

This Base Prospectus is dated 12 November 2021



**21Shares AG**  
(incorporated in Switzerland)

### Exchange Traded Products Programme

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Under the terms of its Exchange Traded Products Programme (the **Programme**) described in this Base Prospectus (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, supplemented and/or amended by the final terms in respect of the relevant Product (the **Final Terms**).

The Products may include ETPs based on underlying asset(s) to be specified in the relevant Final Terms, including, but not limited to, specified Crypto Assets (as defined herein) and baskets or indices consisting thereof or a combination thereof. Neither the Products nor the Issuer are, or are expected to be, rated.

The Products will be issued in series (each, a **Series**). Each Series will be subject to the General Terms and Conditions set forth in this Base Prospectus (the **General Terms and Conditions**), as completed, supplemented and/or amended 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.

**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 the Swiss Federal Act on Collective Investment Schemes (CISA), as amended, and are not licensed thereunder. Therefore, the Products are neither governed by the CISA nor supervised or approved by the Swiss Financial Market Supervisory Authority FINMA (FINMA). Accordingly, Investors do not have the benefit of the specific investor protection provided under the CISA.**

This Base Prospectus has been approved on 12 November 2021 by SIX Exchange Regulation AG as reviewing body (**Reviewing Body**) pursuant to article 52 of the Swiss Financial Services Act (**FinSA**) as a base prospectus within the meaning of article 45 FinSA.

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).

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**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”.**

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Potential Investors should ensure that they understand the nature of the Products and the extent of their exposure to risks, including by means of their underlying(s), and they should also consider the suitability of the Products as an investment in the light of their own circumstances and financial condition. Potential Investors must also ensure that they have sufficient knowledge, experience and professional advice in order 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. In particular, if an Extraordinary Event (as defined herein) occurs, neither the Issuer nor any other person shall be liable to compensate investors for any losses that they may bear.

This Base Prospectus is not a “prospectus” for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**), and has not been approved as meeting the requirements imposed under EU law pursuant to the Prospectus Regulation.

In respect of any tranches of any Products of a given Series, the Base Prospectus, as amended from time to time, together with the applicable Final Terms will constitute the prospectus for purposes of the FinSA.

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 relevant Issuer.

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.

The Issuer consents to the offering of Products by or to each of the following financial intermediaries (each, an **Authorised Offeror**):

- the Authorised Participants; and
- 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/en/ir#authorised-participants> (in which case, its name and address will be published on the Issuer’s website).

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 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—Risk Factors Relating to the Issuer—Potential 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.

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.

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 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.

Neither this Base Prospectus nor any other information supplied in connection with the Programme constitutes an offer or an invitation by or on behalf of the Issuer or any person to subscribe for or to purchase any Products. The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same.

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 or in any other situation required under the FinSA.

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.

This Base Prospectus contains information extracted from a range of technical and non-technical digital sources, including (but not limited to) documents provided by service providers to the Issuer, their websites, and industry publications. Where third-party information is used in this Base Prospectus, the source of such information is stated. 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 each of the relevant sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

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 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.**

The Products have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States 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.

**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 Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this 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*”.

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

During the term of the Products, the Transaction Documents as well as this Base Prospectus can be ordered by an Investor free of charge from 21Shares AG at Dammstrasse 19, 6300 Zug, Switzerland, via e-mail [etp@21Shares.com](mailto:etp@21Shares.com).

None of the Authorised Participants, MG Stover & Co. or Sudrania Fund Services Corporation (the **Administrators**), Bank Frick & Co Aktiengesellschaft (the **Global Paying Agent**), Coinbase Crypto Services, LLC (doing business as Bison Trails), any Counterparty, any Custodian, the Collateral Agent, any Product Calculation Agent, any Index Calculation Agent, and PCF Calculation Agent, any Swiss Paying Agent, other paying agent or any listing agent has separately verified the information contained herein., or any other further information supplied in connection with the Programme or any of the Products or their distribution.

**The Products will be obligations solely of the Issuer and will not be guaranteed by, or be the responsibility of, any other entity.**

## IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES.

**IMPORTANT:** You must read the following before continuing. The following applies to the base prospectus (the **Base Prospectus**) following this notice, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Base Prospectus. In accessing the Base Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from the Issuer or the Authorised Participants (each as defined in the Base Prospectus) as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. 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 BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. IN PARTICULAR, IT MAY NOT BE FORWARDED TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS TRANSMISSION IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN.

Confirmation of your representation: In order to be eligible to view the Base Prospectus or make an investment decision with respect to the securities being offered, prospective investors must be permitted under applicable law and regulation to receive the Base Prospectus. This Base Prospectus is being sent to you at your request and by accepting the email and accessing the Prospectus, you shall be deemed to have represented to the Issuer and the Authorised Participants that (1) you and any customers you represent are outside the United States, (2) the electronic mail address that you gave the sender of this transmission and to which this transmission has been delivered is not located in the United States, (3) you are a person who is permitted under applicable law and regulation to receive the Base Prospectus and (4) you consent to delivery of the Base Prospectus and any amendments or supplements thereto by electronic transmission.

You are reminded that the Base Prospectus has been delivered to you on the basis that you are a person into whose possession the Base Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Base Prospectus to any other person. Recipients of this Base Prospectus who intend to subscribe for or purchase securities are reminded that any subscription or purchase may only be made on the basis of the information contained in the final base prospectus in respect of the securities described in the Base Prospectus.

The Base Prospectus has been prepared on the basis that any offer of securities in any member state of the European Economic Area (**EEA**) which has implemented the Prospectus Regulation will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of securities or pursuant to a separate prospectus which has been published in compliance with the Prospectus Regulation and which can be obtained from the Issuer upon request at its registered office and address at Dammstrasse 19, 6300 Zug, Switzerland or on the Issuers website at <https://21shares.com/ir#prospectus>.

The Base Prospectus does not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If the laws or regulation of a jurisdiction require that an offering of securities described herein be made by a licensed broker or dealer and any Authorised Participant or any affiliate of any Authorised Participant is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Authorised Participant or such affiliate on behalf of the Issuer or holders of the applicable securities in such jurisdiction. The Base Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither the Issuer, the Authorised Participants nor any person who controls them nor any director, officer, employee nor agent of them or affiliate or any such person accepts any liability or responsibility whatsoever in respect of any difference between the Base Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Issuer and the Authorised Participants

Please ensure that your copy of the Base Prospectus is complete. You are responsible for protecting against viruses and other destructive items. Your use of this e-mail transmission is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

## **CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS**

Some statements in this Base Prospectus are and/or 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 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, forward looking statements are uncertain by nature and if one or more of the risks or uncertainties materialise, including those identified in the sectioned captioned "*Risk Factors*" or which the Issuer has otherwise identified in this 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.

## TABLE OF CONTENTS

SUMMARY .....	1
RISK FACTORS .....	6
DOCUMENTS INCORPORATED BY REFERENCE .....	51
ECONOMIC OVERVIEW OF THE PRODUCTS .....	52
GENERAL TERMS AND CONDITIONS.....	54
PURPOSE OF FINAL TERMS .....	74
FORM OF FINAL TERMS .....	75
SUMMARY OF THE PARTIES AND THE STRUCTURE .....	81
COLLATERAL & SUMMARY OF SECURITY ARRANGEMENTS.....	91
FEEES RELATED TO THE PRODUCTS .....	97
THE AUTHORISED PARTICIPANT'S ROLE .....	98
INFORMATION ABOUT THE ISSUER .....	101
PROGRAMME INDICES .....	105
GENERAL DESCRIPTION OF CERTAIN UNDERLYINGS OR UNDERLYING COMPONENTS.....	114
OFFERING AND SALE .....	119
TAXATION.....	121
GENERAL INFORMATION .....	126
APPENDIX I - GLOSSARY OF FREQUENTLY USED DEFINED TERMS .....	132
RESPONSIBILITY .....	137



## SUMMARY

*This summary constitutes a summary of the Base Prospectus, for purposes of articles 40(3) and 43 of the FinSA. This summary is to be read and understood as an introduction to the Base Prospectus dated 12 November 2021 (as supplemented from time to time). The key information on the Securities and any public offers or admission to trading of the Securities will be supplemented in the Final Terms in respect of each Tranche.*

*Any decision by an investor to invest in the Securities should not be based on this summary but on a consideration of this Base Prospectus as a whole, including the documents incorporated by reference, and the relevant Final Terms. This summary is therefore subject to the information contained in the remainder of the Base Prospectus and the relevant Final Terms.*

*Potential investors should be aware that any liabilities for this summary under article 69 of the FinSA is limited to cases where the information contained herein is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the relevant Final Terms.*

*This summary has been prepared and is being provided solely for the purpose of an offer of the Products and admission to trading on a trading venue in Switzerland pursuant to the FinSA and it must not be used for any other purpose or in any other context than for which it is prepared and provided. This summary must not be used for, or in connection with, and does not constitute any offer to, or solicitation by, any person in a jurisdiction other than Switzerland.*

*Words and expressions not defined in this overview shall have the meanings given to them elsewhere in this Base Prospectus.*

### Description of the Programme

This Programme, pursuant to which the Issuer may issue collateralised exchange traded Products (**Products**) linked to Underlyings or a basket of Underlyings providing exposure to a range of Crypto Assets and/or other eligible Underlyings. Such Products may also have long or short exposure to the daily performance of a referenced index.

### Parties to the Programme

**Issuer** ..... 21Shares AG is a stock corporation (*Aktiengesellschaft*) with its registered office and address at Dammstrasse 19, 6300 Zug, Switzerland

**The Programme** ..... On 13 November 2018, the Issuer established a programme (the **Programme**) for the issuance of Products. This Programme was updated as of 13 November 2019, as of 13 November 2020 and as of 12 November 2021. The Final Terms relating to each Series of Products will specify the detailed terms applicable to such Series of Products.

**Transaction Structure** ..... Under the Programme, the Issuer may issue Products of a Series to Authorised Participant 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 trading venue and other trading venue

on which the Products are listed and/or admitted to trading. Investors may sell the Products from time-to-time in the secondary market to third parties or to Authorised Participants.

<b>Issuance of Series of Products</b> .....	Products issued under the Programme are issued in series (each, a <b>Series</b> ), and each series may comprise one or more tranches (each, a <b>Tranche</b> ) 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 of a Final Terms.
<b>Collateral Agent</b> .....	The Law Debenture Trust Corporation p.l.c. or any other collateral agent specified in the applicable Final Terms.
<b>Custodian</b> .....	The Kingdom Trust Company, Coinbase Custody Trust Company, LLC, Copper Technologies (UK) Limited, Bitcoin Suisse AG or any successor custodian as specified in the applicable Final Terms.
<b>Administrator</b> .....	MG Stover &Co. or Sudrania Fund Services Corporation or any other administrator specified in the relevant Final Terms.
<b>Global Paying Agent</b> .....	Bank Frick & Co Aktiengesellschaft  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 trading venue on which Products are listed or admitted to trading.
<b>Authorised Participants</b> ...	Flow Traders B.V., Jane Street Financial Limited and Lang & Schwarz TradeCenter AG & Co. KG.  Only an Authorised Participant may engage in creation or redemption transactions directly with the Issuer (other than in limited circumstances). Currently, there are only three Authorised Participant for the Products. The Issuer reserves the right to change, increase or decrease the number of Authorised Participants or any individual firm.
<b>Market Maker(s)</b> .....	The Market Maker(s) specified in the relevant Final Terms.
<b>Index Calculation Agent</b> ...	The Index Calculation Agent specified in the relevant Final Terms.
<b>Continual Issuance and Redemption</b> .....	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.
<b>Terms and Conditions of Products</b> .....	Each Series of Products will have the terms and conditions set out in the section of this Base Prospectus headed " <i>General Terms and Conditions</i> ", as completed by the Final Terms in respect of each Tranche of that Series.
<b>Issue Price</b> .....	The Issue Price in respect of each Tranche of Products will be set out in the Final Terms with respect to such Tranche.
<b>Interest</b> .....	The Products will not bear interest at a prescribed rate.

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

**Underlyings and Underlying Components** .. The Underlyings or Underlying Components for each Series of Products will be specified in the relevant Final Terms.

**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.

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 Notice (as specified in the relevant Final Terms), on the Investor Put Date specified in the relevant Final Terms at the Redemption Amount.

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 for such Products in accordance with Condition 5.4 (*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 5.3 (*Cash Settlement*).

**Redemption Amount** ..... Other than in respect of redemptions other than pursuant to Condition 5.4 (*Redemption at the Option of an Authorised Participant*), which, unless the Issuer permits such redemption to be settled in accordance with Condition 5.3 (*Cash Settlement*), 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 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 shall not be 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).

**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 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.

The 21Shares Index is the Index sponsored by the Issuer, which is an automatically rebalancing index, as described in “*Programme Indices—The 21Shares Index*”.

**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 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, 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 1.

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

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

**Listing and Admission to Trading.....**

Application may be made for the Products in any Series to be admitted to the SIX Swiss Exchange or any other trading venue specified in the applicable Final Terms.

**Approval of the Base Prospectus by the Reviewing Body .....**

This Base Prospectus is dated and was approved as a base prospectus within the meaning of article 45 of the FinSA by SIX Exchange Regulation AG, Hardturmstrasse 201, 8005 Zurich, Switzerland (**Swiss Review Body**) on 12 November 2021.

On or after the date of this Base Prospectus, in the case of any Tranche of Series to be publicly offered in Switzerland and/or with respect to which application will be made to admit such Products to trading on SIX Swiss Exchange or any other Swiss trading venue specified in the applicable Final Terms, the respective Final Terms will be filed with the Swiss Review Body and published in accordance with the FinSA as soon as the Final Terms of such Tranche are available, but, in the case of an admission to trading, in any case no later than the first day of trading for such Products on SIX Swiss Exchange. The Final Terms for such Products will not be reviewed or approved by the Swiss Review Body.

**Selling and Transfer Restrictions .....**

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, be issued in Tranches or Series comprising uncertificated securities. Once registered with SIX SIS 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.

## **RISK FACTORS**

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

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Products issued under the Programme. Some of these factors describe potential events which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*An investment in the Products involves a high degree of risk. If one or more of the risks described below occur or for reasons other than those set out below (for example, reasons not currently considered by the Issuer to be material or based on facts of which the Issuer is not currently aware), Investors may incur a partial or even a total loss of their invested capital. Investors should therefore consider the following factors, which constitute all of the principal risks known to the Issuer, prior to investing in the Products.*

### **General Risk Factors**

#### ***Independent Review and Advice***

Prior to entering into a transaction, Investors should consult their own legal, regulatory, tax, financial and accounting advisors, as far as they consider necessary, and make their own investment, hedging, and trading decisions (including decisions regarding the suitability of an investment in the Products and/or an exposure to certain Underlyings or Underlying Components) based upon their own independent review and assessment and advice taken from those advisers they consider necessary.

Furthermore, Investors should conduct such independent investigation and analysis regarding the Issuer and all other relevant persons or entities and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Products. As part of such independent investigation and analysis, Investors should consider carefully all the information set forth in the Product Documentation.

Investment in the Products may involve a loss of the capital invested by virtue of the terms and conditions of the Products even where there is no default or insolvency of the Issuer. In particular, investors in the Products bear the risk of a theft or hacking, for example, of any Underlying or Underlying Component serving as Collateral, which may, in turn, cause a decline in value of the Products. Investors will at all times be solely responsible for making their own independent appraisal of, and investigation into, the business, financial condition, prospects and creditworthiness, status, business safety and security provisions and course of business of the Issuer. None of the Issuer or any other agent or affiliate of the aforementioned (or any person or entity on their behalf) will have responsibility or duty to make investigations, to review matters or to provide the Investors with advice in relation to accompanying risks.

#### ***Changes in Tax Law and Tax Call***

The tax considerations contained in the Product Documentation reflect the view of the Issuer based on the legislation applicable at the date of the issuance of the Product Documentation. It cannot, however, be ruled out that the tax treatment by the tax authorities and courts could be interpreted differently or could be subject to changes in the future. Additionally, the tax considerations contained herein are in summary form and may not be used as the sole basis for the decision to invest in the Products from a tax perspective, since the individual situation of each Investor must also be taken into account. Accordingly, the considerations regarding taxation contained in the Product Documentation do not constitute any sort of material information or tax advice nor are they in any way to be construed as a representation or warranty with respect to specific tax consequences.

In accordance with the General Terms and Conditions, the Issuer may redeem all outstanding Products at any time, *inter alia*, for certain tax reasons (a **Tax Call**). Accordingly, Investors should consult their personal tax advisors before making any decision to purchase the Products and must be aware of and be prepared to bear

the risk of a potential early redemption due to tax reasons. The Issuer and their affiliates do not accept any liability for adverse tax consequences of an investment in the Products.

### ***Effect of Ancillary Costs***

Commissions and other transaction costs incurred in connection with the purchase or sale of Products may result in charges, particularly in combination with a low order value, which can substantially reduce any redemption amount to be paid to an Investor in respect of a Product. Before acquiring Products, Investors should therefore inform themselves of all costs incurred with the purchase or sale of the Product, including any costs charged by their custodian bank or the Authorised Participant upon purchase and redemption of the Products.

### ***Legality of Purchase***

Neither the Issuer nor any of its affiliates have or assume any responsibility for (i) the lawfulness of the acquisition of the Products by Investors or (ii) the compliance by Investors with any law, regulation or regulatory or internal policy applicable to them. Accordingly, Investors bear the risk of the permissibility of the purchase of any Products by them.

### ***Settlement***

All Products are intended to be settled through SIX SIS AG or any other eligible Clearing System. As such, Investors will have to rely on the rules and procedures governing their operations. The Issuer will not be responsible for any delay in settlement of the Products by factors outside the Issuer's control, for example disruption on relevant settlement systems.

In addition, any redemption of a Product may be delayed, especially when Products are settled in fiat currencies, due to any complications related to intra-jurisdictional transfers between the Custodian, the Global Paying Agent and SIX SIS. These delays may result in a longer settlement time between the redemption value fixing date and the termination of the Product, which could affect the redemption value of the relevant Product.

### ***Risks Relating to the Market***

#### ***General Market Risks***

Market risk refers to the risk that the market price of the Products will rise or fall, sometimes rapidly or unpredictably. An investment in Products is subject to market risk, including the possible loss of the entire principal of the investment.

Changes in interest, foreign exchange rates, and increases in volatility can increase credit and market risks, and may also affect revenues of Investors. General movements in local and international markets and factors that affect the investment climate and investor sentiment could affect the level of trading and, therefore, the market price of any Products. These risks are generally applicable to any investment in listed securities or instruments. Investors should be aware that any and all Products can go down in price as well as up.

#### ***Pricing Divergences***

The prices of the Underlyings or Underlying Components will be calculated based on the methodology described in the General Terms and Conditions. The price of Crypto Assets in U.S. Dollars or in other currencies available from other data sources may not be equal to the prices used to calculate the values relevant for the specific Products. Investors should not depend on these sources of information when making investment decisions in relation to Products.

#### ***Tracking Errors***

At any time, the price at which Products trade on the SIX Swiss Exchange or any other exchange or market on which they may be quoted or traded may not accurately reflect the price of the relevant Index or Underlying or Underlying Components. The application and redemption procedures for the Issuer are intended to minimise this

potential difference or “tracking error”. However, the market price of Products will also be a function of supply and demand amongst investors wishing to buy and sell Products and the bid/offer spread that market makers are willing to quote for such Products. It is not within the Issuer’s control to ensure that the Products trade continuously at a price which equates perfectly to the value of the relevant Index or Underlying or, indeed, to ensure that any degree of variation between “bid/ask” and the value of the relevant Index or Underlying does not exceed certain margins.

### **Secondary Trading Risk and Liquidity**

The Products are intended to be listed and traded on the SIX Swiss Exchange and may be listed or traded on one or more other exchanges. There is no certainty that there will be liquidity available on any of the trading venues or that the market price will be in line with the net asset value at any given time. There is also no guarantee that once the Products are listed or traded on an exchange that they will remain so listed or traded as a result of changes in admissibility of the Underlying or any Underlying Component or the status of the Issuer.

If demand for Products exceeds the availability of eligible Crypto Assets from regulated or self-regulated exchanges and the Issuer is not able to secure additional supply, Products may trade at a premium to their underlying value. Investors who pay a premium risk losing such premium if demand for the Products abates or the Issuer is able to source more Underlyings or Underlying Components. In such circumstances, Products could also trade at a discount.

Prior to their issuance, there has been no public market for the Products. There can be no assurance as to the depth or sustainability of the secondary market (if any) in the Products, which will affect their liquidity and market price.

As required by the ARETP, the Issuer has made an undertaking to the SIX Swiss Exchange to ensure that a market exists for Products issued under the Programme. Accordingly, the Market Maker (as specified in the Final Terms) will, under normal market conditions, provide bid and offer prices for the Products on a regular basis. Notwithstanding this, Investors cannot rely on having an ability to sell Products at a specific time or at a specific price even if the Products are listed or traded on an exchange. Moreover, the Market Makers are not obliged to secure a certain minimum level rate, to purchase unlimited numbers of Products or certain minimum volume in abnormal market conditions. Additionally, the Issuer has the right (but no obligation) to purchase Products at any time and at any price in the open market or by tender or private agreement. Any Products so purchased may be held or resold or surrendered for cancellation, which could, in turn, affect the liquidity of the Products that remain outstanding.

See “—Risks Relating to Authorised Participants—Authorised Participant Concentration Risk”, “—Risk Factors Relating to the Products and the Collateral—Products listed on the SIX Swiss Exchange or Any Other Exchange May Be Suspended From Trading” and “—Risk Factors Relating to the Products and the Collateral—Supply”.

### **Market Disruption Events**

In accordance with the General Terms and Conditions, the Issuer may determine in its duly exercised discretion that a Market Disruption Event has occurred or exists at a relevant time, which could result in the postponement of the fixing, observation or valuation of the applicable Index, in particular the Final Fixing Date, and the value for that Index, which could, in turn have an adverse effect on the market value of the Products, including a partial or total loss of the invested capital.

These events may include, but are not limited to, the inability to source reliable crypto data from the Index Calculation Agent, regulatory changes or other significant technological issues. See “—Risk Factors Relating to the 21Shares Index As An Underlying—Data Redundancy”.

### **Other Factors affecting Market Value**

The market value of a Product is determined not only by changes in the price of the Underlying, but also by a number of other factors. Since several risk factors may have simultaneous effects on the Products, the effect of a particular risk factor cannot be predicted. In addition, several risk factors may have a compounding effect, which



may not be predictable. No assurance can be given with regard to the effect that any combination of risk factors may have upon the market value of the Products.

These factors include, *inter alia*, the terms of the specific Product, the frequency and intensity of price fluctuations (volatility) in the Underlying, as well as the prevailing interest rate or the creditworthiness of the Issuer, which may change during the lifetime of the Product. A decline in the market value of the Product may, therefore, occur even if the price or level, as the case may be, of the Underlying or an Underlying Components remains constant or increases, depending on the product type.

Investors should specifically be aware that an investment in the Products involves a valuation risk with regard to the Underlying. They should have experience with transactions in Products whose value is derived from an Underlying. The value of an Underlying may increase or decrease over time by reference to a variety of factors, which may include Fork Events, airdrops, macro-economic factors, loss of reputation and speculation. If the Underlying is a basket comprised of various assets, fluctuations in the value of any of the assets may be offset or intensified by fluctuations in the value of other basket components. In addition, the historical performance of an Underlying or an Underlying Component is not an indication of its future performance. Changes in the market price of an Underlying or Underlying Components will affect the trading price of the Products, and it is impossible to predict whether the market price of an Underlying or an Underlying Components will rise or fall in such cases.

### ***Risks Relating to Currency Exchange Rates***

An investment in the Products may be affected by the exchange rate risk of the relevant currencies in which the Products are denominated and in which the Underlying or Underlying Component is traded or evaluated. For example, (i) the Underlying(s) may, and in the case of Crypto Assets as Underlying, will, be denominated in, or valued against, a currency or unit of value other than that of the Products, (ii) the Products may be denominated in a currency other than the currency of the Investor's home jurisdiction and/or (iii) the Products may be denominated in a currency other than the currency in which an Investor wishes to receive funds.

Currency values may be affected by complex political and economic factors, including governmental action to fix or support the value, regardless of other market forces.

An Investor's right related to the Products may be determined on the basis of a currency other than the Settlement Currency (as defined in the General Terms and Conditions) and the value of the Underlying may be determined in a currency or unit of value other than the Settlement Currency. Accordingly, Investors should be aware that investments in Products could entail risks due to fluctuating exchange rates and, moreover, that the risk of loss depends not only on the performance of the Underlying, but also on unfavourable developments in the value of any currency involved. Investors should be aware that the above mentioned risks may arise at any time during the life of the Product if the currency of the Product and/or of the Underlying will be replaced by a different or a new currency.

### **Risk Factors Relating To the Issuer**

#### ***The Issuer is a special purpose vehicle***

The Issuer is not an operating company. The Issuer is a special purpose vehicle with the sole business of issuing listed and exchange traded products, such as the Products in Switzerland and worldwide. The contracts which may be entered into by the Issuer and the payments of the Issuer and the parties thereunder are structured to have the capacity to provide the Issuer with funds to service payments due and payable in respect of the Products and on any redemption by the Issuer of the Products.

#### ***Exemption from Required Capital Resources***

The Issuer is relying on an exemption under the ARETP of the SIX Swiss Exchange and, therefore, does not have the otherwise required reported equity capital of CHF 25 million. As of the date of this Base Prospectus, the Issuer has only a nominal share capital of CHF 100,000, which has been 50% paid-up.

### ***Non-reliance on Financial Information of the Issuer***

Various risk factors can impair the Issuer's ability to implement business strategies and may have a direct negative impact on earnings. Accordingly, the Issuer's revenues and earnings are subject to fluctuations. The revenues and earnings figures from a specific period are not evidence of sustainable results. Such revenues and earnings can change from one year to the next, which may, in turn, affect the Issuer's ability to achieve its strategic objectives. These results may change, in line with, or independent of, the performance of the crypto markets.

### ***Dependence on Certain Service Providers and Potential Conflicts of Interest***

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

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

### ***Counterparty Risk***

The Issuer will be exposed to the credit risk of a number of counterparties with whom the Issuer transacts, including, but not limited to, the Custodian, the Administrators, Wallet Provider(s), Depositories, Paying Agents, Market Makers, Authorised Participants, any party to any arrangements in place in respect of any crypto-denominated assets held as Collateral and exchanges. Consequently, the Issuer is exposed to risks, including credit risk, reputational risk and settlement risk, arising from the failure of any of its counterparties to fulfil their respective obligations, which, if any such risks occur, may have a material adverse effect on the Issuer's business and financial position.

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

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

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

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

## **Competition**

There are a number of other issuers for products similar to the Products, and other competitors may enter the market at any time. The effect of new or additional competition on the Products or their market prices cannot be predicted or quantified. To date, most of the issuers of Crypto-linked products have been smaller financial institutions. However, there are several large institutions such as BlackRock iShares and Barclays iPath, which have issued similar products in the past based on other underlyings. These competitors have significantly greater financial and legal resources than the Issuer and there is no guarantee that the Issuer will be able to compete successfully, or at all, with such competitors. Moreover, increased competition may severely impact the profitability and creditworthiness of the Issuer.

## **General Insolvency Risk**

Each Investor bears the general risk that the financial situation of the Issuer could deteriorate.

Unless specified otherwise, Investors are exposed to the credit risk of the Issuer of the Products. Products in each Series constitute unsubordinated obligations of the Issuer and rank *pari passu* with each other and all other current and future unsubordinated obligations of the Issuer. The insolvency of the Issuer may lead to a partial or total loss of the invested capital.

Collateralisation, as further described in the section captioned "*Collateral*", reduces the credit risk of the Issuer only to the extent that the proceeds from the liquidation of Collateral (less the costs of liquidation, including the fees and expenses of the Collateral Agent, and pay out) meet the Investors' claims. Investors bear the risks, among others, that the liquidation of the Collateral may result in insufficient liquidation proceeds or, in extreme circumstances, that the Collateral may lose its value entirely before liquidation can take place.

## **Credit Risk**

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

## **Liquidity Risk**

The Issuer may not have sufficient funds for making payments at any point in time, meaning that the Issuer may have difficulties meeting financial obligations. In the event of insufficient liquid funds, in particular due to the inability to liquidate Collateral with respect to a specific Product, there is a risk that the Issuer will not be able to, fully or partially, fulfil its payment obligations on time or at all.

## **Market Volatility**

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.

## **Business Risk**

There are a number of risks related external and internal circumstances or events which may harm the operating business of the Issuer. These are related to: (i) losses due to incorrect or insufficient controls, (ii) errors caused

by humans or systems; and (iii) legal risks, among others. Any of these risks may be detrimental to the Issuer's reputation and operating results.

### ***Technology Risk***

The Issuer hosts an online platform that supports the issuance and redemption of the Products. Failure of this platform may significantly impact order processing. The results of any such failure may include but are not limited to price discrepancies, delayed order processing and settlement and non-dealing days. The online platform is built on, and dependent on, other service providers and platforms and, therefore, any issues with those service providers and platforms may adversely affect the online platform or reduce its uptime or reliability.

### ***Supply of Crypto Assets***

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.

### ***Potential Conflicts of Interest***

The Issuer or affiliated companies may participate in transactions related to the Products, either for their own account or for account of a client. Such transactions may not serve to benefit the Investors and may have a positive or negative effect on the value of the Underlying and, consequently, on the market value of the Products. In addition, the Issuer or its affiliates may act in other capacities with regard to the Products, such as Product Calculation Agent, the Global Paying Agent and/or Index Sponsor specified in the relevant Final Terms. In addition, the 21Shares Index is owned by Jura Pentium Limited, which is under common control with the Issuer.

Furthermore, the Issuer, or affiliated companies of the Issuer, may issue other derivative instruments relating to the respective Underlying. Introduction of such competing products may affect the market value of the Products. The Issuer and its respective affiliated companies may also receive non-public information relating to the Underlying and neither the Issuer nor any of its affiliates will undertake to make this information available to Investors.

Unless otherwise disclosed, as at the date of this Base Prospectus, none of directors of the Issuer have a private interest or other duties resulting from their directorship of other companies, enterprises, undertakings or otherwise, that conflict with the interests of the Issuer. Directors of the Issuer may, however, have holdings in the Underlyings and the Underlying Components.

### ***Disputes and Litigation***

While the Issuer is not party to any litigation, legal proceedings or regulatory enforcement proceedings, it may, in the future, become party to litigation, legal proceedings, regulatory enforcement proceedings or settlements, any of which could have a material adverse effect on its business, financial position, operating results or its ability to operate. Even if the Issuer is successful in defending such proceedings or resolves any claims to the satisfaction of the parties involved, and whether covered by insurance or otherwise, the Issuer would suffer from the distraction of management resources to such proceedings, or incur costs and possibly face reputational harm from case-related publicity.

### ***Expenses and Fees***

The Issuer will sell underlying Crypto Asset Collateral held by Issuer to collect investor fees and pay other expenses, if any, incurred in U.S. Dollars, Swiss Francs, Euros or Pounds Sterling, irrespective of then-current prices of these instruments. In addition, upon any redemption other than as set out in Condition 5.4 (*Redemption of Products at the Option of an Authorised Participant*), Investors will receive proceeds net of applicable fees, as set forth in the relevant Final Terms. Accordingly, the Redemption Amount per Product specified in the relevant

Final Terms, may be different from the amount actually received by Investors (as the above-mentioned expenses and fees will be deducted). There can be no assurance that such fees will not increase in the future.

### ***Financing Risk***

The Issuer is a special purpose vehicle and currently not profitable and depends on capital from outside investors. Should the Issuer be unable to raise additional capital, there are limited reserves to maintain company operations, which may result in the inability of the Issuer to continue as a going concern.

### ***Dependence on Certain Key Personnel***

The Issuer is managed by, and is dependent on, a small management team. Should the management team or any number of its members depart or otherwise become unavailable, the Issuer may have significant difficulty operating its core business, which may result in the inability of the Issuer to continue as a going concern.

### ***Major Shareholders***

Shares in the Issuer are highly concentrated, with one company holding all, and three individuals indirectly controlling more than 80%, of the voting shares. These individuals have the ability to remove any and all members of board of directors of the Issuer with a majority vote. As such, these individuals have significant influence on the management of the Issuer. There can be no assurance that these individuals will exercise their voting right in a manner that benefits Investors.

### ***Reputation***

The Issuer depends on its reputation and the reputation of associated parties to maintain and grow its core business. Any material adverse event could impact the Issuer's reputation, which could, in turn, depress the Issuer's profitability, creditworthiness and fundraising capacity.

### ***Data***

The Issuer maintains significant amounts of data surrounding trades, trade execution, as well as customer data. A significant data breach may have wide reaching adverse effects, including trading losses and loss of reputation, which may negatively impact the Issuer's core business.

### ***Regulatory Risks***

#### ***Dependence on Authorisations***

The Issuer depends on the SIX Swiss Exchange's authorisation and the permissibility under the rules and regulations of Switzerland to continue issuing and listing, as applicable, Products and other financial products. Any change to the listing requirements, the regulation of the Products, or acceptance of Crypto Asset Underlyings could adversely impact the Issuer's core business.

#### ***No Regulation of the Issuer***

The Issuer is not required to be licensed, registered or authorised under any current securities, commodities or banking laws of its jurisdiction of incorporation and will operate without supervision by any authority in any jurisdiction. There can be no assurance, however, that regulatory authorities in one or more other jurisdictions will not determine that the Issuer is required to be licensed, registered or authorised under the securities, commodities or banking laws of such jurisdiction or that legal or regulatory requirements with respect thereto will not change in the future. Any such requirement or change could have an adverse impact on the Issuer or Investors in the Products.

## **Swiss Regulatory Risk**

The Products are derivative financial instruments in the form of ETPs. They do not qualify as units of a collective investment scheme according to the relevant provisions of the CISA, as amended, and are not registered thereunder. Therefore, neither the Products nor the Issuer are governed by the CISA or supervised by the Swiss Financial Market Supervisory Authority FINMA (FINMA). Accordingly, Investors do not have the benefit of the specific investor protection provided under the CISA. Investors should be aware that they are exposed to the credit risk of the Issuer and that the collateralisation of the Products does not fully eliminate this risk.

While the Issuer believes that these rules do not affect the Products or the Issuer, no assurance can be given that the Products will remain unsupervised by FINMA. Any such change of characterisation may have adverse consequences including, among others, the limitation of an offer of Products to qualified investors, which may result in a delisting of the Products. Any delisting may, in turn, result in the inability to sell the Products and/or disruption to the pricing of the Products.

## **Compliance**

The Issuer has minimal compliance requirements, as it is not directly responsible for “know your client”/anti-money laundering (**KYC/AML**) of Investors. However, the Issuer takes reasonable efforts to establish and verify counterparty identity, understand the nature of counterparty and customer activities and to try to, ascertain the legitimacy of counterparty funds.

In addition, there are stringent rules surrounding the provenance of Crypto Assets, as well as the provenance of any fiat currencies from investors on the SIX Swiss Exchange, among the Issuer’s Authorised Participants and among other service providers, such as administrators and custodians. Any breach of the compliance processes of such exchanges or service providers could have a material adverse effect on the Issuer’s core business.

## **Risk Factors Relating to the Products and the Collateral**

### ***Risk of the Occurrence of an Extraordinary Event***

Condition 17 of the General Terms and Conditions 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, and the Redemption Amount for such Products shall be reduced accordingly, potentially to 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) 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 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.

If an Extraordinary Event occurs, none of the Issuer, the Collateral Agent, the Custodian or any other person shall be liable to compensate Investors for any losses that they may bear.

## **Crypto Pricing**

The value of Products is affected by the price of underlying Crypto Assets, in particular the Underlyings or Underlying Components. The amount to be paid by the Issuer upon redemption of any Products, or, in respect of redemption as set out in Condition 5.4 (*Redemption of Products at the Option of an Authorised Participant*), the amount of Crypto Asset Collateral able to be redeemed, depends on the performance of these assets, as calculated in accordance with the General Terms and Conditions. The Products are not capital protected at all and there is, therefore, a risk of partial or complete loss of investment.

Prices for Crypto Assets fluctuate widely and, for example, may be impacted by any of the following factors:

- *Global or regional political, economic or financial events* – global or regional political, economic and financial events may have a direct or indirect effect on the valuation of the Underlyings, the market for, and performance of, the Products and the operational ability and financial results of the Issuer.
- *Regulatory events or statements by regulators* – there is a lack of consensus regarding the regulation of cryptocurrencies and insecurity regarding their legal and tax status and regulations of cryptocurrencies continue to evolve across different jurisdictions worldwide. Any change in regulation in any particular jurisdiction may impact the supply and demand of that specific jurisdiction and other jurisdictions due to the global network of exchanges for cryptocurrencies, as well as composite prices used to calculate the underlying value of such cryptocurrencies, as the data sources span multiple jurisdictions.
- *Investment trading, hedging or other activities by a wide range of market participants which may impact pricing, supply and demand for Crypto Assets* – markets for the Underlyings are local, national and international and include a broadening range of products and participants. Significant trading may occur on any system or platform, or in any region, with subsequent impacts on other systems, platforms and regions. These activities may account for a significant amount of the market in any of the Underlyings or Underlying Components. In addition, given the nature of the market of the Underlyings, redemption of certain Products by Investors or otherwise than as set out in Condition 5.4 (Redemption of Products at the Option of an Authorised Participant), or sale of the residual Underlyings by the Issuer as part of executing re-balancing and/or redemption requests, may impact the pricing of other Products.
- *Forks in the underlying protocols* – Bitcoin and many other crypto currencies are open source projects. As a result, any individual can propose refinements or improvements to a network’s source code through one or more software upgrades that could alter the protocols governing the Bitcoin network and the properties of bitcoin. When a modification is proposed and majority of users and miners consent to the modification, the change is implemented and the network remains uninterrupted. However, if less than a majority of users and miners consent to the proposed modification, and the modification is not compatible with the software prior to its modification, the consequence would be what is known as a “fork” (i.e., a “split”) of the network (and the blockchain), with one prong running the pre-modified software and the other running the modified software. The effect of such a fork would be the existence of two versions of the network running in parallel, and the creation of a new digital asset which lacks interchangeability with its predecessor. Additionally, a fork could be introduced by an unintentional, unanticipated software flaw in the multiple versions of otherwise compatible software users run. For example, on 1 August 2017, after extended debates among developers as to how to improve the Bitcoin network’s transaction capacity, the Bitcoin network was forked by a group of developers and miners resulting in the creation of a new blockchain, which underlies the new digital asset “Bitcoin Cash”. Bitcoin and Bitcoin Cash now operate on separate, independent blockchains. Litecoin was also the result of a fork in the original Bitcoin blockchain. Significant forks are typically announced several months in advance. The circumstances of each fork are unique and their relative significance varies. It is possible that a particular fork may result in a significant disruption to the underlying asset and, potentially, may result in a Market Disruption Event should pricing become problematic following the fork. It is not possible to predict with accuracy the impact that any anticipated fork could have for how long any resulting disruption may exist. See “—Fork Policy Risk & Risks Associated with Newly-Forked Assets”.
- *Disruptions to the infrastructure or means by which Crypto Assets are produced, distributed and stored, which are capable of causing substantial price movements in a short period of time* – Crypto Assets infrastructure can vary depending on the specific asset. Some assets are mined, whereby computers solve math problems to verify transactions and are rewarded for this effort in increased asset supply, while other are pre-mined, resulting in all supply existing on day one of the protocol. See “—General Description of Underlyings or Underlying Components.” The computers that make up this infrastructure are decentralised and belong to a combination of individuals and large corporations. Should a significant subset of this pool choose to discontinue operations, pricing, liquidity and the ability to transact in Underlyings or Underlying components could be limited. Other critical infrastructure which may be negatively affected includes storage solutions, exchanges or custodians for the assets. See “Collateral & Summary of Security Arrangements” and “General Description of Certain Underlyings or Underlying Components—Exchanges and Liquidity”. For example, the potential for instability of cryptocurrency exchanges and the closure or temporary shutdown of exchanges due to business failure or malware could impact the liquidity of, demand

for, and supply of, the Crypto Assets. In addition, volatility in the pricing of Crypto Assets leads to increased opportunities for speculation and arbitrage, which, in turn, contributes to price fluctuations. See “—Risk Factors Relating to the Underlyings or Underlying Components Generally”.

- **Execution Risk** – it may be impossible to execute trades in any Crypto Underlyings at the quoted price. Any discrepancies between the quoted price and the execution price may be the result of the availability of assets, any relevant spreads or fees at the exchange or discrepancies in the pricing across exchanges. The Issuer will take all reasonable steps to ensure optimal execution, but is limited by KYC requirements, custodianship solutions and availability of exchanges. The Issuer cannot, therefore, guarantee that the price at which any trade is executed is the best available price globally.

Due to their nature as speculative investments, the prices of Crypto Assets may fluctuate for any reason and such fluctuations may not be predictable. See “—Risk Factors Relating to the Underlyings or Underlying Components Generally”.

With respect to indices as Underlyings that are administered by MVIS (the MVIS-administered Indices), such as the 21Shares Index, the Issuer sources crypto pricing through the Index Calculation Agent, who publishes the relevant crypto prices (CCCAGG Prices) and calculates any indices used for the Products. These calculations of CCCAGG prices for MVIS-administered Indices are based on: (i) coverage of greater than 80% exchange based on reliability; (ii) 24-hour liquidity weights; and (iii) a so-called “liquidity penalty”; the 24 hour volume of an exchange at a certain time is defined as the sum of trading volume of the last 24 full hours. The exchange volume is then adjusted with by a liquidity penalty factor, which decreases with the increasing time since the last trade. While these elements are intended to preserve reliability in pricing, there is no guarantee that this process will successfully reduce any speculative or manipulative pricing trends. With respect to any other Index Underlyings that are not MVIS-administered Indices, the crypto pricing may be different and may involve other risks, including but not limited to similar risks as the MVIS-administered Indices.

### ***Impact of Redemptions of Underlying Products***

The redemption of all or part of a series of ETPs and the subsequent redemption of the Collateral may have an effect on the pricing of other Series of Products. These actions may be due to regulatory changes or redemptions or form part of the termination and redemption of a Series under the General Terms and Conditions.

### ***Impact of Underlying Sale***

The Issuer will periodically be required to sell Crypto Assets to fund operations or to redeem Products pursuant to the General Terms and Conditions. These transactions will be performed on the open market or via an over-the-counter (**OTC**) trading platform, at the Issuer’s discretion. If the amount of Crypto Assets is large enough relative to global supply and demand, such sales could have an impact on supply and demand for Crypto Assets in a manner unrelated to other factors affecting the global market for Crypto Assets and may affect the pricing of other Series of Products under the Programme.

### ***Early Termination of Products in accordance with General Terms and Conditions and Reinvestment Risk***

Following certain events, including, *inter alia*, the occurrence of an Event of Default, or at any other time, the Issuer has the right to redeem the Products issued under the Programme.

In addition, in order to provide redemption amounts to Investors in fiat currency for redemptions other than as set out in Condition 5.4 (*Redemption of Products at the Option of an Authorised Participant*), the Issuer is reliant on counterparties purchasing the Collateral for the Products being redeemed. It may not be possible to sell the full amount of Collateral in one day and, accordingly, redemption proceeds (in fiat currency) may take longer than in-kind redemptions. The price by reference to which the Collateral is sold may fluctuate and the fees imposed by transaction parties in connection with the redemption of the Products and sale of the Collateral may increase, resulting in a lower net redemption amount. Prospective Investors should note that there can be no assurance that the redemption amount received by Investors will be greater than or equal to the amount invested by any Investor and that an Investor may lose the entire value of its investment if the price of the Collateral falls to zero or close to zero.



Investors should also be aware that following any such redemption of the Products, they may not be able to reinvest the redemption proceeds or may only be able to do so on less favourable terms. Investors should consider reinvestment risk in light of other investments available at that time. Any termination of Products may, therefore, result in a partial or total loss of an Investor's invested capital.

### ***Issuer call option***

The Issuer may at any time, in its sole and absolute discretion, elect to terminate and redeem all but not some of the Products of a Series and designate the redemption date for such purposes in line with the General Terms and Conditions. In exercising such discretion, the Issuer is not required to have any regard to the interests of the Investors, and Investors may receive less, or substantially less, than their initial investment.

### ***Information on the Underlying***

Information on the Underlying consists of extracts or summaries of information that is publicly available, which is not necessarily the latest information available. While Issuer accepts responsibility for accurately extracting and summarizing the Underlying information, the Issuer accepts no further or other responsibility (express or implied) in respect of the Underlying information.

The Issuer makes no representation that the Underlying or Underlying Component information, any other publicly available information or any other publicly available documents regarding the Underlying or Underlying Components or other item(s) to which the Products relate are accurate, up-to-date or complete. There can be no assurance that all events occurring prior to the Final Fixing Date of the relevant Products that would affect the trading price of the Underlying or Underlying Components or other item(s) to which the Products relate (and therefore the trading price and market value of the Products) have been publicly disclosed. Subsequent disclosure of any such events or the disclosure or failure to disclose material events concerning the Underlying or Underlying Components or other item(s) to which the Products relate could affect the trading price and market value of the Products.

### ***Risk-hedging Transactions***

The ability to eliminate or to restrict the initial risks of the Products arising from their purchase by, for example, concluding any hedging transactions during their lifetime depends mainly on the market conditions and the terms of the specific Product. As a consequence, such transactions may be concluded at unfavourable market prices (or not at all), which may result in corresponding losses.

Investors should, therefore, not rely on the ability to conclude transactions at any time during the term of the Products that will allow them to offset or limit relevant risks.

### ***Risks Relating to Crypto Asset or on a Basket of Crypto Assets***

Neither the Issuer nor any affiliate of the Issuer have performed any investigations or review of any issuer of Crypto Assets, if applicable. Investors should not conclude that the inclusion of the relevant Crypto Asset is any form of investment recommendation. Consequently, there can be no assurance that all events occurring prior to the relevant Issue Date affecting the trading price of the relevant Crypto Asset will have been publicly disclosed. Subsequent disclosure of, or failure to disclose, material future events concerning a company issuing, or responsible for, any Underlying could affect the trading price of the share and, therefore, the trading price of the Product. Neither the Administrator nor the Issuer is responsible for informing the Investors of material events related to any of the Underlyings or Underlying Components, including, but not limited to, corporate events.

See “—Risk Factors Relating to the Underlyings or Underlying Components Generally” and “—Risk Factors Relating to Specific Underlyings or Underlying Components”.

### ***Potential Decline in the Adoption of Crypto Assets***

As new assets and technological innovations, the Crypto Asset industry is subject to a high degree of uncertainty. The adoption of Crypto Assets will require growth in their usage and in the blockchains, for various applications. Adoption of Crypto Assets will also require an accommodating regulatory environment. The Issuer will not have any strategy relating to the development of Crypto Assets and non-financial applications for the blockchains. A lack of expansion in usage of Crypto Assets and the blockchains could adversely affect an investment in the Products.

In addition, there is no assurance that Crypto Assets will maintain their value over the long-term. The value of Crypto Assets is subject to risks related to their usage. Even if growth in Crypto Assets adoption occurs in the near or medium-term, there is no assurance that Crypto Assets usage will continue to grow over the long-term. A contraction in use of Crypto Assets may result in increased volatility or a reduction in the price of Crypto Assets, which would adversely impact the value of the Products.

### ***Internet Disruptions***

The functionality of Crypto Asset networks relies on the Internet. A significant disruption of Internet connectivity (*i.e.*, affecting large numbers of users or geographic regions) could prevent the functionality and operations of such networks until the Internet disruption is resolved. An Internet disruption could adversely affect an investment in the Products or the ability of the Issuer to operate.

### ***Fork Policy Risk & Risks Associated with Newly-Forked Assets***

Investors should be aware that investing in this Product is not equivalent to investing directly in Crypto Assets. The Investor does not have a claim to any forked assets. The Issuer may elect to support a fork based on predetermined criteria, but is under no obligation to do so. Unless otherwise announced, the Issuer will not support the inclusion of any forked assets.

Unless an announcement is made informing Investors that a fork will be supported, the newly-forked asset should be considered ineligible. Given the nature of forks and the frequency of forks in the Underlying, the Issuer does not expect to assess every Fork Event. Only Fork Events deemed material by the Issuer will be considered for evaluation.

The analysis regarding whether to support a fork is the sole discretion of the Issuer. These considerations include, but are not limited to, availability of a custody solution, trading support from Authorised Participants and/or Market Makers, sufficient liquidity and the availability of a price on the date of the fork. While these attributes may change over time, the Issuer requires that any forked asset have an available custody and trading solution on the fork date.

These policies may result in the exclusion of a forked asset, which may have considerable value. There is no recourse for Investors to access that value if the fork is deemed to be unsupported.

The assessment of whether to support a fork or not is based on a specific point-in-time set of criteria. The newly-forked asset may meet the Issuer's eligibility criteria at a later date. This change in status does not constitute a reversal of the previous assessment. Investors should not expect the Issuer to retrieve any previously allocated forked assets after the fork date even if the underlying become eligible.

Newly-forked assets in particular may have less liquidity than more established assets, resulting in a greater risk. Inclusion of a newly-forked asset may increase other risks included herein, such as liquidity risk, market manipulation risk, risk of bankruptcy or insolvency and increased volatility, among others.

The circumstances of each fork are unique and their relative significance varies. It is possible that a particular fork may result in a significant disruption to the underlying asset and, potentially, may result in a Market Disruption Event should pricing become problematic following the fork. It is not possible to predict with accuracy the impact that any anticipated fork could have for how long any resulting disruption may exist. Moreover, a newly-forked asset may have a higher risk profile due to (i) increased operational risks, such as lack of IT-infrastructure to cater

for the new Crypto Asset, (ii) increased market risks as a result of lower liquidity in the newly-forked asset (resulting from lower participation), which may, in turn, lead to significant price suppression and increased volatility; and (iii) additional, asset specific risks which are not included in this Base Prospectus..

### ***Risks Relating to Products Linked to Indices***

In the case of Products linked to indices, the redemption amount depends on the performance of the respective Index, which, in turn, depend on the components, including their value and/or other relevant features, contained such Index. During the term, the market value of the Products can deviate from the performance of the Index or components contained in the Index, since other factors, such as the correlation of, or volatilities relating to, the components contained in the Index, may have an impact on the performance of the Products. Investors cannot, therefore, rely on recovery of the price of the Product.

The Investor bears an additional risk if an Index is calculated or determined at the discretion of the Index Sponsor, the Index Calculation Agent or any other person responsible for determining and calculating the Index, as there is no guarantee that such decisions will lead to a positive performance of the Index. The performance of the Index and hence the Product depends, *inter alia*, on the quality of the Index Sponsor's decisions. Investors need to conduct their own due diligence with respect to the Index Sponsor.

Neither the Issuer nor any of its affiliates take any responsibility for the selection of Index components, as long as they are not taking this responsibility explicitly as part of their capacity as Index Sponsor or Index Calculation Agent.

See “—*Risk Factors Relating to the 21Shares Index as an Underlying*”.

### ***Investing in the Products Does Not Correspond to a Direct Investment in the Underlying***

Investors should be aware that the market value of the Products may not have a direct relationship with the prevailing price of the Underlying or Underlying Components and changes in the prevailing price of the Underlying or Underlying Components will not necessarily result in a comparable change in the market value of the Product(s).

The performance of the Products may differ significantly from returns on direct holdings of Underlyings or Underlying Components as a result of the negative effect of the investor fee or any redemption charge, in addition to the negative effect of any other risks described herein. The return on Products will not reflect the return if the Investor had actually owned the Underlying or Underlying Component or a security directly linked to the performance of the applicable Index and held such investment for a similar period.

See “—*No Rights to Underlying or Underlying Component*”.

### ***Products Listed on the SIX Swiss Exchange or Any Other Exchange May Be Suspended from Trading***

The SIX Swiss Exchange provides for rules determining admissible underlying instruments for ETPs. It cannot be excluded that during the lifetime of a Product, the Underlying or any Underlying Component is no longer an admissible underlying under the rules of the SIX or any other applicable exchange for reasons beyond the control of the Issuer. Should an Underlying or any Underlying Component of a Product no longer be considered an admissible underlying, such a change may have a material adverse effect on the Products and/or may lead to the suspension or de-listing of the Product.

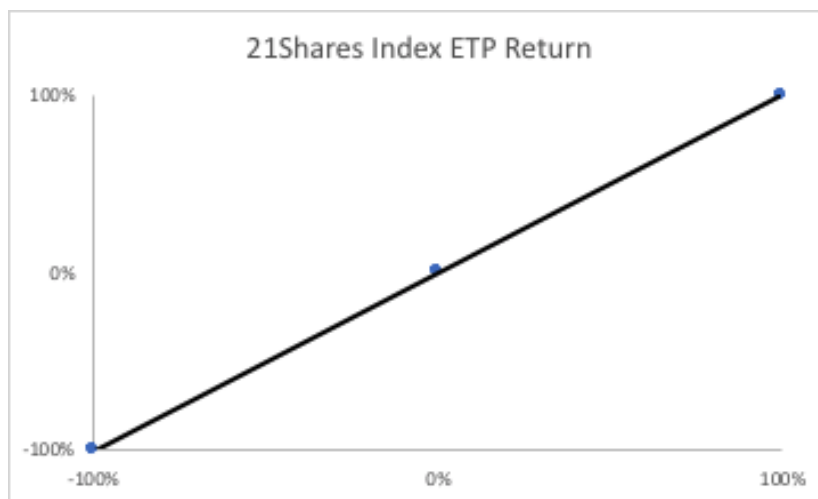
In addition, it cannot be excluded that the any Product will not be suspended from trading or de-listed from SIX or any other applicable exchange during the lifetime of such Product for other reasons other than no longer being classified as an admissible underlying.

### ***Passive Investment Risk***

The Products are not actively managed and may be affected by a general decline in market segments related to their respective Underlying(s) or Underlying Component(s). Neither the Issuer nor any other party will actively

manage any assets held as Collateral or their allocation under the relevant index methodology. As a result, the Issuer will not take any action to attempt to reduce the risk of loss resulting from price decreases.

Graphically, the risk on an investment in the Products can be displayed as follows:



The diagram above indicates that Products, without the effect of fees, track the Underlying or Underlying Component in direct proportion to any change in crypto pricing.

### ***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. 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.

### ***Redemption***

There are significant restrictions involved in the redemption process for the Products. Investors have an annual right (exercisable on the Investor Put Date specified in the relevant Final Terms) to require the Issuer to redeem all or some of the Products it holds upon no 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. In addition, the Issuer has the right to terminate and redeem Products at its discretion in accordance with Condition 5.1. Authorised Participants may also request the Issuer to terminate and redeem all or part of its holding of Products by delivery of the Crypto Asset Collateral for such Products in accordance with Condition 5.4 (*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 5.3 (*Cash Settlement*). Once the redemption order or Form of Order Request has been received, there is a settlement window during which the Investor will be exposed to fluctuations in the value of the Underlying or Underlying Component, among others. There are also added costs associated with such redemption of Products.

### ***Early Redemption of Products***

The Issuer may, at any time, upon not less than 30 days' notice (or fewer in the event of a change of regulatory framework surrounding Crypto Assets or other material adverse change to the regulatory or tax environment) redeem the Products.

### ***Supply***

The Issuer is under no obligation to issue additional Products. This may create reduced liquidity and increased price volatility in the instrument.

## ***Currency***

The price of Products will be set, and Redemption Amounts will be payable, in the Settlement Currency specified in the relevant Final Terms. Pricing and payments will be made by way of a conversion from the relevant unit of value of the Underlying or Underlying Component into the Settlement Currency at the relevant exchange rate on the applicable date.

To the extent that an Investor values the Products in a currency other than the Settlement Currency, that value will be affected by changes in the exchange rate between the Settlement Currency and such other currency.

## ***Lending arrangements denominated in the Underlying or Underlying Components***

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

## ***Realisation of Collateral***

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

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

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

### ***Recognition of Security and Choice of Law in Other Jurisdictions***

The laws of certain jurisdictions may affect some or all of the assets comprising the Collateral. In the event that the laws of a jurisdiction do not recognise the security granted by the Pledge of Collateral Account Agreement, such security may not be effective in relation to assets deemed located in that jurisdiction and/or such assets may be subject to claims which would otherwise rank after claims secured by the Pledge of Collateral Account Agreement.

In addition, while the terms and conditions of the Products and the Paying Agency Agreement are governed by Swiss Law, the Security Documents are governed by the laws of the State of South Dakota or by the laws of the State of New York or by the laws of the State of England or by the laws of Switzerland, as applicable, 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, and the Administration Agreement is governed by the laws of the State of Colorado. Any agreements with an additional paying agent (including a Swiss Paying Agent), any calculation agent or any other service provider or agent may also be governed by the laws in different jurisdictions. There can be no assurance that, upon enforcement or otherwise, a court will recognise the choice of law or apply foreign law principles in the same way as a domestic court would in respect of any Transaction Document.

### ***Investors have no Direct Ownership Interest or Right to Delivery of the Collateral***

Investing in Products will not make an Investor the owner of any Collateral. Any amounts payable on the Products will be made in cash and the holders of the Products will have no right to receive delivery of any Collateral at any time.

### ***Undertakings for Collective Investment in Transferable Securities (UCITS)***

Products issued under the Programme are issued in the form of debt securities. The Products 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 co-ordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (№ 2009/65/CE), as amended (the **UCITS Directive**), as locally implemented in Member States of the EU.

In addition, the Products are, subject to the below qualifications, believed to be eligible for investment by a scheme which is an undertaking for collective investment in transferable securities subject to the UCITS Directive (**UCITS Scheme**).

However, there can be no assurance that the courts or regulatory authorities in any jurisdiction would not apply a different interpretation, including recharacterising the Products or their Underlyings as units in a collective investment scheme or a fund or as regards to the eligibility of the Products or their Underlyings for investment by a UCITS Scheme. Any such difference in interpretation may have adverse consequences (including, without limitation, adverse tax consequences) for an investor.

**Prospective Investors that are UCITS Schemes need to satisfy themselves that an investment in the Products and/or their Underlyings would comply with the UCITS Directive and any laws, regulations or guidelines applicable to them and would be in line with their individual investment objectives. If in doubt, prospective investors are advised to contact or consult their regulator(s).**

**Prospective Investors should also consult their professional advisers on the implications, and in particular, the tax implications, of investment in the Products and any risk of recharacterisation of the Products.**

### ***Collateral Agent***

The Collateral Agent and its affiliates may act in a number of capacities in respect of Products issued under the Programme including, without limitation, as Collateral Agent. The Collateral Agent and its affiliates acting in such capacities in connection with the Products will have only the duties and responsibilities expressly agreed to by such entities in the relevant capacity and will not, by virtue of acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity. Law Debenture and its affiliates in their various capacities in connection with the Products may enter into business dealings, from which they may derive revenues and profits in addition to any fees, without any duty to account therefor.

### ***Enforcement by Collateral Agent***

The Collateral Agent may take any action permitted by the Collateral Agent Agreement in an enforcement scenario without having regard to the effect of such action on individual Investors.

Fees, costs and expenses for the Collateral Agent will need to be paid in advance. All fees, costs and expenses related to enforcement will be the sole responsibility of, and will be deducted from any payments made to, the relevant Investors.

### ***Collateral Agent's responsibility in respect of payments***

The Collateral Agent shall have no responsibility whatsoever to any other party hereto or to any Investor as regards any deficiency which might arise because the Collateral Agent is subject to any tax in respect of the Collateral or any part thereof or any income therefrom or any proceeds thereof.

### ***Collateral Agent's duties and potential conflicts of interest***

In connection with the exercise by it of any of its powers, authorities, duties or discretions under this Deed or any other Transaction Document and subject always to the other provisions of the Collateral Agent Agreement, the Collateral Agent shall have regard to the general interests of the Investors, but shall not have regard to any interests arising from circumstances particular to individual Investors (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Investors (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Collateral Agent shall not be entitled to require, nor shall any Investor be entitled to claim, from the Issuer, the Collateral Agent or any other person any indemnification or payment in respect of any tax or stamp duty consequences of any such exercise upon individual Investors, except to the extent already provided for in the Transaction Documents and/or in any undertaking or covenant given in addition thereto or in substitution therefor under the Collateral Agent Agreement.

### ***No Recourse***

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 Swiss Paying Agent (or any other paying agent that may be appointed), the Product 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, which may be significant.

### **No Guarantee**

No person has guaranteed the performance of the Issuer's obligations, and no holder of Products has any direct rights of enforcement against any such person. However, the Collateral Agent on behalf of the Investors may enforce the obligations of the Issuer under the General Terms and Conditions or the Issuer Security (as defined herein).

### **No Gross Up**

Each holder of Products will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Products. In the event that any withholding or deduction for or on account of tax is imposed on payments on the Products, the holders of the Products will be subject to such tax or deduction and will not be entitled to receive amounts to compensate for such withholding or deduction. No event of default will occur as a result of any such withholding or deduction.

### **Change of law**

The General Terms and Conditions of the Products are governed by Swiss law. No assurance can be given as to the impact of any possible judicial decision or change to Swiss law or administrative practice after the date of issue of the relevant Products.

### **Risks Relating to Authorised Participants**

#### ***Market-making by Authorised Participants***

The price (if any) provided by an Authorised Participant for the purchase or sale of Products in the secondary market (whether in an on-exchange or off-exchange transaction), and the number of Products subject to any such offer, will be determined at the absolute discretion of that Authorised Participant by reference to such factors as it sees fit.

An Authorised Participant may maintain such bid/offer spread as it determines in its absolute discretion. The bid/offer spread is the difference between the bid price (*i.e.*, the price at which an Investor can sell Products to the Authorised Participant) and the offer price (*i.e.*, the price at which a holder can buy Products from the Authorised Participant). Any price provided by an Authorised Participant or other secondary market price may take into account fees (including any fees charged by the Issuer to such Authorised Participant), charges, duties, taxes, commissions, liquidity, market spreads and/or other factors.

Prospective investors should note that: (i) not all market participants and Authorised Participants will determine the price of Products in the same manner, and the variation between such valuations and prices quoted may be substantial; (ii) the number of Products of a Series subject to any offer made by an Authorised Participant or otherwise in the secondary market may be affected by market demand for the Products of that Series, the number of Products of that Series in issue, whether subscriptions can be processed and prevailing market conditions; (iii) they may not be able to sell their Products quickly, easily or at prices that will provide them with a yield comparable to other similar investments; (iv) any price at which the Products of a Series may be sold prior to the Redemption Date may be at a discount, which could be substantial, to the price at which the Products were acquired by the relevant investor; and (v) illiquidity may have a severely adverse effect on the market price per Product.

Prospective investors should be aware that Products requested for issue and subscribed for by an Authorised Participant may be held on an inventory basis by such Authorised Participant and offered for sale and/or sold over a period of time. Investors should not assume that Products will automatically be placed with investors by the relevant Authorised Participant(s) immediately upon issue. To the extent that the Authorised Participants hold Products at any time, they may exercise their rights under them in such manner as they see fit in their own interests and need not have regard to the interests of other holders of Products or any other person.



### ***Authorised Participant Concentration Risk***

Only an Authorised Participant may engage in creation or redemption transactions directly with the Issuer. As at the date of this Base Prospectus, there are two Authorised Participant for the Products. The Issuer reserves the right to change, increase or decrease the number of Authorised Participants or any individual firm. The liquidity of the Products may be affected by these changes or the withdrawal of any designated Authorised Participant.

Should the currently designated institutions exit the business or become unable to proceed with creation and/or redemption orders and no other Authorised Participant is able to step forward to make creation and/or redemption orders, the Products may trade at a discount and face delisting or a general call on the securities.

See “*The Authorised Participant’s Role*”.

The current list of Authorised Participants may be found at <https://21shares.com/ir#authorised-participants>.

### ***Other Business Activities of Authorised Participants***

The Authorised Participants and/or their respective affiliates may be active traders in Crypto Assets. These trading activities may present a conflict between the interests of holders of the Products and the interests of the Authorised Participants and their respective affiliates may have in their proprietary accounts, in facilitating transactions for their customers and in accounts under their management. These trading activities, if they influence the value of an Underlying or Index to which a Series of Products is linked, could be adverse to the interests of the Investors. The Authorised Participants and their respective affiliates may also issue or underwrite additional securities or trade other products the return on which is linked to the value of an Underlying or Index linked to a Series of Products or other similar strategies. An increased level of investment in these products may negatively affect the level of an Underlying or Index to which a Series of Products is linked and therefore the amount payable in respect of such Series of Products on redemption (in respect of redemptions other than pursuant to Condition 5.4 (*Redemption at the Option of an Authorised Participant*)), as applicable, and the market value of such Products. These activities could give rise to conflicts of interest which are adverse to the interests of the Investors and could adversely affect the market value of such Products. With respect to any of the activities described above, none of the Authorised Participants or any of their respective affiliates has any obligation to the Issuer to take the needs of any buyers, sellers or holders of the Products into consideration at any time.

### ***Limited Rights of Investors to Redeem Products***

Subject to an Investor’s annual right to request that the Issuer redeem its Products (as set out in Condition 5.2), only Authorised Participants may request that the Issuer redeems Products, save in relation to redemptions announced by the Issuer.

The Issuer has agreed to use reasonable endeavours to ensure that at all times there is at least one Authorised Participant. There can, however, be no assurance that there will at all times be an Authorised Participant to request that the Issuer redeems Products. In such event, it may be difficult or impossible to sell Products on the SIX Swiss Exchange or other exchanges or within a reasonable time period.

See “*The Authorised Participant’s Role*”.

## **Risk Factors Relating to the Underlyings or Underlying Components Generally**

### ***Special Risks related to Crypto Assets as Underlyings***

Users of Crypto Assets, such as crypto currencies, and therefore investors in products with Crypto Assets and as an underlying, such as the Products, are exposed to elevated risk of fraud and loss, including, but not limited to, through cyber-attacks. Several exchanges specializing in sales of Crypto Assets such as Bitcoin, for example, have already had to cease their activities or have been closed for other reasons, including, in some cases, because of cyber-attacks. Crypto Assets, such as the Underlyings or Underlying Components of any Product and Crypto Assets used as collateral, such as the Collateral, can be stolen. Crypto Assets are stored in a crypto wallet, accessible via a private key, which can be compromised. While crypto wallets do not store or contain the underlying currency, they store public and private keys, which are used as an address for receiving the Crypto Asset or for spending the Crypto Asset, and both forms of transactions are recorded on the public immutable ledger, the blockchain. By using the private key, a person is able to spend the Crypto Asset, effectively sending it away from the account and recording that transaction on the immutable ledger, the blockchain. If a private key is compromised, the Crypto Assets associated with that specific public key may be stolen. Unlike traditional banking transactions, once a transaction has been added to the blockchain, it cannot be reversed.

Thefts and cyber-attacks can have a negative impact on the reputation of the currency or the market place concerned and thus affect negatively the market price of Crypto Assets. Through the Products, Investors would indirectly participate in such a negative performance, and a loss, including a total loss, would be possible. While the Issuer and the Custodian for the Collateral have taken reasonable measures to prevent a theft or hacking of the Underlyings or Underlying Components also used as Collateral for the Products, such event cannot be fully excluded and the losses associated with such an event would be borne by Investors. Moreover, incidences of theft or hacking of Crypto Assets other than the Collateral can also negatively influence the market price, value, or liquidity of the Crypto Assets used as Underlyings and Collateral for a specific Product.

Certain Crypto Assets, such as Bitcoins, can be used pseudonymously and do not have to be traded through government institutions or banks. They can be purchased directly from an owner or a certain trading venue. These platforms are generally not regulated. Investors thus face increased risk of the Issuer identifying occurrence of a trading disruption in the broader Crypto Asset market, which could affect the value of their investment in the product.

The market value of most Crypto Assets is not based on any kind of claim, nor backed by any physical asset. Instead, the market value depends entirely on the expectation of being usable in future transactions and continued interest from investors. This strong correlation between an expectation and market value is the basis for the current and probably future volatility of the market value of most Crypto Assets and may increase the likelihood of momentum pricing.

Certain Crypto Assets can be used for staking, a consensus algorithm used by some blockchains to validate agreements. Such Crypto Assets are subject to the risk of slashing. Slashing is a mechanism built into proof of stake blockchain protocols to discourage validator misbehavior. Slashing is designed to incentivize node security, availability, and network participation. The two key misbehaviors 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.

### ***Country-specific Regulatory Risk***

The legal status of Bitcoin (BTC), Ethereum Ether (ETH), Bitcoin Cash (BCH), Ripple (XRP), Litecoin (LTC), Stellar Lumens (XLM), EOS (EOS), and other Crypto Assets varies substantially from country to country. In many countries, the legal status is still undefined or changing. Some countries have deemed the usage of Bitcoin illegal. Other countries have banned Crypto Assets or securities or derivatives in respect to them (including for certain categories of investor), banned the local banks from working with Crypto Assets or restricted Crypto Assets in other ways. Furthermore, the status of Crypto Assets remains undefined and there is uncertainty as to whether the underlying Crypto Assets are a security, money, a commodity or property. In some countries, such as the United States, different government agencies define Crypto Assets differently, leading to regulatory conflict and uncertainty. This uncertainty is compounded by the rapid evolution of regulations. Countries may, in the future, explicitly restrict, outlaw or curtail the acquisition, use, trade or redemption of Crypto Assets. In such a scenario,

holding or trading securities tracking or linked to Crypto Assets, such as the Products, could be considered illegal and could be subject to sanction.

## **Brexit**

Pursuant to the European Referendum Act 2015, a referendum on the United Kingdom's membership of the EU (the **UK's EU Referendum**) was held on 23 June 2016 with the majority voting to leave the EU. On 29 March 2017, the UK Government exercised its right under Article 50 of the Treaty of the European Union to leave the EU. On 31 January 2020, the UK left the EU. This departure is subject to a withdrawal agreement (as implemented into UK law by the European Union (Withdrawal Agreement) Act 2020) between the UK and the remaining EU member states, which provides for a transition period lasting end 31 December 2020 (unless extended) during which EU law continues to apply to the UK.

Whilst there can be no certainty as to the long or medium term consequences of the UK's departure from the EU, there could be short-term volatility which could have a negative impact on general economic conditions in the UK and business and consumer confidence in the UK, which may in turn have a negative impact elsewhere in the EU and more widely. The longer-term consequences may be affected by the length of time it takes for the UK to leave the EU and the terms of any future arrangements the UK has with the remaining member states of the EU. Among other things, the UK's decision to leave the EU could lead to instability in the foreign exchange markets, including volatility in the value of the pound sterling or the Euro. Deteriorating business, consumer or investor confidence could lead to (i) reduced levels of business activity; (ii) higher levels of default rates and impairment; and (iii) mark to market losses in trading portfolios resulting from changes in credit ratings, share prices and solvency of counterparties. No assurance can be given that such matters would not adversely affect the market value and/or the liquidity of the Products in the secondary market.

## ***Changes in Regulation of Crypto Assets and Regulatory Call***

The regulation of Crypto Assets is subject to change. It cannot, therefore, be ruled out that the regulatory treatment of Crypto Assets or products linked to Crypto Assets by national authorities and courts or international standard setting bodies could be subject to changes in the future. As a result of such changes, the purchase and/or direct or indirect investment in certain of the Products, Crypto Assets, or certain Crypto Assets, including with respect to Underlyings or Products may be prohibited or otherwise restricted.

In accordance with the General Terms and Conditions, the Issuer may redeem all outstanding Products in a Series, *inter alia*, for reasons of regulatory changes affecting the Products or any of the Underlyings or Underlying Components (a **Regulatory Call**). Accordingly, Investors should consult their personal legal advisors before making any decision to purchase the Products and must be aware of, and be prepared to bear the risk of, a potential early redemption due to regulatory reasons. The Issuer and their affiliates do not accept any liability for adverse regulatory consequences of an investment in the Products.

Moreover, changes in the regulation of Crypto Assets, or certain Crypto Assets, including with respect to Underlyings or Underlying Components, may adversely impact the Issuer, the value of the Product, the value of any of the Underlyings or Underlying Components and the value of the Collateral. As a result, Investors bear the risk of a loss of part or all of their investment.

## ***Tax Risk related to Crypto Assets***

The taxation of Crypto Assets and associated companies can vary significantly by jurisdiction and are subject to significant revisions. These revisions, or the application of new tax schemes or taxation in additional jurisdictions, may adversely impact the Issuer's performance. Furthermore, the status of Crypto Assets remains undefined and there is uncertainty as to whether the underlying Crypto Assets are a security, money, a commodity or property. Accordingly, the way in which Crypto Assets are taxed varies from country to country. Before making a decision to invest in Products, Investors should consult their local tax advisor on taxation.

The Issuer may become exposed to significant tax risk. Any major tax burden may hinder the Issuer's ability to maintain the listing and, in the event that such tax burden results in insolvency, to otherwise continue to operate as expected.

## ***Valuation of Crypto Assets***

The market value of Crypto Assets is not related to any specific company, government or asset. The valuation of these assets depends on future expectations for the value of the network, number of transactions and the overall usage of the asset. This means that a significant amount of the value in Crypto Assets is speculative and could lead to increased volatility. Investors could experience significant gains, losses and/or volatility depending on the valuation of Crypto Assets through the exposure to Underlyings or Underlying Components by the Products.

Valuation may also vary significantly by geography, as local exchanges are not necessarily compatible with all Crypto Assets and assets may be difficult to move in and out of any specific market. As a result, geographic arbitrage can have a considerable effect on valuation and, in turn, on the returns from Underlyings or Underlying Components and the Products.

Momentum pricing of Crypto Assets has previously resulted, and may continue to result, in speculation regarding future appreciation or depreciation in the value of such assets, further contributing to volatility and potentially inflating prices at any given time. As a result, pricing of Crypto Assets may change due to shifting investor confidence in future outlook of the asset class. These dynamics may impact the value of an investment in Products.

## ***Potential for Market Abuse***

The markets of Underlyings and/or Underlying Components is growing rapidly. These markets are local, national and international and include a broadening range of products and participants. Significant trading may occur on systems and platforms with minimum predictability. Any sudden, rapid change in demand and supply of any Underlyings, especially those with a small market capitalisation or small unit price, could cause significant price volatilities. In addition, most Crypto Assets are not backed by any central government, resulting in different regulatory standards across countries and regions. See “—Country-specific Regulatory Risk”. While the Issuer only interacts with regulated or self-regulated exchanges with KYC/AML policies, there are a number of other Crypto Asset exchanges that have significantly fewer stringent checks. Furthermore, there can also be no assurance that the KYC/AML policies of the exchanges used by the Issuer will be sufficiently robust. The characteristic of the Underlyings and underlying infrastructure could be used by certain market participants to exploit arbitrage opportunities through schemes such as front-running, spoofing, pump-and-dump and fraud across different systems, platforms or geographic locations. As a result of reduced oversight, these schemes may be more prevalent in the Crypto Asset market than in the general market for financial products.

Any market abuse, and a loss of investor confidence in the Underlyings and/or Underlying Components, may adversely impact an investment in the Products, the ability of the Issuer to operate and broad pricing trends in any individual Underlying or in Crypto Assets as a whole.

## ***Failure of Crypto Exchanges***

Disruptions at Crypto Exchanges and potential consequences of a Crypto Exchange’s failure could adversely affect the performance of the Underlying and the Products. Crypto Exchanges operate websites on which users can trade Crypto Assets for fiat currencies, such as U.S. Dollars and Euros, or other digital assets. Trades on these exchanges can be unrelated to transfers of the Crypto Assets between users via the respective crypto network if the exchange co-mingles funds and does not offer a unique wallet address for each customer. For example, co-mingling refers to a lack of segregation of customer assets and is a common practice among many Crypto Exchanges. These exchanges might not provide a unique Wallet for each user and as a result, might have one or more large Wallets composed of the assets of several users, comingled. This results in a centralisation of a large amount of assets in a single location and could therefore increase the amount of damage or theft that can be done from a negative situation such as a hack.

As a result, sometimes Crypto Assets’ trades on Crypto Assets exchanges are recorded on the Crypto Exchange’s internal ledger only, and each internal ledger entry for a trade will correspond to an entry for an offsetting trade in government currency or other digital asset. To sell Crypto Assets on a Crypto Exchange, a user will transfer Crypto Assets (using the Crypto Assets network) from himself or herself to the Crypto Exchange. Conversely, to buy Crypto Assets on a Crypto Exchange, a user will transfer fiat currency or other digital assets to the Crypto Exchange. After completing the transfer of Crypto Assets or fiat currency, the user will execute his or her trade

and withdraw either the Crypto Assets (using the Crypto Assets network) or the fiat currency back to the user. The Issuer does not intend to use commingled accounts for the custody of Collateral for the Products.

Crypto Exchanges are an important part of the Crypto Assets industry. Crypto Exchanges have a limited history. Since 2009, several Crypto Exchanges have been closed or experienced disruptions due to fraud, failure and/or security breaches, or have distributed denial of service attacks also known as “DDoS Attacks.” In many of these instances, the customers of such Crypto Exchanges were not compensated for the partial or complete losses of their funds held at such Crypto Exchange. In 2014, the largest Crypto Exchange at the time, Mt. Gox, filed for bankruptcy in Japan amid reports the exchange lost up to 850,000 Bitcoins, valued then at over \$450 million. Crypto Exchanges are also appealing targets for malware. In 2016, Bitfinex, a Crypto Exchange, reported a security breach that resulted in the theft of approximately 119,756 Crypto Assets valued at the time at approximately \$72 million, a loss which was allocated to all Bitfinex account holders (rather than just specified holders whose wallets were affected directly), regardless of whether the account holder held Crypto Assets or cash in their account. The potential for instability of Crypto Exchanges and the closure or temporary shutdown of such Crypto Exchanges due to fraud, business failure, DDoS Attacks or malware, or otherwise due to regulatory changes, may reduce confidence in Crypto Assets, which may, in turn, result in greater volatility in Crypto Assets and negatively impact the Products.

### ***Technical Risks Related to Crypto Assets***

There are a number of technical risks to which investors in Crypto Assets are exposed including, but not limited to, Flaws in the code, Forks in the underlying protocols, Double Spend and 51% attacks, as further described below.

Bitcoin, Ethereum, and other Crypto Assets are often built on open-source code available to the general public. This makes the underlying source code of these Crypto Assets visible publicly to anyone, anywhere. While the top Crypto Assets sometimes have dedicated teams of contributors, it is often the case that they are unpaid and not full-time employees or contractors. For these reasons, it is possible that flaws or mistakes in the released and public source code could lead to catastrophic damage to the underlying technology, Crypto Assets and networks. It is possible that the volunteer or undedicated team members are unable to stop this damage before it spreads further. It is further possible that a dedicated team or a group of contributors or other technical group may attack the code, directly leading to catastrophic damage. In any of these situations, the value of Investors’ holdings can be severely and detrimentally affected.

Crypto Assets miners earn Crypto Assets by confirming transactions and reaching consensus. The results of this agreement are displayed on the public ledger known as the blockchain. If a single miner, or a group of miners acting in concert, control (even temporarily) a majority of the network mining power (known as hash power) of a particular blockchain network, they could use this control to undertake harmful acts. Such an attack is called a **51% attack**. For example, an individual or group controlling a majority of the Bitcoin network could prevent transactions from posting accurately, or at all, on the blockchain. Furthermore, they could allow for their coins to be spent on multiple occasions and would, in this scenario, have enough network control to confirm and post these transactions to the blockchain, in an attack referred to as **Double Spending**. In a Double Spending situation, the related record of the transaction, posted on the public ledger Blockchain, would become falsified. This could have a detrimental effect on both the sender and the receiver. There are several ways a nefarious cybercriminal could attempt a double-spend, including, but not limited to, sending two conflicting transactions to the network, and creating one transaction but sending the Crypto Assets before releasing that associated block to the blockchain, which would invalidate it. On an exchange with multiple currency trading pairs, it would be possible for a person or individual controlling the majority of a blockchain network to double-spend the coins they control and then subsequently trade them for other currency pairs and transfer them off the exchange to their own private wallet(s). This scenario is more likely to happen with smaller currencies (by measure of market capitalisation) because of the reduced computing power threshold required to control a majority of the network, and has been documented happening multiple times, targeting currencies such as Bitcoin Gold and Verge. It is theoretically possible, even if it is sometimes computationally expensive, to mount a similar 51% or double spending attack on a large currency (by measure of market cap), including Ethereum and Bitcoin. The Underlyings and/or the Underlying Components may also be negatively affected by technical risks such as a 51% attack or Double Spend.

The infrastructure and ecosystem that power Crypto Assets such as Bitcoin and Ethereum are developed by different parties, including affiliated and non-affiliated engineers, engineers, developers, miners, platform developers, evangelists, marketers, exchange operators and other companies based around a service regarding the underlying Crypto Assets, each of whom may have different motivations, drivers, philosophies and incentives. There is, accordingly, a risk that these parties disagree on the future direction of these technologies, which may impede or otherwise negatively affect the development of the technology and, in turn, lead to losses with respect to an Investor's investment.

In cases of particularly strong disagreements, a developer or group of developers can split the code base into two or more branches of variations of development, in what is called a fork. See "*—Risk Factors Relating to the Underlyings or Underlying Components Generally—Crypto Pricing*" and "*—Risk Factors Relating to the Products and the Collateral—Fork Policy Risk & Risks Associated with Newly-Forked Assets*". One of the most prominent examples to date was a fork of Bitcoin that occurred in 2017, taking effect on 1 August 2017, which created the cryptocurrency called Bitcoin Cash. Although Bitcoin Cash is the largest Bitcoin fork (as measured by market capitalisation), Bitcoin has had at least three other major forks of the network (Bitcoin XT, Bitcoin Classic, and Bitcoin Unlimited), as well as three major forks of the cryptocurrency (Bitcoin Cash (BCH), Bitcoin Gold (BTG) and Bitcoin Private (BTCP)). It is possible that Bitcoin's network and/or cryptocurrency will be forked more times in the future. The same has occurred with the second largest cryptocurrency (as measured by market cap), Ethereum. After a nefarious attack on a venture capital project built on Ethereum called The DAO, the newly-forked cryptocurrency Ethereum (ETH) was created, which took away the effects of the hack. The sub-group in the community that refused the hard fork continued to use the original Ethereum blockchain, citing immutability concerns (being against any change in the blockchain on principle), which today is called Ethereum Classic (ETC). As at the date of this Base Prospectus, Ethereum Classic (ETC) is in the top 25 cryptocurrencies. Forks occur throughout the range of Crypto Assets and are not limited to just the largest or most popular products.

In scenarios where a fork occurs, the fork policy of the 21Shares Index, another applicable Index that serves as an Underlying of any Product, or the applicable Product applies. Forks may have a detrimental effect on the value of the Crypto Assets, including by negatively affecting cryptocurrency allocations or by failing to capture of the full value of the newly-forked Crypto Asset if it is removed from the main top 21Shares Index or another applicable Index that serves as an Underlying of any Product for one or more months.

### ***Usage and Network Participation***

Today, there is limited use of Crypto Assets in the retail, commercial, or payments spaces. On a relative basis, speculators make up a significant portion of users. This pattern may contribute to outsized price volatility.

Furthermore, for mined Crypto Assets such as Bitcoin and Ethereum, the incentives for miners to contribute processing power to the respective networks are set to decrease over time. See "*—Cease in Expansion of Processing Power*". The implementation of fees for transactions may result in decreased usage and limit expansion of these or other protocols in the retail, commercial and payments space, adversely impacting investment in the Products. See "*—Potential of Collusion to Raise Transaction Fees*". Conversely, if the reward for miners or the value of the transaction fees is insufficient to motivate miners, they may cease expending processing power for any blockchain to solve blocks and confirm transactions.

### ***Cease in Expansion of Processing Power***

Miners generate revenue from both newly created Crypto Assets (known as the "block reward") and from fees taken upon verification of transactions. If the aggregate revenue from transaction fees and the block reward is below a miner's cost, the miner may cease operations. Additionally, in the event of a fork of the relevant Crypto Asset network, some miners may choose to mine the alternative new bitcoin resulting from the fork, thus reducing processing power on the original blockchain. An acute cessation of mining operations would reduce the collective processing power on the blockchain, which would adversely affect the transaction verification process by temporarily decreasing the speed at which blocks are added to the blockchain and make the blockchain more vulnerable to a malicious actor obtaining control in excess of 50% of the processing power on the blockchain. Reductions in processing power could result in material, though temporary, delays in transaction confirmation time. Any reduction in confidence in the transaction verification process or mining processing power may adversely impact the value of an investment in the Products or the ability of the Issuer to operate.

### ***Potential of Collusion to Raise Transaction Fees***

Crypto Asset miners, functioning in their transaction confirmation capacity, collect fees for each transaction they confirm. Miners validate unconfirmed transactions by adding the previously unconfirmed transactions to new blocks in the blockchain. Miners are not forced to confirm any specific transaction, but they are economically incentivised to confirm valid transactions as a means of collecting fees. Miners have historically accepted relatively low transaction confirmation fees, because miners have a very low marginal cost of validating unconfirmed transactions. If miners collude in an anticompetitive manner to reject low transaction fees, then Crypto Asset users could be forced to pay higher fees, thus reducing the attractiveness of the relevant Crypto Asset network. Crypto Assets mining occurs globally and it may be difficult for authorities to apply antitrust regulations across multiple jurisdictions. Any collusion among miners may adversely impact the attractiveness of Crypto Asset networks and may adversely impact the value of an investment in the Products or the ability of the Issuer to operate.

### ***Market Moving Events***

The price of underlying assets may be affected by other vehicles investing in or otherwise tracking the crypto market. These include, but are not limited to, future contracts, funds and exchange traded products. If any of these instruments investing in the asset class come to represent a significant portion of demand or supply, large issuances or redemptions could impact the global price of the asset and value of the Products.

### ***Innovation***

It is currently unclear which Crypto Assets will become dominant, as the sector continues to innovate and evolve. Changes in the viability of any crypto ecosystem may adversely impact pricing and liquidity of the Crypto Assets and, therefore, of the Products.

### ***Competition***

Crypto Assets face significant competition amongst each other, as well as from other technologies or payment forms, such as Swift, ACH, remittance networks, credit cards and cash. Crypto Assets make up a very small percentage of global payments. There is no guarantee that Crypto Assets will become a dominant form of payments, store of value or method of exchange.

### ***Limited Liquidity and Trading Volume***

Liquidity in Crypto Assets is significantly lower than other major currencies, such as U.S. Dollars, Euros or Japanese Yen, as well as certain stocks, bonds and structured products. As such, there is a greater possibility of market moving events such as a single large sale effecting the global market. Furthermore, liquidity crunches may also occur as a result of lower overall liquidity. In this case, it may be difficult or impossible to buy or sell underlying Crypto Assets, resulting in a significant loss of value. This risk increases significantly as the market capitalisation and liquidity of a Crypto Asset declines and, accordingly, may be a more important risk for assets with lower market capitalisation, such as Litecoin and Bitcoin Cash.

### ***Limited Trading Hours***

Crypto Assets trade 24 hours every day (including Saturday, Sunday and public holidays). The on-exchange trading hours of the Products are restricted to the trading window available on the SIX. Investors cannot invest in or sell the securities on-exchange outside of SIX market hours. This restriction could limit Investor's ability to react to price movements or volatility in crypto markets.

### ***Large-Scale Sales of Crypto Assets***

Political or economic events, either domestically or in foreign jurisdictions, may motivate large-scale buys or sales of Crypto Assets. Large-scale sales of Crypto Assets may result in a decline in the price of Crypto Assets, which may adversely affect an investment in the Products.

## ***Actions of Early Crypto Asset Adopters***

There is no registry showing which individuals or entities own Crypto Assets or the quantity of Crypto Assets owned by any particular person or entity. It is possibly, and in fact, reasonably likely, that a small group of early Crypto Assets adopters hold a significant proportion of the Crypto Assets that has thus far been created. There are no regulations in place that would prevent a large holder of Crypto Assets from selling their Crypto Assets. Such Crypto Assets sales may adversely affect the price of Crypto Assets and an investment in the Products.

## **Risk Factors Relating To Specific Underlyings or Underlying Components**

### ***Risks Specific to Bitcoin (BTC)***

*Production Risk:* Bitcoin is a mined currency, which requires significant use of energy, space and computing power. Should the incentives for miners of the Crypto Asset be insufficient or the costs of validating transactions grow disproportionately, miners could transition to other networks, which could, in turn, slow transaction validation and usage. Any disruption to the production of Bitcoin or the validation of Bitcoin transactions could adversely impact the price of the asset.

*Limited Use Cases:* Bitcoin can sometimes be unsuited for real time payments, as transactions can take considerable time to clear. As such, it is unsuited for a number of commercial uses. This could result in decreasing usage of the network if Bitcoin does not become a store of value asset or meet the needs of another commercial use.

### ***Risks Specific to Ethereum (Ether)***

*Production Risk:* Ethereum is a mined currency, which requires significant use of energy, space, and computing power. Should the incentives for miners of the Crypto Asset be insufficient or the costs of validating transactions grow disproportionately, miners could transition to other networks, which could, in turn, slow transaction validation and usage. Any disruption to the production of Ethereum or the validation of Ethereum transactions could adversely impact the price of the asset.

*Usage:* While Ethereum is expected to have a wide range of uses outside of payment, these use cases are still limited in scale. It is unclear how usage of Ethereum will continue to evolve. Should these additional use cases fail to materialise, it may cause a significant loss of value to the Ethereum network.

### ***Risks Specific to Ripple (XRP)***

*Commercial Risk:* Unlike other Crypto Assets, Ripple's valuation may be more closely tied to the performance of Ripple Inc. or the RippleNet network. Ripple engages in a number of commercial activities in the financial services sectors. As such, the company may be exposed to risks, such as dependence on certain markets or business partners, the company's strategy, future growth or potential failure to do so, behaviour and strategies of competitors, dependence on (price) volatility of supplies, cyclicality of the business, expiry of patents or licenses, production (e.g., mining), innovation, financing risks (e.g., unavailability of additional financing and exposure to changes in interest rates or foreign exchange rates), the company's accounting system, valuation of the Issuer's assets, dependence on authorisations, changes in the legal and regulatory environment, international operations, key personnel, major shareholders, corporate reorganisation, operative turnarounds, financial restructuring, legal, arbitral and/or administrative proceedings, taxes and customs (if any), reputation, interruption of business, pension schemes or compliance.

*Supply:* XRP is a pre-mined asset. This means that, unlike Bitcoin or Ethereum, there are no miners that validate transactions in exchange for newly created units. All of the units of XRP that will ever be created are already in existence. As a result, there is a possibility that supply for XRP exceeds demand, which would, in turn, drastically reduce the value of the asset.

*Usage:* The "RippleNet" network suits a wide variety of use cases in the financial sector, including banking and payments. Unlike other assets, Ripple depends on partners such as certain large financial institutions and



payments networks to drive usage. Any material adverse change to a major partner or service sectors could severely impact the valuation of asset.

*Control:* A small number of investors hold the vast majority of XRP in circulation. This could result in market flooding and significant loss of value should these investors decide to simultaneously liquidate their investments.

*Legal:* Ripple Labs has been the subject of a number of class action lawsuits surrounding XRP. The impact of these legal proceedings may have an adverse impact on the value of XRP.

*Regulatory:* In the U.S., the U.S. Securities and Exchange Commission (SEC) alleged that XRP had been illegally marketed to retail customers. As a result of this, XRP was affected by severe price developments and illiquidity. On December 24, 2020, MV Index Solutions GmbH as the index administrator of the 21Shares Crypto Basket Index (HODL5), decided and announced in line with the applicable Index Guide that XRP be removed from the 21Shares Crypto Basket Index (HODL5) and, therefore, as an Underlying Component for the relevant Products. For more information on regulatory risks generally, see "*Risk Factors Relating to the Underlyings or Underlying Components Generally – Country-specific Regulatory Risk*".

### ***Risks Specific to Bitcoin Cash (BCH)***

*Production Risk:* Bitcoin Cash is a mined currency, which required significant use of energy, space, and computing power. Should the incentives for miners of the Crypto Asset be insufficient or the costs of validating transactions grow disproportionately, miners could transition to other networks, which could, in turn, slow transaction validation and usage. Any disruption to the production of Bitcoin Cash or the validation of Bitcoin Cash transactions could adversely impact the price of the asset.

*Low Usage:* There is significantly lower usage of Bitcoin Cash than other, larger Crypto Assets. Lower usage could result in deteriorating value and liquidity, which could, in turn, adversely impact the valuation of the asset. A significant reduction in usage could also result in a complete loss of investment.

*Increased Technology Risks:* Because the network for Bitcoin Cash is smaller, it may be at greater risk for certain technology risks, including Double Spend and 51% attacks. Any such technological risks could result in loss of confidence the network and significant loss of value.

### ***Risks Specific to Litecoin (LTC)***

*Production Risk:* Litecoin is a mined currency, which required significant use of energy, space and computing power. Should the incentives for miners of the Crypto Asset be insufficient or the costs of validating transactions grow disproportionately, miners could transition to other networks, which could, in turn, slow transaction validation and usage. Any disruption to the production of Litecoin or the validation of Litecoin transactions could adversely impact the price of the asset.

*Low Usage:* There is significantly lower usage of Litecoin than other, larger Crypto Assets. Lower usage could result in deteriorating value and liquidity, which could, in turn, adversely impact the valuation of the asset. A significant reduction in usage could also result in a complete loss of investment.

*Increased Technology Risks:* Because the network for Litecoin is smaller, it may be at greater risk for certain technology risks, including Double Spend and 51% attacks. Any such technological risks could result in loss of confidence the network and significant loss of value.

### ***Risks Specific to EOS***

*Commercial Risk:* EOS software is developed by Block.one, a Cayman Islands exempted company. The EOS token's valuation may be closely tied to the performance of the for-profit corporation Block.one.

*Age Risks:* The launch of the EOS blockchain occurred in June of 2018; accordingly, EOS has had less time in live production compared with other Crypto Assets of similar market capitalisation. As a result, there is a significantly lower usage of EOS than other, larger and smaller Crypto Assets. Lower usage could result in

deteriorating value and liquidity adversely impact the valuation of the asset. A significant reduction in usage could also result in a complete loss of investment.

*Technology Risks:* Unlike Bitcoin and Ethereum, EOS uses a Delegated Proof of Stake (**DPoS**) consensus architecture.

Proof of stake, sometimes also called a deposit-based proof of stake, is a consensus algorithm used by some blockchains to validate agreements. Unlike traditional mining (also called proof-of-work and most referred to in the case of Bitcoin mining), a proof of stake allows a user to validate block transactions based on how many coins they hold. The more coins one holds, the more "mining power" one has. Proof of stake was set up as an alternative to the energy-intensive computing-intensive proof-of-work consensus algorithms. DPoS takes the same deposit-based proof of stake consensus algorithm and seeks to make it more scalable. This is done through the users who would normally be staking directly instead selecting 'witnesses' (or 'delegates') that will vote on their behalf. The top tier of witnesses with the most votes wins the right to validate a transaction and collect a reward. DPoS in practice could run the risk of increased centralisation (it is easier to organise a 51% attack with fewer people running the network) and potentially might allow delegates to create concentrated validator groups. There has not been enough time for some of these consensus algorithm ideas to be fully tested and the ideas here remain a new technology.

Accordingly, DPoS could be an unstable governance mechanism and it is possible that the methods used today by other smart contract platforms, such as Ethereum, or future methods developed in the future will make EOS' DPoS unattractive for participants, detrimentally impacting the network and the value of the EOS tokens.

*Usage Risks:* EOS is designed as a next-generation smart contract platform and, therefore, competes against other smart contract crypto networks, including, but not limited to, DFINITY, Ethereum, Ethereum Classic, Hyperledger, Lisk, NEO, QTUM, and Tezos. EOS is a new platform and has not yet achieved widespread use. There are other platforms, in particular Ethereum, which continue to command a large percent of smart-contract-powered applications. Failure to capture a greater share of smart contract development might detrimentally impact the value of the EOS platform, network and the direct value of the EOS tokens.

### ***Risks Specific to Stellar Lumens (XLM)***

*Usage Risks:* While Stellar was originally aimed at reducing the costs of international remittances, as initial coin offerings (**ICOs**) became popular, Stellar became one of the platforms used to run ICOs, including the large and notable Kik's Kin token offering. If ICOs are deemed by regulatory authorities to be issuances of securities or banned or attacked by any government, the network's reputation, and the value of the underlying Lumen token, may be negatively affected.

*Technology Risks:* Unlike Ethereum, Stellar is not Turing-complete, a feature that leads to significantly faster transaction processing times compared with Ethereum and potentially other smart-contract platforms. Since this is new technology and unproven at mass global scale, it is possible that investors and users may consider Stellar's non Turing-complete platform to be an undesirable feature, which may, in turn, negatively affect the network and the value of the underlying Lumen token. Stellar's Consensus Protocol was launched in 2015 and has not had as much time in production as other protocols. A possible failure or imperfect performance of the protocol might detrimentally affect the value of the underlying Lumens token.

*Low Usage:* Stellar has lower usage numbers in certain metrics when compared with larger assets such as Ethereum. Lower usage could result in deteriorating value and liquidity, which could, in turn, adversely impact the valuation of the asset. A significant reduction in usage could result in a complete loss of investment. The Stellar network might also be a target of nefarious attacks due to its position as a smaller asset with a smaller market capitalisation, which may, in turn, detrimentally affect the value of the underlying Lumens token.

*Supply:* Stellar Lumens is a pre-mined asset. This means that, unlike Bitcoin or Ethereum, there are no miners that validate transactions in exchange for newly created units. The total units of XLM that will ever be created are pre-determined. Stellar Lumens has a built-in, fixed, nominal inflation mechanism of new XLMs being added to the network at the rate of 1% per year. As a result, there is a possibility that supply for XLM exceeds demand, drastically reducing the value of the asset.

### ***Risks Specific to NEO (NEO)***

*Usage Risks:* NEO is designed as a next-generation smart contract platform for, among other things, decentralized applications (dApps). It therefore competes against other smart contract crypto networks, including, but not limited to, DFINITY, Ethereum, Ethereum Classic, Hyperledger, Lisk, Tron, QTUM, EOS, and Tezos. NEO is a new platform and has not yet achieved widespread use. There are other platforms, in particular Ethereum, which continue to command a large percent of smart-contract-powered applications. Failure to capture a greater share of the smart contract market might detrimentally impact the value of the NEO token.

*Increased Technology Risks:* Unlike Bitcoin and Ethereum, NEO uses a consensus mechanism called Delegated Byzantine Fault Tolerant consensus (dBFT) where proxy voting is used to decide which block is appended to the blockchain. However, dBFT comes with significant centralization risk as NEO holders delegate their voting rights to a much smaller group of entities called bookkeepers.

*Control Risks:* NEO has been accused of being centralized due to its dBFT consensus mechanism and the limited number of nodes which have control over block production on NEO. For example, NEO has faced problems in the past where the blockchain has been rendered unusable due to one of the nodes going offline. NEO aims to eventually move closer to decentralization by allowing commercial projects and community entities to run nodes.

### ***Risks Specific to Tron (TRX)***

*Commercial Risk:* Tron, or entities affiliated with Tron's management team, purchased the company behind the BitTorrent protocol, which is a peer-to-peer file sharing (p2p) protocol and application to distribute data and files over the Internet. The TRX token's valuation may be closely tied to the performance of the for-profit entities affiliated with this transaction or the non-profit entities affiliated with Tron.

*Age Risk:* The launch of the Tron Foundation was in September 2017 by current CEO Justin Sun. The Tron mainnet, its own proprietary blockchain, was launched in June 2018. Accordingly, Tron has had less time in live production compared with other Crypto Assets of similar market capitalization. As a result, there can be a significantly lower usage of Tron compared to other, larger and smaller Crypto Assets. Lower usage could result in deteriorating value and liquidity adversely impact the valuation of the asset. A significant reduction in usage could also result in a complete loss of investment.

*Usage Risks:* Tron is designed as a next-generation smart contract platform for, among other things, decentralized applications (dApps). It therefore competes against other smart contract crypto networks, including, but not limited to, DFINITY, Ethereum, Ethereum Classic, Hyperledger, Lisk, NEO, QTUM, EOS, and Tezos. Tron is a new platform and has not yet achieved widespread use. There are other platforms, in particular Ethereum, which continue to command a large percent of smart-contract-powered applications. Failure to capture a greater share of smart contract development might detrimentally impact the value of the TRX token.

*Further Usage Risks:* According to an April 2019 report by analytics firm Dapp Review, up to 64% of Tron is being used for gaming, a portion of which include gaming apps linked to gambling. Regulations for gambling vary from country to country and Tron has indicated they will collaborate with local regulators. An example is that on April 1, Tron has pledged to restrict gambling dApps in Japan, where gambling is prohibited. The Tron network's reputation, and the value of the underlying TRX token, may be negatively affected.

*Technology Risks:* TRON uses a Delegated Proof of Stake (DPoS) consensus mechanism wherein 27 Super Representatives (SRs) are chosen to produce blocks for the networks; these SRs are voted in by TRX holders. However, given that within any voting block the identities of the chosen SRs are limited, this exposes TRON to some amount of centralization risk.

*Control Risks:* The TRON Independent Group (TIG) has control over large amount of TRX tokens, having been entrusted with the tokens held by TRON foundation and therefore can exercise a large amount of control through voting power over the network. TIG is composed of the 27 SRs chosen at the genesis block.

### ***Risks Specific to Cardano (ADA)***

*Usage Risks:* Given the amount of competition amongst the smart contract platforms Cardano is exposed to some non-negligible amount of usage risk due to its competitors Ethereum, EOS, NEO, TRON, & Tezos. Moreover, the usage of Cardano as a smart contract platform lags behind that of its competitors. A large drop in usage could result in deteriorating value and liquidity for Cardano which would in turn negatively affect the valuation of the asset – posing a risk to a given investment.

*Technology Risks:* Unlike Bitcoin and Ethereum, Cardano uses a proof of stake algorithm called Ouroboros. Unlike a proof of work system wherein miners use computation power to compete to be chosen as the one who creates the new block (and therefore receive a reward), in proof of stake, the stakeholder who proposes the next block is selected proportional to the size of the stake that they have. In general, proof of stake systems have not been put to the test to the same extent as proof of work systems and, as a result, carry a certain amount of risk. For example, there is a great deal of research which must go into designing a proof of stake system to ensure its security; an example being ensuring that the stakeholders chosen to mine a block must be provably randomly selected.

### ***Risks Specific to Tezos (XTZ)***

*Technology Risks:* Unlike Bitcoin and Ethereum, Tezos uses a proof of stake algorithm. As opposed to a proof of work system wherein miners use computation power to compete to be chosen as the one who creates the new block (and therefore receive a reward), in proof of stake, the stakeholder who forms the next block is selected proportional to the size of the stake that they have. In Tezos' proof of stake system users can delegate their stake to others instead of engaging in the block proposal system themselves, though this implementation of proof of stake is novel and has not been tested in the real-world to the same extent proof of work systems have been.

*Usage Risks:* Given the amount of competition amongst the smart contract platforms Tezos is exposed to some non-negligible amount of usage risk due to its competitors Ethereum, EOS, NEO, TRON, & Cardano. Moreover, the usage of Tezos as a smart contract platform lags behind that of its competitors. A large drop in usage could result in deteriorating value and liquidity for Tezos which would in turn negatively affect the valuation of the asset – posing a risk to a given investment. Moreover, the fact that Tezos was written in OCaml – a much less popular language when compared to the popular blockchain client programming languages, C++ and GO – can be argued to introduce barriers to developer and consumer adoption.

*Age Risks:* Tezos only launched on June 2018 which is much later than its largest competitor Ethereum which can be argued to pose a further risk. For example, the economy surrounding Tezos can be argued to not be as mature as that of Ethereum so questions over the effectiveness of Tezos' delegated proof of stake (DPoS) consensus mechanism will remain until the blockchain matures.

*Technology Risks:* Unlike Bitcoin and Ethereum, Tezos uses a proof of stake mechanism by which the various participants in Tezos reach consensus on the state of the blockchain based on the amount of Tezos they own. Any stakeholders can participate in the consensus process and be rewarded by the protocol for contributing to the security of the network.

*Control Risks:* Tezos has suffered from issues in corporate governance such as the since-resolved dispute between Kathleen & Arthur Breitman (founders of Tezos) & the ex-president of the Tezos foundation, Johann Gevers. This experience briefly limited Tezos development & the ecosystem's operations due to the Tezos foundation's inability to fund engineers and product development. Further issues with the Tezos Foundation or Dynamic Ledger Solutions (DLS) – the company handling software development for Tezos – could further damage Tezos' development roadmap.

### ***Risks Specific to Monero (XMR)***

*Technology Risks:* Monero maintains privacy using a cryptographic technique called ring signature where a user's transactions are mixed with those of others, thus making it difficult for third parties to establish links between each subsequent transaction. Moreover, there are other technological advancements used by Monero such as stealth addresses and ring confidential transaction. Given these privacy-preserving techniques there are risks associated

with the potential failure of such techniques to maintain anonymity or damaging the ability of the Monero network to facilitate transactions – both such risks could damage the value proposition of Monero.

*Legal Risks:* Monero and other privacy coins have a history of being used on darknet and other illicit markets and as such governments are likely interested in implementing law to make such transactions more accountable and transparent to limit such activity. For example, senior members of the US Secret Service Office of Investigations have recommended that privacy-focused cryptocurrencies should be regulated to prevent fraud. There is the possibility that such regulation could negatively affect the value proposition of Monero in the long term.

*Usage Risks:* There is a large amount of competition within the privacy-focused cryptocurrency sector with examples including Zcash, Grin, & Dash. Given that the privacy sector is likely to be a winner-takes-all market, the cryptocurrency with the most optimal privacy-preserving features is likely to control a disproportionately large portion of the sector's market share. There is the risk if Monero's approach to privacy may be suboptimal compared to its competitors then it could see its value decrease in the long term.

### ***Risks Specific to Dash (DASH)***

*Technology Risks:* Dash's governance is handled through a kind of decentralized autonomous organization (DAO) wherein decisions over the future of the cryptocurrency are controlled by special users on the network called Masternodes. Moreover, Dash offers private transactions called PrivateSend. The governance and risk features expose Dash to a non-negligible amount of technological risk which could negatively affect Dash's value.

*Legal Risks:* Dash and other privacy coins have a historical of use within darknet and other illicit markets and as such governments are likely interested in implementing law to make such transactions more accountable and transparent to limit such activity. For example, senior members of the US Secret Service Office of Investigations have recommended that privacy-focused cryptocurrencies should be regulated to prevent fraud. There is the possibility that such regulation could negatively affect the value proposition of Monero in the long term.

*Usage Risks:* There is a large amount of competition within the privacy-focused cryptocurrency sector with examples including Monero, Grin, & Dash. & Zcash that the privacy sector is likely to be a winner-takes-all market, the cryptocurrency with the most optimal privacy-preserving features is likely to control a disproportionately large portion of the sector's market share. There is the risk that if Dash's approach to privacy is suboptimal compared to its competitors then it could see its value decrease in the long term.

*Control Risks:* Given the Masternode-controlled governance structure of Dash, the cryptocurrency is somewhat exposed to control risk due to the potential of Masternodes coming to dominate decisions made about the future of the blockchain. If Masternodes approve suboptimal proposals or the governance process is captured by a small group of individuals then this could have a negative impact on the cryptocurrency's value.

### ***Risks Specific to Zcash (ZEC)***

*Technology Risks:* Zcash uses a cryptographic innovation called zero-knowledge proofs which allow for privacy-preserving transactions on the Zcash blockchain. However, due to the state-of-the-art nature of these techniques there remains the risk that the integrity of the Zcash ledger could be compromised due to bugs in the software. For example, there was a successfully remediated bug found in early February 2019 which could have allowed for the counterfeiting of Zcash.

*Legal Risks:* Zcash and other privacy coins have a historical of use within darknet and other illicit markets and as such governments are likely interested in implementing law to make such transactions more accountable and transparent to limit such activity. For example, senior members of the US Secret Service Office of Investigations have recommended that privacy-focused cryptocurrencies should be regulated to prevent fraud. There is the possibility that such regulation could negatively affect the value proposition of Zcash in the long term.

*Usage Risks:* There is a large amount of competition within the privacy-focused cryptocurrency sector with examples including Monero, Grin, & Dash. & Zcash that the privacy sector is likely to be a winner-takes-all market, the cryptocurrency with the most optimal privacy-preserving features is likely to control a disproportionately large

portion of the sector's market share. There is the risk if Zcash's approach to privacy may be suboptimal compared to its competitors then it could see its value decrease in the long term.

*Control Risks:* Zcash works off a similar monetary policy wherein 21 million Zcash currency units will get distributed over time through block rewards. 10% of the overall Zcash mining reward – designated as the founders' reward – will be distributed to the stakeholders in Zcash company (founders, investors, employees, and advisors). Given the large amount of Zcash currency units which are in the control of a small number of closely-tied individuals, there is the risk that such individuals could exercise control over the Zcash market, as well as the Zcash development process. This can be classified as a centralization risk and could have a negative impact on the valuation of Zcash in the long-term.

### ***Risks Specific to Binance Coin (BNB)***

*Technology Risks:* Unlike Bitcoin and Ethereum, Binance Chain uses a Byzantine Fault Tolerant consensus mechanism and is due to switch to a Proof of Stake-based consensus mechanism wherein blocks are created by a group of pre-selected validators. The architecture is similar to that of EOS and NEO, as such it comes with the same risk of centralization and a reduced level of fault-tolerance compared to more decentralized blockchains such as Bitcoin.

*Control Risks:* Binance Chain is developed by and closely tied to Binance, the cryptocurrency exchange. Given its close ties to a centralized authority there is the risk that if Binance act against the interests of the Binance Chain & Binance Coin then the valuation of the cryptocurrency could be damaged.

*Usage Risks:* Binance Chain aims to be a blockchain for the decentralized exchange of tokens and Binance Coin's valuation thesis is derived from this fact. As a result, there remains the risk that, if the decentralized exchange sector does not continue to grow in prominence, that Binance Chain and Binance Coin will fail to become widely adopted. In this case the utility of Binance Coin and, as a result, the value of Binance coin will be limited.

*Age Risks:* Binance Chain is a recently launched blockchain and as such there are the expected risks associated with early-stage blockchains. For example, there is the risk that bugs found in the blockchain could damage the long-term value of Binance Coin.

### ***Risks Specific to IOTA (MIOTA)***

*Technology Risks:* Unlike other cryptocurrencies which use a blockchain to store the transaction history. IOTA's distributed ledger does not consist of transactions grouped into blocks and stored in sequential chains, but rather as a stream of individual transactions linked together as a Directed Acyclic Graph (DAG). IOTA's unique ledger structure based off relatively untested technology presents a risk as faults within its structure could compromise the integrity of its ledger. For example, the Digital Currency Initiative at the MIT Media Lab published a report arguing that had at one point been vulnerable to attacks on the cryptography used in the IOTA blockchain. This could have a negative impact on the value of IOTA.

*Control Risks:* A fundamental part of IOTA's security is the role that the Coordinator plays. The Coordinator is a special node within the IOTA network which helps maintain its security in the intermediate stage whilst its consensus algorithm cannot be sustained in a fully decentralized way. As such, the Coordinator can be seen as a semi-centralized entity whose failure would negatively affect the integrity of the IOTA ledger. This could have a negative impact on the value of IOTA.

*Usage Risks:* Currently, IOTA's use case within decentralized Internet of Things applications is extremely limited. If its primary use case does not continue to gather steam over the next year then the cryptocurrency's primary value proposition could be compromised.

### ***Risks Specific to Ontology (ONT)***

*Technology Risks:* Given the complexity of Ontology's architecture as well as the lofty ambitions of the project, there is a large amount of risk involved with the possibility that the project may not deliver on its technological promises. Several of the problem areas that Ontology is tackling such as decentralized identity and distributed

data exchange are incredibly hard problem. Ontology's failure to deliver on the promises outlined in their white paper could damage the long-term value proposition of the cryptocurrency.

*Usage Risks:* Given the amount of competition amongst the smart contract platforms, Ontology is exposed to some non-negligible amount of usage risk due to its competitors Ethereum, EOS, NEO, TRON, & Tezos. Moreover, the usage of Ontology as a smart contract platform lags behind that of its competitors. A large drop in usage could result in deteriorating value and liquidity for Ontology which would in turn negatively affect the valuation of the asset.

### ***Risks Specific to NEM (XEM)***

*Technology Risks:* Unlike more established blockchains such as Bitcoin or Ethereum which use common consensus algorithms such as Proof of Work, NEM's Proof of Importance consensus mechanism is newer and therefore less tested. There is therefore the risk that if a flaw is found in NEM's consensus algorithm this could damage the integrity of its ledger and therefore hurt its value proposition.

*Usage Risks:* Given the amount of competition amongst the smart contract platforms NEM is exposed to some non-negligible amount of usage risk due to its competitors Ethereum, EOS, NEO, TRON, & Cardano. Moreover, the usage of NEM as a smart contract platform lags behind that of its competitors. A large drop in usage could result in deteriorating value and liquidity for NEM which would in turn negatively affect the valuation of the asset.

### ***Risks Specific to Cosmos (ATOM)***

*Technology Risks:* Cosmos was designed to solve today's hardest blockchain problems – scalability, usability, and interoperability. As a result, there is a risk that some of the innovations that Cosmos has designed, such as their use of a special consensus algorithm called 'Tendermint Consensus' could have currently-unknown flaws, bugs, or inefficiencies which damage the long-term viability of the crypto asset.

*Usage Risks:* Cosmos has a number of competitors such as Polkadot – which is attempting to build a similar 'network for blockchains' –, moreover, smart contract platforms like Ethereum, Tezos, and EOS can also be seen as competitors due to the similar functionality which is possible on the two networks and their focus on finding ways to also improve their own scalability and interoperability. Each competitor is tackling the problem of scaling in various different ways and there is the risk that Cosmos' solution to the problem turns out to be suboptimal compared to others. If this is the case there is the risk the use of Cosmos will be diverted away to its competitors over time; in such a scenario this would damage the long-term value of the ATOM cryptocurrency.

*Control Risks:* Cosmos' Tendermint consensus algorithm works in such a way that validators – the equivalent of Bitcoin miners, those who propose blocks within Cosmos Hub and other blockchains on Cosmos – must hold ATOM in order to propose blocks. As a result, there is the risk that if a bad actor controls a large proportion of the ATOM supply they could negative influence transaction processing and the block proposal system within Cosmos. This would negatively affect the value of Cosmos Network and therefore negatively affect the long-term value proportion of the ATOM cryptocurrency.

### ***Risks Specific to Polkadot (DOT)***

*Technology Risks:* Polkadot is a brand-new cryptoasset whose blockchain only recently went live (as of September 2020); given this and the novel consensus mechanism that it employs, there are larger technology risks than older and more established projects. If the blockchain is found to have serious issues which, however unlikely, harms the ability for it to carry out its function, this fact could damage the valuation of Polkadot.

*Usage Risks:* Polkadot is a new blockchain which aims to compete with other smart contract platforms such as Ethereum and Cosmos. Currently, the usage the blockchain has seen drastically pales in comparison to the much-older blockchain of Ethereum. The long-term valuation of Polkadot is contingent on its ability to garner significant usage and siphon a significant amount of users and developers from Ethereum in particular — however this is not a guarantee.

*Control Risks:* Polkadot's transactions and blocks are processed by entities called Validators who are analogous to miners in Bitcoin or Ethereum. The security of the network is proportional to the amount of DOTs which are used by validators to stake on the network and this is what ensures that the network is never controlled by a malicious actor. Such a situation would have a significant negative impact on the long-term investment viability of the network.

### ***Risks Specific to Solana (SOL)***

*Ownership imbalance:* There may be several large holders of Solana who may impact the price of the underlying asset.

*Technological risks:* Blockchain and related tech are highly complex and this technological complexity can create complicated issues to resolve. Solana is a newer product than other more established crypto currencies. This could lead to enhanced technical risk.

*Inflation risk:* Staking creates new units of the crypto currency. This may lead to increased risk of inflation when compared to assets with a fixed supply such as Bitcoin.

### ***Risks Specific to Polygon (Matic)***

*Ownership imbalance:* There may be several large holders of Polygon who may impact the price of the underlying asset.

*Technological risks:* Blockchain and related tech are highly complex and this technological complexity can create complicated issues to resolve. Polygon is a newer product than other more established crypto currencies. This could lead to enhanced technical risk.

*Inflation risk:* Staking creates new units of the crypto currency. This may lead to increased risk of inflation when compared to assets with a fixed supply such as Bitcoin.

### ***Risks Specific to Internet Computer (ICP)***

*Ownership imbalance:* There may be several large holders of ICP who may impact the price of the underlying asset.

*Technological risks:* Blockchain and related tech are highly complex and this technological complexity can create complicated issues to resolve. ICP is a newer product than other more established crypto currencies. This could lead to enhanced technical risk.

*Inflation risk:* Staking creates new units of the crypto currency. This may lead to increased risk of inflation when compared to assets with a fixed supply such as Bitcoin. Currently this product is not intended to stake on behalf of holders of the product.

### ***Risks Specific to Algorand (ALGO)***

Unlike Proof of Work networks that require miners to contribute computing power to secure the network, Proof of Stake crypto networks require users to stake a share (or all) of their holdings in the network's token to secure the network and keep it running.

*Liquidity Risk:* illiquidity of staking returns to be converted into bitcoin or stablecoin may be difficult if there is little to no volume of the staked asset. Algorand (ALGO) has no lock up period.

*Rewards duration:* some staking assets may not pay out staking rewards daily and make re-investments delayed. Algorand (ALGO) distributes rewards every 10 minutes. This may cause some delays in reflecting staking rewards in the NAV.



*Validator risk:* if a third-party validator is not employed, then running a validator node may run the risk for incurring penalties if a disruption or double-signing occurs (slashing). Slashing is designed to incentivize node security, availability, and network participation. However, Algorand does not use slashing as a penalty.

*Ownership imbalance:* There may be several large holders of Algorand (ALGO) who may impact the price of the underlying asset.

*Technological risks:* Blockchain and related tech are highly complex and this technological complexity can create complicated issues to resolve.

*Outage risks:* There may be risks of outage or slowdown of the network, termination of the network project or failure of Algorand (ALGO) and the Algorand network to run flawlessly and may result in loss of assets.

## **Risk Factors Relating to the 21Shares Index As An Underlying**

### ***Inclusion Criteria***

The 21Shares Index is an automatically rebalancing index and may at times include Crypto Assets not specifically included in the above description. In such a scenario, an update will be published with additional risks related to any newly-included Crypto Asset underlying.

Additional Crypto Assets may satisfy the eligibility criteria for inclusion on the 21Shares Index, and Crypto Assets currently included in the 21Shares Index may fail to satisfy such criteria. The weighting factors applied to each included Crypto Assets may change. In addition, the methodology for determining the composition and weighting of the 21Shares Index may be changed, for calculating their respective values in order to assure that the 21Shares Index represents an adequate measure of market performance or for other reasons. Any such changes could adversely affect the market value of the Products.

Newly-forked assets have separate conditions that they must meet in order to be eligible for participation or for inclusion in the index.

See “*Programme Indices—The 21Shares Index—Ongoing Maintenance—Changes to the 21Shares Index Guide*”.

### ***Deviations from the Index Methodology***

Each Product issued by the Issuer is intended to achieve a return which corresponds generally to the performance, before fees and expenses, of the designated underlying(s) as published by the Publishing Party. There is no guarantee that the Index Calculation Agent will compile the 21Shares Index accurately. Neither the Publishing Party nor the Index Calculation Agent provides any assurance or accepts any liability in relation to the quality, accuracy or completeness of data in the 21Shares Index, and does not guarantee that it will be in line with the described index methodology. The Issuer’s role, as described herein, is to provide a return based on the relevant data provided to it. Consequently, the Issuer does not provide any guarantee for index provider errors. Errors in respect of the quality, accuracy, and completeness of the data may occur and may not be identified and corrected immediately. As a result, gains, losses or costs associated with index-related errors will be borne by the Investors.

See “*—Data Redundancy*”.

### ***The 21Shares Index has no Operating History***

The 21Shares Index is a new index and as such has no operating history. The Index Sponsor, Jura Pentium Limited, retains substantial discretion to change the methodology and data sources that are used to calculate the 21Shares Index. The 21Shares Index could be calculated in a way that adversely affects the value of the Products.

### ***Future Developments and Tracking of the Price of Crypto Assets by the Index***

There is no guarantee that the methodology currently used by the 21Shares Index will appropriately allow the 21Shares Index to track the price of Crypto Assets in the future. Additionally, 21Shares AG and any other Index

Calculation Agent have discretion at any time to change the methodology used to calculate the 21Shares Index, guidelines used to select trading venues from which trading data is sourced for inclusion in the 21Shares Index, and trading venues themselves.

### ***Data Redundancy***

The Issuer, the Administrator and the Product Calculation Agent specified in the relevant Final Terms rely on the Index Calculation Agent to provide relevant index data on daily basis. The Index Calculation Agent has established index calculation disruption procedure to ensure that in case of index disruptions, clients are kept up-to-date and are given specific and understandable explanations for decision directly relating to the disruption, index calculation continues as soon as possible and that Internal processes are not disrupted. In case of Market Disruption Event when pricing data is not available, there is no guarantee that Index Calculation Agent would be able to provide index calculations needed for the Issuer, the Administrator or the Product Calculation Agent to perform its duties and obligations under the General Terms and Conditions and otherwise described in this Base Prospectus.

In the case of a major disruption, the day will be considered a non-dealing day. There are no provisions for an alternative index provider.

### ***Rebalancing***

The 21Shares Index used to price Products is subject to rebalances of the allocation on a monthly basis and changes to the index calculation methodology. This includes, but is not limited to, changes in the eligibility criteria, data sources or calculation partners.

### ***Tracking Error Execution Risk***

As part of its daily operations, the Issuer may engage in the trading of Crypto Assets OTC and on exchanges. Scenarios involving such trades include, but not are limited to, rebalancing, where the allocation of the Underlyings are rebalanced to meet the new allocation requirements, forks, where newly-forked Crypto Assets collected may be sold at the next rebalance, and Airdrops, where airdropped assets may be sold at the next rebalance. Slippage may occur when the Issuer executes these trades, which may impact the value of the Collateral

For Products that are related to the 21Shares Index, at the time of rebalancing, execution may not precisely match the index allocation due to discrepancies between the execution price and the Crypto Coin Comparison Aggregated Index (**CCCAGG**) price used to compute the 21Shares Index. This may result in a loss of value for Investors.

### ***EU Benchmarks Regulation***

With effect from the Issue Date, if the Index Calculation Agent notifies the Issuer that it considers that, as a result of the application of the EU Benchmarks Regulation, any calculation, determination or provision by the Index Calculation Agent of a substitute index value in respect of any index components would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Index Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- (i) the Issuer may suspend the redemption by Settlement Pricing (but not by Agreed Pricing) of that class for up to 90 days;
- (ii) the Issuer will be required within ten Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing;
- (iii) if such suspension has been in effect for at least 30 days, the Issuer may redeem compulsorily the Commodity Securities of the relevant class on not less than two Business Days' notice; and

- (iv) the Index Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Index Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Index Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Commodity Securities will be redeemed).

### **Risk Factors Relating to 21Shares Bitcoin Suisse Index (ABBA) As An Underlying**

#### ***The ABBA Index has no Operating History***

The Amun Bitcoin Suisse Index (ABBA) is a new index and as such has no operating history. The Index Sponsor retains substantial discretion to change the methodology and data sources that are used to calculate the Amun Bitcoin Suisse Index (ABBA). Amun Bitcoin Suisse Index (ABBA) could be calculated in a way that adversely affects the value of the Products.

#### ***Future Developments and Tracking of the Price of Crypto Assets by the Amun Bitcoin Suisse Index (ABBA)***

There is no guarantee that the methodology currently used by the Amun Bitcoin Suisse Index (ABBA) will appropriately allow the Amun Bitcoin Suisse Index (ABBA) to track the price of Crypto Assets in the future. Additionally, the Index Calculation Agent has discretion at any time to change the methodology used to calculate the Amun Bitcoin Suisse Index (ABBA), guidelines used to select trading venues from which trading data is sourced for inclusion in the Amun Bitcoin Suisse Index (ABBA), and trading venues themselves.

### **Risk Factors Relating to The Vinter 21Shares Crypto Basket 10 Index As An Underlying**

#### ***Inclusion Criteria***

Crypto-assets trading on eligible exchanges are eligible as index constituents if they:

1. are a cryptographically secured digital bearer instrument;
2. are not index tokens, stablecoins or pegged to another asset such as currencies or commodities;
3. are not an ongoing Initial Coin Offering;
4. are not deemed a security or fraudulent by a public financial regulatory authority with jurisdiction over the constituent or its wrapper;
5. are supported by the industry including market makers, custodians and regulated exchanges;
6. can be deposited to and withdrawn from least two eligible exchanges;
7. are freely traded and can be freely held for the foreseeable future;
8. have for the past month had a daily trading volume that exceeds USD 10 million on at least two eligible exchanges;
9. allow for cold storage;
10. have an average market capitalization above \$1 billion the last month;
11. trade against a G10 currency (AUD, CAD, EUR, JPY, NZD, NOK, GBP, SEK, CHF, USD); and
12. are not designed to be private.

The Vinter 21Shares Crypto Basket 10 Index (HODLX) is an automatically rebalancing index that seeks to track the performance of a basket of the top five largest Crypto Assets and may at times include Crypto Assets not

specifically included in the above description. Additional Crypto Assets may satisfy the eligibility criteria for inclusion on the Vinter 21Shares Crypto Basket 10 Index (HODLX), and Crypto Assets currently included in the Vinter 21Shares Crypto Basket 10 Index (HODLX) may fail to satisfy such criteria. If certain Crypto Assets do not satisfy the required eligibility criteria, this may lead to a situation where less than the original number of Crypto Assets actually form part of the Underlying Index. Furthermore, the weighting factors applied to each included Crypto Assets may change. In addition, the methodology for determining the composition and weighting of Vinter 21Shares Crypto Basket 10 Index (HODLX) may be changed, for calculating their respective values in order to assure that the Vinter 21Shares Crypto Basket 10 Index (HODLX) represents an adequate measure of market performance or for other reasons. Any such changes could adversely affect the market value of the Products. Newly-forked assets have separate conditions that they must meet in order to be eligible for participation or for inclusion in the Vinter 21Shares Crypto Basket 10 Index (HODLX) as detailed in the benchmark statement under the section Handling of Market Events available on <https://compliance.vinter.co/crypto-assets#handling-of-market-events>

### ***Deviations from the Index Methodology***

Each Product issued by the Issuer is intended to achieve a return which corresponds generally to the performance, before fees and expenses, of the designated underlying(s) as published by the Publishing Party. There is no guarantee that the Index Calculation Agent will compile the Vinter 21Shares Crypto Basket 10 Index (HODLX) accurately. Neither the Publishing Party nor the Index Calculation Agent provides any assurance or accepts any liability in relation to the quality, accuracy or completeness of data in the Vinter 21Shares Crypto Basket 10 Index (HODLX), and does not guarantee that it will be in line with the described index methodology. The Issuer's role, as described herein, is to provide a return based on the relevant data provided to it. Consequently, the Issuer does not provide any guarantee for index provider errors. Errors in respect of the quality, accuracy, and completeness of the data may occur and may not be identified and corrected immediately. As a result, gains, losses or costs associated with index-related errors will be borne by the Investors.

See "*—Data Redundancy*".

### ***The HODLX Index has no Operating History***

The Vinter 21Shares Crypto Basket 10 Index (HODLX) is a new index and as such has no operating history. The Index Sponsor retains substantial discretion to change the methodology and data sources that are used to calculate the The Vinter 21Shares Crypto Basket 10 Index (HODLX). The Vinter 21Shares Crypto Basket 10 Index (HODLX) could be calculated in a way that adversely affects the value of the Products.

### ***Future Developments and Tracking of the Price of Crypto Assets by The Vinter 21Shares Crypto Basket 10 Index (HODLX)***

There is no guarantee that the methodology currently used by The Vinter 21Shares Crypto Basket 10 Index (HODLX) will appropriately allow The Vinter 21Shares Crypto Basket 10 Index (HODLX) to track the price of Crypto Assets in the future. Additionally, the Index Calculation Agent has discretion at any time to change the methodology used to calculate The Vinter 21Shares Crypto Basket 10 Index (HODLX) guidelines used to select trading venues from which trading data is sourced for inclusion in The Vinter 21Shares Crypto Basket 10 Index (HODLX) and trading venues themselves.

### ***Data Redundancy***

The Issuer, the Administrator and the Product Calculation Agent specified in these Final Terms rely on the Index Calculation Agent to provide relevant index data on daily basis. The Index Calculation Agent has established index calculation disruption procedure to ensure that in case of index disruptions, clients are kept up-to-date and are given specific and understandable explanations for decision directly relating to the disruption, index calculation continues as soon as possible and that Internal processes are not disrupted. In case of Market Disruption Event when pricing data is not available, there is no guarantee that Index Calculation Agent would be able to provide index calculations needed for the Issuer, the Administrator or the Product Calculation Agent to perform its duties and obligations under the General Terms and Conditions and otherwise described in this Base Prospectus.

In the case of a major disruption, the day will be considered a non-dealing day. There are no provisions for an alternative index provider.

### ***Rebalancing***

The Vinter 21Shares Crypto Basket 10 Index (HODLX) used to price Products is subject to rebalances of the allocation on a quarterly basis. The index calculation methodology is reviewed annually. The review includes, but is not limited to, changes in the eligibility criteria and data sources.

### ***Tracking Error and Execution Risk***

As part of its daily operations, the Issuer may engage in the trading of Crypto Assets OTC and on exchanges. Scenarios involving such trades include, but not are limited to, rebalancing, where the allocation of the Underlyings are rebalanced to meet the new allocation requirements, forks, where newly-forked Crypto Assets collected may be sold at the next rebalance, and Airdrops, where airdropped assets may be sold at the next rebalance. Slippage may occur when the Issuer executes these trades, which may impact the value of the Collateral. For Products that are related to the Vinter 21Shares Crypto Basket 10 Index (HODLX) , at the time of rebalancing, execution may not precisely match the index allocation due to discrepancies between the execution price and the price used to compute the Vinter 21Shares Crypto Basket 10 Index (HODLX). This may result in a loss of value for Investors.

### **Risk Factors Relating to the Bitwise Select 10 Large Cap Crypto Index As An Underlying**

*The information in this section consists only of information provided to the Issuer by Bitwise Index Services 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 Bitwise Index Svices LLC, no facts have been omitted which would render such reproduced information inaccurate or misleading.*

### ***Inclusion Criteria***

The Bitwise Select 10 Large Cap Crypto Index is an automatically rebalancing index and may at times include Crypto Assets not specifically included in the above description. In such a scenario, an update will be published with additional risks related to any newly-included Crypto Asset underlying. Additional Crypto Assets may satisfy the eligibility criteria for inclusion on the Bitwise Select 10 Large Cap Crypto Index, and Crypto Assets currently included in the Bitwise Select 10 Large Cap Crypto Index may fail to satisfy such criteria. If certain Crypto Assets do not satisfy the required eligibility criteria, this may lead to a situation where less than ten Crypto Assets actually form part of the Underlying Index. Furthermore, the weighting factors applied to each included Crypto Assets may change. In addition, the methodology for determining the composition and weighting of the Bitwise Select 10 Large Cap Crypto Index may be changed, for calculating their respective values in order to assure that the Bitwise Select 10 Large Cap Crypto Index represents an adequate measure of market performance or for other reasons. Any such changes could adversely affect the market value of the Products. Newly-forked assets have separate conditions that they must meet in order to be eligible for participation or for inclusion in the Bitwise Select 10 Large Cap Crypto Index.

### ***Deviations from the Index Methodology***

Each Product issued by the Issuer is intended to achieve a return which corresponds generally to the performance, before fees and expenses, of the designated underlying(s) as published by the Publishing Party. There is no guarantee that the Index Calculation Agent will compile the Bitwise Select 10 Large Cap Crypto Index accurately. Neither the Publishing Party nor the Index Calculation Agent provides any assurance or accepts any liability in relation to the quality, accuracy or completeness of data in the Bitwise Select 10 Large Cap Crypto Index, and does not guarantee that it will be in line with the described index methodology. The Issuer's role, as described herein, is to provide a return based on the relevant data provided to it. Consequently, the Issuer does not provide any guarantee for index provider errors. Errors in respect of the quality, accuracy, and completeness of the data may occur and may not be identified and corrected immediately. As a result, gains, losses or costs associated with index-related errors will be borne by the Investors.

See “—Data Redundancy”.

### ***The Index has no Operating History***

The Bitwise Select 10 Large Cap Crypto Index is a new index and as such has no operating history. The Index Sponsor retains substantial discretion to change the methodology and data sources that are used to calculate the Bitwise Select 10 Large Cap Crypto Index. The Bitwise Select 10 Large Cap Crypto Index could be calculated in a way that adversely affects the value of the Products.

Future Developments and Tracking of the Price of Crypto Assets by the Bitwise Select 10 Large Cap Crypto Index. There is no guarantee that the methodology currently used by the Bitwise Select 10 Large Cap Crypto Index will appropriately allow the Bitwise Select 10 Large Cap Crypto Index to track the price of Crypto Assets in the future. Additionally, the Index Calculation Agent has discretion at anytime to change the methodology used to calculate the Bitwise Select 10 Large Cap Crypto Index, guidelines used to select trading venues from which trading data is sourced for inclusion in the Bitwise Select 10 Large Cap Crypto Index, and trading venues themselves.

### ***Data Redundancy***

The Issuer, the Administrator and the Product Calculation Agent specified in these Final Terms rely on the Index Calculation Agent to provide relevant index data on daily basis. The Index Calculation Agent has established index calculation disruption procedure to ensure that in case of index disruptions, clients are kept up-to-date and are given specific and understandable explanations for decision directly relating to the disruption, index calculation continues as soon as possible and that Internal processes are not disrupted. In case of Market Disruption Event when pricing data is not available, there is no guarantee that Index Calculation Agent would be able to provide index calculations needed for the Issuer, the Administrator or the Product Calculation Agent to perform its duties and obligations under the General Terms and Conditions and otherwise described in this Base Prospectus. In the case of a major disruption, the day will be considered a non-dealing day. There are no provisions for an alternative index provider.

## ***Rebalancing***

The Bitwise Select 10 Large Cap Crypto Index used to price Products is subject to rebalances of the allocation on a monthly basis and changes to the index calculation methodology. This includes, but is not limited to, changes in the eligibility criteria, data sources or calculation partners.

## ***Tracking Error and Execution Risk***

As part of its daily operations, the Issuer may engage in the trading of Crypto Assets OTC and on exchanges. Scenarios involving such trades include, but not are limited to, rebalancing, where the allocation of the Underlyings are rebalanced to meet the new allocation requirements, forks, where newly-forked Crypto Assets collected may be sold at the next rebalance, and Airdrops, where airdropped assets may be sold at the next rebalance. Slippage may occur when the Issuer executes these trades, which may impact the value of the Collateral. For Products that are related to the Bitwise Select 10 Large Cap Crypto Index, at the time of rebalancing, execution may not precisely match the index allocation due to discrepancies between the execution price and the Bitwise Cryptoasset Price (CAP) price used to compute the Bitwise Select 10 Large Cap Crypto Index. This may result in a loss of value for Investors.

## ***EU Benchmarks Regulation***

With effect from the Issue Date, if the Index Calculation Agent notifies the Issuer that it considers that, as a result of the application of the EU Benchmarks Regulation, any calculation, determination or provision by the Index Calculation Agent of a substitute index value in respect of any index components would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Index Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- (i) the Issuer may suspend the redemption by Settlement Pricing (but not by Agreed Pricing) of that class for up to 90 days;
- (ii) the Issuer will be required within ten Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing;
- (iii) if such suspension has been in effect for at least 30 days, the Issuer may redeem compulsorily the Commodity Securities of the relevant class on not less than two Business Days' notice; and
- (iv) the Index Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Index Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Index Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Commodity Securities will be redeemed).

## ***Index Calculation Agent's Potential Conflicts of Interest***

In acting as Index Calculation Agent, the relevant provider will be obliged to act in good faith and in a commercially reasonable manner, but otherwise its calculations are binding in the absence of manifest error. The role of the relevant provider as Index Calculation Agent may give rise to conflicts of interest, which are adverse to the interests of holders of Products.

There are certain actual and potential conflicts of interest that should be considered by prospective investors related to the role of Bitwise Index Services, LLC as the Index provider. Among those are the fact that Bitwise

Index Services, LLC is a subsidiary entity of Bitwise Asset Management, Inc., and Bitwise Asset Management, Inc. manages a suit of privately offered private Crypt Asset Funds that are benchmarked to Indexes calculated and disseminated by Bitwise Index Services, LLC. Investors should consider the risk that the Bitwise entities may have a conflict of interest in that Bitwise manages similar investment funds with similar indexes and similar investment policies and that conflicts may arise from the financial benefit that may be greater to the Bitwise entities managed by Bitwise Asset Management (e.g., such funds may generate higher fees), which may provide incentive to favour such funds. Calculation and dissemination of the Index will be carried out in accordance with the Index Methodology as described herein, however, investors should be aware of and consider these risks.

## **Risk Factors Relating to The Vinter 21Shares Crypto Basket Equal Weight Index As An Underlying**

### ***Inclusion Criteria***

Crypto-assets trading on eligible exchanges are eligible as index constituents if they:

1. are a cryptographically secured digital bearer instrument;
2. are not index tokens, stablecoins or pegged to another asset such as currencies or commodities;
3. are not an ongoing Initial Coin Offering;
4. are not deemed a security or fraudulent by a public financial regulatory authority with jurisdiction over the constituent or its wrapper;
5. are supported by the industry including market makers, custodians and regulated exchanges;
6. can be deposited to and withdrawn from least two eligible exchanges;
7. are freely traded and can be freely held for the foreseeable future;
8. have for the past month had a daily trading volume that exceeds USD 10 million on at least two eligible exchanges;
9. allow for cold storage;
10. have an average market capitalization above \$1 billion the last month;
11. trade against a G10 currency (AUD, CAD, EUR, JPY, NZD, NOK, GBP, SEK, CHF, USD); and
12. are not designed to be private.

The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) is an automatically rebalancing index that seeks to track the performance of a basket of the top five largest Crypto Assets and may at times include Crypto Assets not specifically included in the above description. Additional Crypto Assets may satisfy the eligibility criteria for inclusion on the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV), and Crypto Assets currently included in the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) may fail to satisfy such criteria. If certain Crypto Assets do not satisfy the required eligibility criteria, this may lead to a situation where less than the original number of Crypto Assets actually form part of the Underlying Index. Furthermore, the weighting factors applied to each included Crypto Assets may change. In addition, the methodology for determining the composition and weighting of Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) may be changed, for calculating their respective values in order to assure that the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) represents an adequate measure of market performance or for other reasons. Any such changes could adversely affect the market value of the Products. Newly-forked assets have separate conditions that they must meet in order to be eligible for participation or for inclusion in the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) as detailed in the benchmark statement under the section Handling of Market Events available on <https://compliance.vinter.co/crypto-assets#handling-of-market-events>.



### ***Deviations from the Index Methodology***

Each Product issued by the Issuer is intended to achieve a return which corresponds generally to the performance, before fees and expenses, of the designated underlying(s) as published by the Publishing Party. There is no guarantee that the Index Calculation Agent will compile the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) accurately. Neither the Publishing Party nor the Index Calculation Agent provides any assurance or accepts any liability in relation to the quality, accuracy or completeness of data in the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV), and does not guarantee that it will be in line with the described index methodology. The Issuer's role, as described herein, is to provide a return based on the relevant data provided to it. Consequently, the Issuer does not provide any guarantee for index provider errors. Errors in respect of the quality, accuracy, and completeness of the data may occur and may not be identified and corrected immediately. As a result, gains, losses or costs associated with index-related errors will be borne by the Investors.

See "*—Data Redundancy*".

### ***The HODLV Index has no Operating History***

The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) is a new index and as such has no operating history. The Index Sponsor retains substantial discretion to change the methodology and data sources that are used to calculate the The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV). The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) could be calculated in a way that adversely affects the value of the Products.

### ***Future Developments and Tracking of the Price of Crypto Assets by The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV)***

There is no guarantee that the methodology currently used by The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) will appropriately allow The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) to track the price of Crypto Assets in the future. Additionally, the Index Calculation Agent has discretion at any time to change the methodology used to calculate The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) guidelines used to select trading venues from which trading data is sourced for inclusion in The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) and trading venues themselves.

### ***Data Redundancy***

The Issuer, the Administrator and the Product Calculation Agent specified in these Final Terms rely on the Index Calculation Agent to provide relevant index data on daily basis. The Index Calculation Agent has established index calculation disruption procedure to ensure that in case of index disruptions, clients are kept up-to-date and are given specific and understandable explanations for decision directly relating to the disruption, index calculation continues as soon as possible and that Internal processes are not disrupted. In case of Market Disruption Event when pricing data is not available, there is no guarantee that Index Calculation Agent would be able to provide index calculations needed for the Issuer, the Administrator or the Product Calculation Agent to perform its duties and obligations under the General Terms and Conditions and otherwise described in this Base Prospectus.

In the case of a major disruption, the day will be considered a non-dealing day. There are no provisions for an alternative index provider.

### ***Rebalancing***

The Vinter 21Shares Crypto Basket Equal Weight Index (HODLV) used to price Products is subject to rebalances of the allocation on a quarterly basis. The index calculation methodology is reviewed annually. The review includes, but is not limited to, changes in the eligibility criteria and data sources.

### ***Tracking Error and Execution Risk***

As part of its daily operations, the Issuer may engage in the trading of Crypto Assets OTC and on exchanges. Scenarios involving such trades include, but not are limited to, rebalancing, where the allocation of the Underlyings

are rebalanced to meet the new allocation requirements, forks, where newly-forked Crypto Assets collected may be sold at the next rebalance, and Airdrops, where airdropped assets may be sold at the next rebalance. Slippage may occur when the Issuer executes these trades, which may impact the value of the Collateral. For Products that are related to the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV), at the time of rebalancing, execution may not precisely match the index allocation due to discrepancies between the execution price and the price used to compute the Vinter 21Shares Crypto Basket Equal Weight Index (HODLV). This may result in a loss of value for Investors.

### **Use of Other Indexes**

Underlyings and/or Underlying Components may be backed by the 21Shares Index or any number of other indices, including indices administrated by Invierno AB, owner of the registered trademark "Vinter". The use of an index other than the 21Shares Index may subject the products to additional risks or combination of risks that differ from the risks arising from the use of the 21Shares Index. Unless disclosed in this Base Prospectus, such additional/specific risks will be set forth in the applicable Final Terms.

### **Index Calculation Agent's Potential Conflicts of Interest**

In acting as Index Calculation Agent, the relevant provider will be obliged to act in good faith and in a commercially reasonable manner, but otherwise its calculations are binding in the absence of manifest error. The role of the relevant provider as Index Calculation Agent may give rise to conflicts of interest, which are adverse to the interests of holders of Products.

### **Conflict of Interests of the Issuer and Jura Pentium Limited**

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 21Shares Index is owned by Jura Pentium Limited, which is under common control with the Issuer. Jura Pentium Limited has the right to make significant changes to the 21Shares Index methodology, which may affect the value of the Products.

In accordance with the General Terms and Conditions, 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. See "*Information About the Issuer—Founders*".

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with each supplement to this Base Prospectus and the documents incorporated by reference into this Base Prospectus and each supplement to this Base Prospectus. The documents set forth below which, are hereby incorporated by reference into this Base Prospectus and deemed to form a part of this Base Prospectus:

- (i) Issuer's Management Report, including the interim financial statements for the six months ended 30 June 2021;
- (ii) Issuer's Management Report, including the financial statements for the year ended 31 December 2020;
- (iii) Issuer's Management Report, including the interim financial statements for the six months ended 30 June 2020; and
- (iv) Issuer's Management Report, including the financial statements for the year ended 31 December 2019.

The Issuer's annual financial statements are available at <https://21shares.com/ir#financials>.

## 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 a range of Crypto Assets on the terms set out in the section of this Base Prospectus headed "*General Terms and Conditions*", and read in conjunction with the Final Terms relating to such Tranche.

If Products are related to an Index, the return on each Series of Products 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.

### 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. The Redemption Amount shall not be 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).

Redemptions by Authorised Participants pursuant to Condition 5.4 (*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 5.3 (*Cash Settlement*).

### 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 be the Crypto Asset Collateral, being the amount of Crypto Assets collateralising a Product on the Issue Date, unless otherwise specified in the applicable Final Terms.

### Interest on the Products

The Products do not bear interest.

### 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 Conditions.

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' notice 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 Notice (as defined in Condition 5.2).

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 for such Products in accordance with Condition 5.4 (*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 5.3 (*Cash Settlement*).

## **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 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

*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 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 supplement, amend and/or complete 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.

**21Shares Index** means the Index sponsored by the Issuer, which is an automatically rebalancing index as described in the Base Prospectus relating to the Programme.

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

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

**ACA** means (i) the account control agreement dated 13 November 2018, governed by the laws of South Dakota, entered into between the Issuer, The Kingdom Trust Company, and the Collateral Agent with respect to the respective Collateral Account or (ii) 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 (iii) the account control agreement dated 16 September 2019, governed by the laws of Switzerland, entered into between the Issuer, Bitcoin Suisse AG, and the Collateral Agent with respect to the respective Collateral Account or (iv) the account control agreement dated 18 August 2021, governed by the laws of England, entered into between the Issuer, Copper Technologies (UK) Limited and the

Collateral Agent with respect to the respective Collateral Account or 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 participants in the blockchain. 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.*).

**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.

**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 5.3, 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 the account or sub-account, as applicable, administered by the Custodian 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 Amended and Restated 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 on 15 April 2019, as may be amended and/or supplemented and/or restated from time-to-time.

**Collateralisation** means the procedures set out in Condition 3.2.

**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: (i) any digital asset whose origin is derived from a blockchain, including digital currencies; (ii) digital commodities provisioning raw digital resources; or (iii) digital tokens, provisioning finished digital goods and services.

**Custodian** means The Kingdom Trust Company, Coinbase Custody Trust Company, LLC, Copper Technologies (UK) Limited, Bitcoin Suisse AG, or any successor or additional custodian as specified in the applicable Final Terms.

**Custodial Services Agreement** means (i) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated 17 September 2018 between the Issuer and The Kingdom Trust Company, 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 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 (iii) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated on or about 16 September 2019 between the Issuer and Bitcoin Suisse AG, as may be amended and/or supplemented and/or restated from time-to-time or (iv) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated 18 August 2021 between the Issuer and Copper Technologies (UK) Limited, as may be amended and/or supplemented and/or restated from time-to-time or (v) 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 venue specified in the Final Terms where the Product is listed and, in case the Exchange is SIX, 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 & Co Aktiengesellschaft 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, which may be the 21Shares Index or another Index, as specified.

**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 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 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 Limited.

**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 South Dakota dated 13 November 2018 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 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 (iii) the pledge of collateral account agreement governed by the laws of Switzerland dated on or about 16 September 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 (iv) 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 or (v) 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 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).

**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, 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.

**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 (*Wertrechtbuch*). 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, other 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 eligible assets specified in the 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, acting through the financial intermediary administering the securities account of the Investor to which the relevant Products are credited, prior to the Investor Put Date (the **Redemption Period**) to (i) the Global Paying Agent if the Products are listed on SIX or (ii) the Administrator and 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 (as defined below), on the Investor Put Date specified in the relevant Final Terms at the Redemption Amount. The Products shall be redeemed in accordance with the procedure set forth in Condition 5.3.

To exercise such option, the holder must, within the Redemption Period, instruct the financial intermediary maintaining the relevant securities account 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 in the delivery versus payment procedure via SIX SIS.

### 5.3 Cash Settlement

#### (a) Cash Settlement Redemption

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

#### (b) Determination and Notification of the Redemption Amount

The Product Calculation Agent shall determine the Redemption Amount 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 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.

### 5.4 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 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 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 DfP transfer instructions;
  - (iv) the Global Paying Agent shall cancel the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtbuch*);
  - (v) the Custodian shall transfer the relevant Crypto 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 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 Custodian to effect delivery of the relevant Crypto 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 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 5.4 shall be satisfied by transferring the relevant Crypto Asset Collateral in accordance with this Condition 5.4.
- (e) An Authorised Participant may request redemption under this Condition 5.4 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 5.3.
- (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 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 5.4 shall be modified in respect of redemption to the extent of any such variation.

## 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.

## 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 Event

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

## 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

If the Underlying is an Index, any additional Crypto Assets obtained through an Airdrop will be kept until the subsequent re-balancing of the Index, at which point the allocations required by the Index would be met once more, which may require a sale of the new assets acquired through the Airdrop. Any proceeds of such sale, or Crypto Asset held following an Airdrop, will form part of the Collateral.

If the Underlying consists of a single Crypto Asset, the airdropped assets will form part of the Collateral.

## 8.5 Other Events

In the case of 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.

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](http://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 Custodian (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 Custodian (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 shall be barred by the statute of limitations in accordance with the applicable Swiss law, 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**

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, Swiss law (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 South Dakota or the laws of the State of New York or the laws of England or the laws of England and Wales or any other eligible law, 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

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

### FINAL TERMS DATED [•]

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#### 21SHARES AG

(incorporated in Switzerland)

Issue of

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

pursuant to the Issuer's

**Exchange Traded Products Programme**

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

### PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions of the Products (the **Conditions**) issued by 21Shares AG (the **Issuer**) set forth in the Base Prospectus dated 12 November 2021[, as supplemented by the Supplements thereto dated [•]] (the **Base Prospectus**). This document constitutes the Final Terms of the Products described herein and must be read in conjunction with the Base Prospectus (and any supplement thereto). Full information on the Issuer and the offer of the Products is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus (together with any supplement thereto) is available for viewing at the registered office of the Issuer and on the website of the Issuer (<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, constitutes the prospectus with respect to the Products described herein for the purposes of the Swiss Financial Services Act.] [In accordance with article 58a of the Listing Rules of SIX in their version dated [2 January 2020], 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.]

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

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

<b>[Final Fixing Date:]</b>	[•]
<b>[Initial Fixing Date:]</b>	[•]
<b>Benchmark Administrator:</b>	[Name: [•] Address: [•] Description: [•]]
<b>Product Calculation Agent:</b>	[Name: [•] Address: [•]]
<b>PCF Calculation Agent:</b>	Name: [•] Address: [•]
<b>Index Calculation Agent:</b>	Name: [•] Address: [•]
<b>Administrator:</b>	Name: [•] Description: [•]
<b>Swiss Paying Agent:</b>	[•] / [Not Applicable]
<b>[Additional Paying Agent:]</b>	[•] / [Not Applicable]
<b>[Cash Settlement:]</b>	[•]
<b>Settlement Currency:</b>	[USD] / [EUR] / [other]
<b>Exchange:</b>	[SIX Swiss Exchange] [•]
<b>[Exchange Business Day:]</b>	[As indicated in General Terms and Conditions] / [Other]
<b>Market Maker:</b>	[•]
<b>Authorised Participant:</b>	[•]
<b>Custodian:</b>	[•]
<b>Minimum Investment Amount:</b>	[Not Applicable] / [•]
<b>Minimum Trading Lot:</b>	[Applicable] [Not Applicable] [USD] [EUR] [CHF] [GBP] [•]
<b>Representative:</b>	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.
<b>Significant or material change: statement</b>	[Save as disclosed in [refer to any relevant disclosure],] There has been no significant change in the financial or trading position of the Issuer and there has been no material adverse change in the financial

	position or the prospects of the Issuer since [ <i>insert date of latest annual or interim financial statements</i> ].]
<b>Responsibility:</b>	The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this Final Terms is in accordance with the facts and contains no omission likely to affect its import.
<b>[Third Party Information:]</b>	[[ <i>Relevant third party information</i> ] 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.]
<b>Date of Board of Directors approval of issuance:</b>	[•]

**Signed on behalf of the Issuer:**

By: \_\_\_\_\_

*Duly authorised*

## PART B – OTHER INFORMATION

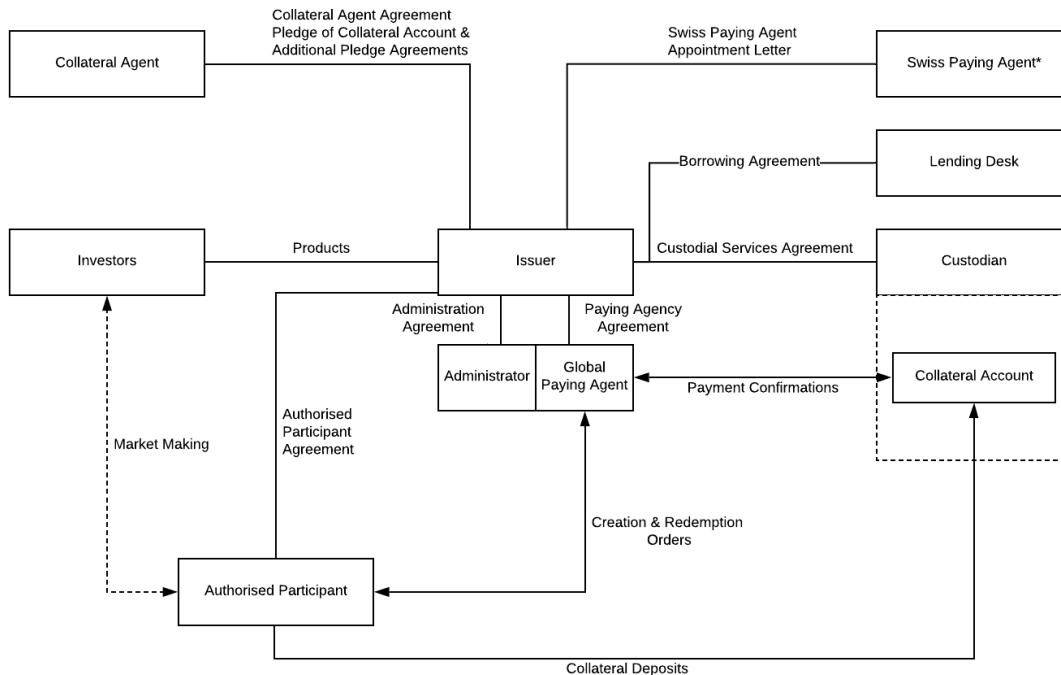
<b><i>Listing and admission to trading:</i></b>	[Application has been made for the Products to which these Final Terms apply to be admitted to [the SIX Swiss Exchange] [and] [other]] [Not Applicable]
<b><i>Interests of natural and legal persons involved in the issue:</i></b>	[So far as the Issuer is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

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



## SUMMARY OF THE PARTIES AND THE STRUCTURE

### General Structure of the Programme



\* for SIX listed Series of Products

### 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 Custodian. 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 The Kingdom Trust Company, Coinbase Custody Trust Company, LLC, Copper Technologies (UK) Limited, and Bitcoin Suisse AG who manage and store underlying Crypto Assets. These Crypto Assets are kept in digital wallets according to the collateral procedures described in "Collateral & Summary of Security Arrangements". The Kingdom Trust Company or Coinbase Custody Trust Company, LLC or Copper Technologies (UK) Limited or Bitcoin Suisse AG received transfers from the Administrator who is responsible for interfacing with the Authorised Participants.
- Authorised Exchange:** Products will generally be backed by corresponding Crypto Assets. As Products are created or redeemed, the Issuer will purchase or liquidate corresponding volumes of the underlying Crypto Assets via a crypto exchange. These assets will be purchased via an Authorised Exchange. The Custodian 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 5.4, the determination of the Crypto Asset Collateral required to be delivered. The Final Terms for each Tranche of Products will specify the details of the relevant Administrator and Product Calculation Agent.

- **Calculation Agent:** The Final Terms for each Tranche of Products will specify the details of the Calculation Agent. The Product Calculation Agent will create portfolio composition files in respect of the Products (the PCF) and/or disseminates Indicative Optimized Portfolio Values in respect of the Products (the IOPV values).
- **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.
- **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 Custodian, 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 the 21Shares 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

On or around 9 November 2018, 12 November 2018 and 26 November 2019, the Issuer entered into three Authorised Participant agreements (the **Authorised Participant Agreements**), one with each of the Authorised Participants. The Authorised Participant Agreements set out the terms on which the Authorised Participants will act as Authorised Participants in relation to each Series of Products issued by the Issuer under the Programme.

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.

One of the Authorised Participant Agreements entered into with the Authorised Participants is governed by the laws of the Netherlands and the others are governed by the laws of England and Wales.

### ***Custodial Services Agreement***

On 17 September 2018, the Issuer entered into a custodial services agreement with The Kingdom Trust Company, which is governed by the laws of the State of South Dakota. This custodial services agreement sets out the principal terms on which The Kingdom Trust Company is appointed to act as a Custodian in respect of the Products issued under the Programme and sets out the duties and obligations of The Kingdom Trust Company in relation to holding all assets that the Issuer delivers to The Kingdom Trust Company in a separate account set up for the Issuer. The custodial services agreement sets 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.

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.

On or about 16 September 2019, the Issuer entered into a custodial services agreement with Bitcoin Suisse AG, which is governed by the laws of Switzerland. This custodial services agreement sets out the principal terms on which Bitcoin Suisse AG is appointed to act as a Custodian in respect of the Products and sets out the duties and obligations of Bitcoin Suisse AG in relation to holding all assets that the Issuer delivers to Bitcoin Suisse AG in a separate account set up for the Issuer. The custodial services agreement sets out the conditions for appointment of the Custodian and termination of the agreement (by either party to the agreement in writing as of the end of a month subject to a three-months notice period). The custodial services agreement states that the Custodian excludes any liability, regardless of its legal basis, including indirect damages, loss of profit of the Issuer or third parties any any other consequential damage to the extent permitted by law.

On or about 18 August 2021, the Issuer entered into a custodial services agreement with Copper Technologies (UK) Limited, which is governed by the laws of England and Wales. This custodial services agreement sets out the principal terms on which Copper Technologies (UK) 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 Copper Technologies (UK) Limited in relation to holding all assets that the Issuer delivers to Copper Technologies (UK) 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.

### ***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 and 23 July 2020. The Collateral Agent Agreement sets out the terms on which The Law Debenture Trust Corporation p.l.c. will act as Collateral Agent in relation to the secured assets under the Programme.

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

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 (as set out in accordance with the applicable terms and conditions of each relevant Product);
- (b) as set out in accordance with the applicable 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 applicable 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 the 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 indemnified 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 Account Agreement***

On 13 November 2018, the Issuer entered into a pledge of collateral account agreement with the Collateral Agent, which is governed by the laws of the State of South Dakota. This pledge of collateral account agreement provides a security interest in favour of the Collateral Agent for the benefit of the Investors in certain accounts and all sums or other property of all kind now or at any time hereafter on deposit therein, credited thereto, or payable thereon, all proceeds and products thereof, and all instruments, documents, certificates, and other writings evidencing those accounts. The security interest created in this pledge of collateral account agreement is for the benefit of the Investors holding Products issued under the Programme.

On 15 April 2019, the Issuer entered into a pledge of collateral account agreement with the Collateral Agent, which is governed by the laws of the State of New York. This pledge of collateral account agreement provides a security interest in favour of the Collateral Agent for the benefit of the Investors in certain accounts and all sums or other property of all kind now or at any time hereafter on deposit therein, credited thereto, or payable thereon, all proceeds and products thereof, and all instruments, documents, certificates, and other writings evidencing those accounts. The security interest created in the pledge of collateral account agreement is for the benefit of the Investors holding Products issued under the Programme.

On 16 September 2019, the Issuer entered into a pledge of collateral account agreement with the Collateral Agent, which is governed by the laws of Switzerland. This pledge of collateral account agreement provides a security interest in favour of the Collateral Agent for the benefit of the Investors in all of the Issuer's current and future rights, claims, benefits and interest against the Custodian under the Custodial Services Agreement and in and to the respective Collateral Account. The security interest created in this pledge of collateral account agreement is for the benefit of the Investors holding Products.

On 18 August 2021, the Issuer entered into a security agreement with the Collateral Agent, which is governed by the laws of England. This security agreement provides a security interest in favour of the Collateral Agent for the benefit of the Investors in certain accounts and all sums or other property of all kind now or at any time hereafter on deposit therein, credited thereto, or payable thereon, all proceeds and products thereof, and all instruments, documents, certificates, and other writings evidencing those accounts. The security interest created in the security agreement is for the benefit of the Investors holding Products issued under the Programme.

#### ***Additional Pledges***

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

#### ***Account Control Agreement***

As of 13 November 2018, the Issuer entered into an ACA with The Kingdom Trust Company and the Collateral Agent, which is governed by the laws of the State of South Dakota. The ACA with The Kingdom Trust Company

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 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 16 September 2019, the Issuer entered into an ACA with Bitcoin Suisse AG and the Collateral Agent, which is governed by the laws of Switzerland. The ACA with Bitcoin Suisse AG was entered into pursuant to the terms of the Pledge of Collateral Account Agreement for the purpose of further securing the security interest in favour of the Collateral Agent for the benefit of the Investors in respect of the Collateral Accounts and Collateral.

On or about 18 August 2021, the Issuer entered into an ACA with Copper Technologies (UK) Limited and the Collateral Agent, which is governed by the laws of England. The ACA with Copper Technologies (UK) 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.

### **Administration Agreement**

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

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

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

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

### **Services Agreement with the Jura Pentium Servicing Entity**

On or about 13 November 2018, the Issuer entered into a Services Agreement with the Jura Pentium Servicing Entity, pursuant to which 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 Services Agreement provides that the Issuer shall pay to the Jura Pentium Servicing Entity a service fee. The Services Agreement is governed by the laws of England and Wales.

### ***Paying Agency Agreement***

On or about 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 & Co Aktiengesellschaft 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 will enter into a calculation agency agreement with the Product Calculation Agent as and when appointed. 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.

The practical steps involved in the issuance of Products under the Programme are as follows:

1. Authorised Participant submits a creation order to the Issuer on the order taking platform (T).
2. Authorised Participant buys a Crypto Asset on an Authorised Exchange (or uses its existing stock of Crypto Assets) and transfers Crypto Asset in kind to the Collateral Account with the Custodian specified for the respective Series of Products (T+1).
3. The Global Paying Agent issues respective units of Products to Authorised Participant via entry in the Issuer's book of uncertificated securities (*Wertrechtbuch*) on the Issuer's behalf (T+1).
4. The Global Paying Agent (i) registers new units of Products in the main register of SIX SIS and (ii) credit these to the Authorised Participant's account with SIX SIS (creation of new Products as intermediated securities (*Bucheffekten*)) via delivery free of payment (**DfP**) transfer instructions (T+1).
5. SIX SIS clears the trade (T+1).

### **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. 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. 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 on the Investor Put Date included in the relevant Final Terms.
  - c. Illegality, illiquidity, impossibility or increased cost of collateralisation with respect to the Products or any Underlyings and the Issuer terminates the respective Products by giving notice of such redemption.
  - d. Tax event (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) and the Issuer notifies the Investors of such redemption.
2. In such 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.
4. The Global Paying Agent cancels the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtbuch*).
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.



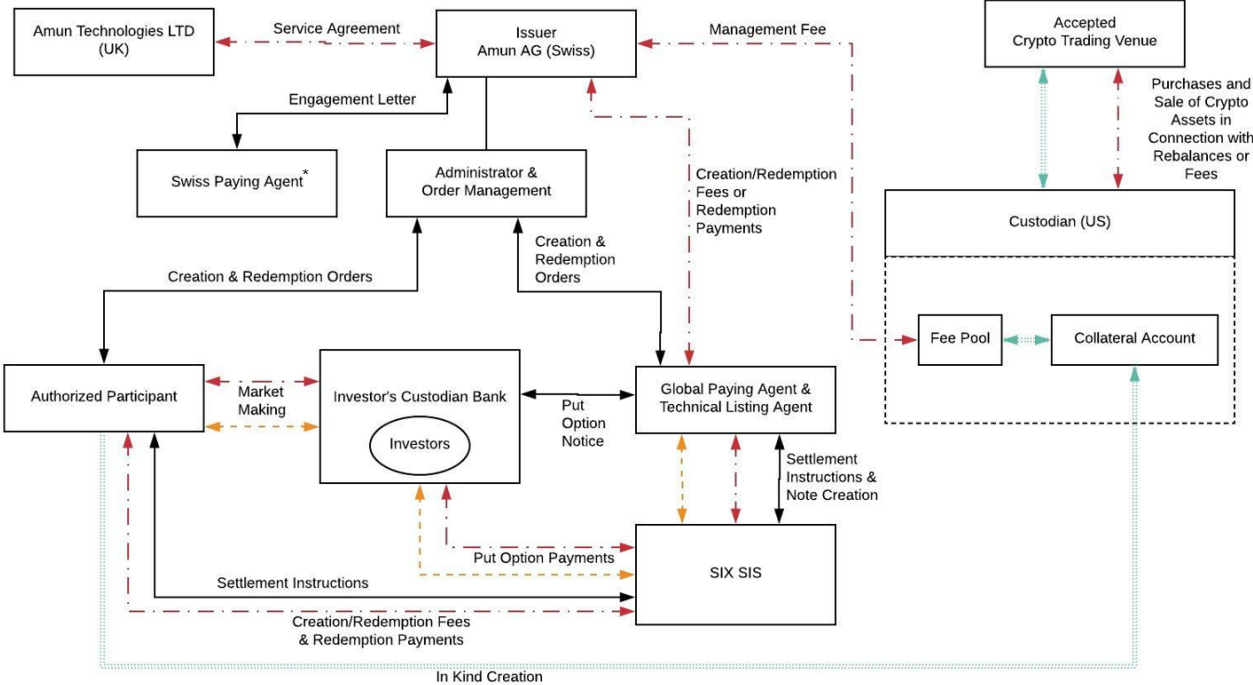
6. SIX SIS forwards the relevant Redemption Amount to the direct participants for distribution to the Investor against debit of Products in the Investor's securities account in a delivery versus payment transaction.
7. The Investor(s) receive(s) the relevant Redemption Amount (representing the proceeds from the sale of the relevant Underlyings, 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 5.4 (*Redemption by an Authorised Participant*). 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).
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 DfP transfer instructions (T+1).
5. The Global Paying Agent shall cancel the relevant Products in the Issuer's book of uncertificated securities (*Wertrechtbuch*) (T+1).
6. The Custodian shall transfer the relevant Crypto Asset Collateral to the Authorised Participant's Wallet or account on the relevant AP Redemption Date (T+1).

## Flow of Funds

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



\* For SIX listed Series of Products

## COLLATERAL & SUMMARY OF SECURITY ARRANGEMENTS

### Collateralisation Method

Each Product issued under the Programme shall be collateralised through the purchase of a pool of Crypto Asset Collateral, or by other eligible assets, on a 1:1 basis. Any such assets will be held on behalf of the Issuer by the Custodian in accordance with the Custodial Services Agreement. The Custodian is responsible for creating and maintaining wallet addresses and all safety and security measures associated with the wallet. See “*Summary of the Parties and the Structure—Principal Transaction Documents—Custodial Services Agreement*”.

The custody for the Crypto Assets is provided by either The Kingdom Trust Company or Coinbase Custody Trust Company, LLC or Copper Technologies (UK) Limited or Bitcoin Suisse AG, or qualified custodians located in the United States or England or Switzerland, as applicable.

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

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

The Issuer may, at its discretion, use custodians in multiple jurisdictions, provided that such custodians are notified to Investors in accordance with Condition 16. 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, including the jurisdiction of the custody. As at the date of this Base Prospectus, custody services are provided in the United States.

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) 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 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 The Kingdom Trust Company or Coinbase Custody Trust Company, LLC or Copper Technologies (UK) Limited or Bitcoin Suisse AG, or qualified custodians located in the United States or England or Switzerland, as applicable.

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

### **Kingdom Trust (USA)**

*The information in this section (Kingdom Trust (USA)) consists only of information provided to the Issuer by The Kingdom Trust Company. 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 The Kingdom Trust Company, no facts have been omitted which would render such reproduced information inaccurate or misleading.*

Kingdom Trust is a privately-held independent qualified custodian established in 2010 after being granted a trust charter by the South Dakota Division of Banking and provides custody and escrow solutions for advisors, family offices, financial institutions, marketplace lending and individuals. As of February 2017, the firm had over 100,000 clients and U.S.\$12 billion of assets under management. As at 31 December 2017, Kingdom Trust supported the current top six cryptocurrencies including: Bitcoin (BTC), Bitcoin Cash (BCH), Ethereum (ETH), Ethereum Classic (ETC), Ripple (XRP), and Litecoin (LTC) and has been adding supporting for additional currencies on an ongoing basis. The firm uses third parties as the Wallet Provider, and uses internal development teams to develop wallet solutions. The Custodian primarily settles through Genesis Trading, although they allow account holders to transact on a wide range of exchanges pending KYC/AML approvals. The platform provides integration with administrators, auditors and other relevant parties as well as managing and executing any rebalances.

Kingdom Trust provides insured safekeeping of digital assets with KT ICEBOX. KT ICEBOX is a multi-layer, multi-authenticator cold storage security platform designed to provide ultra-cold security of the digital assets held by Kingdom Trust. KT ICEBOX 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 or 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 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, a sophisticated form of cryptography, like passwords, that allows a user to access Crypto Assets, are stored offline, on computers or other hardware that has never been connected to the internet and never will be. Storing the private key offline on computers that will never access an internet network minimises the risk of the Crypto Assets being stolen.
- **Multiple Private Keys:** All private keys are securely stored using high-quality encryption 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 parties. The Custodian must pre-approve and test Wallet addresses before transactions are initiated, with assets only sent to pre-approved addresses.

- **Audit Trails:** Audit trails exist for all movement of Products within Custodian-controlled Crypto Asset Wallets, with each entry regularly audited for accuracy.

In addition to the above measures, in accordance 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.

### **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.*

Coinbase Custody Trust Company, LLC is a limited purpose trust that was chartered in 2018 upon receiving a trust charter from the New York Department of Financial Services. The company has a capitalization of US\$10 million and bank-level oversight by the New York Department of Financial Services. Coinbase Custody Trust Company, LLC is a qualified custodian that provides custody solutions for financial institutions and certain qualified individuals. As of March 2019, Coinbase Custody Trust Company, LLC had over 90 clients and over USD \$575 million of digital assets under custody. As of March 2019, Coinbase Custody Trust Company, LLC supported: Bitcoin (BTC), Bitcoin Cash (BCH), Ethereum (ETH), Ethereum Classic (ETC), Ripple (XRP), Litecoin (LTC), Basic Attention Token (BAT), 0x (ZRX), OmiseGo (OMG), Blockstack (STX) and Maker (MKR), and has been adding support for additional digital currencies on an ongoing basis.

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 organization 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 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.

## **Bitcoin Suisse AG**

*Bitcoin Suisse AG has not separately verified the information contained herein other than with respect to itself or the Index. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Bitcoin Suisse AG as to the accuracy or completeness of the other information contained herein, or any other further information supplied in connection with the Programme or any of the Products or their distribution.*

Founded in 2013, Bitcoin Suisse AG is Switzerland's oldest, professional company for crypto-financial services and a Swiss financial intermediary. Bitcoin Suisse AG played a crucial role in the development of the Crypto Valley and the overall Swiss blockchain ecosystem.

Bitcoin Suisse AG employs more than 90 persons in Switzerland, Denmark and Liechtenstein servicing private and institutional clients as well as continually to develop its inhouse technology. Bitcoin Suisse AG is a financial intermediary incorporated in Switzerland, operating under Swiss law and according to AML (Anti-Money-Laundering) regulations. Its registered offices are at 13 Grafenauweg 12, Zug 6300. Bitcoin Suisse AG is a Swiss corporation within the meaning of article 620 et seq. of the Swiss Code of Obligations. Bitcoin Suisse AG was founded on 14 August 2013 (registration in the commercial register of the Canton of Zug on 22 August 2013) with unlimited duration. Bitcoin Suisse AG is registered in the commercial register of the Canton of Zug with register number CHE-472.481.853.

According to Article 2 of Bitcoin Suisse AG's Articles of Association dated 14 December 2017, its purpose is to offer services around alternative payment methods, inter alia purchase and sale of alternative means of payment and advice in this connection.

Each of Swiss Crypto Vault AG, Bitcoin Suisse (Liechtenstein) AG, BTCS Technologies ApS, Swiss Crypto Tokens AG, White Alp GmbH and VärdeX Suisse AG are wholly owned subsidiaries of Bitcoin Suisse AG.

## **Bitcoin Suisse Vault**

Bitcoin Suisse AG provides secure storage through its Bitcoin Suisse Vault, a service featuring institutional grade security standards and multi-signing processes. The service provides user-friendly and hardware free access, where the client defines who can view and withdraw the stored assets.

It is offered to financial service providers, corporates, institutional and private investors.

The Bitcoin Suisse Vault offering is based on the Swiss Crypto Vault solution. Swiss Crypto Vault AG is a wholly owned subsidiary of Bitcoin Suisse AG and a technology provider for the hyper secure storage of crypto assets. It developed a proprietary hyper secure cold storage concept applying the highest standards of cryptographic, IT and physical security as well as multi-signing processes.

It leverages Bitcoin Suisse's multi-year track record of crypto asset experience and its technology division containing software, infrastructure and security specialists focusing on blockchain technology.

Access to the Bitcoin Suisse Vault is available 24/7 and it supports BTC, ETH, XRP, BCH, BSV, LTC, BTG, TRX and all ERC20/223 tokens as well as EWF (permissioned chain). Additional crypto assets are added on an ongoing basis.

Client assets are stored on separate and individual addresses on the blockchain and never pooled with other client assets.

The Bitcoin Suisse Vault solution is regularly reviewed by auditors and the key generation process was overseen by independent and reputable third parties.

### **Copper Technologies (UK) Limited**

*The information in this section (Copper Technologies (UK) Limited) consists only of information provided to the Issuer by Copper Technologies (UK) Limited. Copper Technologies (UK) Limited 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 Technologies (UK) Limited, no facts have been omitted which would render such reproduced information inaccurate or misleading.*

Copper Technologies (UK) Limited is 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 17a Curzon Street, London W1J 5HS. "Copper" and "Copper.co" are trading names of Copper Technologies (UK) Limited. Copper Technologies (UK) Limited is the sole shareholder of Copper Technologies (US) Inc., a Delaware corporation with registered corporation number 5932047.

Copper Technologies (UK) Limited has temporary registration with the UK Financial Conduct Authority ("FCA") under the Temporary Registration Regime to carry out crypto asset activities under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended.

Copper Technologies (UK) Limited provides custodial, exchange and settlement services for digital assets to institutional and high-net worth clients. Copper Technologies (UK) Limited 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 Technologies (UK) Limited which it provides through its proprietary and secure digital asset custody infrastructure. Copper Technologies (UK) Limited 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.

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.

Any digital assets held in custody in vaults by Copper Technologies (UK) Limited for its clients, including the Issuer, are and will remain segregated from both proprietary assets of Copper Technologies (UK) Limited and the assets of its other clients.

### **Determination of an Event of Default and Insolvency Event**

The conditions which give rise to an Event of Default and Insolvency Even are set out in Condition 20.

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 due under those agreement to be delivered to a designated collateral account and (ii) place an order through the designated collateral account under the terms of the Custodial Services Agreement.

With the assistance of the Custodian and the relevant exchanges, the Collateral Agent or the Issuer will undertake to liquidate the assets as soon as possible assuming sufficient liquidity is available in the market.

### **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. These costs will be deducted from the payment received by the Investors and may create a significant loss of value.

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 Custodian (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 Underlyings or Underlying Components 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 Custodian is liable for an Extraordinary Event as defined in Condition 17.



## 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 of the Crypto Asset Collateral at 17:00 CET/CEST (the closing time of the SIX Swiss Exchange) 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 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.

The Investor Fee includes all of the expenses related to the Products, including trading fees, custodianship and security fees. It is important to note that the Investor is still responsible for any tax consequences of rebalances. In addition, the pricing of Crypto Assets may be subject to a spread of as much as 1-1.5% or more by Market Makers and Authorised Participants.

This fee is deducted in kind following the procedure described in “—*Investor Fee*” below.

### **Crypto Asset Collateral**

The Crypto Asset Collateral is the amount of physical Crypto assets backing the Product. The daily value of the Product is calculated based on the Crypto Asset Collateral of the Product, composed of the underlying Crypto Assets with the weighting determined on the basis of the rebalancing which took place on the last trading day of previous month.

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 multiplied by the latest available price for the relevant underlying Crypto Assets. The price of the underlying Crypto Assets are sourced from the Crypto Coin Comparison Aggregated Index (**CCCAGG**) Price Index issued by CryptoCompare (which is available at [www.cryptocompare.com](http://www.cryptocompare.com)) or other exchanges as specified in the relevant Final Terms. CCCAGG is a weighted average of the latest available trading price at each exchange.

### **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 Crypto Asset Collateral on a daily basis to determine the daily deduction of an amount of Crypto Assets from the Crypto Asset Collateral.

The Crypto Asset Collateral is decreased daily at a rate equal to the portion of the Investor Fee applicable to such day, thus affecting the Crypto Asset Collateral calculation for the subsequent trading day. Crypto Assets representing the reduction in the Crypto Asset Collateral by daily application of the Investor Fee will be periodically sold to fund the payment of operation fees.

## 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.

A person or entity can only be considered an Authorised Participant if it 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.

### Authorised Participants

#### **Jane Street**

*The information in this section (Jane Street) consists only of information published by Jane Street. 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 Jane Street, no facts have been omitted which would render such reproduced information inaccurate or misleading.*

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.

#### **Flow Traders B.V.**

*The information in this section (Flow Traders B.V.) consists only of information published by Flow Traders. 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 Flow Traders, no facts have been omitted which would render such reproduced information inaccurate or misleading.*

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.

### **Lang & Schwarz**

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

Lang & Schwarz TradeCenter AG & Co. KG, a subsidiary of the Lang & Schwarz AG which is a holding company that was founded on January 19th in 1996, is located on Breite Straße 34, in 40213 Düsseldorf, Germany. The entity is mainly focused on market making of securities such as exchange traded products, equities, mutual funds, fixed income products and derivatives, issued by Lang & Schwarz AG. Its core business is the German market where it is engaged in market making on Börse Stuttgart and solely on the LS Exchange, an electronic trading platform operated by Börse Hamburg since 2016.

### **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***

Where 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 T+1 to transfer to the Issuer's relevant accounts with the 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. 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.

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 Custodian, and vice versa for redemption processes.

The primary benefit of in-kind settlement for Crypto Assets 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 Custodian and confirmed by the Administrator.

See "*Summary of the Parties and the Structure—Summary of Product Issuance Process*".

## **Redemption Process**

The redemption process will follow the same flow as above and will settle on a T+1 basis.

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 5.3 (*Cash Settlement*).

See “*Summary of the Parties and the Structure—Redemption Process*”.

## **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.

## **Creation and Redemption Limits**

Redemption limits are set based on the proportion of assets held in cold storage. Based on The Kingdom Trust Company, Coinbase Custody Trust Company, LLC, Copper Technologies (UK) Limited, Bitcoin Suisse AG and Issuer policy, more than 90% of all Crypto Assets is held in cold storage. As a result, the daily redemption limit of the security is less than 5% of the total issuance value at any given time. The policy regarding cold storage and, accordingly the daily redemption limit, is subject to change.

## **AML and Compliance**

The Issuer’s primary counterparties for all fiat or crypto related transaction must be Authorised Participants. These institutions are responsible for delivering a basket of Crypto Assets during the creation process. In order to qualify as an Authorised Participant, the institution must be licensed to operate as a broker dealer and market participant on the relevant exchange.

The Issuer’s Authorised Participants are large, reputable institutional investors or banks. All of the Issuer’s Authorised Participants are required to comply with local regulatory requirements, including KYC/AML, in the jurisdiction(s) in which they operate and have robust compliance processes.

## INFORMATION ABOUT THE ISSUER

### **Name, Registered Office, Location**

The Issuer is 21Shares AG. Its registered office and address is at Dammstrasse 19, 6300 Zug, Switzerland, and the general telephone number is +41265880849.

### **Incorporation, Legal Form, Duration, Register Number**

The Issuer was established (at a meeting of its founders) on 20 July 2018 under the name "Amun AG" 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. As from that day, the Issuer is registered in the Commercial Register of the Canton of Zug, Switzerland, under the number CHE-347.562.100. On 14 February 2020, an Extraordinary General Meeting of the Issuer decided to change the name to 21Shares AG.

### **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 such as Bitcoin (BTC), Ethereum Ether (ETH), Bitcoin Cash (BCH), Ripple (XRP), Litecoin (LTC), Stellar Lumens (XLM) and EOS (EOS) and indices of Crypto Assets.

According to Article 2 of the Articles of Association of the Issuer dated 14 February 2020:

- 1. 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.*
- 2. The Company may open branch offices and subsidiaries in Switzerland and abroad and acquire participations in other companies in Switzerland and abroad.*
- 3. The Company may acquire, hold, manage, mortgage, exploit and sell real estate and intellectual property rights in Switzerland and abroad and may fund other companies.*
- 4. The Company may engage in any commercial, financial and other activities which are suitable to favour the purpose of the Company or which are related to its purpose.*

### **Group**

As at the date hereof, 21Shares AG is a fully owned subsidiary of Amun Holdings Limited, P.o.Box 1008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.

### **Share Capital**

As at the date hereof, the share capital of 21Shares AG amounts to CHF 100,000, divided into 5,000,000 registered shares with a face value of CHF 0.02 each. The shares are paid-up in the amount of 50%.

The share capital has been paid in by way of a contribution in kind. Pursuant to an agreement dated 20 July 2018, the Issuer has received 4.93487781 Bitcoin (BTC) and 40 Ethereum (ETH) in exchange for the 5,000,000 registered shares with a face value of CHF 0.02 each.

The share capital is held in its entirety by Amun Holdings Limited.

### **No Regulatory Status**

21Shares AG is not authorised or subject to prudential supervision by FINMA or any other regulatory authority.

## **Business**

21Shares AG was set up to issue exchange traded products and other financial products linked to the performance of Crypto Assets such as Bitcoin (BTC), Ethereum Ether (ETH), Bitcoin Cash (BCH), Ripple (XRP), Litecoin (LTC), Stellar Lumens (XLM) and EOS (EOS) and indices of Crypto Assets. The Issuer will also engage in other activities related to the maintenance of the Programme and the creation of new crypto-linked financial products. It does not have other revenue generating business activities.

## **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.

At present, there are no direct competitors for the Issuer's products in the Swiss market. There are a small number of banks or securities dealers issuing structured products (derivatives) including Vontobel, Leonteq and Swissquote. At present, to the best of the Issuer's knowledge, the Issuer is the only provider of Crypto Asset-backed exchange traded products.

The business description contained herein is accurate at the date of this Base Prospectus.

## **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 two members (including the Chairman), both of which are executive directors.

The following table lists the Board of Directors of 21Shares AG:

<b>Name</b>	<b>Position held</b>
Hany Rashwan	Chairman
Ophelia Snyder	Director

The business address of the directors of 21Shares AG is Dammstrasse 19, 6300 Zug, Switzerland.

## Founders

Jura Pentium Limited, 24 Holborn Viaduct, London EC1A 2BN, a UK private limited company.

*Hany Rashwan, Chief Executive Officer and Co-Founder of Jura Pentium Limited*

Prior to founding Jura Pentim Limited, Mr. Rashwan built the first in-stream social commerce “buy button” on Facebook and Twitter through his start-up Ribbon in 2012, a product that was used by thousands of merchants including retailers such as Target Corporation. He most recently started and founded Payout, whose payouts, disbursements, and compliance APIs were used by top online lenders. Payout was successfully sold to a payroll company in the second quarter of 2017.

Mr. Rashwan holds a Bachelor’s in History from Columbia University, magna cum laude, with great distinction.

*Ophelia Snyder, Chief Product Officer and Co-Founder of Jura Pentium Limited*

Ms. Snyder has worked in a number of positions in the finance industry, including at UBS and Evercore, as a technology, media and telecommunications investment banker, and at The Westly Group, as a venture capitalist. In addition, she spent several years in the entertainment industry in communications and fundraising for documentaries, including Emmy-award winning "Mission Blue."

Ms. Snyder holds a Bachelor of Science from Stanford University and an MBA from New York University Stern School of Business.

Key personnel in the Issuer, or Jura Pentium Limited, 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.

In addition, the Issuer or Jura Pentium Limited may transact in Crypto Assets on its own account, including in relationship to the payment of management fees.

## Statutory Auditors

The following firm has been appointed for the purpose of auditing the company financial statements:

Copartner Revision AG, St. Alban-Anlage 46, 4052 Basel, Switzerland (the **Auditor**).

## Publications

According to its articles of association, currently dated 14 February 2020, 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.

## Financial Statements

The Issuer has published audited financial statements for the years ending 31 December 2020 and 31 December 2019 and unaudited financial statements for the period 1 January 2020 to 30 June 2020 and 1 January 2021 to 30 June 2021.

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

**Material Changes**

Save as published or disclosed herein there has been no material changes in the Issuer's assets and liabilities, financial positions or profits and losses since 30 June 2021.

**Dividends**

The Issuer has not paid any dividends since its foundation and incorporation.



## PROGRAMME INDICES

The information in this section (Programme Indices) consists only of information provided to the Issuer by Jura Pentium Limited and MVIS. 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 Limited and MVIS, 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://www.mvis-indices.com/indices/digital-assets> or <https://21shares.com/ir#index-guide>. 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 CryptoCompare (as defined below) or any other calculation agent appointed by MVIS.

### The 21Shares Index

The aim of the 21Shares Crypto Basket Index (**ACB, HODL 5** or the **21Shares Index**) is to track the financial performance of the top and most liquid crypto-assets, as well as to provide a professional benchmark for the broader Crypto Asset class. Due to the fact that the crypto market is relatively new, the health of the 21Shares Index will be evaluated on an ongoing basis every quarter by the 21Shares Index Committee.

The 21Shares Index is owned by Jura Pentium Limited. Jura Pentium Limited has selected an index administrator, MV Index Solutions GmbH (**MVIS**) to maintain the 21Shares Index. MVIS is a third party service provider and is not related to the Issuer or Jura Pentium Limited.

The 21Shares Index is calculated with the constituent prices converted to U.S. Dollars, on a daily basis between 00:00 and 24:00 (CET/CEST seasonally). Dissemination is in conducted in U.S. Dollars. Real-time index values are calculated with the latest available CCCAGGPrice Index prices each 15 seconds. The closing values are calculated at 17:00:00 CET/CEST with fixed 17:00 CET/CEST exchange rates.

The 21Shares Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SLA6E78	BGMJ4K4	BGMJ4K4	HODL5	HODL5

The 21Shares Index was launched on 6 September 2018, with a base index value of 100.00 as at 31 December 2016.

### Review Schedule

The 21Shares Index is rebalanced monthly (the **Monthly Rebalance Date**), subject to public holidays. A detailed index review schedule is published by MVIS on its website (<https://www.mvis-indices.com/periodic-index-reviews>). Neither this website, nor any party of it, is incorporated by reference in this Base Prospectus.

The reviews for the 21Shares Index are based on the closing data (adjusted for the reviewed amount outstanding) on the fifth but last business day in that month. If a security does not trade on a business day, then the last available price for this security will be used.

A "**business day**" means any day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in Frankfurt.

Adjustments to constituents will be announced four business days prior to the first business day of the next month at 23:00 CET/CEST time.

The Index is rebalanced at 17:00:00 (CET/CEST) of the last trading day in each month (subject to public holidays).

For each component price, the respective CCCAGG Price Index by CryptoCompare ([www.cryptocompare.com](http://www.cryptocompare.com)) is used. CCCAGG is a weighted average of the latest available trading price at each exchange.

### **Monthly Review**

#### *Index Universe*

The 21Shares Index universe includes all crypto currencies traded on the exchanges covered by the CCCAGG pricing provided by Crypto Coin Comparison Ltd. (**CryptoCompare**).

#### *Eligible Index Universe*

The 21Shares Index does not include Crypto Assets that:

- are tied to a fiat currency or a commodity such as gold or diamonds;
- are ongoing ICOs;
- have been newly created in the last twelve months, other than forks of existing assets (see “—Ongoing Maintenance—Changes due to Forks” below);
- are designed to be anonymous or private;
- do not trade on an eligible exchange;
- trade less than 33% of three-month circulating supply;
- trade up to U.S.\$25 million of daily volume over past thirty days;
- have market cap below U.S.\$1 billion over past thirty days;
- are not accepted as underlying assets by the Swiss legal and regulatory bodies;
- are not accepted by the SIX Swiss Exchange as an underlying;
- are without a reliable multi-signature hardware wallet solution;
- do not trade against a common fiat currency, *i.e.*, U.S. Dollars or Euros; and
- do not publish transparently (English website).

#### *Index Selection*

The assets and tokens fulfilling the universe criteria above are ranked by their forecasted 2050 market capitalisation (based on current price and forecasted supply) in descending order.

The top three digital assets qualify for selection.

The remaining two components are selected from the highest ranked remaining index components ranked between four and seven.

If the number of selected components is still below five, then the highest ranked digital assets are selected until the number of components equals five.

## *Weighting Scheme*

The 21Shares Index uses cap-factors to guarantee diversification and avoid over-/underweighting. Index weightings are reviewed on a monthly basis, based on the forecasted 2050 market capitalisation (based on current price and forecasted supply). The cap ensures diversification by assigning weights to components which cannot exceed 50% but still ensures higher weights for larger components. All components are ranked by their market capitalisation.

The maximum weight for any component is 50%. If a constituent exceeds the maximum weight, the weight will be reduced to the maximum weight and the excess weight shall be redistributed proportionally across all other index components. This process is repeated until no component has a weight exceeding the respective maximum weight.

Afterwards, a floor is applied to small components. The minimum weight for any component is 3%. If a constituent is less than the minimum weight, the weight will be raised to the minimum weight and the additional weight shall be removed proportionally from all other index components after the cap has been applied. This process is repeated until no components have weights less than the minimum weight.

To determine the weighting factors, an average of the closing prices of the last 10 previous trading days prior to the rebalance date is used.

## ***Ongoing Maintenance***

### *Changes in Amount Outstanding*

Changes in the amount outstanding will not be adjusted during the month, but with the next monthly review.

### *Changes due to Forks*

A hard fork occurs when a blockchain protocol is radically changed, such that it becomes incompatible with older versions. In effect, participants taking part in transactions on the old blockchain must upgrade to the new one in order to continue validating transactions. However, participants that do not upgrade may continue to support and validate transactions on the older blockchain protocol separately. The result of this is that a blockchain splits into two. If there are nodes permanently supporting the new chain, then the two chains will co-exist. Users that once held digital assets on an older blockchain before the protocol change at a pre-specified blockchain length will now also hold an amount of new coins on the altered blockchain. This new asset has essentially been derived from an older token, as well as its associated blockchain's transaction history. If a forked asset will be included in the 21Shares Crypto Basket Index, an announcement will be made on the Index Sponsor's website indicating that the fork meets the established criteria. Unless such an announcement is made informing the market of such participation, the newly-forked asset should be considered ineligible. Given the nature of forks and the frequency of forks, neither MVIS nor the Index Sponsor expects to assess every fork event. Only fork events deemed material will be considered for evaluation. Evaluation criteria will include, *inter alia*, whether the newly-forked asset has:

- a reliable wallet solution with a qualified custodian;
- sufficient liquidity the day of the fork; and
- been forked from a current component.

The assessment of whether to include a forked asset or not is based on a specific point-in-time set of criteria prior to the fork day. The newly-forked asset may meet the eligibility criteria at a later date. This change in status does not constitute a reversal of the previous assessment.

Supported forks will be held as part of the index until the following rebalance. Prior to the rebalance, the index may contain more than five elements. At the time of rebalancing, the full eligibility criteria, index selection criteria and weighting scheme will be applied. This may result in the removal of the asset from the index allocation.

Forked assets or derivations may be added to the index the eligibility criteria described above, subject to the additional criterion such forked assets or derivations have to have been in existence for twelve months.

This rule also applies to soft forks which result in two different assets.

#### *Changes to Pricing*

In case an exchange is added to CCCAGG or removed from it, the index divisor will not be adjusted.

#### *Trade Suspensions and Market Distortions*

There are certain circumstances which might require extra-ordinary adjustments to the 21Shares Index. These circumstances include, but are not limited to:

- Longer or recurring outages of an exchange;
- Misconduct of an exchange or with a Crypto Asset or token has been noticed;
- Sharp decline in trading volumes of certain Crypto Assets or tokens, certain exchanges or even larger areas of the crypto market in general;
- Implementation of investment restrictions for international investors in certain countries or for certain exchanges; or
- A Crypto Asset or token does not trade any more permanently or for an extended period of time.

For all events that result in a deletion from the 21Shares Index, the deleted component will be replaced with the highest ranked non-component at the latest review. The replacement will be added with the same weight as the deleted component; the index divisor will not be adjusted.

#### *Index Corrections*

Index corrections distinguish between calculation errors and incorrect input data.

Calculation errors detected within a trading day are corrected immediately. Intraday tick data are not corrected retrospectively.

Calculation errors that are older or based on erroneous input data are corrected if technically possible and economically viable. If significant differences exist, index values can also be corrected retrospectively.

#### *Review of 21Shares Index Concept*

Due to a very dynamic market of Crypto Assets and tokens the index methodology, parameters and thresholds will be reviewed at least once a year. Market participants' feedback is being considered in the process whether or not to make amendments to the methodology and the data sourcing process. Any changes will be communicated by Jura Pentium Limited and MVIS with a 60 day lead time to enable customers to adjust their processes.

### *Changes to the 21Shares Index Guide*

Any changes to the 21Shares Index Guide, of which this is a summary, will be reviewed and approved by Jura Pentium Limited and MVIS's Legal and Compliance Department. MVIS's Legal and Compliance Department may also request a description and further information about any proposed change and may consult MVIS's Operations Department on such changes. The key elements that will be considered by MVIS's Legal and Compliance Team in this phase of the change process include robustness, transparency, reliability and integrity of the Index Guide following such change. The result of the review will be communicated to MVIS's Operations Department, which will archive the result of the review.

Changes that might immediately alter the composition of an index or that are otherwise material also need to be approved by MVIS's independent oversight function (**IOF**) prior to their publication and implementation.

In case of material changes, an advance notice will be published and provided to users. MVIS will generally disseminate a notification related to an Index Guide change 60 days prior to the change. A shorter period of time may be applied at MVIS's discretion if the relevant index has not received necessary licenses. The notice will describe a clear time frame that gives the opportunity to analyse and comment upon the impact of such proposed material change. Any material comments received in relation to the Index Guide change and MVIS's response to those comments will be made publicly accessible after any consultation, except where confidentiality has been requested by the originator of the comments.

### *Discretion regarding the Use of Input Data*

In cases where (i) input data are or appear to be qualitatively inferior, (ii) different sources provide different data or (iii) a situation is not covered by the index rules, MVIS may use or change the data at its own discretion after a review. Such review may take into consideration liquidity and size data, event information or other secondary data.

Any changes to input data that MVIS intends to apply because of missing data, different data from different sources or other information concluding the inappropriateness or incorrectness of data will be subject to MVIS's reasonable discretion. The decision on any change must be required, appropriate, commensurable and in line with the respective index's scope and objective and must also reasonably consider in a balanced weight the interest of users, investors in related products and the integrity of the market.

Index operations aims to ensure consistency in its use of discretion. Employees involved in the operations team must have demonstrated the required experience and skills. Significant decisions are subject to sign-off by a supervisor. In cases where material changes are proposed to be made to the data, the change will be analysed in detail before being presented to, discussed with, and reviewed by, the IOF.

The broad range of possible data quality problems does not permit MVIS to define specific steps for each possible problem, although MVIS weights the different interests of index users and other parties involved, as well as the integrity of the market, in order to determine the least disadvantageous measure that also takes into account the relevant interests.

In order to avoid individual decisions on the use of data, an update of the index rules can be taken into consideration, if applicable. Other possible mitigation measures include the change of input data sources or providers and/or own data research where possible and reasonable.

MVIS keeps a record of all of its material judgements or exercises of discretion, including the reasoning behind such judgement or exercise of discretion.

### *Contributor Selection*

The following requirements shall apply with regard to (i) the input data used for index management and (ii) the relevant input data providers (**Contributors**):

- the input data shall be sufficient to represent accurately and reliably the market or economic reality that the benchmark is intended to measure;

- the input data shall be transaction data, if available and appropriate. If transaction data is insufficient or unable to accurately and reliability represent the market or economic reality such index is intended to measure, index data which is not transaction data may be used, including estimated prices, quotes and committed quotes, or other values;
- the input data shall be verifiable;
- clear guidelines regarding the types of input data, the priority of use of the different types of input data and the exercise of expert judgement in order to ensure compliance with the Index Guide and index methodology, which are defined in MVIS's "Code of Conduct for Contributors"; and
- where an index is based on input data from Contributors, MVIS will obtain, where appropriate, input data from a reliable and representative panel or sample of Contributors so as to ensure that the resulting index is reliable and representative of the market or economic reality that such index is intended to measure.

In order to control the quality of Contributors, MVIS:

- evaluates market share, reputation, quality and cost of possible input data sources and providers before selecting a Contributor; and
- compares the input date of one Contributor with the input data from one or more other Contributors in order to ensure the integrity and accuracy of the input data and, based on these results, may replace a Contributor with bad-quality input data.

MVIS will not use input data from a Contributor if it has evidence that such Contributor does not adhere to its "Code of Conduct for Contributors" and, in such a case, MVIS will instead obtain representative publicly-available data.

### **Calculation**

#### *Index Formula*

The 21Shares Index is calculated using Laspeyres' formula:

$$\text{Underlying Index} = \frac{\sum_{i=1}^n p_i * q_i * c_{fi} * f_{xi}}{D} = \frac{M}{D}$$

Where (for all tokens (i) in the Index):

$p_i$  = price,

$q_i$  = amount outstanding,

$c_{fi}$  = weighting cap/floor factor (if applicable, otherwise set to 1),

$f_{xi}$  = exchange rate (index currency to USD),

$M$  = market capitalisation of the index,

$D$  = divisor.

#### **Input Data**

The following rounding procedures are used for the index calculation:

- Rounding to 2 decimal places: index values;

- Rounding to 6 decimal places: divisors (D),
- Rounding to 18 decimal places: prices (pi), exchange rates (fxi) and weighting cap/floor factors (cfi).

### **Divisor Adjustments**

Index maintenance—reflecting changes in amount outstanding, events, addition or deletion of tokens to the 21Shares Index—should not change the level of the 21Shares Index. This is accomplished with an adjustment to the divisor.

Any change to the tokens in the 21Shares Index that alters the total market value of the index while holding token prices constant will require a divisor adjustment.

The 21Shares Index is calculated by deducting an annual fee of 2.5% from the underlying index performance. This is done by applying a divisor increase from the closing value:

$$Divisor_{close} = Divisor_{open} * \frac{1}{1 - \frac{2.5\%}{365}}$$

$$Divisor_{open} = Divisor_{close} * \frac{\sum_{i=1}^n p_i * q_i * cfi * fx_i \pm \Delta MC}{\sum_{i=1}^n p_i * q_i * cfi * fx_i}$$

$\Delta MC$  = Difference between closing and adjusted closing market capitalisation of the index.

### **Data Correction and Disruptions**

MVIS will usually receive information about errors or disruption from a calculation agent, index owner, client or internal systems department, as well as by monitoring the respective output.

Incorrect or missing input data will be corrected immediately, as follows:

- the error is immediately communicated to the calculation agent, if applicable;
- the calculation agent will be asked to investigate the reason for the error;
- an email is sent to all affected clients to inform them about the error, which will include the reason for the issue and an estimate of when the issue will be solved;
- MVIS recalculates any missing end-of-day data points and disseminates these to vendors and clients.

In case of a material error:

- MVIS's Legal and Compliance Department will check the relevant agreements to determine the liability of the calculation agent;
- if MVIS identifies any conduct that may involve manipulation or attempted manipulation of an index by a calculation agent, MVIS will report this conduct to the appropriate regulator; and
- where possible and economically reasonable, MVIS will try use another calculation agent.

Investigations and communications regarding disruptions with calculation agents will be handled by MVIS's Compliance Department and by its senior management. If a disruptions in calculation or dissemination is identified:

- the disruption is immediately communicated to the calculation/dissemination agent, if applicable;
- the calculation/dissemination agent is asked to investigate the reason for the disruption;
- an email is sent to all affected clients to inform them about the disruption, which includes the reason for the issue and an estimate on when the issue will be solved.
- MVIS instructs the calculation agent to make all efforts to restart index calculation;
- MVIS instructs the dissemination agent to make all efforts to restart index dissemination;
- MVIS recalculates any missing end-of-day data points and disseminates these to vendors and clients;
- MVIS's Legal and Compliance Department checks the relevant agreements to determine the liability of the calculation/dissemination agent;
- if MVIS identifies any conduct that may involve manipulation or attempted manipulation of an index by calculation/dissemination agent, MVIS will report this to the appropriate regulator; and
- where possible and economically reasonable, MVIS will try use another calculation and/or dissemination agent.

#### **Other Indices**

The Issuer may elect to use other indices (other than the 21Shares Index), including indices administrated by Invierno AB, owner of the registered trademark "Vinter", which shall be specified in the relevant Final Terms.

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 the 21Shares Index is the Underlying**

*The Products issued under the Programme are not sponsored, endorsed, sold or promoted by MV Index Solutions 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 CryptoCompare Data Limited to maintain and calculate the Index. No Product issued under the Programme is sponsored, promoted, sold or supported in any other manner by CryptoCompare Data Limited and CryptoCompare Data Limited 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 CryptoCompare Data Limited. *CryptoCompare Data Limited uses its best efforts to ensure that the Index is calculated correctly. Irrespective of its obligations towards the Issuer, CryptoCompare Data Limited 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 CryptoCompare Data Limited 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 CryptoCompare Data Limited to invest capital in said financial instrument nor does it in any way represent an assurance or opinion of CryptoCompare Data Limited with regard to any investment in this financial instrument. CryptoCompare Data Limited 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.

## 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, and Ripple.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.*

### 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. Most but not all Crypto Assets are based on the original code of either the Bitcoin or the Ethereum blockchain.

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, this individual 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 and these creators disappeared shortly after the mining of the genesis block.

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 created later and initially released on in 2015, based on an initial description of the project by programmer Vitalik Buterin in 2013. Bitcoin lacks a scripting language and is therefore considered by some to be an imperfect platform for writing decentralised applications. After failing to add scripting to Bitcoin, Ethereum was built as a platform for this application development capability and was initially funded through a crowd sale (where participants bought the currency Ether (ETH) with Bitcoin (BTC) in 2014. Ethereum has been used as a platform powering numerous decentralised applications, smart contracts, and initial coin offerings.

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, including the ones that powers Bitcoin, Ethereum, Ripple, Monero, and others. 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

As more participants join or leave the network and the number of transactions rises, the network itself cannot verify and confirm transactions anymore, which would result in an information gap in the transaction chain and thus undermine the idea of the network. In order to solve this problem, the blockchain codebase provides for blocks of a given size (e.g., Bitcoin's 1 megabyte) and allocates a computationally complex numeric problem (a "hash", which is a 64-digit hexadecimal number) to each block. The mining process involves compiling recent transactions (which vary in size) into the blocks and trying to solve the numeric problem, once the block reaches its fixed size. Solving the numeric problem requires great computing power. For that matter, it is the computing power that gives legitimacy to the information chain of the transactions and thus stability to the cryptocurrency. The miner who first solves the numeric problem gets to place the next block on the blockchain and claim the rewards for successfully completing a block and confirming the transactions contained in the block. Therefore, mining is the process by which transactions are verified and confirmed, reaching consensus in the network (**distributed consensus**), and, as a result of this agreement, displayed on the public ledger, which is the blockchain, and also the means through which new coins are released into circulation, meaning that new coins are constantly created by huge datacentres processing complex numeric problems, or "proof of work".

The rewards incentivise mining. Rewards may be both transaction fees associated with the transactions compiled in the block as well as newly released coins (provided for in the blockchain codebase). Cryptocurrency miners earn cryptocurrencies by confirming transactions and reaching consensus as a compensation for their computing power.

Furthermore, mining can also give "voting power" when changes are proposed in the blockchain codebase. In other words, a successful miner has influence on the decision-making process on such matters as forking.

Premined Crypto Asset (e.g., Ripple), on the other hand, means that (unlike e.g., Bitcoin or Ethereum) there are no miners that validate transactions in exchange for transaction fees and newly created units. All of the units that

will ever be created are already in existence. Therefore, a pre-mine is where a developer allocates a certain limited amount of currency credit to a particular address before releasing the source code to the open community.

Premined Crypto Assets are placed in a cryptographically-secured escrow account to create certainty of supply at any given time. By securing the Crypto Assets in escrow, it is possible to mathematically verify the maximum supply that can enter the market. This lockup eliminates the concern of flooding the market. Escrow allows a sender of Crypto Assets to put conditions on exactly when a payment can be completed, so the payment remains cryptographically locked until the due date.

Due to the absence of the complex mining process, transactions in premined Crypto Assets are also much faster.

## **Staking**

Staking is the process of validating transactions on the blockchain through the use of committed deposits on the Solana network. Every transaction on any blockchain requires validation from a node. In the case of proof of stake networks such as Solana, this can be done without significant computing power by proving that the node is holding a certain amount of assets referred to as a roll. Similar to mining, these actions are incentivized through by in-kind payments, known as staking rewards, from the network for the services performed.

A portion of the collateral from this series will be used by the Custodian's nodes to authenticate transactions on the Solana blockchain.

Staking may come with a risk of loss of tokens from incurring penalties, through a process known as slashing. If a disruption such as downtime or double-signing occurs, validator nodes may be subject to slashing. Slashing is designed to incentivize node security, availability and network participation.

Further, illiquidity of staking returns to be converted into bitcoin or stablecoin may be difficult if there is little to no volume of the staked asset. Solana has a lock up period of 2 days. This may prevent all ASOL assets from being staked and/or may cause some delays in settlements.

Rewards duration: similar to lockup periods, some staking assets may not pay out staking rewards daily and make re-investments delayed. Solana pays out every 2 days. This may cause some delays in reflecting staking rewards in the NAV.

Staking rewards for any given network can vary tremendously based on the value of the network, the exchange rate of the assets to USD, the amount staked, the processing rate and the number of transactions on the network.

Any staking rewards paid out as a result of the use of the collateral pool for staking will be added to the total value of the collateral pool less any applicable fees and commissions.

## **Uses of Crypto Assets**

The use cases of Crypto Assets can include:

- Data on the global market;
- Exchange market;
- Goods and Services;
- Peer to Peer Transactions; and/or

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 Stock Exchange Act (**SESTA**), book-entry of self-issued uncertificated securities currently is essentially unregulated, 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 3 para. 3 of the Swiss Stock Exchange Ordinance (**SESTO**)). 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 3 para. 2 SESTO).

The issuing of tokens that are analogous to equities or bonds can also result in prospectus requirements under the Swiss Code of Obligations (**CO**). According to the Swiss Financial Services Act (**FinSA**) (not yet in force) prospectus requirements will become part of supervisory law (Article 35 et seq. FinSA). The CO provides, and FinSA will provide, for a number of different exceptions and exemptions.

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, Custodians, 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. See below the list of exchanges meeting the criteria of the 21Shares HODL5 Crypto Index, by currency. This list is not exhaustive but gives a sense of the range of available options. All of these exchanges meet the following criteria: (a) the cryptocurrencies can be traded against fiat currencies, (b) there is transparency by the publication of prices, and (c) the trading venue has an “application programming interface” and the website is in the English language at least.

- Bitcoin: Coinbase Pro, Bitstamp, Kraken, Gemini
- Ethereum: Coinbase Pro, Bitstamp, Kraken, Gemini
- Ripple: Bitstamp, Kraken, Korbit
- Bitcoin Cash: Coinbase Pro, Bitstamp, Kraken, Bithumb, Korbit
- Litecoin: Coinbase Pro, Bithumb, Bitstamp

Information on past performance is available on any of these company websites (among others) free of charge:

- [Pro.Coinbase.com](https://pro.coinbase.com)
- [Bitstamp.com](https://bitstamp.com)
- [Kraken.com](https://kraken.com)
- [Coinbase.com](https://coinbase.com)
- [CoinMarketCap.com](https://coinmarketcap.com)
- [CryptoCompare.com](https://cryptocompare.com).

The Issuer does not take responsibility for the contents of these websites, nor are they incorporated by reference herein.

## OFFERING AND SALE

***Only Authorised Participants may subscribe for Products from the Issuer, acting as principals in respect of such subscriptions.***

### **Selling Restrictions**

#### ***General***

This 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.

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.

#### ***European Economic Area***

*Where sales to retail investors is not specified as prohibited in the applicable Final Terms*, in relation to each Member State of the EEA, each Authorised Participant has represented and agreed, and each further Authorised Participant appointed to issue Products under the Programme will be required to represent and agree, that it has not made and will not make an offer of Products which are the subject of any offering contemplated by this Base Prospectus as completed by the Final Terms to the public in that Member State except that it may make an offer of the Products to the public in that Member State at any time:

- (i) to any legal entity that is a qualified investor as defined in the Prospectus Regulation;
- (ii) 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 Authorised Participant nominated by the Issuer for any such offer; or
- (iii) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Products referred to in clauses (ii) to (iii) above shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an offer of Products to the public in relation to any Products in any 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 and the expression Prospectus Regulation means Regulation (EU) 2017/1129.

*Where sales to retail investors is specified as prohibited in the applicable Final Terms*, each Authorised Participant has represented and agreed, and each further Authorised Participant appointed to issue Products under the

Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Products which are the subject of any offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II;
- (ii) a customer within the meaning of the IDD, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (iii) not a qualified investor as defined in the Prospectus Regulation.

The expression “offer” includes 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 Products.

### ***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.



## TAXATION

### Switzerland

*The following discussion is a summary of certain material Swiss tax considerations relating to (i) Products issued the Issuer where the holder is tax resident in Switzerland or has a tax presence in Switzerland or (ii) Products where the paying agent, Custodian or securities dealer is located in Switzerland. The discussion is based on legislation as of the date of this Prospectus. It does not aim to be a comprehensive description of all the Swiss tax considerations that may be relevant for a decision to invest in Products. The tax treatment for each investor depends on the particular situation. All investors are advised to consult with their professional tax advisers as to the respective Swiss tax consequences of the purchase, ownership, disposition, lapse, exercise or redemption of Products (or options embedded therein) in light of their particular circumstances.*

### Swiss Withholding Tax

Payments on a Product are currently not subject to Swiss federal withholding tax provided that the respective issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

On 3 April 2020, the Swiss Federal Council proposed draft legislation and opened the consultation procedure regarding the reform of the Swiss withholding tax regime, which had previously been suspended. A main aspect of the draft legislation is the exemption of Swiss-domiciled legal entities and foreign investors from withholding tax on Swiss domestic interest-based investments. In essence, the draft legislation would replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. Broadly, this paying agent-based regime would (i) subject all interest payments made through paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax and (ii) exempt from Swiss withholding tax interest payments to all other persons, including to Swiss-domiciled legal entities and foreign investors (other than for indirect interest payments via foreign and domestic collective investments vehicles). If such a new paying agent-based regime were to be enacted and were to result in the deduction or withholding of Swiss withholding tax on any interest payments in respect of the Products, the Products would not be entitled to receive any additional amounts as a result of such deduction or withholding under the terms of the Products. However, the results of the consultation, which ended on 10 July 2020, were controversial. Consequently, on 14 April 2021, the Swiss Federal Council submitted a new draft on the reform of the Swiss withholding tax system providing for the abolition of Swiss withholding tax on interest payments on bonds for submission to the Swiss Federal Parliament.

### Income Taxation

*Products held as Private Assets by a Swiss resident holder*

#### Structured Notes

If a Product classifies as a structured note, its income taxation depends on whether the bond and the derivative financial instrument(s) embedded therein are recorded separately from each other and whether the Product is classified as a structured note with or without a predominant one-time interest payment (a structured note is classified as a note with a predominant one-time interest payment if the one-time interest payment exceeds the sum of the periodic interest payments):

*Non-transparent derivative financial instruments:* If the bond is not recorded separately from the embedded derivative financial instrument(s), the Product is classified as non-transparent structured note and any return over the initial investment is classified as a taxable interest payment. Non-transparent derivative financial instruments generally include a predominant one-time interest payment and are taxed in accordance with the principles set forth below under “—Transparent derivative financial instruments with a predominant one-time interest payment”.

*Transparent derivative financial instruments without a predominant one-time interest payment:* If the bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment (see below “—Transparent derivative financial instruments with a predominant one-time interest payment”), then any such periodic interest payment and the non-predominant one-time interest payment, if any, is taxed when paid to the holder of the

Product. A gain, including interest accrued, a loss, respectively, realised on the sale of a Product is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively (see below “—*Capital Gains, Products held as Private Assets by a Swiss resident holder*”). The same applies if the Product is redeemed except that interest accrued is taxed when paid.

*Transparent derivative financial instruments with a predominant one-time interest payment:* If the bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments, then any periodic interest payments and on the sale or redemption of the Product, the difference between the value of the bond at redemption or sale, as applicable, and its value at issuance or secondary market purchase, as applicable, converted, in each case, into Swiss Francs at the exchange rate prevailing at the time of redemption or sale, issuance or purchase, respectively (modified differential taxation method) constitutes taxable income. A value decrease on the bond respectively realised on the sale or redemption of the Product may be offset against any gains (including periodic interest payments) realised within the same taxation period from all instruments with a predominant one-time interest payment. Any residual return realised on the embedded derivative financial instrument(s) is a tax-free private capital gain, and any residual loss is a non-tax-deductible private capital loss, respectively (see below “—*Capital Gains, Products held as Private Assets by a Swiss resident holder*”).

### Bonds

*Bonds without a predominant one-time interest payment:* If a Product is classified as a pure bond without a predominant one-time interest payment (the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment), Swiss resident private investors will be taxed on the periodic and any one-time interest payments, if any, converted into Swiss Francs at the exchange rate prevailing at the time of payment. A gain, including interest accrued, a loss, respectively, realised on the sale of a Product is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively (see below “—*Capital Gains, Products held as Private Assets by a Swiss resident holder*”).

*Bonds with a predominant one-time interest payment:* If a Product is classified as a pure bond with a predominant one-time interest payment (the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), Swiss resident private investors will be taxed on any periodic interest payments and on any gains, including capital and foreign exchange gains, realised on the Products (differential taxation method).

### Pure Derivative Financial Products

Periodic and one-time dividend equalisation payments realised on a Product which is classified as a pure derivative financial instrument (such as pure call and put options, including low exercise price options with a maturity not exceeding one year, pure futures, static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right) and which is held as part of a holder's private assets constitute taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below “—*Capital Gains, Products held as Private Assets by a Swiss resident holder*”).

### Low Exercise Price Options

According to the current practice of the Swiss Federal Tax Administration low exercise price options are given if the underlying of an option has been pre-financed by at least 50% at the time of issuance.

For low exercise price options with a maturity exceeding one year the interest component of the low exercise price option (i.e. issue discount) constitutes taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below “—*Capital Gains, Products held as Private Assets by a Swiss resident holder*”).

## Fund-like Products

A Product classified as a fund-like instrument will be considered a pass-through instrument for Swiss tax purposes if dividend and interest income (less attributable costs) from, and capital gains and losses (less costs attributable) realised on, the underlying investments, are reported and distributed separately. Under such conditions, an individual holding a fund-like Product as part of private assets only receives taxable income (which he or she must report annually) over such portion of the distributions (in case the fund is distributing the income realised on the underlying investments) or earnings credits (in case the fund is reinvesting the income realised on the underlying investment) as derive from dividends and interest (less attributable costs) on the underlying instruments. Any distributions or credits deriving from capital gains realised on the underlying investments constitute a tax-free private capital gain and any respective loss on the underlying investments is a non-tax-deductible private capital loss. Any gain realised within a taxation period on the sale of a fund-like instrument (including accrued dividends and interest) is exempt from income taxation as a private capital gain, and, conversely, any loss realised a non-tax-deductible capital loss (see below “—Capital Gains, Products held as Private Assets by a Swiss resident holder”).

### *Products held as Assets of a Swiss Business*

Corporate entities and individuals who hold Products as part of a trade or business in Switzerland, in the case of residents abroad carried on through a permanent establishment or a fixed place of business in Switzerland, are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Products (irrespective of their classification) in their income statement for the respective taxation period and will be taxed on any net taxable earnings for such period.

The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, are classified as “professional securities dealers” for reasons of, *inter alia*, frequent dealing and leveraged investments in securities.

### **Capital Gains Taxation**

#### *Products held as Private Assets by a Swiss resident Holder*

A gain, a loss, respectively, realised by an individual resident in Switzerland for tax purposes upon the sale or other disposal of a Product held as part of his or her private assets is a tax-free private capital gain, a non-tax deductible capital loss, respectively, unless such individual is classified, for income tax purposes, as a “professional securities dealer” for reasons of, *inter alia*, frequent dealing and leveraged investments in securities. If an individual is classified as a “professional securities dealer” he or she will be taxed in accordance with the principles set forth above under “—Products held as Assets of a Swiss Business”. In relation to the bifurcation of a tax-exempt capital gains component, non-tax deductible capital loss component, respectively, from taxable income components of a Product, see the bifurcation principles set forth above with regard to the different instruments under “—Income Taxation, Products held as Private Assets by a Swiss resident holder”).

#### *Products held as Assets of a Swiss Business*

Capital gains realised on Products held as Assets of a Swiss Business are taxed in accordance with the taxation principles set forth above under “—Income Taxation, Products held as Swiss Business Assets”).

### **Stamp Taxes**

#### *Swiss Federal Issue Stamp Tax*

The Products are not subject to Swiss federal stamp tax on the issuance of securities.

#### *Swiss Federal Securities Turnover Tax*

Dealings in Products which are classified as pure derivative financial instruments (such as pure call and put options, including low exercise price options with a maturity not exceeding twelve months, pure futures with a

maximal pre-financing of 25%, static certificates replicating an index or a basket of at least five shares and with a fixed maturity on an annual redemption right) are not subject to the Swiss federal securities turnover tax.

Dealings in Products which have been issued by an issuer outside of Switzerland and which are classified as structured notes, share-like instruments (including low exercise price warrants on shares with a maturity exceeding twelve months) or fund-like instruments are subject to Swiss federal securities turnover tax of 0.3% on the consideration paid, however, only if a Swiss securities dealer (as defined in the Swiss federal stamp tax act) is a party or intermediary to the transaction and no exemption applies.

Dealing in bonds and structured notes with a maturity not exceeding one year are exempt from Swiss federal turnover tax.

The delivery of an underlying taxable security at exercise or redemption to the holder of the Product is subject to Swiss federal securities turnover tax of 0.3% if a Swiss domestic securities dealer (as defined in the Swiss federal stamp tax act) is a party or intermediary to the transaction and no exemption applies.

### ***Gift, Inheritance and Estate Taxes***

Subject to an applicable tax treaty in an international scenario, transfers of Products may be subject to cantonal and/or communal inheritance tax, estate tax or gift tax if the deceased person has had his or her last domicile in Switzerland, the donor is resident in Switzerland, respectively, or in the case of a foreign deceased or resident person the transfer involves an unincorporated business in Switzerland and Products are held as part of such business. No such taxes exist at the federal level. Rates depend upon the existing relationship (i.e. the relationship between the deceased and the heirs, or between the donor and the donee) and the size of the inheritance or gift. The taxable base is usually the market value of the property transferred.

### ***Net Worth and Capital Taxes***

A holder of Products who is an individual resident in Switzerland for tax purposes or is a non-Swiss resident holding Products as part of a Swiss business operation or a Swiss permanent establishment is required to report Products as part of private wealth or as part of Swiss business assets, as the case may be, and is subject to annual cantonal and/or communal private wealth tax on any net taxable wealth (including the Products), in the case of non-Swiss resident individual holding Products as part of a Swiss business operation or a Swiss permanent establishment to the extent the aggregate taxable wealth is allocable to Switzerland. Incorporated holders of Products are subject to cantonal and communal capital tax on net taxable equity, in the case of non-Swiss resident person holding Products as part of a Swiss permanent establishment, to the extent the aggregate taxable equity is allocable to Switzerland. No net worth and capital taxes exist at the federal level.

### ***Non-Swiss resident holders***

A holder of a Product who is not resident in Switzerland for tax purposes and who during the taxation year has not engaged in trade or business carried on through a business operation or permanent establishment in Switzerland, will neither be subject to income tax and capital gains tax nor net wealth or capital tax in Switzerland.

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

On 19 November 2014, Switzerland signed the Multilateral Competent Authority Agreement (the **MCAA**). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the **AEOI**). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the **AEOI Act**) entered into force on 1 January 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.

The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Switzerland has concluded a multilateral AEOI agreement with the EU (replacing the EU savings tax agreement) and has concluded bilateral AEOI agreements with several non-EU countries.

Based on such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland began to collect data in respect of financial assets, including, as the case may be, Warrants, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in a EU member state or in a treaty state.

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

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland.

## 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 26 October 2021.

### Approval of the Programme

The SIX Exchange Regulation AG has approved the Base Prospectus for purposes of the FinSA as the Swiss Review Body as of [■] November 2021.

### Clearing Systems

The Products have been accepted for clearing through SIX SIS AG. If the Products are to clear through an additional or alternative clearing system, the appropriate information will be specified in the applicable Final Terms.

### Significant Change

Save as disclosed herein, there has been no significant change in the financial or trading position of the Issuer since its incorporation.

There has been no material adverse change in the financial position or prospects of the Issuer since the date of the last financial statements.

### Trend Information

Save as disclosed herein, the Issuer is not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on their respective prospects during 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.

### Use of Proceeds

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 and for general corporate purposes.

### Third Party Information

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 used.

### 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.

## Documents on Display

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 Articles of Association;
- 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;
- the market making agreement in respect of each Series of Products;
- the Final Terms in respect of each series of Products;
- this Base Prospectus.

## Websites

Any website mentioned in this Base Prospectus does not form part of this Base Prospectus.

## Description of Service Providers

### ***Bank Frick & Co Aktiengesellschaft***

Bank Frick & Co. AG, a joint stock company, FL-0001.548.501-4, was established in 1998 by the Liechtenstein trustee Kuno Frick sen., together with financial investors from Austria. Today, the bank is owned by the Kuno Frick Family Foundation (65%) and Net 1 UEPS Technologies, Inc. (35%), a Nasdaq-listed company and financial technology company, respectively. The bank strategically manages the business area of digital banking services. The bank's roots lie in private banking and in the development of tailor-made financial services. Further business areas of the bank include institutional banking and capital market solutions. The bank's shareholders' equity at the end of 2017 amounted to CHF 85 million and its net profit to CHF 6.3 million.

According to article 3 of the articles of incorporation dated 3 November 2015 of Bank Frick & Co. 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***

*The information in this section (Bitwise Index Services, LLC) consists only of information provided to the Issuer by Bitwise Index Services 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 Bitwise Index Services LLC, no facts have been omitted which would rendersuch reproduced information inaccurate or misleading.*

Bitwise Index Services, LLC is a Delaware Limited Liability Company s 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 it 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 Agentwith 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.

### ***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 pursuant to that certain Certificate of Merger for the Merger of Banana Merger Sub I, Inc. with and into Bison Trails Co. (the Merger Sub I Certificate of Merger), and that certain Certificate of Merger for the Merger of Bison Trails Co. with and into Banana Merger Sub II, LLC (the Merger Sub II Certificate of Merger), both executed and filed with the State of Delaware on February 8, 2021.

As provided in Article III of the Amended and Restated Articles of Incorporation of Bison Trails Co., as restated in the Merger Sub I Certificate of Merger, 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.

### ***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 at 19 March 2019, the company served over 90 clients and has over U.S. \$575 million 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.

### ***Copper Technologies (UK) Limited***

Copper Technologies (UK) Limited is 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 17a Curzon Street, London W1J 5HS. "Copper" and "Copper.co" are trading names of Copper Technologies (UK) Limited. Copper Technologies (UK) Limited is the sole shareholder of Copper Technologies (US) Inc., a Delaware corporation with registered corporation number 5932047.

Copper Technologies (UK) Limited has temporary registration with the UK Financial Conduct Authority ("FCA") under the Temporary Registration Regime to carry out crypto asset activities under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended.

Copper Technologies (UK) Limited provides custodial, exchange and settlement services for digital assets to institutional and high-net worth clients. Copper Technologies (UK) Limited 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 Technologies (UK) Limited which it provides through its proprietary and secure digital asset custody infrastructure. Copper Technologies (UK) Limited 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.

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.

Any digital assets held in custody in vaults by Copper Technologies (UK) Limited for its clients, including the Issuer, are and will remain segregated from both proprietary assets of Copper Technologies (UK) Limited and the assets of its other clients.

#### ***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.

#### ***Invierno AB, owner of the registered trademark "Vinter"***

Invierno AB ("Vinter") was incorporated on 28 May 2019 as company limited by shares (*Aktiebolag*) registered in Sweden. Its register number is 559207-4172. The registered address is Box 5193, 10244 Stockholm, Sweden, the location of the head office is Hammarby Kaj 10D, 120 07 Stockholm, Sweden.

According to article 3 of its articles of association, its business purpose is to act as a calculation agent and benchmark administrator. Invierno AB ("Vinter") was approved by the Swedish Financial Supervisory Authority (*Finansinspektionen*) with an effective date of 16 June 2020 as a registered benchmark administrator under the EU Benchmarks Regulation. The European Securities and Markets Authority (ESMA) has included Vinter in its register of benchmark administrators approved to carry on the regulated activity of administering a benchmark. Invierno AB is not part of a group of companies.

### **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.

### **MG Stover & Co.**

MG Stover is a corporation with identification number 20071088083, which was incorporated on 21 February 2007 under the laws of the State of Colorado in the United States. MG Stover has its registered office at 1331 17th Street, Suite 720, Denver, Colorado 80202.

MG Stover is an accounting and administration company providing portfolio and partnership accounting. It provides fund administration for hedge funds, funds of funds, single- and multi-family offices, private equity, venture capital and real estate.

According to Section 2 of MG Stover's operating agreement, MG Stover was established with the purpose of accomplishing such lawful business and activities as determined by its members.

### **MV Index Solutions GmbH**

MVIS was incorporated on 6 June 2011 as a German limited liability company (*Gesellschaft mit beschränkter Haftung*). It is registered with Handelsregister with entry number 91272.

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.

### **Sudrania Fund Services Corporation**

Sudrania Fund Service Corporation ("Sudrania") is a corporation incorporated in the State of Illinois in the United States of America with identification number 72079728. Sudrania has its registered office at 633 Rogers Street, Suite 106, Downers Grove, IL 60523. Sudrania Fund Services is a fund accounting and fund technology company providing NAV Calculation and other services. It provides fund administration for hedge funds, commodity pools,

private equity funds, and digital asset funds. Sudrania was established with the purpose of accomplishing such lawful business and activities as determined by its shareholders.

### ***The Kingdom Trust Company***

The Kingdom Trust Company is a public trust company incorporated under the laws of the State of South Dakota in the United States of America and is chartered, supervised and examined by the South Dakota Division of Banking. It also has a Trust Services Office in the State of Kentucky, which is supervised and examined by the Kentucky Department of Financial Institutions. It was incorporated on 20 December 2010, by Douglas Lawson and Matt Jennings, and has a company registration number of DB055771. The Kingdom Trust Company is located at 4300 South Louise Avenue, Suite 104, in Sioux Falls, South Dakota. Its credential number is TC.058-2 and it received its charter on 29 December 2010. The Trust Services Office is located at 1105 State Route 121 N, Murray, Kentucky 42071.

Founded in 2010, Kingdom Trust is an independent qualified custodian under the Investment Advisers Act of 1940, as amended, and the Investment Company Act, as amended, a qualified third party under Regulation CF under the Securities Act and a qualified custodian under 26 USC 408. The company currently serves over 100,000 clients and has over U.S.\$12 billion in assets under custody. Kingdom Trust's corporate office is located in Sioux Falls, South Dakota. Its administrative operations are conducted by Kingdom Services and conducted in the Murray, Kentucky Trust Services Office. The purpose of the company is to offer qualified custody services.

Pursuant to Article III of Kingdom Trust's articles of incorporation, the objects and purpose for which Kingdom Trust is formed are to conduct and transact generally the business of a trust company and do all things, exercise all powers and perform all functions that a trust company is authorised or empowered to do, exercise or perform under and by virtue of the laws of the State of South Dakota.

### ***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.

## APPENDIX I - GLOSSARY OF FREQUENTLY USED DEFINED TERMS

**21CB** or **HODL 5** or the **21Shares Index** means the 21Shares Index owned by Jura Pentium Limited.

**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, governed by the laws of South Dakota, entered into between the Issuer, The Kingdom Trust Company, and the Collateral Agent with respect to the respective Collateral Account or (ii) the account control agreement, 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 (iii) the account control agreement, governed by the laws of Switzerland entered into between the Issuer, Bitcoin Suisse AG, and the Collateral Agent with respect to the respective Collateral Account or (iv) the account control agreement, governed by the laws of England entered into between the Issuer, Copper Technologies (UK) Limited, and the Collateral Agent with respect to the respective Collateral Account, as applicable.

**Administrator** means MG Stover & Co., or Sudrania Fund Services Corporation 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.

**ARETP** means the SIX Additional Rules for the Listing of Exchange Traded Products.

**Auditor** means Copartner Revision AG, St. Alban-Anlage 46, 4052 Basel, 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 Custodian 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.

**Bitcoin Suisse** means Bitcoin Suisse AG.

**Bitwise** means Bitwise Index Services, LLC.

**CCCAGG** means the Crypto Coin Comparison Aggregated Index provided by CryptoCompare.

**CCCAGG Prices** means the relevant crypto prices as calculated in accordance with CCCAGG.

**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 which serve as collateral for the Product..

**Collateral Account** means the account or sub-account, as applicable, administered by the Custodian and opened for the Products.

**Collateral Agent or Law Debenture** means The Law Debenture Trust Corporation p.l.c. and any successor Collateral Agent.

**Contributor** means each relevant input data provider with respect to an index.

**Copper** means Copper Technologies (UK) Limited.

**Crypto Assets** means: (i) any digital asset whose origin is derived from a blockchain, including digital currencies; (ii) digital commodities provisioning raw digital resources; or (iii) digital tokens, provisioning finished digital goods and services.

**CryptoCompare** means Crypto Coin Comparison Ltd.

**Custodian** means The Kingdom Trust Company, Coinbase Custody Trust Company, LLC, Copper Technologies (UK) Limited, Bitcoin Suisse AG, or any successor custodian as specified in the applicable Final Terms.

**Custodial Services Agreement** means (i) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated 17 September 2018 between the Issuer and The Kingdom Trust Company, 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 on or about 9 March 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 (iii) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated 16 September 2019 between the Issuer and Bitcoin Suisse AG as may be amended and/or supplemented and/or restated from time-to-time or (iv) the custodial services agreement in relation to the Crypto Assets collateralising Products issued under the Programme dated on or about 18 August 2021 between the Issuer and Copper Technologies (UK) Limited, as may be amended and/or supplemented and/or restated from time-to-time, 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 transaction to the blockchain.

**DPoS** means a Delegated Proof of Stake consensus architecture.

**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 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** means in respect of the Products 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 & Co Aktiengesellschaft.

**ICO** means an initial coin offering.

**IOF** means MVIS's independent oversight function

**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 Limited.

**Kingdom Trust** means The Kingdom Trust Company.

**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 as amended or supplemented from time to time.

**MVIS** means MV Index Solutions 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 South Dakota dated 13 November 2018 between, the Issuer, as pledgor, and the Collateral Agent, as collateral agent, in respect of the Collateral (as defined therein) or (ii) 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 defined therein) or (iii) the pledge of collateral account agreement governed by the laws of Switzerland dated on or about 16 September 2019 between, the Issuer, as pledgor, and the Collateral Agent, as collateral agent, in respect of the Collateral (as defined therein) or (iv) 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 Security Assets (as defined therein), 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 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 may be amended or supplement from time to time.

**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.

**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 13 November 2018.

**SESTA** means the Swiss Stock Exchange Act.

**SESTO** means the Swiss Stock Exchange Ordinance.

**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.

**UCITS Directive** means the Council Directive of 13 July 2009 of the European Parliament and of the Council on the co-ordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (№ 2009/65/CE), as amended.

**UCITS Scheme** means a scheme which is an undertaking for collective investment in transferable securities subject to the UCITS Directive.

**U.S.\$ or U.S. Dollar** means the currency of the United States of America.

**UK's EU Referendum** means the referendum on the United Kingdom's membership of the EU held on 23 June 2016 pursuant to the European Referendum Act 2015 with the majority voting to leave the EU.

**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, which has taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

**REGISTERED AND PRINCIPAL OFFICES OF THE ISSUER**

**21Shares AG**  
Dammstrasse 19  
6300 Zug  
Switzerland

**GLOBAL PAYING AGENT**

**Bank Frick & Co  
Aktiengesellschaft**  
Landstrasse 14, 9496 Balzers,  
Principality of Liechtenstein

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*To the Collateral Agent as to English Law*  
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