alia*, the Issuer appoints the Jura Pentium Servicing Entity to be the servicer, in its name and on its behalf, and the Jura Pentium Servicing Entity agrees to provide or procure the provision of services (the **Services**) required by the Issuer in connection with its establishment of the Programme and the issuance, marketing, creation and redemption of Products thereunder, as well as the performance of its obligations under the Transaction Documents and any other such services as the Issuer and the Jura Pentium Servicing Entity may agree from time-to-time. In consideration for the Jura Pentium Servicing Entity's provision of the Services, the agreement provides that the Issuer shall pay to the Jura Pentium Servicing Entity a service fee. The Second Amended and Restated Master Intercompany Services and Financial Transaction Agreement is governed by the laws of Switzerland.

Paying Agency Agreement

On 31 October 2018, the Issuer entered into a Paying Agency Agreement with the Global Paying Agent. The Paying Agency Agreement sets out the terms on which Bank Frick AG will act as Global Paying Agent in relation to the Products issued under the Programme.

Pursuant to the Paying Agency Agreement:

(a) the Global Paying Agent will represent the Issuer with regard to payments made under or in connection with the Products through SIS in accordance with the General Terms and Conditions;

(b) the Global Paying Agent is responsible for: (i) the creation of the Products in SIS as intermediated securities; (ii) the delivery of Products to the respective Authorised Participants by way of a "delivery free of payment" method; (iii) disbursing fiat currency to Investors in the event of a redemption of the Products as set out in the General Terms and Conditions; (iv) cancellation of intermediated securities in the main register in case of redemptions; and (v) holding the cash balance in the period between the liquidation or sale, respectively, of the Underlying and the return of the cash to Investors;

(c) on a Redemption Date, the Global Paying Agent shall, subject to: (i) transfer of the relevant Products terminated and to be redeemed and (ii) receipt of payment of the related taxes and duties, if any, initiate the redemption process by way of delivery versus payment procedure via SIS;

(d) both the Issuer and the Global Paying Agent reserve the right at any time with three months prior notice to terminate the mandate of the Global Paying Agent and to appoint another paying agent, provided that (i) if Products are outstanding, the Issuer will maintain a paying agent and (ii) as long as Products are listed on SIX Swiss Exchange, the Issuer will maintain a Swiss Paying Agent for listing purposes only;

(e) the Issuer may appoint additional paying agents in relation to a Series of Products if required by the rules of any Authorised Exchange on which Products are listed or admitted to trading;

(f) any determinations, decisions and calculations by the Agent shall, save in the case of manifest error or wilful misconduct, be final and binding on the Issuer and the Investors; and

(g) the Issuer shall pay to the Global Paying Agent a service fee.

The Paying Agency Agreement is governed by the laws of Switzerland.

Calculation Agency Agreement

The Issuer has entered or will enter, as the case may be, into a calculation agency agreement with the Product Calculation Agent in relation to a Series of Products. The Product Calculation Agent for a Series of Products will be specified in the relevant Final Terms.

Summary of Product Issuance Process

The issue and redemption mechanism is intended to ensure that Products have sufficient liquidity and that the price at which they trade on the SIX Swiss Exchange or other relevant trading venues track the relevant Underlyings. Other than in the circumstances otherwise described herein, only an Authorised Participant may apply for or redeem the Products. All other persons must buy and sell Products through trading on the SIX Swiss Exchange or other relevant trading venue on which the Products are admitted to trading.

When the relevant Crypto Asset, Equity Asset or, where applicable, Commodity Asset, serving as the Underlying or Underlying Component are used as Collateral, the practical steps involved in the issuance of Products are under the Programme as follows:

1. An Authorised Participant submits a creation order to the Issuer on the order taking platform (T).

2. The Authorised Participant buys a Crypto Asset, Equity Asset or, where applicable, a Commodity Asset on an Authorised Exchange (or uses its existing stock of Crypto Assets, Equity Assets or where applicable, Commodity Assets) and transfers the Crypto Asset, Equity Asset or, where applicable, the Commodity Asset in kind or delivers cash or stablecoins (e.g. USDC) at its discretion, as applicable, to the Collateral Account with the relevant Custodian(s) specified for the respective Series of Products (T+1 Business Day or as the case may be T+0 Business Day)

3. The Global Paying Agent issues respective units of Products to the Authorised Participant via entry in the Issuer's book of uncertificated securities (*Wertrechtebuch*) on the Issuer's behalf (T+1 Business Day or as the case may be T+0 Business Day).

4. The Global Paying Agent (i) registers new units of Products in the main register of SIX SIS AG and (ii) credits these to the Authorised Participant's account with SIX SIS (creation of new Products as intermediated securities (*Bucheffekten*)) via delivery free of payment (**FOP**) transfer instructions (T+1 Business Day or as the case may be T+0 Business Day).

5. SIX SIS clears the trade (T+1 Business Day or as the case may be T+0 Business Day).

Redemption Process

There are two types of redemption: Investor and Issuer redemption, on the one hand, and Authorised Participant redemption, on the other hand, which follow different mechanisms.

Investor and Issuer Redemption

1. Investor and Issuer redemption is triggered by any of the following events:

   a. The Issuer terminates a Series of Products (in whole but not in part) – this is possible at any time, at the Issuer's sole discretion and without any further prior consent of the Investors – by publishing a Termination Notice (specifying the Redemption Date) in accordance with the General Terms and Conditions.

   b. An Investor (via the financial intermediary maintaining the Investor's relevant securities account on the investor's behalf) gives notice of exercise of his/her Redemption Order (not less than 30 nor more than 60 days' written notice) for redemption of the relevant Products held by him/her on the Investor Put Date specified in the relevant Final Terms.

   c. Illegality, illiquidity, impossibility or increased cost of collateralisation with respect to the Products or any Underlyings occurs and the Issuer terminates the respective Products by giving notice of such redemption.

   d. A tax event occurs, i.e. any present or future taxes, duties or governmental charges are imposed by any jurisdiction in which the Issuer is or becomes subject to tax as a result of any change in laws or regulations of the relevant jurisdiction, and the Issuer notifies the Investors of such redemption.

2. In such an event, the Issuer/Investor's custodian bank informs the Investor's custodian bank/the Global Paying Agent of redemption.

3. On the redemption date, the Issuer liquidates the relevant Crypto Asset Collateral, Equity Asset Collateral and, where applicable, the relevant Commodity Asset Collateral.

4. The Global Paying Agent cancels the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtebuch*).

5. The Global Paying Agent (i) de-registers relevant Products in the main register of SIX SIS and (ii) debits the direct participant's account accordingly.

6. SIX SIS forwards the relevant Redemption Amount to the direct participants for distribution to the Investor against debit of Products in the Investor's securities account in a delivery versus payment transaction.

7. The Investor receives the relevant Redemption Amount (representing the proceeds from the sale of the relevant Crypto Asset Collateral, Equity Asset Collateral or, where applicable, the relevant Commodity Asset Collateral, net of applicable fees and accounting for any tracking error) against debit of Products in his/her securities account.

Authorised Participant Redemption

1. Authorised Participant redemption is triggered by an Authorised Participant requesting redemption from the Issuer in accordance with Condition 5.3 (*Redemption by an Authorised Participant*) or each set of General Terms and Conditions. The ability to request the Issuer to redeem is only available to designated Authorised Participants who have entered into an Authorised Participant Agreement with the Issuer.

2. The Authorised Participant shall submit a Form of Order Request on the order-taking platform.

3. The Issuer and Administrator shall verify the order to ensure that it complies with the General Terms and Conditions, the relevant Final Terms and the relevant Authorised Participant Agreement and, if so, shall send an order confirmation (T+1 Business Day or as the case may be T+0 Business Day).

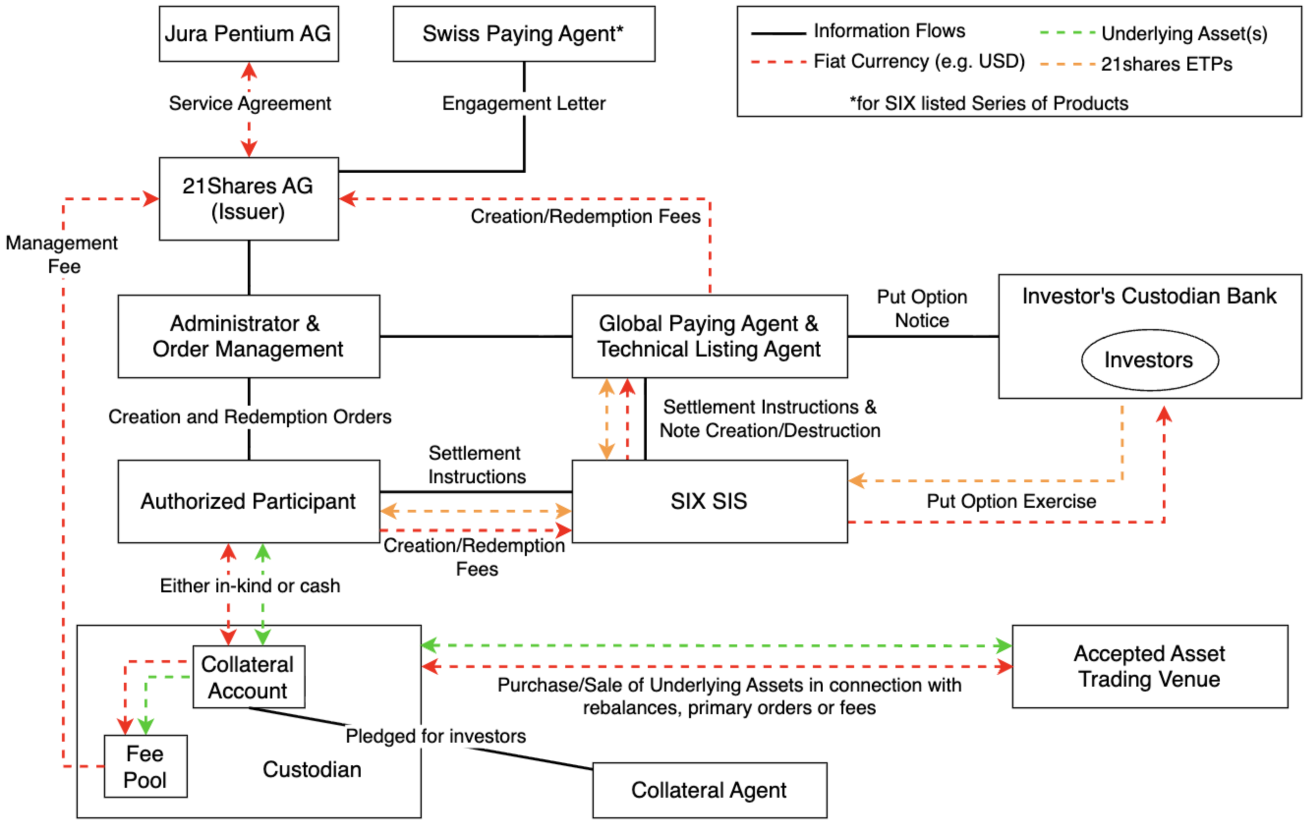
4. The Global Paying Agent shall (i) de-register the relevant Products in the Main Register and (ii) debit the direct participant's account accordingly via FOP transfer instructions (T+1 Business Day or as the case may be T+0 Business Day).

5. The Global Paying Agent shall cancel the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtebuch*) (T+1 Business Day or as the case may be T+0 Business Day).

6. The relevant Custodian(s) shall transfer the relevant Crypto Asset Collateral, Equity Asset Collateral, and, where applicable, the relevant Commodity Asset Collateral or cash to the Authorised Participant's Wallet or Account on the relevant AP Redemption Date (T+1 Business Day or as the case may be T+0 Business Day).

Flow of Funds

The following table sets out the flow of funds for each creation and redemption of Products under the Programme:



The flow of funds reflects the structure from a practical perspective. The Products will be collateralised (please refer to "Collateral & Summary of Security Arrangements"). Unless explicitly indicated otherwise, the initial collateralisation is only done by using the relevant Underlying or Underlying Components. From a practical perspective the Issuer will use the proceeds from the issuance to purchase the relevant Crypto Assets (if no other type of collateral is used) and to deposit and grant security interests over such assets. However, in order to further reduce the risks in the structure the Authorised Participants do not pay out the funds to the Issuer such that the Issuer would purchase the relevant Crypto Assets and then deposit and grant security interests over such assets. In practice the Authorised Participants will, acting at the Issuer's directions, purchase the relevant Crypto Assets and deliver such assets to the relevant Custodian(s) where such assets will form part of the security arrangements created over the account structure. The intention is to minimise the risk that any Collateral is in the possession of the Issuer if the Issuer would become insolvent at such time. When and to the extent fees have accrued to the benefit of the Issuer under the terms of the relevant Product, the corresponding amount of Crypto Assets will be released from the security arrangements and delivered to the Issuer. The collateral and security arrangements are described in further detail in the following section.

COLLATERAL & SUMMARY OF SECURITY ARRANGEMENTS

a. Collateralisation Method

Each Product issued under the Programme shall be collateralised through the purchase of a pool of Crypto Asset Collateral, Equity Assets, or where applicable, Commodity Asset Collateral on a 1:1 basis, or by other eligible assets. Any such assets will be held on behalf of the Issuer by the relevant Custodian(s) in accordance with the Custodial Services Agreement. The relevant Custodian is responsible for creating and maintaining wallet addresses and/or account information and all safety and security measures associated with the wallet, as applicable. See "Summary of the Parties and the Structure – Principal Transaction Documents – Custodial Services Agreement".

The Issuer has no obligation to choose a specific collateral. However, the collateralisation must be in accordance with the applicable exchange regulations. For example, Art 14 of Additional Rules Exchange Traded Products of SIX Swiss Exchange. In accordance with these rules, ETPs must be collateralised as follows:

1. by presenting the underlying instrument for deposit either physically or in the form of a futures contract; or

2. by means of liquid equities, participation certificates, profit-sharing certificates, collective investment schemes, bonds or commodities that are listed or admitted to trading on SIX Swiss Exchange or a foreign exchange with equivalent regulation; or

3. by means of cash balances or precious metals.

Such collateral is referred to as "eligible collateral". The collateral must cover at least the outstanding amount of the ETP. The assets that serve as collateral will be held in safekeeping by a third party that is independent of the issuer but appointed by it. The Issuer is not obliged to purchase the Underlying or the Underlying Component. Unless specified otherwise, the Issuer collateralises the Products within the meaning of no. 1 above.

The Issuer may not enter into any lending transactions regarding the Collateral, or part thereof, in relation to any Products under the Programme.

The custody for Crypto Assets Collateral is provided by either Coinbase Custody Trust Company, LLC, Copper Markets (Switzerland) AG, Zodia Custody Limited, Coinbase Custody International, Ltd., Anchorage Digital Bank N.A., Bank Frick AG, BitGo Bank and Trust, NA. or qualified custodians located in the United States or Switzerland, as applicable.

The custody for any Commodity Asset used as collateral is provided by JPMorgan Chase Bank, N.A., or qualified custodians located in the United States.

The custody for any legal tender used as collateral is provided by Bank Frick AG, or qualified custodians located in the United States or Switzerland.

The custody for any Equity Asset or cash used as collateral is provided by Back Frick AG.

The Issuer, the Collateral Agent and the relevant 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 or other eligible 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".

The Issuer may, at its discretion, use custodians in multiple jurisdictions, provided that such custodians are notified to Investors in accordance with Condition 16 (*Notices*). It may also, at its sole discretion and upon notification to the Investors and publication of such notice on any securities exchanges or trading venues on which the Products are listed, alter the custody arrangements for the Crypto Assets and, where applicable, the Commodity Assets, including the jurisdiction of the custody. As at the date of this Base Prospectus, custody services are provided in the United States.

Notwithstanding the collateral arrangements described herein, certain Crypto Assets can be used for staking, a consensus algorithm used by some blockchains to validate agreements. Unless, and where applicable only to the extent, the Issuer has agreed to share any net earned staking rewards pursuant to the above, no such earned staking rewards will be shared with Investors in any manner. Any shared staking rewards will be credited to the Collateral of the respective Product on a net basis.

The collateral securing the Products will be held in a securities account. A "securities account" is an account maintained by a "securities intermediary", such as a bank, a securities broker or other custodian, in which it holds securities or other financial assets (which can include Crypto Assets and, where applicable, the Commodity Assets) for the benefit of a customer. When held in this way, the securities intermediary is technically the direct owner of the financial assets, and the customer holds a "security entitlement" against the securities intermediary with respect to the financial assets, giving the customer (the **entitlement holder**), here the Issuer, all the rights of beneficial ownership (such as rights to direct the disposition of the assets and receive any dividends). The customer, as a borrower or debtor, can pledge its security entitlement (i.e., its interest in the financial assets held in the securities account) to a third party lender, as collateral, as discussed below.

Gaining a protected security interest in collateral generally involves two steps – "attachment" and "perfection". Attachment refers to the creation of the security interest in the specified collateral, and gives rights to the secured party against the debtor; while perfection gives rights to the secured party against other creditors asserting rights in the same collateral. A security interest "attaches" when created or granted pursuant to a security agreement. Perfection of the security interest occurs by a variety of methods depending on the type of collateral involved (such as taking possession of the collateral or filing a Uniform Commercial Code (**UCC**) financing statement).

In the case of financial assets held by a securities intermediary in a securities account on behalf of the debtor, perfection is achieved under the UCC by acquiring "control" over the debtor's security entitlement in those assets. This is accomplished through a securities account control agreement, which is a tri-party agreement among (1) a customer/debtor (e.g., a borrower, guarantor or other loan party pledging financial assets as collateral – the Issuer), (2) the secured party (secured lender, the Collateral Agent acting on behalf of the Investors) and (3) the securities intermediary maintaining the relevant financial assets in a securities account maintained on behalf of, and in the name of, the debtor (depository bank – the relevant Custodian). Under the control agreement, the parties agree that the securities intermediary will comply with any instructions issued by the secured party with respect to the disposition of the financial assets in the securities account without the need for further consent from the debtor. Once that agreement is in place, the secured party is deemed to have "control" over the securities account, and its security interest is therefore "perfected." In addition to perfecting a security interest, the control agreement enables the secured party, when exercising remedies, to direct the disposition of the assets in the account as well as to prevent the debtor from giving instructions with respect to the financial assets without the secured party's consent. The secured party and the debtor can agree in the relevant documentation as to when the secured party is permitted to issue such instructions.

The custody for the Collateral is provided by either Coinbase Custody Trust Company, LLC, Copper Markets (Switzerland) AG, Bank Frick AG, Zodia Custody Limited, Coinbase International, Ltd.,, Anchorage Digital Bank N.A., BitGo Bank and Trust, NA., or JPMorgan Chase Bank, N.A., qualified custodians located in the United States or Switzerland, as applicable.

The Issuer, the Collateral Agent and the relevant 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*".

Coinbase Custody Trust Company, LLC (USA)

The information in this section (Coinbase Custody Trust Company, LLC (USA)) consists only of information provided to the Issuer by Coinbase Custody Trust Company, LLC. 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 Coinbase Custody Trust Company, LLC, no facts have been omitted which would render such reproduced information inaccurate or misleading.

Founded in 2018, Coinbase Custody Trust Company, LLC is a fiduciary under § 100 of the New York Banking Law and a qualified custodian licensed to custody clients' Crypto Assets in trust on clients' behalf. *As of August 9th, 2022, the company served over 1600 clients and has over U.S. $43 billion in assets under custody*. Coinbase Custody Trust Company, LLC's corporate office is located in New York, New York, USA. The purpose of the company is to offer qualified custody services and pursuant to Article 9 of the company's articles of organization, the company is to exercise the powers conferred by § 100 of the New York Banking Law and the company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of the fiduciary powers specified in § Section 100 of the New York Banking Law.

Coinbase Custody Trust Company, LLC provides insured safekeeping of digital assets using a multi-layer, multi-party cold storage security platform designed to provide offline security of the digital assets held by Coinbase Custody Trust Company, LLC. Coinbase Custody Trust Company, LLC has insurance coverage as a subsidiary under its parent company, Coinbase Global, Inc., which procures fidelity (aka crime) insurance to protect the organisation from risks such as theft of funds. Specifically, the fidelity program provides coverage for the theft of funds held in hot or cold storage. The insurance program is provided by a syndicate of industry-leading insurers that are highly rated by AM Best.

Coinbase Custody Trust Company, LLC aims to reduce risks commonly seen in third-party security software solutions through security protocols and combines audited policies and procedures and best-in-class technology into an insurable safekeeping solution through a regulated financial institution. Each Underlying Component will require its own wallet address on the associated blockchain. Accordingly, the Collateral for the products may be held across multiple wallets. For example, an Underlying with five components will be held across a minimum of five separate wallets, each of which will feature the following safety and security measures to be implemented by the Custodian:

- **Cold Storage**: Cold storage in the context of Crypto Assets means keeping the reserve of Crypto Assets offline, which is a widely-used security precaution, especially when dealing with a large amount of Crypto Assets. Crypto Assets held under custodianship with the Custodian will be kept in high-security, offline, multi-layer cold storage vaults. This means that the private keys, the cryptographic component that allows a user to access Crypto Assets, are stored offline on hardware that has never been connected to the internet. Storing the private key offline minimises the risk of the Crypto Assets being stolen.

- **Multiple Private Keys**: All private keys are securely stored using multiple layers of high-quality encryption and in Custodian-owned offline hardware vaults in secure environments. No customers or third parties are given access to the Custodian's private keys. The use of multiple private keys makes retrieving Crypto Assets from the wallet more difficult, and aims to further reduce the risk of hacking, theft and/or robbery.

- **Whitelisting**: Transactions are only sent to vetted, known addresses. The Custodian's platform supports pre-approval and test transactions.

- **Audit Trails**: Audit trails exist for all movement of Products within Custodian-controlled Crypto Asset wallets, and are audited annually for accuracy and completeness by an independent external audit firm.

In addition to the above measures, in accordance with the Custodial Services Agreement, Crypto Assets held in custody with the Custodian will be segregated from both the proprietary property of the Custodian and the assets of any other customer.

Copper Markets (Switzerland) AG

The information in this section (Copper Markets (Switzerland) AG) consists only of information provided to the Issuer by Copper Markets (Switzerland) AG. Copper Markets (Switzerland) AG will act as an additional Custodian with respect to Products of the Issuer. 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 Copper Markets (Switzerland) AG, no facts have been omitted which would render such reproduced information inaccurate or misleading.

Copper Markets (Switzerland) AG is a Swiss corporation registered in the commercial register of the Canton of Zug, Switzerland, with registration number CHE-477.629.838, incorporated on March 9, 2022, with unlimited duration and having its seat and head office address at Gotthardstrasse 26, 6300, Zug, Switzerland.

Copper Markets (Switzerland) AG is registered with Verein zur Qualitätssicherung von Finanzdienstleistungen (VQF) a Self-Regulatory Organisation (SRO) officially recognised by the SwissFinancial Market Supervisory Authority FINMA, the VQF supervises its members with regard to the combating of money laundering and the prevention of the financing of terrorism.

"Copper" and "Copper.co" are trading names of Copper Markets (Switzerland) AG. Copper Markets (Switzerland) AG is 100% subsidiary of Copper Technologies (UK) Limited a limited liability company registered in England with company registration number 11148681, incorporated at Companies House on 15 January 2018, with its registered and head office address at 3rd Floor, 64 North Row, London W1K 7DA, United Kingdom.

Copper Markets (Switzerland) AG provides custodial, exchange and settlement services for digital assets to institutional and high-net worth clients. Copper Markets (Switzerland) AG supports the custody of digital assets across cold, hot, warm and proxy wallets.

The safeguarding and custody of digital assets is the core and flagship element of the business of Copper Markets (Switzerland) AG which it provides through its proprietary and secure digital asset custody infrastructure. Copper Markets (Switzerland) AG uses its unique multi-party computation technology to securely generate key shards simultaneously but in isolation in a secure environment. Key shards may then be kept on or offline to ensure ultimate security and control of digital assets, with key shards combining to co-sign transactions remotely, removing the risk of private key exposure.

The parent company of Copper Markets (Switzerland) AG, Copper Technologies (UK) Limited, has ISO 27001 accreditation and is registered with the US Department of the Treasury's Financial Crimes Enforcement Network (FinCEN) as a Money Services Business. Copper Technologies (UK) Limited has an Aon brokered crime insurance policy and has the Cyber Essentials Plus certification, a UK Government-backed scheme to help organisations protect against cyber attacks. Copper Markets (Switzerland) AG will have the benefit of the insurance policy written to Copper Technologies (UK) Limited. Any digital assets held in custody in vaults by Copper Markets (Switzerland) AG for its clients, including the Issuer, are and will remain segregated from both proprietary assets of Copper Markets (Switzerland) AG and the assets of its other clients.

Any digital assets held in custody in vaults by Copper Markets (Switzerland) AG for its clients, including the Issuer, are and will remain segregated from both proprietary assets of Copper Markets (Switzerland) AG and the assets of its other clients.

Zodia Custody Limited

The information in this section (Zodia Custody Limited) consists only of information provided to the Issuer by Zodia Custody Limited. 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 Zodia Custody Limited, no facts have been omitted which would render such reproduced information inaccurate or misleading.

Zodia Custody Limited (**Zodia**), is a private company limited by shares and registered in England and Wales (Company Number 12418687) and having its principal place of business in London, England. Zodia's registered office address is 5th Floor, Holland House 1-4 Bury Street, London, EC3A 5AW, United Kingdom. Zodia is an indirect subsidiary of Standard Chartered PLC. Minority shareholders in Zodia include SBI and Northern Trust. The core business of Zodia is to act as a custodian wallet provider, and in particular to (i) generate and safeguard private keys, and (ii) safeguard cryptoassets on behalf of its clients which are secured by the private keys. Zodia is custodian wallet provider and is accordingly registered with the United Kingdom Financial Conduct Authority (the "FCA") with Firm Reference Number 928347 under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) (the "MLR") in respect of its activities in cryptoassets. For clarity, Zodia's registration with the FCA as at the date of this Base Prospectus is in respect of obligations under the MLR only. Zodia does not have regulatory authorisation to carry out regulated activity under the United Kingdom Financial Services and Markets Act 2000 (as amended).

Coinbase International, Ltd.

The information in this section (Coinbase International, Ltd.) consists only of information provided to the Issuer by Coinbase International, Ltd. 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 Zodia Custody Limited, no facts have been omitted which would render such reproduced information inaccurate or misleading.

Coinbase Custody International, Ltd. (**CCI**) is a Private Company Limited by Shares (LTD) located at 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland. It received its charter on 25 September 2019. Coinbase Custody International, Ltd. is a subsidiary of Coinbase Global, Inc. CCI provides a suite of custodial wallet services for a vast array of digital assets, allows customers to transfer digital assets, and supports staking for a number of assets on Coinbase's platform. CCI serves clients based in the EU and other non-US jurisdictions. Compliance and regulatory standing are of the utmost importance at Coinbase. CCI is compliant with local EU regulatory requirements, which includes registration as a Virtual Asset Service Provider (VASP) with the Central Bank of Ireland. CCI also maintains an Anti-Money Laundering and

Countering the Financing of Terrorism (AML/CFT) policy that describes the system and controls it has in place to manage AML/CFT and financial sanctions risks.

Anchorage Digital Bank N.A.

The information in this section (Anchorage Digital Bank N.A.) consists only of information published by Anchorage Digital Bank N.A. 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 Anchorage Digital Bank N.A., no facts have been omitted which would render such reproduced information inaccurate or misleading.

Anchorage Digital Bank National Association ("**ADB**") is a chartered National Trust Bank with the Office of the Comptroller of the Currency, and offers custody services for digital assets. The Digital Asset Custodian is subject to OCC oversight and has a proven track record in the industry of providing custodial services for digital asset private keys. The Digital Asset Custodian provides insured safekeeping of digital assets using an HSM based cold storage security platform designed to provide offline security of the digital assets held by the Digital Asset Custodian. The Digital Asset Custodian has insurance coverage as a subsidiary under its parent company, Anchor Labs, Inc., which procures fidelity (e.g., crime) insurance to protect the organization from risks such as theft of funds. The insurance program is provided by a syndicate of industry-leading insurers. Anchorage Digital Bank National Association is required to comply with the Bank Secrecy Act ("**BSA**"), sanctions regulations including those issued by the Office of Foreign Assets Control ("**OFAC**"), the Foreign Corrupt Practices Act ("**FCPA**"), and all other applicable U.S. laws, regulations, and guidance.

BitGo Bank and Trust, NA.

The information in this section (BitGo Bank and Trust, NA.) consists only of information published by BitGo Bank and Trust, NA. 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 BitGo Bank and Trust, NA., no facts have been omitted which would render such reproduced information inaccurate or misleading.

BitGo Trust Company was founded September 14, 2018. BitGo provides secure and scalable solutions for the digital asset economy, offering regulated custody and core infrastructure to investors and builders alike. Founded in 2013 – the early days of crypto – BitGo pioneered the multi-signature wallet and later built TSS to improve upon other companies' MPC offerings. BitGo launched BitGo Trust Company, 6216 S Pinnacle Pl #101m Sioux Falls, SD 57108, United States, in 2018, providing fully regulated, qualified cold storage.

JPMorgan Chase Bank, N.A.

The information in this section (JPMorgan Chase Bank, N.A.) consists only of information published by JPMorgan Chase Bank, N.A. 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 JPMorgan Chase Bank, N.A., no facts have been omitted which would render such reproduced information inaccurate or misleading.

JPMorgan Chase Bank, N.A. is a national banking association organised under U.S. federal law on 13 November 2004. JPMorgan Chase Bank, N.A. is a member of the U.S. Federal Reserve System and its U.S. Federal Reserve Bank Identification Number is 852218. JPMorgan Chase Bank, N.A.'s LEI is 7H6GLXDRUGQFU57RNE97. JPMorgan Chase Bank, N.A. offers a wide range of banking services to its customers both in the United States and internationally, including investment banking, financial services for consumers and small businesses, commercial banking, financial transaction processing and asset management. JPMorgan Chase Bank, N.A. is directly wholly owned by JPMorgan Chase & Co. and its principal bank subsidiary. As such, it will be subject to the risks of the JPMorgan Chase group including regulatory, legal and reputation risks, political and country risks, market and credit risks, liquidity and capital risks and operational, strategic, conduct and people risks, and affected by events which impact the JPMorgan Chase group.

Bank Frick AG

The information in this section (Bank Frick AG) consists only of information published by Bank Frick AG, no facts have been omitted which would render such reproduced information inaccurate or misleading.

Bank Frick AG, a joint stock company, FL-0001.548.501-4, with registered office at Landstrasse 14, 9496 Balzers, Principality of Liechtenstein, was established in 1998 by the Liechtenstein trustee Kuno Frick sen. together with financial investors from Austria. Bank Frick has been family-run since its foundation as a licensed universal bank in 1998 and it adopts an entrepreneurial approach. Today the Bank is entirely owned by the Kuno Frick Family Foundation (KFS). The Bank employs over 190 members of staff at its Balzers office and operates a branch in London, UK. Bank Frick specialises in banking for professional clients and provides a fully integrated offering of classic banking and blockchain banking services. Its clients include fintechs, asset managers, payment service providers, family offices, fund promoters, pension funds and fiduciaries. The Bank's shareholders' equity at the end of 2021 amounted to CHF 97 million and its net profit to CHF 9.8 million.

According to article 3 of the articles of incorporation dated 3 November 2015 of Bank Frick AG, the company was established to conduct "…as a universal bank and Liechtenstein private bank of its business district commercial banking operations of all kinds for its own account and for the account of third-parties in Liechtenstein and abroad".

Determination of an Event of Default and Insolvency Event

The conditions which give rise to an Event of Default and Insolvency Event are set out in Condition 20 (*Events of Default and Insolvency Event)*.

Liquidation will occur, in respect of the realisation of Collateral, following an Event of Default, in accordance with the Collateral Agent Agreement and, generally (in the liquidation of the Issuer), upon the instruction of the Swiss bankruptcy official.

Practical Procedure in the Event of Realisation

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 and, where applicable, Commodity Assets due under those agreements 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 relevant Custodian(s) 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.

Costs in the Event of Realisation

In the event of a realisation, Investors will bear a number of costs, including but not limited to transaction costs with custodians and exchanges, the fees and expenses of the Collateral Agent and other transaction participants, as well as spreads on Crypto Assets, and, where applicable, the Commodity Assets. These costs will be deducted from the amounts received upon the realisation of Collateral and may create a significant loss of value for Investors.

The post-enforcement priority of payments is as follows:

1. firstly, in payment or satisfaction of all amounts then due and unpaid or payable to the Collateral Agent.

2. secondly, in payment or satisfaction *pari passu* and rateably of all amounts then due and unpaid to the Jura Pentium Servicing Entity and the relevant Custodian(s) (as further set out in the Collateral Agent Agreement).

3. thirdly, in or towards payment or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of the relevant Products; and

4. fourthly, in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any queries as to how such payment to the Issuer shall be dealt with between the Issuer and any such person).

Payout following a Market Disruption Event

In the case of a realisation due to a Market Disruption Event, the Investor will not receive the proceeds of the sale until all of the Collateral has been liquidated. Proceeds from the sale (net of the costs of such liquidation, including the Collateral Agent's fees and expenses) will be returned to the Investor on a *pro rata* basis through the appropriate paying agent.

In the case of liquidation due to other types of redemption by the Issuer or the exercise of the Investor's put option, the Investor will receive the Redemption Amount due to them once the sale of all of the Crypto Asset Collateral, and, where applicable Commodity Asset Collateral has been processed and settled and the cash made available to the Issuer for transfer. This process may take upwards of ten days, during which Investors may be exposed to market risk.

No liability for an Extraordinary Event

None of the Issuer, the Collateral Agent or the relevant Custodian(s) is liable for an Extraordinary Event as defined in Condition 17 (*Extraordinary Event)*.

Potentially insufficient funds upon realisation

In the event that the Issuer defaults and the Collateral Agent enforces its rights under the Collateral Agent Agreement and the ACA to take control of the Collateral Account, the realisation of this Collateral may not be of sufficient value to cover all Redemption Amounts payable to Investors because:

(i) the Collateral Account only contains 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, during which time a significant difference between the value of the Collateral in the Collateral Account and the price of the Underlying or Underlying Components could arise, particularly given the volatility of the crypto markets;

(ii) the Collateral in the Collateral Account is not denominated in the Settlement Currency (but rather held in Crypto Assets or other eligible collateral) 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 in the Collateral Account 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 in the Collateral Account.

In addition, under the General Terms and Conditions, the Issuer may utilise depositories, banks or other financial institutions in connection with the custody of the Collateral. In the event that the Issuer defaults and the Collateral Agent enforces its rights to take control of the Collateral Account, this account will be held with a depository 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.

FEES RELATED TO THE PRODUCTS

Investors will be charged a fee in respect of the Products in the amount specified in the relevant Final Terms (the **Investor Fee**).

The Final Terms will set out the Investor Fee and the process for determining the Investor Fee on each following calendar day after the Issue Date (including holidays and weekends) until redemption, which shall be based on a percentage of the Crypto Asset, Commodity Asset and/or Equity Asset at 17:00 CET/CEST (unless otherwise specified in the Final Terms) for that Product on the immediately preceding calendar day, divided by 365, which shall be based on a percentage of the Crypto Asset, Equity Asset or Commodity Asset Collateral at 17:00 CET/CEST (unless otherwise specified in the Final Terms) for that Product on the immediately preceding calendar day, divided by 365.

Because this fee is subtracted from the indicative value at the closing of the SIX or any other exchange as specified in the Final Terms on a daily basis, the fee accumulates over time and is subtracted at the rate of a percentage amount set out in the Final Terms. Because the net effect of the Investor Fee is a fixed percentage of the value of each Product, the aggregate effect of the Investor Fee will increase or decrease in a manner directly proportional to the value of each Product and the amount of Product that is held, as applicable. Further, where staking arrangements are applicable, the fee arrangements may include a fixed percentage charge on any rewards payable on staking agreements used to generate additional income for the relevant underlying, payable to the Issuer at the time of payment.

The Investor Fee includes all of the expenses related to the Products, including custodianship and security fees. It is important to note that the Investor is still responsible for any tax consequences, rebalancing costs and other relevant payments which may be known or unknown to the Investor at the time of acquisition of the Product.

In addition, secondary market trading prices of the Products may be subject to bid-offer spreads applied by Market Makers and Authorised Participants, which may be significant and may adversely affect the price at which Investors buy or sell Products.

This fee is generally deducted in kind following the procedure described in "*Investor Fee*" below, unless otherwise specified in the relevant Final Terms.

Crypto Asset Collateral, Equity Asset Collateral and Commodity Asset Collateral

The Crypto Asset Collateral, Equity Asset Collateral and, where applicable, the Commodity Asset Collateral represents the assets backing the Product. The daily value of the Product is calculated by reference to the Crypto Asset Collateral, Equity Asset Collateral and, where applicable, the Commodity Asset Collateral, composed of the underlying Crypto Assets, Equity Assets and, where applicable, the Commodity Assets, with the composition and weighting determined on the basis of the most recent rebalance.

Unless otherwise specified in the applicable Final Terms, the implied fiat value of the Product is based on the previous day's Crypto Asset Collateral, Equity Asset Collateral and, where applicable, the Commodity Asset Collateral, multiplied by the latest available price for the relevant underlying Crypto Assets, Equity Assets and, where applicable, Commodity Assets. The price of the Underlying or the Underlying Components is sourced from the price source specified in the Final Terms.

Investor Fee

The Product pays operation fees, which accrues at a rate per annum equal to the Investor Fee. The Issuer uses this fee to pay other service providers of the Issuer and fund its own daily operations. The rate will be set out in the relevant Final Terms, and is applied to the relevant Collateral on a daily basis to determine the daily deduction of an amount of the relevant asset from the relevant Collateral.

The Issuer reserves the right to, in its absolute discretion and from time to time, reduce the otherwise applicable Investor Fee to a lower fee or even to zero, in each case on a temporary basis subject to reinstatement of a higher Investor Fee (capped at the maximum level of the original Investor Fee).

The Crypto Asset Collateral or Equity Asset Collateral, as applicable, is decreased daily at a rate equal to the portion of the Investor Fee applicable to such day, thus affecting the Crypto Asset Collateral or Equity Asset Collateral, as applicable, calculation for the subsequent trading day. Crypto Assets or Equity Assets representing the reduction in the Crypto Asset Collateral or Equity Asset Collateral, as applicable, by daily application of the Investor Fee will be periodically sold to fund the payment of operation fees.

Income from staking rewards

Certain Crypto Assets can be used for staking, a consensus algorithm used by some blockchains to validate agreements. Unless, and where applicable only to the extent, the Issuer has agreed to share any net earned staking rewards pursuant to the above, no such earned staking rewards will be shared with Investors in any manner.

Income from dividend, dividend-equivalent distributions or other payments

Equity Assets as Underlying may lead to some sort of income , such as dividends, dividend-equivalent distributions or other payments received by the Issuer.

The timing, amount and payment of any dividends, distributions, return on capital or other income amounts received in respect to the Equity Assets are determined solely by the issuer of the relevant Equity Asset and may be discretionary, variable, suspended, deferred, or cancelled in whole or in part. There is no assurance that any dividends or other income amounts will be declared or paid during the life of the ETP.

Any dividends, dividend/equivalent distributions, return on capital or other income amounts received in respect of the Equity Assets may be subject to withholding taxes, transaction taxes or other taxes imposed by applicable tax authorities. Any such taxes will be borne by the ETP and will reduce respectively the amounts available for reinvestment into additional Equity Assets and/or Cash.

Investors will not receive any compensation or gross-up in respect of such taxes, and the value of the ETP may be adversely affected as a result.

Where the Issuer receives dividends, dividend-equivalent payments, substitute payments or other economically similar amounts in lieu of dividends (including, without limitation, in connection with corporate actions, settlement mechanics, or market practice), such amounts shall be treated in the same manner as dividends for the purposes of this section.

THE AUTHORISED PARTICIPANT'S ROLE

Only Authorised Participants are able to request the Issuer to create or redeem Products to be issued under the Programme, unless through special circumstances noted elsewhere in this document (including the Investors' put option set out in the General Terms and Conditions). Authorised Participants may also act as Market Makers (*i.e.*, buying and selling Products from and to Investors on an over-the-counter basis or via a securities exchange or trading venue). However, not all Market Makers need to be Authorised Participants and vice versa.

One can only be considered an Authorised Participant if one is: (a) a securities house or other market professional approved by the Issuer (in its absolute discretion); and (b) an account holder on SIX (a **SIX Member**). An Authorised Participant must also have entered into an Authorised Participant Agreement with the Issuer dealing with, amongst other things, the rights and obligations of the Authorised Participant in relation to applying for and redeeming the Products.

Authorised Participant Agreements have been entered into with the Authorised Participants. See "*Summary of the Parties and the Structure—Principal Transaction Documents—Authorised Participant Agreements*".

The Issuer will use reasonable efforts to ensure that at all times for the duration of the Programme there is at least one Authorised Participant. In the event that at any time there are no Authorised Participants, Investors will be permitted to redeem the securities respectively held by them directly from the Issuer.

It is intended that Authorised Participants will sell Products in the secondary market to Investors who have either directly approached the Authorised Participant(s) or to Investors on a securities exchange or trading venue on which the Products are listed (as applicable) for a purchase price agreed between the Authorised Participant and such Investor(s) in respect of the Products. Investors may sell the Products from time-to-time in the secondary market to third parties or to Authorised Participants. As such, the Products are freely transferrable on the secondary market.

Authorised Participants

Jane Street

Jane Street Financial Limited is a limited liability company, incorporated on 13 April 2007 under the laws of England and Wales with company number 06211806 and with its registered office located at Floor 30, 20 Fenchurch Street, London, EC3M 3BY, United Kingdom. Jane Street Financial Limited is a registered dealer authorised and regulated by the U.K. Financial Conduct Authority

Flow Traders B.V.

Flow Traders B.V., incorporated on 11 November 1991 and located at Jacob Bontiusplaats 9, 1018LL, Amsterdam, The Netherlands, is a private limited liability company operating under Netherlands law. It is registered with The Netherlands Chambers of Commerce with date of entry on 2 December 1991 and register number 33223268.

Lang & Schwarz

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.

BlueFin Europe LLP

Bluefin Europe LLP, incorporated on 14 August 2008 and located at 110 Bishopsgate, London, England, EC2N 4AY is a Limited liability partnership operating under the laws of England. It is registered with Companies House under Company number OC339361.

DRW Europe B.V.

DRW Europe B.V. located at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, is a private limited liability company operating under the laws of the Netherlands. It is registered with The Netherlands Chambers of Commerce with register number 72017163.

Goldenberg Hehmeyer LLP

Goldenberg Hehmeyer LLP was incorporated on 01 December 2005, and located at Floor 11, Tower 42, 25 Old Broad Street, London EC2N 1HQ, United Kingdom, and is a private limited liability company operating under the laws of England. It is registered with the Companies House under Company Number OC316522.

Virtu Financial Ireland Limited

Virtu Financial Ireland Limited was incorporated on June 11, 2009 and is located at Whiteaker Court, Whitaker Square, Third Floor, Block C, Sir John Rogerson's Quay, Dublin, Ireland. It is a company operating under the laws of Ireland. It is registered under Registration Number 471719.

Société Générale

Société Générale was incorporated on January 1, 2023 and located at 29 Boulevard Haussmann, 75009 Paris, France. It is a company operating under the laws of France. It is registered under Registration Number 552 120 222.

For more information about our Authorised Participants please visit https://21shares.com/ir/aps/

Application Process

Products may be issued upon application by an Authorised Participant. There is no minimum number of Products that must be applied for in order to ensure creation. The Issuer will decline applications for Products if it cannot for any reason secure corresponding collateral.

Settlement Process

In-Kind Settlement

When initiated by an Authorised Participant, the Products generally have an in-kind settlement structure, which is similar to physical settlement in the context of options and futures contracts.

For example, Authorised Participants will be required on settlement date (typically T+1 Business Day) to transfer to the Issuer's relevant accounts with the relevant Custodian a basket of Crypto Assets specified in the order confirmation form. The amount of each Crypto Asset in the basket is equal to the number of units to be created multiplied by the number of the respective Crypto Asset in one product specified in the PCF prepared by the Administrator on T-1 Business Day.

The Authorised Participants are also required to pay an application fee at subscription in U.S. Dollars. Alternatively, the Authorised Participant may also pay cash or Bitcoin (BTC) or another eligible crypto currency which is then used to, at the price locked-in at pricing, purchase the amount of each Crypto Asset in the basket equal to the number of units to be created multiplied by the number of the respective Crypto Asset in one product specified in the PCF prepared by the Administrator on T-1 Business Day. The Issuer will not issue Products to an Authorised Participant until the settlement amount has been allocated to the Issuer's relevant account with the relevant Custodian, and vice versa for redemption.

Authorised Participants may choose, at their discretion, whether to subscribe for the Products in-kind (by the delivery of the relevant amount of Crypto Assets, Equity Assets and, where applicable, Commodity Assets) or in cash (by the payment of the relevant cash amount) or in stable coins (e.g. USDC). The primary benefit of in-kind settlement for Crypto Assets, i.e. the first of the three methods, is that it is subject to less execution risk or slippage as the entire activity is measured by the physical amount of the underlying Crypto Assets regardless of the cash value they represent. The entire process of delivery of the Underlying is also closely monitored by the relevant Custodian and confirmed by the Administrator.

Redemption Process

The redemption process will follow the same flow as above and will settle on a T+1 Business Day basis, unless otherwise specified in the Final Terms.

Redemptions by Authorised Participants shall be settled on an in-kind basis unless the Issuer permits such redemption to be settled in accordance with Condition 5.5 (*Cash Settlement*) of the General Terms and Conditions for Products related to Crypto Assets and/or Commodity Assets, and Condition 5.4 (*Cash Settlement*) of the General Terms and Conditions for Products related to Equity Assets.

Redemptions by Investors by delivery of the Crypto Asset Collateral shall be settled as described in Condition 5.4 (*Redemption of Products by Delivery of the Crypto Asset Collateral/ for such Products*) in the General Terms and Conditions for Products related to Crypto Assets and/or Commodity Assets.

See "*Summary of the Parties and the Structure—Redemption Process*".

Cash Settlement

To effectuate a creation order, the Authorised Participant might be required to prefund the Issuer's purchase of the Underlying Components in an amount set by the Issuer. At the sole discretion of the Issuer, Authorised Participants can initiate by delivery of cash or in stable coins (e.g. USDC) which the Issuer will use to source the Underlying Components on behalf of the Authorised Participant ("**Cash Order**"). For example, Authorised Participants will be required on T Business Day to transfer to the Issuer's relevant accounts with the equivalent of cash related to the purchase of the underlying basket specified in the order confirmation form. The amount of each Crypto Asset in the basket is equal to the number of units to be created multiplied by the number of the respective Crypto Asset in one product specified in the PCF prepared by the Administrator on T-1 Business Day. The Authorised Participants are also required to pay an application fee at subscription in U.S. Dollars. Alternatively, the Authorised Participant may also pay cash or Bitcoin (BTC) or another eligible crypto currency which is then used to, at the price locked-in at pricing, purchase the amount of each Crypto Asset in the basket equal to the number of units to be created multiplied by the number of the respective Crypto Asset in one product specified in the PCF prepared by the Administrator on T-1 Business Day. Any slippage incurred (including, but not limited to, any trading fees, spreads, or commissions), on a cash equivalent basis, will be the responsibility of the Authorized Participant and not of the Issuer. To the extent the execution price of the Underlying Components acquired by the Underlying Components Counterparty at settlement is less than the cash deposit amount, such cash difference will be remitted to the Authorized Participant. To the extent the execution price of the Underlying Components acquired by the Underlying Components Counterparty exceeds the cash deposit amount, such cash difference will be the responsibility of the Authorized Participant and not the Issuer. No Products will be issued unless and until any outstanding cash due from the Authorized Participant has been settled. The Authorized Participant understands and agrees that in the event the Underlying Components are not deposited to the Issuer by the time specified above and in compliance with the applicable procedures, and any outstanding cash due from the Authorized Participant has not been settled with the Issuer, the applicable Cash Order will be cancelled by the Issuer.

For redemption, Authorised Participants will be required to settle the Product units in T before the redemption order is confirmed. In T+1, the Issuer will pay the Authorised Participants with the respective cash amount resulting from the sale in T of the underlying components.

Because the Products associated with the redemption order may not be available at the time that the Authorized Participant places the redemption order, the Issuer may require cash to be pre-funded to cover related trading costs. Once the Issuer determines that the Products have been received in the Issuer's account, the Issuer authorizes the custodian to transfer the redemption amount from the Issuer's custodian account to the Underlying Components Counterparty for conversion to cash to be distributed to the Authorized Participant upon settlement. To the extent the Products associated with the redemption order are not received in the Issuer's account on the settlement date, the redemption order will be cancelled.

Application Fees and Redemption Fees

Application fees and redemption fees will be payable on the creation and redemption of the Products and not by Investors who buy and sell the Products on the secondary market, including the SIX Swiss Exchange. Investors may, however, be subject to other fees imposed by the persons from whom they acquire Products.

Application fees and redemption fees will be collected by the Issuer or any other entity designated by the Issuer for such purpose. The Redemption Amount may also be subject to additional fees related to the transfer of fiat assets.

Authorised Participants holding Products

Authorised Participants can act as Market-Makers. Consequently, the Authorised Participants can from time to time hold Products in their own name, respectively. In such regard the Authorised Participants will be treated as Investors. For example, in the event of enforcement and post-enforcement priority of payments pursuant to the provisions in Condition 21 (*ENFORCEMENT AND POST-ENFORCEMENT PRIORITY OF PAYMENTS*) the Authorised Participants will be treated as any other Investors.

AML and Compliance

The Issuer's primary counterparties for all fiat or crypto related transactions must be Authorised Participants or such other professional market participants subject to regulatory requirements in relation to such fiat and/or crypto related transactions and approved as such by the Issuer (in its absolute discretion). As applicable, these institutions are, severally, responsible for delivering the relevant basket of Crypto Assets during the creation process or, as the case may be, the relevant fiat currency.

All of the Issuer's Authorised Participants and other primary counterparties are required to comply with local regulatory requirements, including KYC/AML, in the jurisdiction(s) in which they operate and to have robust compliance processes.

INFORMATION ABOUT THE ISSUER

a. Name, Registered Office, Location

The Issuer is 21Shares AG. Its registered office and address is at Pelikanstrasse 37, 800 Zurich, Switzerland, and the general telephone number is +41 44 260 86 60 .

b. Incorporation, Legal Form, Duration, Register Number

21Shares AG was established (at a meeting of its founders) on 20 July 2018 and was incorporated and registered in Zug, Switzerland on 27 July 2018 as a stock corporation (*Aktiengesellschaft*) under article 620 et seq. of the Swiss Code of Obligations for an unlimited duration. 21Shares AG is registered in the Commercial Register of the Canton of Zurich, Switzerland, under the number CHE-347.562.100. The Issuer's legal entity identifier or 'LEI' is 254900UWHMJRRODS3Z64.

The Issuer's website is available at: https://21shares.com/. This website does not form part of this Base Prospectus (other than where information has been explicitly incorporated by reference into this Prospectus) and has not been scrutinised or approved by the SFSA.

c. Purpose

The Issuer has been established as a special purpose vehicle for the purposes of issuing exchange traded products and other financial products linked to the performance of Crypto Assets and indices of Crypto Assets.

According to Article 2 of the Articles of Association of the Issuer dated 28 July 2023:

The purpose of the Company as a technology and financial company is to issue listed and exchange-traded products and services in Switzerland and worldwide.

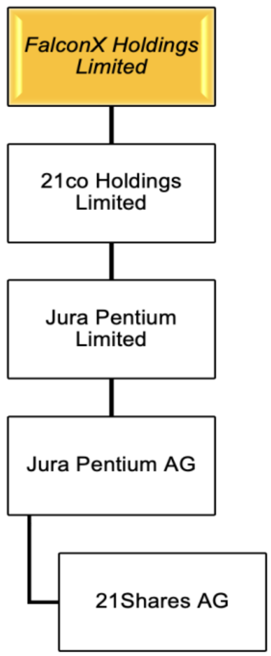
The company may hold participations in other companies and acquire, exploit, administer and dispose commercial real estate and intellectual property rights, establish subsidiaries and branch offices in Switzerland and abroad and carry out all acts implicated by its business purpose or which may be appropriate to promote its development or the development of group companies.

The company may provide direct or indirect financing to third parties, including companies in which it holds a direct or indirect interest, its direct or indirect shareholders and companies in which such shareholders hold a direct or indirect interest, whether by way of loans or other financing, including under cash pooling arrangements, and may provide security of any kind for their obligations, including by way of liens on or fiduciary assignments of assets of the Company or by way of guarantees of any kind, whether or not for consideration.

d. Group

On 19 November 2025, 21co Holdings Limited (the Issuer's ultimate parent company) was acquired by FalconX Group. FalconX is a leading digital asset prime brokerage for the world's top institutions and provides comprehensive access to global digital asset liquidity and a full range of trading services. FalconX Bravo, Inc., a FalconX affiliate, was the first CFTC-registered swap dealer focused on cryptocurrency derivatives. Therefore, the Issuer is a fully owned subsidiary within the group of companies under the ultimate parent company FalconX Holdings Limited, Cayman Islands (the "Group"). The ultimate beneficial owner of FalconX Holdings Limited is an individual – Mr. Raghu Veer Yarlagadda.

The following illustrations shows the group of companies in which the Issuer is one of the subsidiaries (the "Group"):



The above group chart only depicts entities within the group that are relevant to the Issuer.

21Shares AG is the special purpose vehicle that issues the ETP.

21Shares' service entities employ about 100 employees, primarily in Switzerland, United Kingdom and the United States. 21Shares' vision is to make the best performing asset class of the last decade be accessible to anyone. The Group's team of technologists and bankers set out to build the simplest and most transparent way to access this exciting evolution in finance and technology.

As of the date of this Base Prospectus, the Issuer has over 50 crypto exchange-traded products listed, including Products tracking the performance of Bitcoin, Ether, and other innovative Crypto ETP products.

The Issuer uses the Group' issuance platform to carry out its day-to-day business. European employees are paid through Jura Pentium AG. Jura Pentium AG charges 21Shares AG accordingly through a service level agreement.

As a SPV, 21Shares' ETP operation is supported by its parent company, other Group companies and external service providers.

Jura Pentium AG and Jura Pentium Inc. are the primary service providers for 21Shares affiliated business entities and manage corporate activities for the 21Shares entities. Intercompany service costs are settled internally through transfer pricing. In accordance with the Group's company transfer pricing policy, the Issuer pays intercompany service fees to Jura Pentium AG, its primary service provider operating in Zurich.

Details of the receivable balances between the Issuer and its related parties are disclosed below:

	31 December 2024 (USD)	31 December 2023 (USD)
Jura Pentium AG	**20,782,258**	**18,219,220**
Total	**20,782,258**	**18,219,220**

The Issuer is mainly dependent only upon Jura Pentium AG (the Jura Pentium Servicing Entity) and Jura Pentium Limited, as direct parent entity of the Jura Pentium AG. As stated above in this section, the Issuer is not dependent on any other entities within the Group.

Through its indirect shareholding in the Issuer, FalconX Holdings Limited (and indirectly Mr Raghu Veer Yarlagadda) can exercise a material influence over the Issuer. However, in certain respects, the provisions in the Swiss Code of Obligations regarding stock corporations regarding powers and responsibilities of different corporate bodies of the Issuer and regarding protection of creditor's interests, limit the influence of FalconX Holdings Limited and Raghu Veer Yarlagadda.

e. Share Capital

The share capital of 21Shares AG is CHF 100,000, and is divided in 5,000,000 registered shares, each with a nominal value of CHF 0.02. These shares are fully paid up and have been issued in exchange for contributions in kind, as described below. There are no unpaid or partially paid shares.

Pursuant to the agreement dated 20 July 2020, the Issuer has received 4,934.8781 Bitcoin (BTC) and 40 Ethereum (ETH) in exchange for the registered 5,000,000 shares with a face value of CHF 0.02 each. In addition, a further contribution in kind equivalent to 60,000 USD Coin (USDC), equivalent to USD 60,000, was made on 20 December 2022 by 21co holdings Limited. Following this additional contribution, the Articles of Association of the Issuer were updated on 16 January 2023 to reflect the fully paid up share capital.

Since 28 December 2022, the share capital is held in its entirety by Jura Pentium AG, an entity within the group of companies with the ultimate parent company FalconX Holdings Limited.

f. No Regulatory Status

21Shares AG is not authorised or subject to prudential supervision by FINMA or any other regulatory authority.

g. Business

21Shares AG is a special purpose vehicle created to carry out the very limited activities described in this Base Prospectus. 21Shares AG was set up to issue exchange traded products (ETPs) and other financial products linked to the performance of Crypto Assets such as Bitcoin (BTC) and Ethereum (ETH) and indices of Crypto Assets. The Issuer will also engage in other activities related to the issuance of the ETPs and the maintenance of the Programme and the creation of new crypto-linked financial products. It does not have other revenue generating business activities. In other words, the Issuer is engaged in issuing ETPs that track the investment results of the underlying crypto assets and/or, where applicable, Commodity Assets and/or other eligible Underlyings. Each ETP is 100% collateralised by the underlying crypto asset and/or other eligible assets. In 2018, 21Shares AG built HODL, the world's first crypto ETP on the SIX Swiss Exchange. As at the date hereof, 21Shares AG offers around 40 crypto exchange-traded products available in CHF, EUR, GBP, & USD across Europe and Dubai.

As at the date hereof, 21Shares AG has ETPs admitted to trading at the following regulated markets Nasdaq Stockholm, Nasdaq Dubai, Deutsche Börse, SIX Swiss Exchange, BX Swiss, Euronext Amsterdam and Paris and the London Stock Exchange.

h. Business Outlook and Recent Developments

While currently this Programme is the Issuer's only product, the Issuer may expand its product suite to include other financial products catered to crypto investors and the broader crypto market.

The Issuer may expand its product suite to include other financial products catered to crypto investors and the broader crypto market.

The business description contained herein is accurate at the date of this Base Prospectus.

The year 2024 was a resounding success for Bitcoin and the broader crypto space. Bitcoin's price surged by more than 100%, driven by a series of major milestones that underscored the industry's growing maturity and institutional relevance. The approval of spot Bitcoin ETFs in the U.S. stood out as a defining moment—marking one of the most successful ETF launches in financial history. These ETFs accumulated over 500,000 BTC throughout the year, more than double Bitcoin's annualized issuance, signalling strong demand from traditional investors and further cementing crypto's place on Wall Street. The long-anticipated Bitcoin halving in April contributed to upward market trends by limiting new supply, reinforcing Bitcoin's scarcity narrative. While the summer months saw a period of consolidation amid macroeconomic headwinds—including sticky inflation, geopolitical tensions, and crypto-native overhangs like liquidation events from Mt. Gox, Genesis, and the German government—momentum returned in the fall. Bitcoin broke out ahead of the U.S. presidential election, as crypto emerged as a key political topic. The year closed with Donald Trump winning the presidency and a largely pro-crypto Congress taking shape, fuelling optimism and propelling Bitcoin to new all-time highs above the psychologically important $100,000 mark.

On the regulatory front, meaningful progress is being made. The implementation of MiCA in the EU has established the first comprehensive regulatory framework for digital assets. In the U.S., Paul Atkins' sworn in as SEC Chair in April 2025 has brought clearer and more favorable crypto regulation, with a focus on stablecoins and market structure. This shift has bolstered optimism across the digital asset space.

Fundamentally, Bitcoin's Core metrics remain strong. The network's hashrate reached an all-time high, indicating increased mining activity and enhanced network security. Corporations continue to adopt Bitcoin as a treasury asset—MicroStrategy, now rebranded as Strategy, and Japan's Metaplanet have both increased their Bitcoin holdings, signaling growing corporate confidence in Bitcoin's role as a store of value. Additionally, the continued integration of stablecoins into traditional finance, along with burgeoning interest in tokenization, is paving the way for greater innovation leveraging blockchain technology.

While short-term market conditions remain influenced by geopolitical tensions and economic policies, the foundational elements of the crypto ecosystem—such as institutional adoption, regulatory clarity, and network robustness—continue to strengthen. These factors position the crypto market for potential growth as liquidity conditions improve and investor confidence returns.

The Board of Directors remains optimistic despite ongoing geopolitical and economic uncertainties. Favourable regulatory changes, continuous institutional adoption, and growing use cases for tokenization and stablecoins are setting the stage for a flourishing ecosystem—aimed at protecting investors while fostering continuous innovation.

The Directors are optimistic despite ongoing geopolitical and economic uncertainties. ETF approvals in the US, Hong Kong and potentially for professional investors in the UK, growing use cases for tokenization, institutional adoption and regulatory improvements such as MiCa are foundational to a flourishing ecosystem, aimed at protecting investors while ensuring continuous innovation.

i. Board of Directors

The Board of Directors is responsible for the management of 21Shares AG's business.

Under Swiss company law, the board of directors has the following non-transferable and inalienable duties:

(i) overall direction of the company and issuing the necessary directives;

(ii) determining the way the company is organised;

(iii) appointing and dismissing the persons entrusted with management and representation and determining the method of signature;

(iv) ultimate supervision of the persons entrusted with company management;

(v) organisation of accounting, financial control and financial planning, to the extent that the latter is necessary for management of the company;

(vi) drawing up the annual report;

(vii) preparing for the general meeting and executing its decisions, and

(viii) notifying the judiciary should the company become over-indebted.

The Board of Directors currently comprises three members (including the Chairman), all of which are executive directors.

The following table lists the Board of Directors of 21Shares AG:

Name	Position held
Russell Barlow	Chairman and Chief Executive Officer
Duncan Moir	Director and President
Edel Bashir	Director and Chief Operating Officer

The business address of the directors of 21Shares AG is Pelikanstrasse 37, 8001 Zurich, Switzerland.

Russell Barlow, Chairman and CEO

Russell Barlow, 52, is contributing more than 25 years of expertise in regulated asset management. Previously, Russell was the Global Head of Multi Asset and Alternative Investment Solutions and Global Head of Alternatives at abrdn. Over the course of his career, he has designed, launched, and managed a wide range of investment products. Additionally, Russell has held a position as a Non-Executive Director at Archax, the UK's first FCA-regulated digital asset exchange.

Duncan Moir, Director and President

Duncan Moir, 41, has deep expertise in crypto and blockchain strategy. Previously, Duncan was a Senior Investment Manager at abrdn. He is an independent board member of Hedera Hashgraph LLC and an advisor to Web3 companies. A University of Strathclyde graduate with a BA (Hons) in Economics, he is also a CFA and CAIA charterholder.

Edel Bashir, Director and COO

Edel Bashir, 47, has over 20 years of experience in asset management. Previously, Edel was the COO of Multi Asset and Alternative Investment Solutions, COO of Alternatives and a Senior Investment Manager at abrdn. Her expertise includes operational strategy, portfolio management, and hedge fund research. A graduate of University College Cork, Ireland, with a BSc in Finance, she has held senior roles across Bermuda, Dublin, and Boston.

j. Conflict of interests

Key personnel in the Issuer, or any of its affiliates, including the respective directors and equity owners thereof, each has certain exposure to the broader cryptocurrency market, which may represent a significant portion of their individual net worth or of their institutional investment pool. Such persons or entities are under no obligation to disclose their holdings, changes in the value of their holdings, any trading activity in those holdings or which Underlyings or Underlying Components they transact in. Further, Duncan Moir, Director and President of the Issuer, is a director of Hedera Hashgraph LLC.

In addition, the Issuer or any of its affiliates may transact in Crypto Assets on its own account, including in relation to the payment of management fees.

Further, the Issuer or any of its affiliates may decide to launch its own Crypto Asset(s) and, subject to legal and regulatory requirements, including but not limited to, the publication of an approved supplement to this Base Prospectus where required, may also decide to launch one or more series of Products linked to such proprietary Crypto Assets. This may create additional conflicts of interest between the Issuer and its affiliates and the Investors.

The Issuer forms part of the FalconX group. FalconX may provide market-making, liquidity provision, or related services in respect of instruments that are the same as, or economically linked to, the Products. Such activities may give rise to a conflict of interest and may affect the price or liquidity of the Products. The Issuer maintains arrangements designed to manage potential conflicts; however, they may not be fully eliminated.The Issuer and its affiliates (which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Issuer) may hold, retain, buy or sell Products, the Underlying or the Underlying Components (each, as defined in the General Terms and Conditions) at any time. See "*Risk Factors— Conflicts of Interest*". They may also enter into transactions relating to or derivative of Products, in such amounts, with such purchasers and/or counterparties and at such prices (including at different prices) and on such terms as any such entity may determine, be it as part of its business and/or any hedging transactions as described in this Base Prospectus or for any other reason. There is no obligation upon the Issuer to sell all of the Products of any issue. The Products of any issue may be offered or sold in one or more transactions in the over-the-counter market or otherwise at prevailing market prices or in negotiated transactions, at the discretion of the Issuer, subject as provided above.

Save as set out in the preceding paragraphs, none of the members of the Board of Directors has a private interest or other duties resulting from their directorship of other companies, enterprises, undertakings or otherwise, that may be in conflict with the interests of the Issuer.

If not specified otherwise in the Final Terms for a Product, there are no material interests, in particular, no potential material conflicts of interest with service providers or in relation to the admission to trading of the Products.

k. Statutory Auditors

The Issuer's annual report for the year ended 31 December 2024 has been audited by KPMG AG, Zürich (CHE-106.084.881) (the **Auditor**). The Auditor is a member of EXPERTsuisse, the Swiss Expert Association for Audit, Tax and Fiduciary. The information in this Base Prospectus has not been audited or reviewed by the Auditor. For the purposes of auditing the Issuer's financial statements for the financial year 31 December 2025, the Issuer has appointed the Auditor.

The Issuer's annual reports for the year ended 31 December 2023 have been audited by Copartner Revision AG, St. Alban-Anlage 46, 4052 Basel, Switzerland. The auditor is a member of EXPERTsuisse, the Swiss Expert Association for Audit, Tax and Fiduciary. The information in this Base Prospectus has not been audited or reviewed by said auditor.

l. Publications

According to its articles of association, currently dated 16 January 2023, 21Shares AG will publish its statutory publications in the Swiss Official Gazette of Commence (*Schweizerisches Handelsamtsblatt*). Notices to shareholders are given by publication in the Swiss Official Gazette of Commence.

m. Financial Statements

The financial year of the Issuer ends on 31 December of each year. The Issuer prepares annual financial statements in accordance with the Swiss Code of Obligations and International Financial Reporting Standards (IFRS).

As and when available, the Issuer's annual and interim financial statements are made available at the Issuer's website (https://21shares.com/ir/financials). This website does not form part of this Base Prospectus (other than where information has been explicitly incorporated by reference into this Prospectus) and has not been scrutinised or approved by the SFSA.

The audited IFRS financial statements for the year 1 January 2024 to 31 December 2024, the audited IFRS financial statements for the year 1 January 2023 to 31 December 2023, and the unaudited interim IFRS financial statements for the period ended 30 June 2025 are incorporated by reference into this Base Prospectus (see section "*Incorporation by Reference*").

The financial statements for the years ending on 31 December 2024 and 31 December 2023, respectively, were given an unqualified auditor's opinion by the then appointed auditor.

n. Material contracts not entered into in the ordinary course of business

On 8 May 2019, the Issuer entered into a subordination agreement with its affiliate Jura Pentium Limited, whereby the latter agreed to subordinate loans granted to the Issuer. Jura Pentium Limited has assumed and assumes all past, present and future liabilities of the Issuer other than as a result of, or arising under, any ETP issued by the Issuer in order to keep it solvent.

o. Dividends

The Issuer has not paid any dividends since its foundation and incorporation.

p. Borrowing and funding structure

Changes in borrowing balances between the Issuer and its related parties

Details of the receivable balances between the Issuer and its related parties as at 31 December 2024 and 31 December 2023 are disclosed below:

in USD	31 December 2024	31 December 2023
Other current receivables from parent company	20'782'258	18'219'220

Details of the receivable balances between the Issuer and its related parties as at 30 June 2025 and 30 June 2024 are disclosed below:

in USD	30 June 2025	31 December 2024
Financial asset (due from other related party)	4'182'228	20'782'258

Other funding aspects

Management fees represent the Issuer's main source of income and are determined by the amount of Assets Under Management (“**AUM**”), the predetermined management fee rate for the respective ETP, and the price of cryptocurrencies. The Issuer earned a management fee of USD 72.08 million in 2024 (2023: USD 25.65 million). The Issuer also earned staking rewards of USD 25.19 million in 2024 (2023: USD 11.31 million) from participating and contributing to the various blockchain networks. The above management fees and staking rewards amounts represent gross revenue before revenue sharing with seeding partners and business partners and ETP and staking direct costs. A portion of the staking rewards earned are also accrued back to the ETP products and shared with the ETP holders. Other revenues amounted to USD 1.68 million in 2024 (2023: 917 thousand). The revenue generated was offset by cost of sales and intercompany service fees. Cost of sales relate to direct expenses related to our revenue streams.

Under the intercompany service agreements, the Issuer receives a number of services from other entities within the same group of companies.

2024 expenses include cost of sales at USD 5.43 million (2023: USD 4.23 million), and intercompany service fees at USD 79.49 million (2023: USD 26.92 million). The Issuer also recorded an unrealized loss on revaluation of crypto assets of USD1.7 million in 2024 (2023: USD 122 thousand loss). This resulted in a total comprehensive income of USD 2.63 million in 2024 (2023: net profit for the year of USD 39 thousand).

Expected financing of the Issuer’s activities

The Issuer intends to use the net proceeds from each issue of Products for the purchase of the Underlying or Underlying Component to be used as Collateral. Such use of the issuance proceeds, in combination with the borrowing arrangements and the revenue generation described above in this section “p. Borrowing and funding structure”, constitute the expected financing of the Issuer’s activities.

PROGRAMME INDICES

The information in this section (Programme Indices) consists only of information provided to the Issuer by Jura Pentium AG and the respective Index Administrators. 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 Jura Pentium AG and the respective Index Administrators, no facts have been omitted which would render such reproduced information inaccurate or misleading. The information below is subject to change. The current index guide at any time will be available on https://21shares.com/ir/index-guides. No information from the Issuer's website or any other website listed herein is incorporated by reference into this Base Prospectus. For the purposes of this section (Programme Indices) only, the term "calculation agent" means any calculation agent appointed by the respective Index Administrators.

21Shares MVIS Crypto Indices
The Issuer may elect to use an index forming part of the 21Shares MVIS Crypto Indices. The 21Shares MVIS Crypto Indices are a family of benchmarks, owned by Jura Pentium AG. Jura Pentium AG has selected an index administrator, MarketVector Indexes GmbH (**MVIS**) to maintain the 21Shares MVIS Indices. MVIS is a third party service provider and is not related to the Issuer or Jura Pentium AG. MVIS is the administrator of the 21Shares MVIS Indices for the purposes of the Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (**Benchmark Regulation**). MVIS is included in the register referred to in Article 36 of the Benchmark Regulation and consequently each 21Shares MVIS Crypto Index is provided by an administrator included in said register.

Kaiko 21Shares Crypto Indices
The Issuer may elect to use an index forming part of the Kaiko21Shares Crypto Indexes. The Kaiko21Shares Crypto Indexes are a family of benchmarks, owned by 21Shares. The indexes were developed to provide a rulebased and transparent way to track the value of a portfolio. Each index measures the value of an investment strategy. The index methodology and further information regarding the Kaiko21Shares Crypto Indexes are available at: https://www.kaiko.com/kaiko-indices-vinter-resources. The benchmark administrator is Kaiko Indices SAS. The European Securities and Markets Authority (ESMA) has included Kaiko in its register referred to in Article 36 of the Benchmark Regulation and consequently any indices provided by Kaiko are provided by an administrator included in said register.

Vinter ByteTree BOLD Indices
The Issuer may elect to use an index forming part of the Vinter ByteTree BOLD Indexes.The Vinter ByteTree BOLD Indexes are a family of benchmarks, owned by Bytetree Asset Management Limited. The indexes are developed to provide a rule-based and transparent way to track the value of a portfolio consisting of Bitcoin and Gold. Each index measures the value of an investment strategy. . The benchmark administrator is Kaiko Indices SAS.

Bitwise Index Services, LLC

Bitwise Index Services, LLC is a Delaware Limited Liability Company is located at 300 Brannan Street, Suite 201, San Francisco, CA 94107. Bitwise Index Services, LLC is a Limited Liability Company formed pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C §18-101, et seq., as may be amended or succeeded from time to time. Bitwise Index Services, LLC is formed in the State of Delaware since June 4, 2018. Bitwise Asset Management, Inc., a Delaware corporation, is the sole member and managing member of Bitwise Index Services, LLC. Bitwise Index Services, LLC. acts as Index Calculation Agent with respect to the Products.

According to the Limited Liability Company Agreement of Bitwise Index Services, LLC effective as of June 4, 2018, Bitwise Index Services' purpose is to engage in any and all businesses or activities in which a limited liability company may be engaged under applicable law.

21Shares is using the benchmarks as reference for the financial instrument in accordance with Article 51(5) of Regulation 2016/1011.

Other Indices

The Issuer may elect to use other indices and Index Administrators (other than as described above), which shall be specified in the relevant Final Terms. The underlying constituents of such other indices will consist of Crypto Assets and/or Commodity Assets and will be administered by (i) an index administrator duly registered for the purposes of the Benchmark Regulation or (ii) an index administrator that may continue to act in such capacity pursuant to any applicable transitional rules regarding the Benchmark Regulation.

Where required, a description of such additional index will be set out in the Final Terms issued in respect of the issue of the Products related to such additional index or in a supplement to this Base Prospectus.

Additional Disclaimers Applicable to Products where a 21Shares MVIS Index is the Underlying

*The Products issued under the Programme are not sponsored, endorsed, sold or promoted by MarketVector Indexes GmbH (**Licensor**). Licensor makes no representation or warranty, express or implied, to the owners of any Product issued under the Programme or any member of the public regarding the advisability of investing in securities generally or in any Product issued under the Programme particularly or the ability of the Index ("Index") to track the performance of the digital assets market. Licensor's only relationship to the Licensee is the licensing of certain service marks and trade names of Licensor and of the Index that is determined, composed and calculated by Licensor without regard to the Licensee or to any Product issued under the Programme. Licensor has no obligation to take the needs of the Licensee or the owners of any Product issued under the Programme into consideration in determining, composing or calculating the Index. Licensor is not responsible for, and has not participated in, the determination of the timing of, prices at, or quantities of the Product to be issued or in the determination or calculation of the equation by which any Product issued under the Programme is to be converted into cash. Licensor has no obligation or liability in connection with the administration, marketing or trading of any Product issued under the Programme.*

*Licensor is a subsidiary of Van Eck Associates Corporation. No Product issued under the Programme is sponsored, endorsed, sold or promoted by Van Eck Associates Corporation or any other VanEck entity (altogether **VanEck**). VanEck makes no representation or warranty, express or implied, nor accepts any responsibility, regarding the accuracy or completeness of this Base Prospectus, or the advisability of investing in securities or financial instruments, or in any Product issued under the Programme.*

The Licensor has contracted with CoinDesk Indices, Inc. to maintain and calculate the Index. No Product issued under the Programme is sponsored, promoted, sold or supported in any other manner by CoinDesk Indices, Inc. and CoinDesk Indices, Inc. does not offer any express or implicit guarantee or assurance either with regard to the results of using the Index and/or Index trade mark or the Index Price at any time or in any other respect. The Index is calculated and published by CoinDesk Indices, Inc. CoinDesk Indices, Inc. uses its best efforts to ensure that the Index is calculated correctly. Irrespective of its obligations towards the Issuer, CoinDesk Indices, Inc. has no obligation to point out errors in the Index to third parties including but not limited to investors and/or financial intermediaries of the financial instrument. Neither publication of the Index by CoinDesk Indices, Inc. nor the licensing of the Index or Index trade mark for the purpose of use in connection with the financial instrument constitutes a recommendation by CoinDesk Indices, Inc. to invest capital in said financial instrument nor does it in any way represent an assurance or opinion of CoinDesk

Indices, Inc. with regard to any investment in this financial instrument. CoinDesk Indices, Inc. is not responsible for fulfilling the legal requirements concerning the accuracy and completeness of the financial instrument's prospectus.

LICENSOR AND/OR VANECK SHALL NOT HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS, AND MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY OWNERS OF ANY PRODUCT ISSUED UNDER THE PROGRAMME OR ANY OTHER PERSON OR ENTITY FROM THE USE OF ANY PRODUCT ISSUED UNDER THE PROGRAMME OR ANY DATA INCLUDED THEREIN. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL LICENSOR AND/OR VANECK HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF.

Additional Disclaimers Applicable to Products where Kaiko Indices SAS is the Index Administrator

COMPANY PRODUCTS ARE NOT SPONSORED, ENDORSED, SOLD, OR PROMOTED BY KAIKO OR ANY OF ITS AFFILIATES. KAIKO MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON REGARDING THE ADVISABILITY OF INVESTING IN FINANCIAL PRODUCTS LINKED TO ANY KAIKO INDEX OR REFERENCE RATE.

KAIKO DOES NOT GUARANTEE THE ORIGINALITY, ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY INDEX, REFERENCE RATE, OR DATA PROVIDED HEREUNDER. KAIKO SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS IN THE CALCULATION OR DISSEMINATION OF ANY INDEX OR REFERENCE RATE, NOR SHALL IT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL ANY PERSON OR ENTITY CLAIM ANY AFFILIATION WITH KAIKO WITHOUT THE PRIOR WRITTEN CONSENT OF KAIKO.

GENERAL DESCRIPTION OF CERTAIN UNDERLYINGS OR UNDERLYING COMPONENTS

*The following is a summary description of certain Underlyings or Underlying Components intended to be used in respect of certain Products issued by the Issuer under the Programme. Investment decisions should **not** be made solely on the basis of this summary description. It is the responsibility of Investors to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, regulatory, accounting and other business evaluation of the merits and risks of investing in Products issued under the Programme, including with respect to the Underlyings or Underlying Components.*

The information in this section (General Description of Certain Underlyings or Underlying Components) consists only of extracts from, or summaries of, publicly available information (including on Bitcoin.org, Stellar.org, Ethereum.org, BitcoinCash.org, Litecoin.org, Block.one, Ripple.com, and metalsfocus.com). Such publicly available information was not prepared in connection with the offering of the Products. 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 each of the relevant sources, no facts have been omitted which would render such reproduced information inaccurate or misleading.

A prospective investor should note that the Underlyings or Underlying Components that are relevant in the context of a specific issuance of Products will consist only of the Underlyings or Underlying Components specified in the Final Terms applicable to the specific issuance of Products and that such Underlyings or Underlying Components may be different that those described in this summary description.

I. UNDERLYING ASSETS - CRYPTOCURRENCIES

The Development of Blockchain Technology

Following the launch of Bitcoin, there have been a growing number of other blockchains, which have been developed for a range of purposes from file storage to payments. A significant number of Crypto Assets are derived from, or compatible with, the original code bases of the Bitcoin or Ethereum blockchains. However, there also exist numerous independent blockchains that are not based on Bitcoin or Ethereum e.g. Solana, Polkadot, Cosmos, Sui, Aptos.

Bitcoin was the first blockchain ever developed. In 2008, Satoshi Nakamoto, a pseudonym for an individual (or possibly a group of individuals), published a research paper describing a new digital currency called Bitcoin. Shortly thereafter, in 2009, Satoshi mined the first 50 Bitcoins, known as the genesis block. To date, no individual or group has been reliably identified as the creator of the Bitcoin Network. Satoshi Nakamoto disappeared in mid-2011 and has since then remained inactive.

Initially, the network was formed by a small group of initial participants and only began to gain traction after the first year of operations. It has since evolved into a vast peer to peer payments network with no centralised authority. Today the Bitcoin Network is maintained by a growing number of miners, developers, Wallet Providers, software companies, and account holders. Since Bitcoin is, at its core, an open source project, there is no official organisation or authority that governs the codebase (a computer programme). However, there are a number of groups who unofficially promote and maintain the network.

Ethereum was proposed by programmer Vitalik Buterin in a whitepaper published in 2013 and subsequently launched in 2015. Unlike Bitcoin, which includes only a limited scripting language, Ethereum was designed from the outset as a more generalised platform for decentralised application development through smart contracts. After discussions within the Bitcoin community failed to extend Bitcoin with more advanced scripting functionality, Ethereum was created as a separate blockchain. Its initial development was financed through a public crowdsale in 2014, in which participants purchased the native token Ether (ETH) with

Bitcoin (BTC). Since launch, Ethereum has served as the leading platform for decentralised applications and smart contracts, and has powered major innovations such as decentralised finance (DeFi), and non-fungible tokens (NFTs).

Since the code behind Bitcoin is open-source, companies and individuals are able to use its codebase to create a new project, in what is called a fork. This has happened multiple times with numerous recorded Bitcoin forks. There were two major Bitcoin forks and both are represented in the original and initial version of the 21Shares HODL5 Crypto Index.

- In 2011, Charlie Lee changed three key parameters of the Bitcoin code – increasing the total supply of the currency to 84 million Litecoins (LTC) from Bitcoin's 21 million, reducing target block confirmation time to 2.5 minutes, and implementing an ASIC (application-specific integrated circuit)-resistant memory-hard Proof of Work algorithm (which reduced the risk of centralised mining) – creating Litecoin.

- In 2017, a group of Bitcoin developers forked Bitcoin, this time creating a replica of the blockchain (a **hard fork**), in an attempt to resolve perceived problems with Bitcoin's scalability, as transaction times were taking a long time, making the currency unattractive for small transactions. This new currency was called Bitcoin Cash and is mostly distinguished by a block size limit of 8 megabytes (as opposed to Bitcoin's 1 megabyte) as well as a difficulty adjustment algorithm. The block rewards, target block time, and supply limit are identical to Bitcoin, 12.5, 10 minutes, and 21 million respectively.

Ripple refers to both an open payments network and the crypto currency (also referred to as XRP) associated with it. In this way, Ripple is all of a real-time gross settlement system (RTGS), currency exchange, remittance network, and crypto currency. The Ripple protocol is built on top of an open source and distributed consensus ledger (a blockchain) using the decentralised digital currency XRP. While this was created and is today maintained by Ripple Labs Inc., an American corporation, the network can operate without Ripple Labs Inc. XRP is an example of a pre-mined digital asset.

While, for example, Bitcoin is a mined digital asset, XRP is pre-mined in the sense that every single unit of the currency that will ever exist has already been created at the beginning of the network with a grand total of one hundred billion XRP. Most are owned by Ripple (55 billion of which was placed in escrow for supply predictability, so that the maximum supply that can enter the market can be mathematically verified and the rest held by companies and individuals). Ripple also is much faster than Bitcoin in terms of transaction speeds: 3 seconds for Ripple; 20 minutes to an hour for Bitcoin. It is also much cheaper than Bitcoin: A transaction costs about USD 0.004 on RippleNet versus about USD 40 on Bitcoin network.

Banks, payment providers and digital asset exchanges process and provide liquidity for payments on RippleNet, creating new, competitive cross-border payments services for their customers. XRP has significant support from major global financial institutions in 75 countries including: Santander, Royal Bank of Canada, MUFG, BMO, Standard Chartered, Credit Agricole, BBVA, Unicredit and American Express.

Other blockchains: There are a number of different blockchains. These chains may be more centralised and may not feature all of the characteristics described above. New chains may be created at any time, which may differ significantly in terms of their underlying technology.

Mining

Mining refers to the process by which transactions are verified, added to the blockchain, and new units of certain Crypto Assets are released into circulation. In Proof of Work ("PoW") systems such as Bitcoin, miners compete to solve cryptographic puzzles that require substantial computing power. Each puzzle corresponds to a block of transactions, and the first miner to solve it is permitted to add the new block to the blockchain.

The successful miner is rewarded with newly issued coins (the “block reward”) and the transaction fees associated with the transactions contained in the block. This process secures the network, ensures distributed consensus on the state of the ledger, and incentivises participation through rewards.

Mining can also provide indirect influence in network governance: miners, by allocating hash power, can signal support for or against certain protocol changes, which may affect whether or not forks of the blockchain are adopted.

Not all Crypto Assets rely on mining. Some assets are “pre-mined,” meaning all units were created at inception and distributed by the developer or associated entity. For example, in the case of Ripple (XRP), all tokens were issued at launch, with portions placed in cryptographically secured escrow accounts to manage supply. Pre-mined assets typically validate transactions using alternative mechanisms and may achieve faster transaction throughput, but they do not involve the energy-intensive process of PoW mining.

Staking

Staking refers to the process of participating in the validation of transactions and block production on a Proof of Stake (“PoS”) blockchain network by committing a specified amount of the relevant Crypto Asset as collateral (“staked” assets). Validators are selected to propose or attest to new blocks based, in part, on the size of their stake. In return for performing these functions, validators receive rewards paid in the form of the native Crypto Asset of the network (“staking rewards”).

Staking carries risks. Validators may be subject to penalties, including the partial loss of staked assets, through mechanisms known as “slashing,” which are designed to promote availability, security, and honest participation in the network. Staking rewards are not fixed and may vary depending on factors such as network conditions, the amount of assets staked, transaction activity, and the exchange rate of the relevant Crypto Asset. In addition, staked assets may be subject to lock-up periods or delayed reward distributions, which can affect liquidity and settlement timing.

Uses of Crypto Assets

The potential use cases of Crypto Assets include, among others:

– **Means of payment and value transfer**, including peer-to-peer transactions without intermediaries;

– **Trading and investment**, such as exchange trading, speculation, and portfolio diversification;

– **Access to goods and services**, where Crypto Assets may be accepted as consideration; and

– **Access to digital infrastructure**, for example to use decentralised applications or smart contracts.

From a Swiss regulatory perspective, FINMA has published guidelines regarding the regulatory framework for Crypto Assets. FINMA has identified three different token categories:

- ***Payment tokens***: Payment tokens (synonymous with cryptocurrencies) are tokens which are intended to be used, now or in the future, as a means of payment for acquiring goods or services or as a means of money or value transfer. Cryptocurrencies give rise to no claims on their issuer.

- ***Utility tokens***: Utility tokens are tokens, which are intended to provide access digitally to an application or service by means of a blockchain-based infrastructure.

- ***Asset tokens***: Asset tokens represent assets such as a debt or equity claim on the issuer. Asset tokens promise, for example, a share in future company earnings or future capital flows. In terms of their economic function, therefore, these tokens are analogous to equities, bonds or derivatives. Tokens which enable physical assets to be traded on the blockchain also fall into this category.

The individual token classifications are not mutually exclusive. Asset and utility tokens can also be classified as payment tokens (referred to as hybrid tokens). In these cases, the tokens are deemed to be both securities and means of payment (as defined below).

If FINMA comes to the conclusion that the tokens constitute securities in the sense of the Financial Market Infrastructure Act (**FMIA**), they fall under securities regulation. Under the Swiss Financial Institutions Act (**FinIA**), book-entry of self-issued uncertificated securities currently is essentially not subject to a licensing requirement, even if the uncertificated securities in question qualify as securities within the meaning of the FMIA. The same applies to the public offering of certain securities to third parties. The creation and issuance of derivative products as defined by FMIA to the public on the primary market is, however, regulated (see Article 12(b) FinIA). Underwriting and offering tokens constituting securities of third parties publicly on the primary market, is, if conducted in a professional capacity, a licensed activity (Article 12(a) FinIA).

The issuing of tokens that are analogous to equities or bonds can also result in prospectus requirements under the Financial Market Services Act (**FMSA**).

The issuing of tokens is not generally associated with claims for repayment and such tokens do not therefore fall within the definition of a deposit in the sense of the Swiss Banking Act (**BA**). To this extent there is no requirement to obtain a banking license because of such an activity. If, however, there are liabilities with debt capital character (e.g. promises to return capital with a guaranteed return), the funds raised are treated as deposits and there is a requirement under the BA to obtain a license unless exceptions apply.

The provisions of the CISA are relevant only if the funds accepted in the context of an issuance of tokens are managed by third parties.

The issuing of payment tokens constitutes the issuing of a means of payment subject to anti-money laundering regulation (*i.e.*, the Swiss Anti-Money Laundering Act (**AMLA**)) as long as the tokens can be transferred technically on a blockchain infrastructure. This may be the case at the time of the issuance of tokens or only at a later date.

In the case of utility tokens, anti-money laundering regulation is not applicable as long as the main reason for issuing the tokens is to provide access rights to a non-financial application of blockchain technology (see Article 2 para. 2 let. A no. 3 Anti-Money Laundering Ordinance, FINMA Circular 11/1 "Financial intermediation under AMLA" margin no. 13 *et seq.*).

The Issuer complies with all applicable AMLA requirements and has established in-house procedures to monitor such compliance on an on-going basis for all partners and service providers, including but not limited to Authorised Participants, relevant Custodian(s), Wallet Providers and exchanges.

Under current FINMA practice, the exchange of a cryptocurrency for fiat money or a different cryptocurrency falls under the AMLA. The same applies to the offering of services to transfer tokens if the service provider maintains the private key (custody Wallet Provider).

Safety & Security: How are Crypto Assets stored?

After purchase, Crypto Assets regularly are stored in a "digital wallet" on a computer, laptop or smartphone. Digital wallets, similar to a bank account, identify the participant and allow transactions. These digital wallets are usually protected by a private key or password. Digital wallets also usually have a public key and a private key or a password, which allows access and thus authority to dispose of the Crypto Assets.

Exchanges and Liquidity

There are several trading venues for Crypto Assets, including but not limited to Coinbase Pro, Bitstamp, Kraken, Gemini. Crypto Assets on these venues may be traded against fiat currencies against transparently published prices. Information on past performance of Crypto Assets is available on any of these company websites (among others) free of charge: pro.coinbase.com, bitstamp.com, kraken.com, coinbase.com, coinmarketcap.com, cryptocompare.com.

The Issuer does not take responsibility for the contents of these websites, nor are they incorporated by reference herein. Such websites do not form part of this Base Prospectus and have not been scrutinised or approved by the SFSA.

II. UNDERLYING ASSETS - COMMODITIES

Commodity Asset Market Overview

The Issuer believes that two factors set precious metals apart from other commodities: precious metals can be
stored in a vault at low cost without deteriorating and, whether as coins, jewellery or bullion, precious metals can
be used as a store of value. While silver and gold have a history which is thousands of years old, platinum and
palladium have a much shorter history. The primary source of these four precious metals is mining, but all can be recycled. Their main uses are industrial and jewellery applications.

Gold

One factor which separates gold from other precious metals is that there are large above-ground stocks which can be quickly mobilised. As a result of gold's liquidity, gold often acts more like a currency than a commodity. Over the past ten years, (new) mine production of gold has experienced a modest rise of an average of 2 per cent. per annum. Of the three sources of supply, mine production accounted for nearly 75 per cent. of total supply in 2021. Jewellery is clearly the greatest source of demand followed by physical investment demand and central bank buying.

Silver

Like gold, silver has also been used as a currency in the past. However, the main differences between gold and silver is that more than half of gold demand comes from jewellery while more than half of silver demand comes from industrial uses. New mine production accounts for approximately 80 per cent. of total silver supply. Recycled silver accounts for around 19 per cent. of total supply. Recycled silver has remained below 200 million ounces since 2013. Industrial applications account for the largest share of silver demand followed by jewellery and silverware.

Palladium

Russia has traditionally been the largest producer of palladium, providing on average 40 per cent. of supply over the past 10 years. South Africa is the second largest producer which provides just under 40

per cent. on average of total global mine supply. Zimbabwe, Canada and the United States are other key producers of palladium.
Autocatalysts are the largest component of palladium demand, representing close to 82 per cent. of total demand in 2021. Jewellery accounted for around 2 per cent. of total palladium demand in 2021. A small amount of palladium demand also comes from dental and chemical applications.

Platinum

The main supplier of platinum is South Africa, providing over 70 per cent. of total mine supply over the past five years. Russia is the second largest supplier of platinum providing around 12 per cent. of total mine supply over the past five years. Recovery of platinum from autocatalysts is the other main source of supply and it increases along with autocatalyst production. Over the past decade, jewellery demand for platinum has fallen steadily since 2013. Autocatalysts are the largest demand segment for platinum.

Storage

Allocated Accounts

An allocated account is an account held with a dealer in a customer's name evidencing that uniquely identifiable
bars of metal have been "allocated" to the customer and are segregated from other metal held in the vault of that
dealer. The client has full title to this metal with the dealer holding it as custodian. The Issuer's Commodity Assets are held in allocated form.

Unallocated Accounts

Most precious metals trade and settle in unallocated form. Metal held in this form does not entitle the holder to specific bars of metal but gives the holder a right to require the delivery of certain amounts of metal. Subject to the terms of a client's account agreement, a client may make exchanges between allocated and unallocated accounts (provided the client has a sufficient balance). Transfers of Commodity Assets to the Issuer take place on an unallocated basis and the relevant assets are transferred into the Allocated Account of the Issuer at the relevant Custodian.

The Precious Metals Market

Metals trading on the global market consists of transactions in spot contracts, forward contracts and options and other derivatives on the over-the-counter (OTC) market, together with exchange-traded futures and options. The OTC market trades for the majority of a 24-hour day and continues to account for most global metal trading.

Market makers, as well as others in the OTC market, trade with each other and with their clients on a principal-to-principal basis. All risks and issues of credit are between the parties directly involved in the transaction. The OTC market provides a relatively flexible market in terms of quotes, price, size, destinations for delivery and other factors. Precious metal dealers customise transactions to meet clients' requirements. The OTC market has no formal structure and no open-outcry meeting takes place.

The main centres of the OTC market are London, Zurich, New York and Hong Kong. Central banks, producers and consumers of precious metals, together with investors and speculators, tend to transact their business through one of these market centres. Centres, such as Dubai, and several cities in the Far East also transact substantial OTC market business, typically involving jewellery and small bars (1 kilogram or less) and will hedge their exposure into one of the main centres. Precious metal dealers have offices around the world and most of the world's major bullion dealers are either members or associate members of the LBMA and/or LPPM (see below).

The most significant futures exchanges are the COMEX, a division of the New York Mercantile Exchange (NYMEX), the Chicago Board of Trade (CBOT, a Chicago based E-Platform, now merged with the Chicago Mercantile Exchange) and the Tokyo Commodity Exchange (TOCOM). Trading on these exchanges is based on fixed delivery dates and transaction sizes for the futures and options contracts traded. Trading costs are negotiable.

Liquidity in the OTC market can vary from time to time during the course of the 24-hour trading day. The period of greatest liquidity in the gold market is typically that time of the day when trading in the European time zones overlaps with trading in the United States, that is when OTC market trading in London, New York and other centres coincides with futures and options trading on the COMEX. This period lasts for approximately four hours each business day afternoon.

The LPPM and LBMA

Clearing in the physical precious metals market is primarily centred in Zurich and London for platinum and palladium and in London for silver and gold. There are two trade associations which act as the coordinator for activities conducted in these markets — the London Platinum and Palladium Market (LPPM) and the London Bullion Market Association (LBMA). The roles of both these associations include maintaining a "Good Delivery" list and ensuring that the physical bars meet the minimum standard of quality, coordinating market clearing and vaulting, promoting good trading practices and developing standard documentation.

Good Delivery

"Good Delivery" is the list of specifications to which a bar/ingot must adhere to be accepted for trading physical metal in the London precious metal markets. The standards required for platinum and palladium ingots to be included in the "London/Zurich Good Delivery List" are set out on the LPPM website. The standards required for gold and silver bars to be included in the "Good Delivery Lists" are set out in "The Good Delivery Rules for Gold and Silver Bars" published by the LBMA. A summary of these appear in the table below:

	Platinum	Palladium	Silver	Gold
Form	Plate or ingot	Plate or ingot	bar	bar
Minimum fineness/purity	99.95%	99.95%	99.9%	99.5%
Weight	1kg to 6kg (32 to 192 oz)	1kg to 6kg (32 to 192 oz)	750oz to 1,100oz	350oz to 430oz
Measure	troy oz	troy oz	troy oz	fine troy oz

The actual quantity of pure gold in a bar is expressed to three decimal places and is calculated by multiplying the gross weight (in ounces, to three decimal places) by the fineness (in per cent., to two decimal places). For example, a gold bar with a gross weight of 404.075 troy ounces and a fineness of 99.58 per cent. would be recorded as having a fine gold content of 402.377 fine troy ounces (there is no rounding up unless the fourth decimal is a nine).

Even though a variety of smaller and exact weight bars are available in the market, the Issuer will only issue securities which are backed by Good Delivery bars.

The Gold Bullion Market in Zurich

After London, the second principal centre for spot or physical gold trading is Zurich. For eight hours a day, trading occurs simultaneously in London and Zurich—with Zurich normally opening and closing an hour earlier than London. During these hours, Zurich closely rivals London in its influence over the spot price because of the importance of the two major Swiss banks—Credit Suisse and Union Bank of Switzerland (UBS)—in the physical gold market. Each of these banks has long maintained its own refinery, often taking physical delivery of gold and processing it for other regional markets. The loco Zurich bullion specification is the same as for the London bullion market, which allows for gold physically located in Zurich to be quoted loco London and vice versa.

Trading Unit
The trading unit for platinum, palladium and silver is troy ounces (since the word “fine” is not used, the weight is irrespective of purity). For gold it is one fine troy ounce (“fine” meaning pure metal, i.e. the actual gold content based on 100 per cent. purity). The conversion factors between troy ounces and metric used by the Relevant Associations are: one troy ounce equals 31.1034768 grammes and one kilogramme equals 32.1507465 troy ounces.

The Fixing Price
The London market provides a metal pricing service whereby the fixing price is intended to represent the matching of orders from customers throughout the world. Historically the Fixings in each of the Relevant Markets took place by telephone every day on which members are open for dealing in London. Since 2014, a number of changes have been implemented to the Fixing Price for each type of Bullion to introduce new auction processes.

Gold
IBA/LBMA Gold Fixing

On 20 March 2015, ICE Benchmark Administration (“**IBA**”) began administering the operation of an electronic, tradable and auditable, over-the-counter auction market with the ability to settle trades in US dollars, Euros or Sterling for LBMA-authorised participating gold bullion banks or market makers (“**Gold Participants**”). This auction establishes a reference gold price for that day’s trading. This auction is the gold valuation replacement selected by the LBMA for the “London Gold Fix” previously determined by the London Gold Market Fixing Ltd. that was discontinued on 19 March 2015. The new auction process, like the previous gold fixing process, establishes and publishes fixed prices for fine troy ounces of gold twice each London trading day during fixing sessions beginning at 10:30 a.m. (the "**LBMA AM Gold Price**") and 3:00 p.m. (the "**LBMA PM Gold Price**").

EBS Precious Metals Market
The EBS Precious Metals Market, operated by EBS, a subsidiary of CME Group, is a regulated, electronic, and anonymous trading platform. It serves as a primary venue for spot trading in precious metals, including gold, for institutional participants such as banks and financial institutions. The platform operates on a continuous 24/5 basis, utilising a central limit order book to match buy and sell orders. Prices on the EBS platform are subject to real-time fluctuations driven by market supply and demand. The data generated from this platform is a key input for the calculation of various precious metals benchmarks and widely used for price discovery and risk management within the institutional market.

WMR Metals Benchmark Rates
The WMR Gold Benchmark rates, part of the WMR Metals Rates service, are administered by FTSE International Limited ("FIL") which is authorised and regulated by the Financial Conduct Authority (FCA) as a benchmark administrator under the UK Benchmarks Regulation. The WMR Gold benchmark rates are intended to reflect the underlying spot trading market and are primarily calculated from sampling executed trades and executable orders from the EBS Trading Platform..

Silver

On 2 October 2017, IBA began operating electronic auctions for spot, unallocated loco London silver, providing a market-based platform for buyers and sellers to trade. The auctions are run at 12:00pm London. The auction process runs on the ICE Trading Platform, which provides straight through processing (STP) for many firms and a full audit trail for compliance departments. This auction replaced the solution offered by CME Group Europe Limited ("**CME**") and Thomson Reuters Benchmark Services Limited ("**Thomson Reuters**") that operated from 15 August 2014. Prior to that a telephonic Silver fixing process was conducted by the silver fixing members.

Platinum and Palladium

On 1 December 2014, the London Metal Exchange ("**LME**") began administering the operation of electronic platinum bullion price fixing systems ("**LMEbullion**") that replicates electronically the manual London platinum and palladium fix processes previously employed by the London Platinum and Palladium Fixing Company Limited ("**LPPFCL**") as well as providing electronic market clearing processes for platinum and palladium bullion transactions at the fixed prices established by the LME pricing mechanism. The LME's electronic price fixing processes, like the previous London platinum and palladium fix processes, establishes and publishes fixed prices for troy ounces of platinum and palladium twice each London trading day during fixing sessions beginning at 9:45 a.m. (the "**LME AM Fix**" for platinum and palladium) and 2:00 p.m. (the "**LME PM Fix**" for platinum and palladium).

	Platinum	Palladium	Silver	Gold
Fixing times (approximate)	09.45	09.45	12.00	10.30
	14.00	14.00		15.00

III. UNDERLYING ASSETS - EQUITY ASSETS

Shares may be used as Underlying in respect of certain Products issued by the Issuer under the Programme. Such Share shall be a company share of any type listed or admitted to trading (a) on (i) a regulated market within the meaning of Article 4(1) no. 21 of MiFID II, as amended or (ii) a stock exchange that is regulated and supervised as such by a competent authority in its relevant jurisdiction (each, a "**Regulated Stock Exchange**") or (b) on a multilateral trading facility within the meaning of Article 4(1) no. 22 of MiFID II, as amended ("**MTF**") or (c) an alternative trading system as defined in title 17, §242.300 (a) of the United Stated Code of Federal Regulations ("**ATS**").

As used herein, the term Shares shall also comprise depositary receipts, such as American depositary receipts, European depositary receipts and global depositary receipts, which are instruments that represent shares in companies trading outside the markets in which the depositary receipts are traded.

The Final Terms of each Product will set out the specific Equity Asset for such Product, as well as the securities code, whereby item "Underlying" of Part A of the Final Terms of the relevant Product will specify the name as well as the securities code and the (primary) Regulated Stock Exchange of the Share, and the details of where information about the past and future performance of the Underlying and its volatility can be obtained free of charge.

IV. UNDERLYING ASSETS - CASH

The Issuer through the Custodian may hold cash as Underlying. Cash will form part of the Underlying Assets with respect to the ETPs, as specified in the Final Terms.

OFFERING AND SALE

Only Authorised Participants may subscribe for Products from the Issuer, acting as principals in respect of such subscriptions.

General

This Base Prospectus has been prepared on a basis that permits offers that are not made within an exemption from the requirement to publish a prospectus under Article 1(4) of the Prospectus Regulation (**Non-Exempt Offers**) in Sweden and any EEA Member State to which the approval of this Base Prospectus is notified by the SFSA in accordance with the Prospectus Regulation (each, a **Non-Exempt Offer Jurisdiction** and, together, the **Non-Exempt Offer Jurisdictions**). Any person making or intending to make a Non-Exempt Offer of Products on the basis of this Base Prospectus must do so only with the Issuer's consent, as described below.

In the context of any Non-Exempt Offer of Products, the Issuer accepts responsibility, in each of the Non-Exempt Offer Jurisdictions, for the content of this Base Prospectus in relation to any person (each, an **Investor**) who purchases any Products in a Non-Exempt Offer made by an Authorised Participant or another person that is an Authorised Offeror (as defined below), where that offer is made during the offer period specified in the relevant Final Terms (the **Offer Period**).

Consent to use this Base Prospectus

Except in the circumstances described below, the Issuer has not authorised the making of any offer by any offeror, and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any offer of the Products in any jurisdiction.

Any offer made without the consent of the Issuer is unauthorised and the Issuer does not accept any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Non-Exempt Offer, an Investor is offered Products by a person which is not an Authorised Offeror, the Investor should check with such person whether anyone is responsible for this Base Prospectus for the purpose of the relevant Non-Exempt Offer and, if so, who that person is. If an Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, the Investor should take legal advice.

The Issuer consents to the use of this Base Prospectus (as supplemented at the relevant time, if applicable) in connection with any Non-Exempt Offer of a Product in the Non-Exempt Offer Jurisdictions specified in the relevant Final Terms during the Offer Period by or to each of the following approved financial intermediaries (each, an **Authorised Offeror**):

- each Authorised Participant which either:
  - is expressly named as an Authorised Offeror in the Final Terms; or
  - is expressly named as an Authorised Participant on the Issuer's website: https://21shares.com/ir/aps (in which case, its name and address will be published on the Issuer's website).

The consent referred to above relates to Offer Periods occurring within 12 months from the date of approval of this Base Prospectus.

New information with respect to any financial intermediaries acting as Authorised Offerors that are unknown at the time of the approval of the Base Prospectus will be published on the Issuer's website.

The Issuer accepts responsibility for the content of this Base Prospectus also with respect to the subsequent resale or final placement of securities by any financial intermediary which was given consent to use this Base Prospectus.

Arrangements between an Investor and the Authorised Offeror who will distribute the Products

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

In the event of an offer being made by a financial intermediary, the financial intermediary will provide the information to investors on the terms and conditions of the offer at the time the offer is made.

An Investor intending to acquire or acquiring any Products from an Authorised Offeror will do so, and offers and sales of the Products to such Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between that Authorised Offeror and such Investor including as to price, allocations and settlement arrangements (the Terms and Conditions of the Non-Exempt Offer). The Issuer will not be a party to any such arrangements with such Investor, and, accordingly, this Base Prospectus does not contain such information. The Terms and Conditions of the Non-Exempt Offer shall be provided to such Investor by that Authorised Offeror at the time the offer is made. None of the Issuer or, for the avoidance of doubt, any other Authorised Offeror has any responsibility or liability for such information.

Selling Restrictions

General

The selling restrictions may be modified by the agreement of the Issuer and the Authorised Participants following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of the Products to which it relates or in a supplement to this Base Prospectus.

None of the Issuer or any Authorised Participant represents that the Products any at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Save for the approval of this Base Prospectus by the SFSA, which allows for a public offering of the Products and/or admission to trading on a regulated market in Sweden, and any notification of the approval to other EEA Member States in accordance with the Prospectus Regulation for the purposes of making a public offer in such Member States, no action has been or will be taken by the Issuer that would permit a public offering of any Products or possession or distribution of any offering material in relation to any Products in any jurisdiction where action for that purpose is required. No offers, sales, resales or deliveries of any Products or distribution of any offering material relating to any Products may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

Each Authorised Participant agrees in the relevant Authorised Participant Agreement that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Products or has in its possession or distributes this Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Authorised Participant shall have responsibility therefor.

No Products may be offered, sold or otherwise distributed in any jurisdiction where it is prohibited

Certain jurisdictions have introduced, and other jurisdictions may introduce, prohibition against and/or restrictions regarding the offering, selling and/or other distribution of transferable securities linked to one or more Crypto Assets, such as the Products, to all or certain categories of investors in such jurisdictions, including but not limited to, Belgium. Thus, and notwithstanding full compliance with the other selling restrictions set forth in this Base Prospectus, no Product may be offered, sold or otherwise distributed in any such jurisdictions to any such category(ies) of investors.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a **Relevant Member State**), each Authorised Participant has represented and agreed that with effect from and including the date on which the Prospectus Regulation is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Products which are the subject of this Base Prospectus as completed by the applicable Final Terms to the public in that Relevant Member State, except that the Products may, with effect from and including the Relevant Implementation Date, be offered to the public in that Relevant Member State:

(a) if the Final Terms in relation to the Products specifies that an offer of those Products may be made by the Authorised Participant(s) other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant Member State (a **Non-Exempt Offer**), following the date of publication of the Base Prospectus in relation to such Products which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-Exempt Offer, in accordance with the Prospectus Directive, in the period (if any) beginning and ending on the dates specified in such prospectus or Final Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-Exempt Offer;

(b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Authorised Participant or Authorised Participants nominated by the issuer for any such offer; or

(d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation;

provided that no such offer of Products referred to in (b) to (d) above shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation as soon as possible prior to the respective offer.

For the purposes of this provision, the expression “an offer of Products to the public” in relation to any Products in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Products to be offered so as to enable an investor to decide to purchase or subscribe the Products, as the same may be varied in that Member State by any measure implementing the Prospectus Regulation in that Member State and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (and amendments thereto) and includes any relevant implementing measure in each Relevant Member State.

The Final Terms in respect of any Products may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Products and which channels for distribution of the Products are appropriate. Any person subsequently offering, selling or recommending the Products (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU, as amended (**MiFID II**), is responsible for undertaking its own target market assessment in respect of the Products (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Authorised Participant subscribing for any Products is a manufacturer in respect of such Products, but otherwise neither the Authorised Participants nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules. For the avoidance of doubt, the Issuer is not a manufacturer or distributor for the purposes of MiFID II

United States of America

The Products have not been and will not be registered under the Securities Act and may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Each Authorised Participant represents and agrees in the relevant Authorised Participant Agreement that it has not offered or sold and will not offer and sell Products at any time, directly or indirectly, within the United States or its possessions or for the account or benefit of any U.S. person (as defined in Regulation S under the Securities Act) or any person that is not a Non-United States person (as defined by the U.S. Commodity Futures Trading Commission). Each Authorised Participant has further represented and agreed that it has not offered, sold or delivered and will not offer, sell or deliver Products except in accordance with Rule 903 of Regulation S, and that none of it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to such Products, and it and they have complied and will comply with the offering restrictions requirement of Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Products within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Offering materials for the offering of the Products have not been filed with or approved or disapproved by the SEC or any other state or federal regulatory authority, nor has any such regulatory authority passed upon or endorsed the merits of this offering or passed upon the accuracy or completeness of any offering materials. Any representation to the contrary is unlawful.

United Kingdom

Each Authorised Participant of the Products has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (**FSMA**)) received by it in connection with the issue or sale of any Products in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Products in, from or otherwise involving the United Kingdom.

Cautionary statement regarding suitability and appropriateness restrictions

The Products may not be a suitable investment for all investors. Each potential investor in the Products must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Products, the merits and risks of investing in the Products and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

(ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Products and the impact the Products will have on its overall investment portfolio;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Products, including Products with principal in one or more currencies, or where the currency for principal is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Products; and

(v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

No recommendations

Neither this Base Prospectus nor any other information supplied in connection with the Programme (i) is to be used as the basis of any credit assessment or other evaluation or (ii) is to be considered as a recommendation by the Issuer that any recipient of this Base Prospectus (or any other information supplied in connection with the Programme) should purchase any Products. Each Investor contemplating the purchase of any Products should make his or her own independent enquiries regarding the financial condition and business development of the Issuer and his or her own appraisal of their creditworthiness.

TAXATION

General

Warning: Tax legislation in the investor's home member state and the Issuer's member state may have an impact on any return received from the Products.

Potential U.S. withholding taxes pursuant to Section 871(m) of the Code in relation to "dividend equivalent" payments made on Equity Assets

Unless an exemption is met, a 30% withholding tax (which may be reduced by an applicable income tax treaty) is imposed under Section 871(m) of the United States Internal Revenue Code of 1986 on certain "dividend equivalents" paid or deemed paid to a non-U.S. holder with respect to a "specified equity-linked instrument" that references one or more dividend-paying U.S. Equity Assets or indices containing U.S. Equity Assets.

If withholding is required, any withholding amounts shall be deducted and the Issuer will not make payments of any additional amounts to compensate holders for the withholding. In anticipation of the potential withholding requirements, estimated tax may be withheld upon distribution throughout the year.

Tax status could change and vary year over year.

Investors should consult with their tax advisors regarding the application of Section 871(m) and the regulations thereunder in respect of their acquisition and ownership of the ETP's.

GENERAL INFORMATION

Authorisation

The Programme and the issuance of Products under the Programme have been duly authorised by the Board of Directors of 21Shares AG pursuant to a resolution dated as of 2 January 2026.

Approval of the Programme

The SIX Swiss Exchange has approved the Programme as of 13 November 2018.

Clearing Systems

The Products have been accepted for clearing through SIX SIS AG. If the Products are to be cleared through an additional or alternative clearing system, the appropriate information will be specified in the applicable Final Terms.

Suspension Rights of SIX Swiss Exchange and BX Swiss

For Products listed on the SIX Swiss Exchange and/or BX Swiss, SIX Exchange Regulation, the Regulatory Board and/or any other competent regulatory body of the SIX Swiss Exchange or BX Swiss may at the request of the Issuer or on its own initiative suspend the trading in the Products, (i) if such suspension is deemed necessary in exceptional cases, in particular, in the event of suspected price manipulation, falsification of liquidity or criminal activities and/or (ii) if listing requirements that must be met continuously during the term of the Products are no longer fulfilled, in particular if the custodian lacks or loses the authorization required pursuant to Art. 14 para. 4 of the ARETP of SIX Swiss Exchange or Art. 6 para 4 of the ARETP of BX Swiss. If trading in the Products has been suspended for a continuous three-month period, the Products will be delisted by the Regulatory Board of SIX Swiss Exchange or BX Swiss, unless the reasons for the suspension ceased to exist. The SIX Swiss Exchange, BX Swiss and/or its regulatory bodies accept no liability for damage or loss incurred in connection with the suspension of trading and delisting.

Recent events relevant for evaluation of Solvency

On 8 May 2019, the Issuer entered into a subordination agreement with Jura Pentium Limited, whereby the latter agreed to subordinate loans granted to the Issuer. Jura Pentium Limited has assumed and assumes all past, present and future liabilities of the Issuer other than as a result of, or arising under, any ETP issued by the Issuer in order to keep it solvent.

Save for the preceding paragraph, there has been no recent events particular to the Issuer and which are to a material extent relevant to an evaluation of the Issuer's solvency.

No Significant Change etc.

There has been (i) no significant change in the financial performance of the Issuer and (ii) no significant change in the financial position of the Issuer, in each case since the end of the last financial period for which financial information has been published (being 30 June 2025) to the date of this Base Prospectus. There has been no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements (being 31 December 2024).

Trend Information

Save as disclosed in the section "No Significant Change etc." above, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for the current financial year.

Legal, Administrative and Arbitration Proceedings

21Shares AG has not been involved in any governmental, legal or arbitration proceedings which may have or have had during the 12 months preceding the date of this Base Prospectus a significant effect on the financial position or prospects of 21Shares AG, nor are, so far as 21Shares AG is aware, any such proceedings pending or threatened.

Reasons for the Offers and Use of Proceeds

Unless otherwise stated in the relevant Final Terms, the reason for any offer being made under the Base Prospectus is to generate general corporate income for the Issuer. Management fees represent the Issuer's main source of income and are determined by the amount of AUM, the predetermined management fee rate, and the price of cryptocurrencies.

The Issuer intends to use the net proceeds from each issue of Products for the purchase of the Underlying or Underlying Component to be used as Collateral. Please refer to "Collateral & Summary of Security Arrangements" for details of the collateralisation.

Third Party Information

No person is authorised to provide any information or to make any representation not contained in or not consistent with this Base Prospectus, the Final Terms or any other information supplied by the Issuer in connection with the Programme. Investors should not rely upon information or representations that have not been given or confirmed by the Issuer.

Where information in this Base Prospectus has been sourced from third parties including, *inter alia*, under the caption "*General Description of Certain Underlyings or Underlying Components*", this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where such information used.

No verification by other parties

None of the Authorised Participants, the Administrators, Bank Frick AG (the **Global Paying Agent**), Coinbase Crypto Services, LLC (doing business as Bison Trails), the relevant Custodian(s), the Collateral Agent, any Product Calculation Agent, any Index Calculation Agent, any Swiss Paying Agent or any listing agent has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by such parties as to the accuracy or completeness of the information contained herein, or any other further information prepared by the Issuer and supplied in connection with the Programme or any of the Products or their distribution.

Post-Issuance Information

The Issue Price and the number of the relevant Products will be determined before filing of the applicable Final Terms of each Series based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any of the indices or Products.

Incorporation by Reference

The information in the following documents is incorporated by reference into this Base Prospectus and constitute an integral part of this Base Prospectus:

No.	Document	Incorporated section	Page
1	The Issuer's interim unaudited IFRS financial statements for the period ended on 30 June 2025	- Condensed statement of profit or loss and other comprehensive income	12
		- Condensed statement of financial position	13 14
		- Condensed statement of changes in equity	15
		- Condensed statement of cash flows	16-22
		- Notes to the condensed financial statements	
2	The Issuer's audited IFRS financial statements for the year ended on 31 December 2024 including the independent auditor's report, dated 26 April 2025	- Report of the statutory auditor to the general assembly	13-16
		- Statement of profit or loss and other comprehensive income	17
		- Statement of financial position	18
		- Statement of changes in equity	19
		- Statement of cash flows	20
		- Notes to the financial statements	21-39
3	The Issuer's audited IFRS financial statements for the year ended on 31 December 2023 including the independent auditor's report, dated 26 April 2024	- Report of the statutory auditor to the general assembly	11-12
		- Statement of financial position	13
		- Statement of profit or loss and other comprehensive income	14
		- Statement of changes in equity	15
		- Statement of cash flows	16
		- Notes to the financial statements	17-21

The documents listed above are available in electronic format at the Issuer's website https://21shares.com/ir/financials. This website does not form part of this Base Prospectus (other than where information has been explicitly incorporated by reference into this Prospectus) and has not been scrutinised or approved by the SFSA.

Any non-incorporated parts of a document referred to herein are either not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

Documents available

During the validity of this Base Prospectus or, if longer, for so long as Products remain outstanding, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the registered office of the Issuer in printed form:

- the Issuer's up to date Articles of Association (*Statuten*) and Public Deed of Incorporation (*Öffentliche Beurkundung*);
- the Issuer's financial statements;
- the Final Terms in respect of each Series of Products; and
- this Base Prospectus.

During the term of the Products, the documents listed above are available in electronic format at the Issuer's website https://21shares.com/ir/notices/. This website does not form part of this Base Prospectus (other than where information has been explicitly incorporated by reference into this Prospectus) and has not been scrutinised or approved by the SFSA.

Documents available on request

For so long as Products remain outstanding, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the registered office of the Issuer in printed form:

- each Authorised Participant Agreement;
- each Custodial Services Agreement;
- the Administration Agreement;
- the Collateral Agent Agreement;
- each Pledge of Collateral Account Agreement;
- the Additional Pledge Agreements;
- each Account Control Agreement; and
- the market making agreement in respect of each Series of Products.

During the term of the Products, the Transaction Documents can be ordered by an Investor free of charge from 21Shares AG at Pelikanstrasse 37, 8001 Zurich, Switzerland, via e-mail etp@21shares.com.

The documents listed above may be made available in redacted form in order to address legitimate privacy or secrecy concerns, such as with respect to information which may infringe on business secrecy or data privacy.

Websites

Any website mentioned in this Base Prospectus does not form part of this Base Prospectus (other than where information has been explicitly incorporated by reference into this Prospectus) and have not been scrutinised or approved by the SFSA.

Description of Service Providers

BlueFin Europe LLP

Bluefin Europe LLP, incorporated on 14 August 2008 and located at 110 Bishopsgate, London, England, EC2N 4AY is a Limited liability partnership operating under the laws of England. It is registered with Companies House under Company number OC339361.

DRW Europe B.V.

DRW Europe B.V. located at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, is a private limited liability company operating under the laws of the Netherlands. It is registered with The Netherlands Chambers of Commerce with register number 72017163.

Société Générale

Société Générale was incorporated on May 4, 1864 and located at 29 Boulevard Haussmann, 75009 Paris, France. It is a company operating under the laws of France. It is registered under Registration Number 552 120 222.

Bank Frick AG

Bank Frick AG, a joint stock company, FL-0001.548.501-4, with registered office at Landstrasse 14, 9496 Balzers, Principality of Liechtenstein, was established in 1998 by the Liechtenstein trustee Kuno Frick sen. together with financial investors from Austria. Bank Frick has been family-run since its foundation as a licensed universal bank in 1998 and it adopts an entrepreneurial approach. Today the Bank is entirely owned by the Kuno Frick Family Foundation (KFS). The Bank employs over 190 members of staff at its Balzers office and operates a branch in London, UK. Bank Frick specialises in banking for professional clients and provides a fully integrated offering of classic banking and blockchain banking services. Its clients include fintechs, asset managers, payment service providers, family offices, fund promoters, pension funds and fiduciaries. The Bank’s shareholders' equity at the end of 2021 amounted to CHF 97 million and its net profit to CHF 9.8 million.

According to article 3 of the articles of incorporation dated 3 November 2015 of Bank Frick AG, the company was established to conduct “…as a universal bank and Liechtenstein private bank of its business district commercial banking operations of all kinds for its own account and for the account of third-parties in Liechtenstein and abroad”.

Bitwise Index Services, LLC

Bitwise Index Services, LLC is a delaware Limited Liability Company located at 300 Brannan Street, Suite 201, San Francisco, CA 94107. Bitwise Index Services, LLC was formed on June fourth, 2018 in the State of Delaware. Bitwise Index Services, LLC is a Limited Liability Company formed pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C §18-101, et seq., as may be amended or succeeded from time to time. Bitwise Index Services, LLC is formed in the State of Delaware since June 4, 2018. Bitwise Asset Management, Inc., a Delaware corporation, is the sole member and managing member of Bitwise Index Services, LLC. Bitwise Index Services, LLC. acts as Index Calculation Agent with respect to the Products.

According to the Limited Liability Company Agreement of Bitwise Index Services, LLC effective as of June 4, 2018, Bitwise Index Services’ purpose is to engage in any and all businesses or activities in which a limited liability company may be engaged under applicable law.

Flow Traders B.V.

Flow Traders B.V., incorporated on 11 November 1991 and located at Jacob Bontiusplaats 9, 1018LL, Amsterdam, The Netherlands, is a private limited liability company operating under Netherlands law. It is registered with The Netherlands Chambers of Commerce with date of entry on 2 December 1991 and register number 33223268.

According to article 2.2 of Flow Traders B.V.'s articles of association, the objective of its business is trading in financial instruments for its own account and own risk, in a market maker capacity as permitted.

Flow Traders B.V. is part of the Flow Traders Group. Its ultimate parent is Flow Traders N.V., which is listed on Euronext Amsterdam. Flow Traders has APAC and U.S. affiliates.

Goldenberg Hehmeyer LLP

Goldenberg Hehmeyer LLP was incorporated on 01 December 2005, and located at Floor 11, Tower 42, 25 Old Broad Street, London EC2N 1HQ, United Kingdom, and is a private limited liability company operating under the laws of England. It is registered with the Companies House under Company Number OC316522.

Virtu Financial Ireland Limited

Virtu Financial Ireland Limited was incorporated on June 11, 2009 and is located at Whiteaker Court, Whitaker Square, Third Floor, Block C, Sir John Rogerson's Quay, Dublin, Ireland. It is a company operating under the laws of Ireland. It is registered under Registration Number 471719.

For more information about our Authorised Participants please visit https://21shares.com/ir/aps/

ISP Securities AG

ISP Securities AG, Aktiengesellschaft, CHE-107.536.101, was incorporated in 1993 and is located at Bellerivestrasse 45, 8008 Zurich, Switzerland.

ISP Securities AG is a Swiss securities dealer subject to the supervision of the Swiss Financial Market Authority FINMA. It is part of ISP Group AG, which offers wealth management, capital markets and institutional investment services, including custody and trading.

According to article 2 of ISP Securities AG's articles of association dated 2 November 2010, its purpose is to provide services as a securities dealer in the field of asset management, investment advice and securities trading in Switzerland and abroad.

Jane Street Financial Limited

Jane Street Financial Limited is a limited liability company, incorporated on 13 April 2007 under the laws of England and Wales with company number 06211806 and with its registered office located at Floor 30, 20 Fenchurch Street, London, EC3M 3BY, United Kingdom. Jane Street Financial Limited is a registered dealer authorised and regulated by the U.K. Financial Conduct Authority. Jane Street Financial Limited is a wholly owned subsidiary of Jane Street Group, LLC, a quantitative trading firm, which engages in the trading of a range of financial products, including exchange traded funds, equities, futures, commodities, options, bonds and currencies. Jane Street Group LLC has its registered office located at c/o United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, DE 19904.

Jane Street Financial Limited is a global liquidity provider and market maker. Jane Street Financial Limited is an active participant on electronic security exchanges and is one of the largest exchange traded fund liquidity providers in the world.

JPMorgan Chase Bank, N.A.

JPMorgan Chase Bank, N.A. is a national banking association organised under U.S. federal law on 13 November 2004. JPMorgan Chase Bank, N.A. is a member of the U.S. Federal Reserve System and its U.S. Federal Reserve Bank Identification Number is 852218. JPMorgan Chase Bank, N.A.'s LEI is 7H6GLXDRUGQFU57RNE97. JPMorgan Chase Bank, N.A. offers a wide range of banking services to its customers both in the United States and internationally, including investment banking, financial services for consumers and small businesses, commercial banking, financial transaction processing and asset management. JPMorgan Chase Bank, N.A. is directly wholly owned by JPMorgan Chase & Co. and its principal bank subsidiary. As such, it will be subject to the risks of the JPMorgan Chase group including regulatory, legal and reputation risks, political and country risks, market and credit risks, liquidity and capital risks and operational, strategic, conduct and people risks, and affected by events which impact the JPMorgan Chase group.

Lang & Schwarz TradeCenter AG & Co. KG

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.

Kaiko Indices SAS, owner of the registered trademark "Vinter"

Kaiko was incorporated on 3 November 2014 as a company limited by shares (Société par Actions Simplifiée - S.A.S) registered in France. Its company registration number (SIREN) is 807 388 376 R.C.S. Paris. The registered address is 128 rue La Boétie, 75008 Paris, France, with operational offices in New York, London, Paris, and Singapore.

According to its articles of association, its business purpose is the research and development as well as the creation of management software and financial analysis and risk management solutions intended for financial institutions (banks, brokerage companies, portfolio management companies) and private individuals.

Kaiko Indices was approved by the French Financial Markets Authority (Autorité des marchés financiers - AMF) with an effective date of 25 April 2022 as a registered benchmark administrator under the EU Benchmarks Regulation (BMR). The European Securities and Markets Authority (ESMA) has included Kaiko Indices in its register referred to in Article 36 of the Benchmark Regulation and consequently any indices provided by Kaiko Indices are provided by an administrator included in said register. Kaiko operates as part of the Kaiko group structure.

Copper Markets (Switzerland) AG

Copper Markets (Switzerland) AG is a Swiss corporation registered in the commercial register of the Canton of Zug, Switzerland, with registration number CHE-477.629.838, incorporated on March 9, 2022, with unlimited duration and having its seat and head office address at Gotthardstrasse 26, 6300, Zug, Switzerland.

Copper Markets (Switzerland) AG is registered with Verein zur Qualitätssicherung von Finanzdienstleistungen (VQF) a Self-Regulatory Organisation (SRO) officially recognised by the Swiss Financial Market Supervisory Authority FINMA, the VQF supervises its members with regard to the combating of money laundering and the prevention of the financing of terrorism.

“Copper" and "Copper.co" are trading names of Copper Markets (Switzerland) AG. Copper Markets (Switzerland) AG is 100% subsidiary of Copper Markets (Switzerland) AG a limited liability company registered in England with company registration number 11148681, incorporated at Companies House on 15 January 2018, with its registered and head office address at 3rd Floor, 64 North Row, London W1K 7DA, United Kingdom.

Copper Markets (Switzerland) AG provides custodial, exchange and settlement services for digital assets to institutional and high-net worth clients. Copper Markets (Switzerland) AG supports the custody of digital assets across cold, hot, warm and proxy wallets.

The safeguarding and custody of digital assets is the core and flagship element of the business of Copper Markets (Switzerland) AG which it provides through its proprietary and secure digital asset custody infrastructure. Copper Markets (Switzerland) AG uses its unique multi-party computation technology to securely generate key shards simultaneously but in isolation in a secure environment. Key shards may then be kept on or offline to ensure ultimate security and control of digital assets, with key shards combining to co-sign transactions remotely, removing the risk of private key exposure.

The parent company of Copper Markets (Switzerland) AG, Copper Technologies (UK) Limited, has ISO 27001 accreditation and is registered with the US Department of the Treasury’s Financial Crimes Enforcement
Network (FinCEN) as a Money Services Business. Copper Technologies (UK) Limited has an Aon brokered crime insurance policy and has the Cyber Essentials Plus certification, a UK Government-backed scheme to help organisations protect against cyber attacks. Copper Markets (Switzerland) AG will have the benefit of the insurance policy written to Copper Technologies (UK) Limited.

Any digital assets held in custody in vaults by Copper Markets (Switzerland) AG for its clients, including the Issuer, are and will remain segregated from both proprietary assets of Copper Markets (Switzerland) AG and the assets of its other clients.

Coinbase Custody Trust Company, LLC

Coinbase Custody Trust Company, LLC is a limited purpose trust incorporated under the laws of the State of New York in the United States of America and is chartered, supervised and examined by the New York Department of Financial Services. The term of existence of the company is 100 years. Coinbase Custody Trust Company, LLC is located at 200 Park Avenue South, Suite 1208, New York, NY 10003, USA. It received its charter on 22 October 2018. Coinbase Custody Trust Company, LLC is a subsidiary of Coinbase Global, Inc. Affiliates of Coinbase Custody Trust Company, LLC provide various services to Coinbase Custody Trust Company, LLC, including engineering, sales support, marketing, communications, information technology, security, business operations, tax, strategy, finance, accounting, human resources, customer support, compliance, and legal advice.

Founded in 2018, Coinbase Custody Trust Company, LLC is a fiduciary under § 100 of the New York Banking Law and a qualified custodian licensed to custody clients’ Crypto Assets in trust on clients’ behalf. *As of August 9th, 2022, the company served over 1600 clients and has over U.S. $43 billion in assets under custody*. Coinbase Custody Trust Company, LLC’s corporate office is located in New York, New York, USA. The purpose of the company is to offer qualified custody services and pursuant to Article 9 of the company’s articles of organization, the company is to exercise the powers conferred by § 100 of the New York Banking

Law and the company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of the fiduciary powers specified in § Section 100 of the New York Banking Law.

Coinbase Crypto Services, LLC (doing business as Bison Trails)

Coinbase Crypto Services, LLC (USA), doing business as Bison Trails (**Bison Trails**), will act as a delegated staking service with respect to certain Underlyings or Underlying Components serving as Collateral. Bison Trails is a Delaware limited liability company with its head office located at 16 Vestry Street, New York, NY 10013, and with its registered office located at 1209 Orange St., Wilmington, DE 19801. Bison Trails is organized under Delaware law, was formed as a Delaware limited liability company via filing of its Certificate of Formation with the State of Delaware on December 7, 2020 with an indefinite intended duration, and has been assigned registration file number 4368135. Bison Trails was initially formed as Bison Trails Co., a Delaware corporation, and was subject to a merger resulting in the existence of Bison Trails in its current form as Coinbase Crypto Services, LLC.

As provided in Article III of the Amended and Restated Articles of Incorporation of Bison Tails Co., the stated purpose of Bison Trails is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

Bison Trails is a wholly owned subsidiary of Coinbase Global, Inc., a Delaware corporation.

Anchorage Digital Bank N.A.

Anchorage Digital Bank National Association ("**ADB**") is a chartered National Trust Bank with the Office of the Comptroller of the Currency, and offers custody services for digital assets. The Digital Asset Custodian is subject to OCC oversight and has a proven track record in the industry of providing custodial services for digital asset private keys. The Digital Asset Custodian provides insured safekeeping of digital assets using an HSM based cold storage security platform designed to provide offline security of the digital assets held by the Digital Asset Custodian. The Digital Asset Custodian has insurance coverage as a subsidiary under its parent company, Anchor Labs, Inc., which procures fidelity (e.g., crime) insurance to protect the organization from risks such as theft of funds. The insurance program is provided by a syndicate of industry-leading insurers. Anchorage Digital Bank National Association is required to comply with the Bank Secrecy Act ("**BSA**"), sanctions regulations including those issued by the Office of Foreign Assets Control ("**OFAC**"), the Foreign Corrupt Practices Act ("**FCPA**"), and all other applicable U.S. laws, regulations, and guidance.

BitGo Bank and Trust, NA.

BitGo Trust Company was founded September 14, 2018. BitGo provides secure and scalable solutions for the digital asset economy, offering regulated custody and core infrastructure to investors and builders alike. Founded in 2013 – the early days of crypto – BitGo pioneered the multi-signature wallet and later built TSS to improve upon other companies' MPC offerings. BitGo launched BitGo Trust Company, 6216 S Pinnacle Pl #101m Sioux Falls, SD 57108, United States, in 2018, providing fully regulated, qualified cold storage.

The Law Debenture Trust Corporation p.l.c.

Law Debenture is a public limited company with company number 01675231, which was incorporated on 2 November 1982 under the laws of England and Wales. Law Debenture has its registered office at Fifth Floor, 100 Wood Street, London, EC2V 7EX.

Law Debenture is a subsidiary of The Law Debenture Corporation p.l.c., which is listed on the London Stock Exchange.

Pursuant to Article 4 of Law Debenture's memorandum of association dated 5 August 1998, its principal business purpose is to carry on business as a trust corporation and to undertake any trust or trust business.

NAV Consulting, Inc.

NAV Consulting, Inc. is a corporation with identification number 57619562 incorporated under the laws of the State of Illinois in the United States. NAV Consulting has its registered office at 8220 Lincoln Avenue, Skokie, IL 60077. Founded in 1991, NAV is a privately owned fund administrator recognized for its comprehensive, cost-effective fund administration solutions to funds across the globe -- including hedge funds, private equity funds, and digital assets funds. NAV Consulting was established to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the Illinois Business Corporation Act of 1983, as amended.

MarketVector Indexes GmbH

MVIS was incorporated on 6 June 2011 as a German limited liability company (*Gesellschaft mit beschränkter Haftung*). It is registered with the commercial register at the local court of Frankfurt am Main, Germany, under the number HRB 91272 and has its registered office at Kreuznacher Strasse 30, 60486 Frankfurt am Main.

Pursuant to section 3 of MVIS' articles of association, MVIS' business object is primarily research, development and maintenance of indices related to financial products. MVIS is a wholly-owned subsidiary of Van Eck (Europe) GmbH, which is a wholly-owned subsidiary of Van Eck Associates.

APPENDIX I - GLOSSARY OF FREQUENTLY USED DEFINED TERMS

51% attack means a negative action undertaken against a particular blockchain network by a single minor, or group of miners acting in concert, who control (even temporarily) a majority of the network mining power of a particular blockchain network.

ACA means (i) the account control agreement dated 15 April 2019, governed by the laws of New York, entered into between the Issuer, Coinbase Custody Trust Company, LLC, and the Collateral Agent with respect to the respective Collateral Account or (ii) the account control agreement dated 31 March 2022, governed by the laws of England, entered into between the Issuer, JPMorgan Chase Bank N.A., and the Collateral Agent with respect to the respective secured accounts and secured property or (iii) the account control agreement dated 27 June 2022, governed by the laws of England, entered into between the Issuer, Copper Markets (Switzerland) AG and the Collateral Agent with respect to the respective Collateral Account or (iv) the account control agreement dated 27 October 2023 by and between the Issuer, Zodia Custody Limited and the Collateral Agent or (v) the account control agreement dated 14 February 2024 by and between the Issuer, Coinbase Custody International, Ltd. and the Collateral Agent or (vi) the account control agreement dated 21 October 2024, governed by the laws of New York, entered into between the Issuer, Anchorage Digital Bank N.A. and the Collateral Agent or (vii) the account control agreement dated 21 October 2024, governed by the laws of New York, entered into between the Issuer, BitGo Bank and Trust, NA. and the Collateral Agent or (viii) any other account control agreement specified in the Final Terms, as applicable.

Administrator means NAV Consulting, Inc., as specified in the relevant Final Terms and any successor administrator(s).

Airdrop means the equivalent of a special dividend in kind which results in the creation or allocation of new units of an existing asset serving as an Underlying or Underlying Component (as defined below) to participants in the blockchain. The new units of Crypto Asset are allocated to some but not necessarily all participants on a blockchain and are typically designed to incentivise specific behaviour in the network (i.e., increased participation, maintaining infrastructure etc.).

AMLA means the Swiss Anti-Money Laundering Act.

Allocated Precious Metals Accounts Agreement means the allocated precious metals accounts agreement, dated on or about 31 March 2022, between the Issuer and JPMorgan Chase Bank, N.A.

ARETP means the SIX Additional Rules for the Listing of Exchange Traded Products.

Auditor means KPMG AG, Zürich, Switzerland or any successor auditor.

Authorised Exchange means any exchange on which a Person or an Entity can transact in Crypto Assets which has been approved by the Issuer, the relevant Custodian(s) and the Authorised Participants.

Authorised Offeror means each Authorised Participant which either is expressly named as an Authorised Offeror in the relevant Final Terms or is expressly named as an Authorised Participant on the Issuer's website.

Authorised Participant means the authorised participant for each Tranche of Products as specified in the relevant Final Terms.

Authorised Participant Agreement means the authorised participant agreement entered into between the Issuer and the Authorised Participant and as specified in the relevant Final Terms.

BA means the Swiss Banking Act.

Bitwise means Bitwise Index Services, LLC.

BX Swiss or **BX** means the BX Swiss AG.

CCIX means the CCData Aggregated Index provided by *CoinDesk Indices, Inc.* (who acquired CC Data Limited in October 2024).

CCIXB means the CCData Blended Prices provided by *CoinDesk Indices, Inc.* (who acquired CCData Limited in October 2024).

CCIX/CCIXB Prices means the relevant crypto prices as calculated in accordance with CCIX or CCIBX, respectively.

CISA means the Swiss Federal Act on Collective Investment Schemes, as amended.

CISO means the Swiss Federal Ordinance on Collective Investment Schemes.

CO means the Swiss Code of Obligations.

Coinbase means Coinbase Custody Trust Company, LLC.

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

Collateral Account means (i) the account or sub-account, as applicable, administered by the relevant Custodian(s) and opened for the Products and (ii), where applicable, the accounts established pursuant to the Allocated Precious Metals Accounts Agreement and the Unallocated Precious Metals Accounts Agreement.

Collateral Agent or **Law Debenture** means The Law Debenture Trust Corporation p.l.c. and any successor Collateral Agent.

Commodity Asset Collateral means the amount of Commodity Assets collateralizing the Product and credited to the relevant Collateral Account.

Commodity Assets means the commodity(ies) in the form of precious metal specified as Underlying Component(s) in the applicable Final Terms.

Contributor means each relevant input data provider with respect to an index.

Copper means Copper Markets (Switzerland) AG.

Crypto Assets means any digital asset(s) within the range of crypto assets directly or indirectly related to the 200 largest cryptocurrencies or currencies measured by market capitalization in USD (at the time of initial listing of the Product), as published on the price source coinmarketcap.com.

Custodian means Coinbase Custody Trust Company, LLC, Copper Markets (Switzerland) AG, Bank Frick AG, JPMorgan Chase Bank, N.A., Anchorage Digital Bank N.A., BitGo Bank and Trust, NA., as specified in the applicable Final terms or any successor or additional custodian.

Custodial Services Agreement means (i) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated on or about 15 April 2019 between the Issuer and Coinbase Custody Trust Company, LLC, as may be amended and/or supplemented and/or restated from time-to-time or (ii) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated 27 June 2022 between the Issuer and Copper Markets (Switzerland) AG, as may be amended and/or supplemented and/or restated from time-to-time or (iii) the Unallocated Precious Metals Account Agreement dated on or about 31 March 2022 between the Issuer and JPMorgan Chase Bank, N.A. as may be amended and/or supplemented and/or restated from time-to-time or (iv) the Allocated Precious Metals Account Agreement dated on or about 31 March 2022 between the Issuer and JPMorgan Chase Bank, N.A., as may be amended and/or supplemented and/or restated from time-to-time, (v) the custodial services agreement in relation to assets collateralising Products issued under the Programme dated December 23, 2019 between Bank Frick AG and the Issuer, as may be amended and/or supplemented and/or restated from time-to-time or (vi) the digital assets custody agreement dated 19 September 2023 by and between the Issuer and Zodia Custody Limited or (vii) the prime broker custody agreement dated 7 February 2024 by and between the Issuer and Coinbase Custody International, Ltd., or (viii) the master custody service agreement in relation to assets collateralising Products issued under the Programme dated 21 October 2024 between Anchorage Digital Bank N.A. and the Issuer, as may be amended and/or supplemented and/or restated from time-to-time or (ix) the BitGo custodial services agreement in relation to assets collateralising Products issued under the Programme dated 21 October 2024 between BitGo Bank and Trust, NA. and the Issuer, as may be amended and/or supplemented and/or restated from time-to-time or (x) any other custodial services agreement specified in the applicable Final Terms, as applicable.

DEBA means the Swiss Federal Debt Enforcement and Bankruptcy Act, as amended.

Double Spending means the act of permitting coins to be spent on multiple occasions and, due to having sufficient network control, confirming and posting these transactions to the blockchain.

DPoS means a Delegated Proof of Stake consensus architecture.

Equity Asset means the equity asset specified as Underlying in the relevant Final Terms.

EU means the European Union.

EUR, **Euro** or **€** means the participating member states in the third stage of the Economic and Monetary Union of the Treaty establishing the European community.

Event of Default has the meaning given to it in Condition 20.1 of the General Terms and Conditions.

Extraordinary Events means any event of fraud, theft, cyber-attack, change in regulations and/or a similar event.

Fiat currency means a currency issued by a central bank or Government, such as the U.S. Dollar or the Euro.

Final Terms means, in relation to a Tranche, the Final Terms issued specifying the relevant issue details of such Tranche, as from time-to-time amended, supplemented or replaced.

FINMA means the Swiss Financial Market Authority.

FinSA means the Swiss Financial Services Act.

Flow Traders means Flow Traders B.V.

FMIA means the Financial Market Infrastructure Act.

Fork Event means an event where a developer or group of developers split the code base powering a Crypto Asset that serves as an Underlying or Underlying Component into two or more branches of variations of development, resulting in the creation of a new asset which derives from the original blockchain of the respective Underlying or Underlying Component.

FSMA means the Financial Services and Markets Act 2000, as the same may be amended from time-to-time, or any successor legislation.

General Terms and Conditions for Crypto Assets and/or Commodity Assets means in respect of the Products related to Crypto Assets and/or Commodity Assets of each Series the terms and conditions applicable thereto which shall be substantially in the form set out in this Base Prospectus.

General Terms and Conditions for Equity Assets means in respect of the Products related to Equity Assets of each Series the terms and conditions applicable thereto which shall be substantially in the form set out in this Base Prospectus.

Global Paying Agent or **Bank Frick** means Bank Frick AG.

ICO means an initial coin offering.

IOF means MVIS's independent oversight function

Issue Price per Product means the Crypto Asset Collateral, Equity Asset Collateral and, where applicable, the Commodity Asset Collateral, specified in the Final Terms.

Issuer means 21Shares AG.

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.

Issuer Security Enforcement Proceeds has the meaning given to it in Condition 21.2 of the General Terms and Conditions.

Insolvency Event means the opening of bankruptcy proceedings within the meaning of DEBA with respect to the Issuer.

Investor(s) means the investors in the Product(s).

Jane Street means Jane Street Financial Limited.

Jura Pentium Servicing Entity means Jura Pentium AG.

Market Maker means each such person that has entered into a contract as a market maker in accordance with the rules of the SIX.

MiFID II means Directive 2014/65/EU.

MVIS means MarketVector Indexes GmbH

OTC means over the counter.

Paying Agency Agreement means the agency agreement between the Issuer and the Global Paying Agent in relation to the Programme, as may be amended and/or supplemented and/or restated from time-to-time.

PCF means portfolio composition file.

Pledge of Collateral Account Agreement means (i) the Pledge of Collateral Account Agreement governed by the laws of New York dated on or about 15 April 2019 between, the Issuer, as pledgor, and the Collateral Agent, as collateral agent, in respect of the Collateral, as may be amended and/or supplemented and/or restated from time-to-time or (ii) the security agreement governed by the laws of England dated 18 August 2021 between, the Issuer, as assignor, and the Collateral Agent, as collateral agent, in respect of the Collateral, as may be amended and/or supplemented and/or restated from time-to-time, (iii) the pledge of collateral account agreement, dated on or about 31 March 2022 and governed by the laws of England, entered into between the Issuer and the Collateral Agent with respect to the accounts established under the Allocated Precious Metals Accounts Agreement and the Unallocated Precious Metals Accounts Agreement, respectively, or (iv) any other pledge of collateral account agreement specified in the applicable Final Terms, as applicable.

Product or **ETP** means the exchange traded products of each Series issued in accordance with the General Terms and Conditions.

Product Documentation means, in respect of each Series of Products, the relevant General Terms and Conditions, as completed by the relevant Final Terms.

Programme means the exchange traded products programme of the Issuer as described in this Base Prospectus.

Prospectus Regulation means Regulation (EU) 2017/1129, as amended.

Redemption Amount has the meaning given to it in Condition 1 of the General Terms and Conditions.

Redemption Order has the meaning given to it in Condition 5.2 of the General Terms and Conditions.

Redemption Period has the meaning given to it in Condition 5.2 of the General Terms and Conditions.

Regulatory Call means the redemption by the Issuer of all outstanding Products, *inter alia*, for reasons of regulatory changes affecting the Products or any of the Underlyings in accordance with Condition 11 of the General Terms and Conditions.

SEC means the Securities and Exchange Commission of the United States of America.

Secured Obligations means the Issuer's obligations to pay the Redemption Amount of the Products.

Securities Act means the U.S. Securities Act of 1933, as amended.

Securities Account means the account for dedicated storage as well as sending and receiving capabilities related to Equity Assets.

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

Series means a series of Products issued under the Programme comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the issue date and their issue price) have identical terms on issue.

Servicing Agreement means the servicing agreement entered into between the Issuer and the Jura Pentium Servicing Entity dated 28 February 2022.

SFSA means the Swedish Financial Supervisory Authority (Sw.: *Finansinspektionen*).

Equity Assets means the share(s) specified as Underlying Component(s) in the applicable Final Terms.

SIX Swiss Exchange or **SIX** means the SIX Swiss Exchange AG.

SIX Member means an account holder on SIX.

Swiss Paying Agent means the Swiss bank or securities dealer performing the paying agency function for a particular Series of Products for the purposes of the regulations of the SIX Swiss Exchange as set forth in the relevant Final Terms.

Swiss Paying Agent Appointment Letter means the letter from the Issuer appointing the Swiss Paying Agent listed in the relevant Final Terms in relation to a Series of Products.

Tax Call means the redemption by the Issuer of all outstanding Products at any time, *inter alia*, for certain tax reasons in accordance with Condition 12 of the General Terms and Conditions.

Tranche means Products of the same Series, which are identical in all respects except for the Issue Date and the Issue Price.

Transaction Documents means the Product Documentation, the Security Documents, the Servicing Agreement, the Custodial Services Agreement, the Administration Agreement, the Collateral Agent Agreement, the Paying Agency Agreement, the Swiss Paying Agent Appointment Letter and the Authorised Participant Agreements.

UCC means the Uniform Commercial Code.

U.S.$ or **U.S. Dollar** means the currency of the United States of America.

Unallocated Precious Metals Accounts Agreement means the unallocated precious metals account agreement, dated 31 March 2022, governed by the laws of England, entered into between the Issuer and JPMorgan Chase Bank, N.A.

VanEck means Van Eck Associates Corporation.

Wallet (or Digital Wallet or Cryptocurrency Wallet or Crypto Wallet) means a software program where a private key (secret number) and public address for every Crypto Asset address that is saved in the wallet of the person or person who owns the balance.

Wallet Provider means a service or platform that offers users a dedicated storage as well as sending and receiving capabilities related to Crypto Assets.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

NAMES AND ADDRESSES

REGISTERED AND PRINCIPAL OFFICES OF THE ISSUER		
	21Shares AG **Pelikanstrasse 37** **8001 Zurich** **Switzerland**	
GLOBAL PAYING AGENT		
	Bank Frick AG **Landstrasse 14, 9496 Balzers,** **Principality of Liechtenstein**	
AUDITORS TO THE ISSUER		
KPMG AG **Badenerstrasse 172** **8004 Zurich** **Switzerland**		
LEGAL ADVISERS		
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