

TERMS AND CONDITIONS OF THE BONDS

(the "Terms and Conditions")

§ 1

Currency, Denomination, Form, Certain Definitions

- (1) *Currency, Denomination.* ETC Issuance GmbH (the "**Issuer**") is issuing up to 21,000,000,000 bonds (the "**Bonds**") on 5 June 2020 (the "**Issue Date**"). Each Bond represents the right of the Bondholder to demand from the Issuer (a) delivery of BTC equal to the Cryptocurrency Entitlement in accordance with these Terms and Conditions or (b) payment of a cash amount determined in accordance with the conditions set out in § 4 (2) or § 4 (4) below.
- (2) *Form.* The Bonds are being issued in bearer form.
- (3) *Global Note.* The Bonds are represented by a global note (the "**Global Note**") without coupons. The Global Note shall be signed by or on behalf of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive certificates representing individual Bonds and coupons will not be issued and the right of the Bondholders to request the issue and delivery of definitive Bonds shall be excluded.
- (4) *Clearing System.* The Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Bonds have been satisfied. "**Clearing System**" means Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn, Germany and any successor in such capacity.

Pursuant to the book-entry registration agreement between the Issuer and the Clearing System, the Issuer has appointed Clearstream Banking AG, Frankfurt ("**CBF**") as its book-entry registrar in respect of the Bonds, and CBF has agreed to maintain a register showing the aggregate number of the Bonds represented by the Global Note under its own name. CBF has agreed, as agent of the Issuer, to maintain records of the Bonds credited to the accounts of the accountholders of CBF for the benefit of the holders of the co-ownership interests in the Bonds represented by the Global Note, and the Issuer and CBF have agreed that the actual number of Bonds from time to time shall be evidenced by the records of CBF.

- (5) *Bondholder.* "**Bondholder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Bonds and shall include those persons who are the beneficiaries of Secured Put Option Obligations or Secured Settlement Obligations.
- (6) *United States.* For the purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).
- (7) *Definitions.*

"**Administrator**" means Apex Corporate & Advisory Services Ltd, Central North Business Centre Level 1 Sqaq il-Fawwara Sliema SLM1670, Malta, in its function as agent who shall approve any transfer of Issuer-owned Bonds or Deposited BTC, which have been pledged as security for the benefit of the Bondholders and other secured parties;

"**Affiliate**" means any company within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*);

"**Announcement Date**" shall have the meaning ascribed to it in § 14 (1);

"**Auction Price Determination Date**" shall have the meaning ascribed to it in § 14 (1);

"**Auction Start Date**" shall have the meaning ascribed to it in § 14 (1);

"**Auctioneer**" means the Issuer or any entity appointed by the Issuer to carry out the BTC Auction Procedure;

"**Authorised Participant**" means any entity supervised by a financial supervisory authority in a member state of the European Economic Area, the United Kingdom (in the case of its withdrawal from the European Union), Canada, Australia, Singapore, New Zealand, Japan, Switzerland, Hong Kong (SAR) or the United States of America which has been appointed by the Issuer as an Authorised Participant;

"**Authorised Participant Agreement**" means an agreement entered into between the Issuer and an Authorised Participant, appointing the Authorised Participant and the fees, terms and conditions in respect of which it acts in such role;

"**Bid Guarantee Amount**" shall have the meaning ascribed to it in § 14 (3);

"**Bondholders' Meeting**" means a meeting of Bondholders held in accordance with § 17;

"**Bondholders' Representative**" shall have the meaning ascribed to it in § 17 (5);

"**BTC**" means Bitcoin, a cryptocurrency and worldwide payment system, released as an open-source software in 2009 and the specification of which can be found on <https://bitcoin.org/en/>;

"**BTC Auction Procedure**" shall have the meaning ascribed to it in § 14;

"**BTC Put Option**" shall have the meaning ascribed to it in § 4 (3);

"**BTC Sale Proceeds**" shall have the meaning ascribed to it in § 4 (2);

"**Business Day**" means a day (other than a Saturday, a Sunday or a public holiday) on which the banks in Frankfurt am Main, London and New York settle payments;

"**Cryptocurrency Entitlement**" means, as of any Business Day, the Bondholder's claim against the Issuer in respect of each Bond, expressed as the amount of BTC per Bond, and calculated by the Issuer in its sole discretion in accordance with the following formula:

$$CE = ICE \times (1 - DER)^n$$

Where:

"**CE**" means Cryptocurrency Entitlement;

"**ICE**" means Initial Cryptocurrency Entitlement (as defined below);

"**DER**" means Diminishing Entitlement Rate (as defined below); and

"**n**" means Number of Days/365.

In case the Diminishing Entitlement Rate is lowered by the Issuer, the Issuer may make in its sole and absolute discretion those changes to the above formula that are required in order to ensure that the new Diminishing Entitlement Rate only applies as of the date such change has been notified to the Bondholders in accordance with § 18 (including, but not limited to, adjusting the definition of the Initial Cryptocurrency Entitlement to mean the "Cryptocurrency Entitlement per Bond at the date on which the change to the relevant Diminishing Entitlement Rate has been notified to the Bondholders in accordance with § 18" and adjusting the definition of Number of Days to mean "the number of days that have passed since the date on which the change to the relevant Diminishing Entitlement Rate has been notified to the Bondholders in accordance with § 18 up until and including the date on which the Cryptocurrency Entitlement is calculated");

"**Custodian**" shall have the meaning ascribed to it in § 19 (4);

"**Default Rate**" shall have the meaning ascribed to it in § 4 (4);

"Depo Bank" means Baader Bank AG, Weihenstephaner Straße 4, 85716 Unterschleißheim, Germany, a financial intermediary maintaining the Issuance Account on behalf of the Issuer and any successor in such capacity;

"Depository" means BitGo Trust Company, Inc, an independent qualified cryptocurrency custodian under the laws of the United States of America, regulated by the South Dakota Division of Banking with the credential number of TC.128-2 or such other financial institution(s) that the Issuer, from time to time, has designated as the Depository for its holdings of BTC pledged as security for the Bonds;

"Depository Wallet" means a BTC blockchain wallet or wallets operated by the Depository on behalf of the Issuer, where the assets held in such wallet are (i) segregated from the assets of any other customers of the Depository and from any other assets of the Issuer; and (ii) are pledged as security in favour of the Bondholders pursuant to the Security Documents;

"Deposited BTC" means BTC held on the Depository Wallet with the Depository at any given time;

"Digital Wallet" means the relevant digital cryptocurrency wallet of each Bondholder required to receive and transfer BTC;

"Diminishing Entitlement Rate" means the rate at which the Cryptocurrency Entitlement decays over time. As of the Issue Date, the Diminishing Entitlement Rate is 2.00 percent. The Diminishing Entitlement Rate may be lowered by the Issuer at any time and the Issuer shall notify the Bondholders thereof in accordance with § 18;

"Event of Default" shall have the meaning ascribed to it in § 11 (1);

"Exercise Fee" means

- (i) in the case of Bondholders who are Authorised Participants an amount which is set out in the relevant Authorised Participant Agreement, which shall not exceed an amount equal to 0.50 percent of the Cryptocurrency Entitlement for each Bond in relation to which the Put Option is exercised; or
- (ii) in the case of other Bondholders an amount equal to 1.00 percent of the Cryptocurrency Entitlement for each Bond in relation to which the Put Option is exercised.

The Exercise Fee may be lowered by the Issuer at any time and the Issuer shall notify the Bondholders thereof in accordance with § 18;

"Failed Auction" shall have the meaning ascribed to it in § 14 (6);

"FATF" means The Financial Action Task Force (on Money Laundering), an intergovernmental organization founded in 1989 to develop policies to combat money laundering;

"Fiscal Agent" means Baader Bank AG, Weihenstephaner Straße 4, 85716 Unterschleißheim, Germany or any other fiscal agent appointed by the Issuer;

"Initial Cryptocurrency Entitlement" means BTC 0.001 per Bond, i.e. the Cryptocurrency Entitlement per Bond at the Issue Date;

"Issuance Account" means a securities account maintained by the Depo Bank on behalf of the Issuer where Bonds beneficially owned by the Issuer are held or registered;

"Issuer-owned Bonds" means the Bonds held in the Issuance Account, or any Bonds of which the Issuer itself is a Bondholder;

"Mandatory Redemption" shall mean the ability of the Issuer to redeem the Bonds at its option, as further described in § 4 (2);

"Mandatory Redemption Date" shall have the meaning ascribed to it in § 4 (2);

"Mandatory Redemption Event" shall have the meaning ascribed to it in § 4 (2);

"Mandatory Redemption Notice" shall have the meaning ascribed to it in § 4 (2);

"Mandatory Redemption Price" shall have the meaning ascribed to it in § 4 (2);

"Number of Days" means the number of days that have passed since the Issue Date (excluding) up until and including the date on which the Cryptocurrency Entitlement is calculated;

"Outstanding Amount" means, at any given time, the total number of Outstanding Bonds multiplied by the Cryptocurrency Entitlement;

"Outstanding Bonds" means Bonds issued and placed with investors that have not yet been repurchased or otherwise cancelled by the Issuer (excluding, for the avoidance of doubt, Issuer-owned Bonds);

"Paying Agent" means Baader Bank AG, Weißenstephaner Straße 4, 85716 Unterschleißheim, Germany or any other paying agent appointed by the Issuer;

"Permitted Indebtedness" shall have the meaning ascribed to it in § 12 (2);

"Put Option" means the USD Put Option and the BTC Put Option;

"Put Option Exercise Date" shall have the meaning ascribed to it in § 4 (3) and § 4 (4);

"Put Option Exercise Form" shall have the meaning ascribed to it in § 4 (3) and § 4 (4);

"Qualified Majority" shall have the meaning ascribed to it in § 17 (2);

"Reference Price" means, as of the relevant determination date, the Bloomberg Cryptocurrency Fixing for Bitcoin as displayed by Bloomberg under Bloomberg ticker XBT CFIX Currency between 16:00 and 16:15 (EST);

"Relevant Taxing Jurisdiction" shall have the meaning ascribed to it in § 9 (1);

"SchVG" shall have the meaning ascribed to it in § 17 (1);

"Secured Put Option Obligations" means obligations of the Issuer (i) to settle the Cryptocurrency Entitlement with respect of those Bonds which are redeemed at the discretion of the Issuer due to a Mandatory Redemption Event in BTC, as further described in § 4 (2) or (ii) to transfer the Cryptocurrency Entitlement to the Bondholder exercising the BTC Put Option, as further described in § 4 (3);

"Secured Put Option Obligations Amount" means amount in BTC of those Secured Put Option Obligations which are not yet fulfilled by the Issuer and remain outstanding;

"Secured Settlement Obligations" means obligations of the Issuer to transfer Bonds to the Authorised Participant subscribing to or purchasing Bonds from the Issuer, but only if such subscribing or purchasing Authorised Participant has transferred (or arranged to be transferred) at least the Cryptocurrency Entitlement (as of the date of the subscription or purchase) per Bond being subscribed or purchased to the Depository Wallet;

"Secured Settlement Obligations Amount" means amount in BTC (aggregate Cryptocurrency Entitlement of Bonds to be settled) of those Secured Settlement Obligations which are not yet fulfilled by the Issuer and remain outstanding;

"Secured Obligations Amount" means the sum of Secured Settlement Obligations Amount, Outstanding Amount and Secured Put Option Obligations Amount;

"Security" shall have the meaning ascribed to it in § 2 (2);

"Security Documents" means (a) the Trust Agreement; (b) the BTC Security Agreement entered into between the Issuer and the Security Trustee, (c) the Depository Account (Wallet) Control Agreement entered into between the Issuer, the Security Trustee and the Depository; (d) the Issuance Account Control Agreement entered into between the Issuer, the Depo Bank and the Security Trustee; (e) any

other agreement or document granting, acknowledging, perfecting or giving legal effect to Bondholder's security interest in the Depositary Wallet and/or the Deposited BTC; or (f) any other agreement or document granting, acknowledging, perfecting or giving legal effect to Bondholder's security interest in the Issuance Account and/or Issuer-owned Bonds;

"Security Trustee" means Apex Corporate Trustees (UK) Limited, 6th Floor, 125 Wood Street, London EC2V 7AN, United Kingdom, which holds security interest in (i) the Depositary Wallet and the Deposited BTC and (ii) the Issuance Account for the benefit of the Bondholders or any successor or replacement security trustee;

"Settlement Requirements" shall have the meaning ascribed to it in § 14 (5);

"Split" means a split, or fork, in the BTC blockchain, leading to a division of BTC into one or more separate cryptocurrencies;

"Split Notification Event" means any of the following: (i) Bondholders representing at least 20 percent of all Outstanding Bonds have notified the Issuer in writing about the occurrence of the Split; or (ii) the Issuer has notified the Bondholders about the occurrence of the Split in accordance with § 18;

"Substitute Debtor" shall have the meaning ascribed to it in § 15 (1);

"Termination Notice" shall have the meaning ascribed to it in § 11 (2);

"Trust Agreement" shall have the meaning ascribed to it in § 7 (1);

"Upfront Redemption Fee" shall mean an amount of USD 2,500.00 (USD two thousand five hundred) which the Issuer may charge at its sole and absolute discretion for the exercise of a Put Option by a Bondholder who is not an Authorised Participant, and where the Put Option is exercised in relation to a number of Bonds which, if multiplied by the Cryptocurrency Entitlement and then multiplied by the Reference Price, in each case as of the date on which the Issuer receives the Put Option Exercise Form, have a value of less than USD 250,000.00 (USD two hundred fifty thousand);

"USD" means U.S.\$, the lawful currency of the United States of America;

"USD Put Option" shall have the meaning ascribed to it in § 4 (4); and

"Website" means the Issuer's official website at <https://btc-etc.com>.

§ 2 Status, Security

- (1) *Status.* The obligations under the Bonds constitute direct, unsubordinated and secured obligations of the Issuer ranking *pari passu* among themselves, Secured Put Option Obligations and Secured Settlement Obligations.
- (2) *Security.* As continuing security for the payment and discharge of the obligations to the Bondholders under the Bonds the Issuer pledges in favour of the Bondholders and the other secured parties pursuant to the Security Documents (i) all of its rights, title, interest and benefit, present and future, in, to and under the Depositary Wallet and the Deposited BTC and (ii) all of its rights, title, interest and benefit, present and future, in, to and from the Issuance Account and Issuer-owned Bonds (the "**Security**"). Details of the accounts and the terms and conditions of the respective pledges shall be stipulated in the Security Documents between the Security Trustee and the Issuer. The Issuer shall make copies of the Security Documents available for inspection by the Bondholders at the Issuer's principal place of business (Gridiron, One Pancras Square, London, N1C 4 AG, United Kingdom). The Security will be held, administered and enforced by the Security Trustee in accordance with the Trust Agreement.
- (3) *Security Release and Proceeds.* The Security shall be released in accordance with the provisions of the Trust Agreement.

§ 3 Interest

There will be no payments of interest on the Bonds.

§ 4 Redemption

- (1) Redemption. The Bonds do not have a fixed maturity date.
- (2) *Mandatory Redemption*. Upon occurrence of a Mandatory Redemption Event (as defined below) the Issuer at its sole and absolute discretion may, (but is not obliged to) give notice to the Bondholders in accordance with § 18 (the "**Mandatory Redemption Notice**"), such notice stating the applicable Mandatory Redemption Event. Upon giving of a Mandatory Redemption Notice, the Bonds shall be redeemed on the Mandatory Redemption Date at their Mandatory Redemption Price. A Mandatory Redemption Event means each of the following events:
 - (a) for a continuous period of 90 (ninety) days the USD equivalent of the Outstanding Amount, calculated as the Outstanding Amount multiplied by the Reference Price, is less than USD 100,000,000.00 (USD one hundred million); or
 - (b) any new or existing law or regulation, or interpretation of any existing law or regulation, requires the Issuer to obtain any license, permission or approval, or to become regulated or supervised in any way in Germany or elsewhere, to continue fulfilling its obligations under these Terms and Conditions, but excluding requirements to publish an approved prospectus with respect to the Bonds; or
 - (c) as a result of any change in, or amendment to, the laws or regulations of the United Kingdom, the Federal Republic of Germany or any other member state of the European Economic Area or any political subdivision or taxing authority thereto or therein affecting taxation, the tax treatment of BTC in general changes materially, such change was not reasonably foreseeable at the Issue Date, and such change is in the assessment of the Issuer materially disadvantageous to the business of the Issuer (regardless of whether this affects the issuance of the Bonds); or
 - (d) any third-party service provider, including the Issuer's auditors, legal advisers, the Clearing System, the Paying Agent, the Fiscal Agent, the Administrator and the Depository, stops providing services to the Issuer, and the Issuer fails to find a replacement within reasonable time; or
 - (e) if the Issuer was ordered by the competent court or otherwise became required by law to arrange for mandatory redemption.

The "**Mandatory Redemption Price**" per Bond shall be (i) the amount in BTC equal to the Cryptocurrency Entitlement; or (ii) if a Bondholder is prevented from receiving BTC for legal reasons, in particular due to regulatory provisions applicable to him, the amount in USD equal to the BTC Sale Proceeds, divided by the number of Bonds redeemed in USD, minus any reasonable third-party fees related to redemption of the Bonds.

In order for a Bondholder to receive the Cryptocurrency Entitlement, such Bondholder needs to (i) submit a duly completed Mandatory Redemption Form (obtainable from the website of the Issuer), and including any documents requested in such form for verification of the Bondholder's identity; and (ii) transfer his Bonds to the Issuance Account free of payment.

If a Bondholder fails to perform (i) or (ii) within the twenty-day period after the Mandatory Redemption Notice has been published, the Issuer may treat the relevant Bondholder as prevented from receiving BTC for legal or regulatory reasons and redeem the relevant Bonds in USD.

"**Mandatory Redemption Date**" shall mean (i) for those Bonds redeemed in BTC, the third Business Day after the expiry of a thirty-day period after the Mandatory Redemption Notice has been published; or (ii) for those Bonds redeemed in USD, the third Business Day after successful completion of the

BTC Auction Procedure or alternative sale arrangements in case of its failure. The BTC Auction Procedure shall begin (if required) upon expiry of a forty day period after the Mandatory Redemption Notice has been published.

"BTC Sale Proceeds" means the amount in USD obtained from the sale of BTC adding up to the Cryptocurrency Entitlement (as of the date of the Mandatory Redemption Notice), multiplied by the number of Bonds being redeemed in USD, from Deposited BTC using one or several BTC Auction Procedure(s). If the Auctioneer fails to complete the sale using the BTC Auction Procedure within 90 (ninety) days, the Auctioneer shall – following instructions from the Issuer (if applicable) – arrange for the sale of BTC using any other procedure aiming to achieve the best price within a reasonable amount of time.

In case the Issuer has given a Mandatory Redemption Notice, the Issuer shall no longer issue new Bonds or sell Issuer-owned Bonds and arrange for cancellation of all Issuer-owned Bonds.

- (3) *Redemption at the Option of the Bondholders with BTC Settlement.* Each Bondholder may terminate in whole or in part his Bonds against payment of the Cryptocurrency Entitlement for each of the Bonds held by the Bondholders in BTC (the **"BTC Put Option"**). In order to terminate his Bonds, the Bondholder needs to (i) submit a duly completed put option exercise notice in the form obtainable from the Website (the **"Put Option Exercise Form"**), specifying that BTC Settlement shall be applicable, and including any documents requested in such form for verification of the Bondholder's identity; (ii) pay the Upfront Redemption Fee (if any) to an account specified by the Issuer; and (iii) transfer the Bonds in relation to which the BTC Put Option is exercised to the Issuance Account free of payment. The date on which all of (i) to (iii) have been completed, shall be the **"Put Option Exercise Date"**.

No Upfront Redemption Fee shall be payable if: (i) no Authorised Participants are appointed by the Issuer; (ii) the Outstanding Amount multiplied by the Reference Price, in each case as of the date on which the Issuer receives the Put Option Exercise Form, is less than USD 10,000,000.00 (ten million USD); (iii) the BTC Put Option is exercised in relation to a number of Bonds which, if multiplied by the Cryptocurrency Entitlement and then multiplied by the Reference Price, in each case as of the date on which the Issuer receives the Put Option Exercise Form, have a value of greater than USD 250,000.00 (two hundred fifty thousand USD); or (iv) the BTC Put Option is exercised by an Authorised Participant.

On the Put Option Exercise Date, the Issuer shall transfer the Cryptocurrency Entitlement in BTC for each Bond in relation to which the BTC Put Option was exercised, calculated as at the Put Option Exercise Date, less the Exercise Fee (if any) to the relevant Bondholder's Digital Wallet as designated in the relevant Put Option Exercise Form,

- (i) in case of Bondholders who are Authorised Participants, as soon as practicable after the Put Option Exercise Date, but under all circumstances within the time-frame of a normal settlement/transfer cycle of BTC in the Bitcoin network (which may vary depending on the level of the network fees the Bondholder agrees to pay pursuant to the Put Option Exercise Form) plus 3 (three) Business Days; and
- (ii) in case of Bondholders who are not Authorised Participants, as soon as practicable after the Put Option Exercise Date, but under all circumstances within the time-frame of a normal settlement/transfer cycle of BTC in the Bitcoin network (which may vary depending on the level of the network fees the Bondholder agrees to pay pursuant to the Put Option Exercise Form) plus 30 (thirty) days.

If the Issuer fails to transfer BTC when due, the Issuer shall pay to the Bondholder the Default Rate. Such Default Rate does not apply if the Issuer fails to deliver BTC for reasons beyond its control, which should include circumstances where the Issuer is required to comply with any provision of applicable law relating to the funding of terrorist activities or money laundering.

- (4) *Redemption at the Option of the Bondholders with USD Settlement.* If a Bondholder is prevented from receiving BTC for legal reasons, in particular due to regulatory provisions applicable to him, such Bondholder may terminate in whole or in part his Bonds against payment of USD for each of the Bonds

held by such Bondholder in an amount equal to the proceeds of sale of the Cryptocurrency Entitlement using the BTC Auction Procedure (the "**USD Put Option**"). In order to terminate his Bonds, the Bondholder needs to (i) submit a duly completed put option exercise notice in the form obtainable from the Website (the "**Put Option Exercise Form**"), specifying that USD settlement shall be applicable, and including any documents requested in such form for verification of the Bondholder's identity and inability to receive BTC; (ii) pay the Upfront Redemption Fee (if any) to an account specified by the Issuer; and (iii) transfer the Bonds in relation to which the USD Put Option is exercised to the Issuance Account free of payment. The date on which all of (i) to (iii) have been completed, shall be the "**Put Option Exercise Date**".

No Upfront Redemption Fee shall be payable if: (i) no Authorised Participants are appointed by the Issuer; (ii) the Outstanding Amount multiplied by the Reference Price, in each case as of the date on which the Issuer receives the Put Option Exercise Form, is less than USD 10,000,000.00 (ten million USD); (iii) the USD Put Option is exercised in relation to a number of Bonds which, if multiplied by the Cryptocurrency Entitlement and then multiplied by the Reference Price, in each case as of the date on which the Issuer receives the Put Option Exercise Form, have a value of greater than USD 250,000.00 (two hundred fifty thousand USD); or (iv) the USD Put Option is exercised by an Authorised Participant.

On the Put Option Exercise Date, the Auctioneer shall auction such number of BTC as corresponds to the Cryptocurrency Entitlement for the Bonds in relation to which the USD Put Option is exercised, calculated as at the Put Option Exercise Date, in accordance with the BTC Auction Procedure, described in § 14.

After successful completion of the BTC Auction Procedure, the Issuer shall transfer the proceeds of the BTC sale less the Exercise Fee (if any) to the respective Bondholder's account, as specified in the Put Option Exercise Form, within 7 (seven) Business Days from the receipt of the relevant BTC Auction Procedure proceeds. If the Issuer fails to transfer the proceeds of the BTC sale when due, the Issuer shall pay to the Bondholder 0.01 percent of the Cryptocurrency Entitlement multiplied by the number of Bonds in relation to which the Put Option was exercised for each day of delay (the "**Default Rate**"). Such Default Rate does not apply if the Issuer fails to deliver USD for reasons beyond its control, which includes (but is not limited to) circumstances where the Issuer is required to comply with any provision of applicable law relating to funding of terrorist activities or money laundering.

Without prejudice to other provisions of this same paragraph, in case of a Failed Auction, the Issuer shall return all Bonds in relation to which the USD Put Option was exercised, to the Bondholder within 7 (seven) Business Days. The Issuer may choose to charge any Exercise Fee to the respective Bondholder in case of a Failed Auction. In this case, the Issuer shall forfeit such number of Bonds for its own benefit to become Issuer-owned Bonds from the Bonds to be returned to the Bondholder, so that Cryptocurrency Entitlement, as of the Put Option Exercise Date, multiplied by the number of Bonds forfeited does not exceed the Exercise Fee.

For the avoidance of doubt: The Bondholder shall be entitled to exercise any Put Option with respect to the returned Bonds at any time.

§ 5 Payments

- (1) *Payment of Mandatory Redemption Price.* In the case of a Mandatory Redemption pursuant to § 4 (2) and in case the Bonds are to be redeemed in USD, payment of the Mandatory Redemption Price in respect of those Bonds shall be made to the Paying Agent for forwarding to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
- (2) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

§ 6
Paying Agent, Fiscal Agent and Depositary

- (1) *Appointment; Specified Offices.* The initial Paying Agent, the Fiscal Agent, the Depositary and their initial specified offices shall be:

Paying Agent and Fiscal Agent:

Baader Bank AG
Weihenstephaner Straße 48
85716 Unterschleißheim
Germany

Depositary:

BitGo Trust Company, Inc
6216 Pinnacle Place
Suite 101
Sioux Falls, SD 57108
United States of America

The Paying Agent, the Fiscal Agent and the Depositary reserve the right at any time to change its specified offices to some other office in the same country.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent and/or the Depositary and to appoint: (i) a replacement Paying Agent or additional paying agents; and/or (ii) a replacement or additional Depositary. The Issuer shall at all times maintain a Paying Agent and a Depositary. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 (thirty) nor more than 45 (forty-five) days' prior notice to the Bondholders in accordance with § 18.
- (3) *Agent of the Issuer.* The Paying Agent, the Depositary and any additional or replacement paying agent or Depositary appointed pursuant to paragraph (2) act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust with any Bondholder.

§ 7
Security Trustee

- (1) *Appointment.* Apex Corporate Trustees (UK) Limited is appointed as Security Trustee for the Security. Any Security hereunder shall be held and managed by the Security Trustee on behalf of all present and future Bondholders. The Security Trustee shall, in relation to third parties, act as the holder of the Security and manage the same on behalf of the Bondholders. The detailed duties of the Security Trustee shall solely be governed by the trust agreement entered into between the Issuer and the Security Trustee (the "**Trust Agreement**") as set out in Annex 1.
- (2) *Authorisation.* Each Bondholder instructs and authorises the Security Trustee (with the right of sub-delegation) to act as its security trustee (*Treuhänder*) and in particular (without limitation) to enter into and amend any documents evidencing Security, and to make and accept all declarations and take all actions it considers necessary or useful in connection with any Security on behalf of that Bondholder. The Security Trustee shall further be entitled to enforce or release any Security, to perform any rights and obligations under any documents evidencing Security and to execute new and different documents evidencing or relating to the Security.
- (3) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Security Trustee and to appoint another Security Trustee. The Issuer shall at all times maintain a Security Trustee.

§ 8
Information Duties

Bondholders will obtain copies of the relevant transaction documents in connection with the Bonds pursuant to the Trust Agreement as soon as reasonably practicable after the Issue Date.

§ 9
Taxation

- (1) *Payments Free of Taxes.* All amounts payable in respect of the Bonds shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied at source by way of withholding or deduction by or on behalf of the Federal Republic of Germany (the "**Relevant Taxing Jurisdiction**") or any respective political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.
- (2) *Other Tax Jurisdiction.* If at any time the Issuer becomes subject to any taxing jurisdiction other than, or in addition to, the Relevant Taxing Jurisdiction references in this § 9 to the Federal Republic of Germany shall be read and construed as references to the jurisdiction of the Issuer, and/or to such other jurisdiction(s).

§ 10
Presentation Period, Prescription

The presentation period provided for in section 801 paragraph 1, sentence 1 German Civil Code is reduced to ten years for the Bonds. The period of limitation for claims under the Bonds presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 11
Events of Default

- (1) *Events of Default.* If an Event of Default occurs and is continuing, each Bondholder shall be entitled to declare all but not some of his Bonds due and payable by submitting a Termination Notice pursuant to sub-paragraph (2) below to the Issuer for its entire claim arising from the Bonds and demand (subject to sub-paragraph (3)) immediate payment of the Cryptocurrency Entitlement per Bond. Each of the following is an "**Event of Default**":
 - (a) the Issuer fails to pay out Cryptocurrency Entitlement or any other amount in respect of the Bonds within 15 (fifteen) days from the relevant due date, except if the Issuer fails to pay out Cryptocurrency Entitlement or any other amount in respect of the Bonds for reasons beyond its control, which should include circumstances where the Issuer is required to comply with any provision of applicable law relating to the funding of terrorist activities or money laundering.

For the avoidance of doubt: Failure to exercise the Put Option in USD due to an unsuccessful BTC Auction Procedure shall not amount to such failure; or
 - (b) the Issuer fails to duly perform any other obligation arising from the Bonds and such failure, if capable of remedy, continues unremedied for more than 45 (forty five) days after the Issuer has received notice thereof from a Bondholder; or
 - (c) the Issuer is unable or admits its inability to pay its debts as they fall due; or
 - (d) insolvency proceedings against the Issuer are instituted and have not been discharged or stayed within 90 (ninety) days, or the Issuer applies for or institutes such proceedings; or
 - (e) the Issuer enters into liquidation unless this is done in connection with a merger or other form of combination with another company and such company assumes all obligations of the Issuer in connection with the Bonds.

- (2) *Termination Notices.* Any notice by a Bondholder to terminate its Bonds in accordance with this § 11 (a "**Termination Notice**") shall be made by means of a declaration in text form to the Paying Agent in the German or English language together with evidence by means of a certificate of the Custodian (as defined in § 19 (4)) that such Bondholder, at the time of such Termination Notice, is a Bondholder with respect of the relevant Bonds.
- (3) *Cure.* For the avoidance of doubt, the right to declare Bonds due in accordance with this § 11 shall terminate if the situation giving rise to it has been cured before the right is exercised.

§ 12 Covenants

- (1) *Undertaking regarding Security.* So long as any Bond remains outstanding, the Issuer will not (except where explicitly permitted under the Terms and Conditions):
- (a) create or permit to subsist any mortgage, pledge, lien, security interest, charge or encumbrance securing any obligation of any person (or any arrangement having a like or similar effect) upon all or any of the Security; or
 - (b) transfer, sell, lend, part with or otherwise dispose of, or grant any option or present or future right to acquire, any of the Security.
- (2) *Limitation on Incurrence of Indebtedness.* The Issuer shall not after the Issue Date, incur any indebtedness for financing purposes with the exception of Permitted Indebtedness.

"Permitted Indebtedness" means

- (i) any costs incurred by the Issuer in its ordinary course of business; or
- (ii) any bonds issued which are backed by BTC, other cryptocurrencies, cryptographic or digital assets;

provided, however, that such costs or debt incurred by the Issuer shall have no impact on the Bondholders' Security.

- (3) *Deposited BTC.* The Issuer shall at any given time procure that it holds such amount of BTC equal to or exceeding the Secured Obligations Amount on the Depositary Wallet held with the Depositary (the "**Deposited BTC**").

§ 13 Split

- (1) *Split of BTC.* If a Split occurs and leads to the creation of two or more cryptocurrencies, each Bond shall represent a claim on a basket of cryptocurrencies that corresponds to such Cryptocurrency Entitlement as each Bond represented before the Split. The weight of each cryptocurrency (the "**Relevant Cryptocurrency**") in such basket shall be (i) the Relevant Cryptocurrency balance held on the Depositary Wallet at the moment of a Split Notification Event; divided by (ii) the Outstanding Amount at the moment of the Split Notification Event. All weights are subject to a maximum of 1.0.
- (2) *Split of Bonds at the Discretion of the Issuer.* Following a Split, the Issuer may, at its sole discretion, resolve to split the Bonds into two, or more, separate Bonds, each such new Bond representing a claim on the Issuer for a separate cryptocurrency in the basket of cryptocurrencies that each Bond represented immediately following the Split.
- (3) *Suspension of Put Option Exercises.* The Issuer may in its sole and absolute discretion suspend Put Option exercises, sales and/or issuances of Bonds for a reasonable period of time, not exceeding 90 (ninety) days, in order to allow for an arrangement described in the preceding paragraph.

§ 14
BTC Auction Procedure

- (1) *BTC Auction Announcement.* If the Issuer is required, pursuant to these Terms and Conditions, to arrange for a BTC Auction Procedure, the Auctioneer shall – upon instruction from the Issuer (if applicable) – within (i) 30 (thirty) days from the Put Option Exercise Date; or (ii) 40 (forty) days from the date of the Mandatory Redemption Notice, as the case may be, announce that it is auctioning the required amount of BTC on the Website, starting on a date, which is a Business Day and no later than 14 (fourteen) Business Days, and not earlier than 7 (seven) Business Days from the date of such announcement (the "**Announcement Date**" and such date when the BTC Auction Procedure starts, the "**Auction Start Date**") and ending on a date specified in such announcement being no earlier than 7 (seven) Business Days and no later than 14 (fourteen) Business Days from the Auction Start Date (the "**Auction Price Determination Date**").
- (2) *Bidding Process.*
 - (a) Any legal entity incorporated in a FATF member state or any natural person resident in such state (except where the participation of such bidder would result, in the opinion of the Auctioneer, in violation of the laws of any jurisdiction and/or would require the Auctioneer to obtain any license, permission, authorization, and/or would require the Auctioneer to become regulated or supervised in any way, or publish a prospectus within the meaning of Regulation (EU) 2017/1129) may submit written (including by email) bids to the Auctioneer for the full amount of BTC being auctioned, expressed in the percentage of the Reference Price on the Auction Price Determination Date per BTC in the future;
 - (b) bids submitted at less than 80 percent of the relevant Reference Price or bids for less or more than the full amount of BTC being auctioned shall be rejected;
 - (c) bids submitted later than 48 hours before 13:00 (CET) on the Auction Price Determination Date, may, or may not be accepted by the Auctioneer, at its sole and absolute discretion;
 - (d) bids submitted for the same amount as another bid received by the Auctioneer earlier (which has not been rejected by the Auctioneer or declared cancelled, null and void due to failure by the bidder to transmit a bid guarantee amount as provided by sub-paragraph (3) below) shall be rejected;
 - (e) the Auctioneer reserves the right to reject otherwise qualifying bids if it has reasonable grounds to suspect that a bidder's funds are proceeds of activity which is criminal in Germany or the United Kingdom or would be criminal if occurred in Germany or the United Kingdom;
 - (f) the Auctioneer shall either accept or reject a bid within 24 hours of receiving it, and notify the bidder of its decision.
- (3) *Acceptance of Bids.* In case the bid is accepted by the Auctioneer, the bidder shall arrange for the transfer of 10 percent of the Reference Price, calculated based on the Reference Price at the Business Day preceding the Announcement Date, multiplied by the amount of BTC being auctioned, to the Issuer as a guarantee for its bid (the "**Bid Guarantee Amount**"). Bids, for which no bid guarantees have yet been received by the Auctioneer, are not considered valid and legally binding on either the Auctioneer or the bidder. Bids for which the bidders have posted a Bid Guarantee Amount are irrevocable and may not be cancelled by the bidders, but may be improved on request by the bidder submitted no later than 24 hours before 13:00 (CET) on the Auction Price Determination Date. Upon receiving a Bid Guarantee Amount from the bidder, or upon receiving an amendment (increase) of the bid by the bidder, the Auctioneer shall announce such received or updated bid on the Website within 24 hours of receipt.
- (4) *Notification of BTC Auction Results.* No later than 12 hours before 13:00 (CET) on the Auction Price Determination Date, the Auctioneer shall notify the highest bidder (among those who fulfilled the obligations to transfer the bid guarantee), if any, that such bidder has won the auction. The bidder shall arrange for the payment of the balance between the value of its bid, expressed as a percentage of the Reference Price at the Auction Price Determination Date, multiplied by such Reference Price and the

number of BTC being auctioned, and the Bid Guarantee Amount credited to the Issuer pursuant to sub-paragraph (3) above, within 7 (seven) Business Days from the Auction Price Determination Date. If such balance is negative, the Issuer shall transfer the balance to the bidder within 7 (seven) Business Days from the Auction Price Determination Date.

- (5) *Settlement of BTC Auction.* The winning bidder shall (i) provide the Issuer with details of its digital cryptocurrency wallet to which the auctioned BTC shall be credited, in the form agreed between the Issuer and the winning bidder and (ii) notify the Issuer of the level of Bitcoin network fees it agrees to bear for the processing of the transfer (the "**Settlement Requirements**"). After (i) completion of the Settlement Requirements; and (ii) receipt of funds from the winning bidder pursuant to sub-paragraph (4) above (if any have to be transferred), the Issuer shall transfer BTC (less the fees that the winning bidder has agreed to bear) to the designated digital cryptocurrency wallet of the winning bidder within the time-frame of a normal settlement/transfer cycle of BTC in the BTC network (which may vary depending on the level of the network fees the winning bidder agreed to bear) plus 7 (seven) Business Days. Unless the BTC Auction Procedure is performed as part of the Mandatory Redemption process, the winning bidder and the Issuer have the right to agree that instead of transferring BTC to the winning bidder's digital cryptocurrency wallet, the Issuer will transfer such number of Issuer-owned Bonds as agreed between the winning bidder and the Issuer, provided however, that the Cryptocurrency Entitlement, as of the Auction Price Determination Date, per Bond multiplied by the number of Issuer-owned Bonds to be so transferred shall not exceed the amount of BTC being auctioned.
- (6) *Failed Auction.* The BTC Auction Procedure shall be deemed unsuccessful if
- (a) the Reference Price is not available, or expected not to be available on the dates when it is required for the purposes of the procedure described in this § 14;
 - (b) the winning bidder fails to transfer to the Issuer the balances pursuant to sub-paragraph (4) above within the prescribed timeframe or the Issuer is unable to accept the balances due to applicable legislation;
 - (c) there is no winning bidder in the auction, i.e. if either no bids were submitted or all bids were rejected or all bidders who submitted a qualifying bid failed to deposit a bid guarantee amount in accordance with sub-paragraph (2) above, or for any other reason (each, a "**Failed Auction**").

§ 15 Substitution

- (1) *Substitution.* The Issuer may, without the consent of the Bondholders, if payment of principal of the Bonds is not in default, at any time substitute for the Issuer any Affiliate of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:
- (a) the Substitute Debtor, in a manner legally effective, assumes all obligations of the Issuer in respect of the Bonds;
 - (b) the Security will be legally effective at all times;
 - (c) the Substitute Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution and that all such approvals and consents are in full force and effect and that the obligations assumed by the Substitute Debtor in respect of the Bonds are valid and binding in accordance with their respective terms enforceable by each Bondholder;
 - (d) the Substitute Debtor is licensed (or exempt from the requirement to be licensed) to execute transactions in BTC;
 - (e) the Substitute Debtor can transfer to the Paying Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Bonds;

- (f) the Substitute Debtor has agreed to indemnify and hold harmless each Bondholder against any tax, duty, assessment or governmental charge imposed on such Bondholder in respect of such substitution; and
 - (g) there shall have been delivered to the Paying Agent, at cost to the Issuer, an opinion or opinions by lawyers of recognised standing to the effect that subparagraphs (a) to (f) above have been satisfied.
- (2) *Notice.* Any substitution of the Issuer pursuant to this paragraph and the date of effectiveness of such substitution shall be published in accordance with § 18.
 - (3) *Change of References.* Upon effectiveness of the substitution any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the Relevant Taxing Jurisdiction with respect to the Issuer shall from then on be deemed to refer to the Relevant Taxing Jurisdiction with respect to the Substitute Debtor. Furthermore, in the event of such substitution and if the Relevant Taxing Jurisdiction of the Substitute Debtor does not include the Federal Republic of Germany, an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the Relevant Taxing Jurisdiction of the Substitute Debtor.
 - (4) *Release from Obligations.* Upon effective substitution of the Issuer as set forth in this paragraph, the Issuer shall be released from any obligation arising from or in connection with the Bonds.

**§ 16
Further Issues, Purchases
and Cancellation**

- (1) *Further Issues.* Without prejudice to § 12 (3), the Issuer may from time to time, without the consent of the Bondholders, sell Issuer-owned Bonds or issue further Bonds having the same terms and conditions as the Bonds in all respects (or in all respects except for the relevant issue date and/or issue price) so as to form a single series with the Bonds.
- (2) *Purchases.* Without prejudice to § 12 (3), the Issuer may at any time purchase Bonds in the open market or otherwise and at any price. Bonds purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Paying Agent for cancellation.

**§ 17
Amendments of the Terms and Conditions by Resolutions of Bondholders,
Bondholders' Representative**

- (1) *Amendment of the Terms and Conditions.* The Terms and Conditions may be amended with consent of the Issuer by virtue of a majority resolution of the Bondholders pursuant to sections 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*), as amended from time to time. In particular, the Bondholders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Bondholders as stated under paragraph (2) below. A duly passed majority resolution shall be binding equally upon all Bondholders.
- (2) *Majority.* Except as provided by the following sentence and *provided that* the quorum requirements are being met, the Bondholders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 paragraph 3 numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 percent of the voting rights participating in the vote (a "**Qualified Majority**").
- (3) *Vote without a meeting.* Subject to paragraph (4), resolutions of the Bondholders shall exclusively be made by means of a vote without a meeting in accordance with section 18 of the SchVG. The request for voting will provide for further details relating to the resolutions and the voting procedure. The

subject matter of the vote as well as the proposed resolutions shall be notified to the Bondholders together with the request for voting. The exercise of voting rights is subject to the Bondholders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Bondholders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 19 (4) (i) (a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Bonds are not transferable from (and including) the day such registration has been sent to (and including) the day the voting period ends.

- (4) *Second Bondholders' Meeting.* If it is ascertained that no quorum exists for the vote without meeting pursuant to paragraph (3), the scrutineer may convene a noteholders' meeting, which shall be deemed to be a second noteholders' meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second noteholders' meeting and exercise of voting rights is subject to the Bondholders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second noteholders' meeting. As part of the registration, Bondholders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 19 (4) (i) (a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Bonds are not transferable from (and including) the day such registration has been sent to (and including) the stated end of the noteholders' meeting.
- (5) *Bondholders' Representative.* The Bondholders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Bondholders' Representative**"), the duties and responsibilities and the powers of such Bondholders' Representative, the transfer of the rights of the Bondholders to the Bondholders' Representative and a limitation of liability of the Bondholders' Representative. Appointment of a Bondholders' Representative may only be passed by a Qualified Majority if such Bondholders' Representative is to be authorised to consent, in accordance with paragraph (2) hereof, to a material change in the substance of the Terms and Conditions.
- (6) *Publication.* Any notices concerning this § 17 shall be made exclusively pursuant to the provisions of the SchVG.

§ 18 Notices

- (1) *Notices.*
 - (a) All notices regarding the Bonds, other than any notices stipulated in § 17 (6) which shall be made exclusively pursuant to the provisions of the SchVG, will be published in the German Federal Gazette (*Bundesanzeiger*) and on the Website.
 - (b) The Issuer will be entitled to deliver all notices concerning the Bonds to the Clearing System for communication by the Clearing System to the Bondholders to the extent that the rules of the stock exchange on which the Bonds are listed or admitted to trading so permit.
- (2) *Effectiveness of notices.* Any notice will be deemed to have been validly given on the date of the first publication (or, if required to be published in a newspaper, on the first date on which publication shall have been made in the required newspaper) or, as the case may be, on the fourth Business Day after the date of such delivery to the Clearing System.

§ 19 Governing Law, Place of Performance and Place of Jurisdiction, Enforcement

- (1) *Governing Law.* The Bonds, as to form and content, and all rights and obligations of the Bondholders and the Issuer, shall be governed by German law. The Security Documents, as to form and content, and all rights and obligations of the Bondholders and the Issuer, shall be governed by German law and the laws of the United States.

- (2) *Place of Jurisdiction.* To the extent legally permissible, the courts of Frankfurt am Main, Federal Republic of Germany, shall have jurisdiction for any actions or other legal proceedings arising out of or in connection with the Bonds. The local court (*Amtsgericht*) of Frankfurt am Main shall have jurisdiction for all judgments in accordance with section 9 paragraph 2, section 13 paragraph 3 and section 18 paragraph 2 SchVG in accordance with section 9 paragraph 3 SchVG. The regional court (*Landgericht*) in the district of Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Bondholders in accordance with section 20 paragraph 3 SchVG. Should the Issuer change its registered seat, the statutory jurisdiction pursuant to the SchVG shall apply.
- (3) *Calculations and Determinations Binding.* All calculations and determinations required to be made by these Terms and Conditions shall be made by the Issuer, or any party appointed by the Issuer, in its sole and absolute discretion.
- (4) *Enforcement.* Any Bondholder may in any proceedings against the Issuer, or to which such Bondholder and the Issuer are parties, protect and enforce in his own name his rights arising under the relevant Bonds on the basis of (i) a statement issued by the Custodian with whom such Bondholder maintains a securities account in respect of the Bonds (a) stating the full name and address of the Bondholder, (b) specifying the aggregate principal amount of Bonds credited to such securities account on the date of such statement and/or specifying the aggregate principal amount of Bonds transferred from such Bondholder's securities account to the Issuance Account (including effective dates of such transfer(s)) and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the relevant Bonds certified as being a true copy of the original Global Note by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Bonds. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Bondholder maintains a securities account in respect of the Bonds, including the Clearing System. Each Bondholder may, without prejudice to the foregoing, protect and enforce his rights under these Bonds also in any other way which is admitted in the country of the proceedings.

§ 20 Language

These Terms and Conditions are written in the English language and provided with a German language translation. The English version shall be the only legally binding version. The German translation is for convenience only.