MIFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ECPS TARGET MARKET – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that for the Offer Jurisdictions: (i) the target market for the Bonds is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the Bonds to eligible counterparties, professional clients and retail clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

The Bonds do not constitute a participation in a collective investment scheme in the meaning of the Swiss Federal Act on Collective Investment Schemes (CISA) and are not subject to the supervision by the Swiss Financial Market Supervisory Authority FINMA, and investors will not benefit from the specific investor protection under the CISA.

KAIKO INDICES SAS IS A REGISTERED BENCHMARK ADMINISTRATOR WITH THE AUTORITÉ DES MARCHÉS FINANCIERS (AMF) UNDER THE EUROPEAN BENCHMARKS REGULATION (2016/1011). KAIKO INDICES SAS PROVIDES INDICES, REFERENCE RATES, AND RELATED CALCULATIONS TO BITWISE EUROPE GMBH UNDER A LICENSING AGREEMENT FOR USE IN SPECIFIC BITWISE EUROPE GMBH PRODUCTS. KAIKO INDICES SAS AND ITS AFFILIATES DO NOT SPONSOR, ENDORSE, RECOMMEND, OR PROMOTE ANY BITWISE EUROPE GMBH PRODUCTS OR SERVICES AND HAVE NO OTHER INVOLVEMENT WITH SUCH PRODUCTS OR SERVICES. KAIKO INDICES SAS DOES NOT PROVIDE INVESTMENT, TAX, LEGAL, OR FINANCIAL ADVICE. KAIKO INDICES SAS AND ITS AFFILIATES DISCLAIM ALL LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN THE INFORMATION PROVIDED, AND FOR ANY INVESTMENT DECISIONS OR FINANCIAL OUTCOMES RESULTING FROM ITS USE. KAIKO INDICES AND RELATED INTELLECTUAL PROPERTY ARE PROTECTED BY LAW.

Final Terms

Bitwise Venice AI Staking ETP
issued pursuant to the

Programme for the issuance of Bonds secured by Cryptocurrency

dated 28 September 2026

of

Bitwise Europe GmbH

Issue Price:
Cryptocurrency Entitlement per Bond plus a subscription fee of up to 0.50 percent of the Cryptocurrency Entitlement per Bond

Issue Date: 10 November 2026

Trade Date: 10 November 2026

Series No.: 28
Tranche: 1
ISIN: DE000A4AYGE9

These final terms dated 10 November 2026 (the "**Final Terms**") have been prepared for the purpose of Article 8(4) of Regulation (EU) 2017/1129. Full information on the Issuer and the offer of the Bonds is only available on the basis of the combination of the Final Terms when read together with the Base Prospectus of Bitwise Europe GmbH dated 28 September 2026, including any supplements thereto (the "**Base Prospectus**"). The Base Prospectus has been or will be, as the case may be, published on the website of the Issuer (https://bitwiseinvestments.eu). In case of an issue of Bonds which are listed on the regulated market of a stock exchange, the Final Terms relating to such Bonds will also be published on the website of the Issuer (https://bitwiseinvestments.eu). A summary of the individual issue of the Bonds is annexed to these Final Terms.

These Final Terms will be deposited with SIX Exchange Regulation Ltd. as review body (*Prüfstelle*) in Switzerland and published according to Article 64 of the Swiss Federal Financial Services Act ("**FinSA**") for the purposes of an offer of the Bonds to the public in Switzerland on the basis of the combination of these Final Terms and the Base Prospectus which has been included as a foreign prospectus that is deemed approved according to Article 54(2) FinSA in the list of approved prospectuses according to Article 64(5) FinSA by SIX Exchange Regulation Ltd., deposited with this review body and published according to Article 64 FinSA.

Terms not otherwise defined herein shall have the meanings specified in the Terms and Conditions of the Bonds as set out in the Base Prospectus (the "**Terms and Conditions**").

The Base Prospectus under which the Bonds specified in these Final Terms are issued loses its validity at the end of 28 September 2027 or the publication of a new base prospectus in relation to the Programme for the issuance of Bonds secured by Cryptocurrency of Bitwise Europe GmbH immediately succeeding

the Base Prospectus (the "**New Base Prospectus**"), depending on which event occurs earlier (the "**Expiry Date of the Base Prospectus**"). Notwithstanding the above, the Bonds specified in these Final Terms (the "**Continuously Offered Bonds**") shall continue to be subject to the terms and conditions of the Base Prospectus. From the Expiry Date of the Base Prospectus, these Final Terms must be read in conjunction with the New Base Prospectus. The New Base Prospectus will be available (no later than the Expiry Date of the Base Prospectus) on https://bitwiseinvestments.eu.

PART I.: TERMS AND CONDITIONS

The Bonds are issued under the **Programme**.

Bondholders are deemed to have notice of all the provisions of these Terms and Conditions and the Final Terms.

1. DEFINITIONS

"**Administrator**" means the institution(s) specified in Condition 8.1 below that the Issuer from time to time has designated as an Administrator to approve any transfer of Issuer-Owned Bonds or Deposited Cryptocurrency, where security interests have been created in relation to such Issuer-Owned Bonds or Deposited Cryptocurrency, respectively, for the benefit of the Bondholders, the Security Trustee and the Bondholders' Representative (if appointed). The Administrator may be appointed, or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners*;

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

"**Annex A**" means the annex headed "Annex A – Cryptocurrency Entitlement", which forms an integral part of these Terms and Conditions;

"**Annex B**" means the annex headed "Annex B - Adjustments and Special Situations", which forms an integral part of these Terms and Conditions;

"**Authorised Participant**" means any entity supervised by a financial supervisory authority in a member state of the European Economic Area, the United Kingdom, Canada, Australia, Singapore, New Zealand, Japan, Switzerland, Hong Kong (SAR) or the United States which has been appointed by the Issuer as an authorised participant as specified in Condition 8.1 below, that has entered into an authorised participant agreement with the Issuer. Authorised Participants may be appointed, or their appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners*;

"**Bond Currency**" means USD;

"**Bonds**" means the bonds to which these Terms and Conditions relate;

"**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 Redemptions Obligations or Secured Settlement Obligations;

"**Bondholder Wallet**" means the relevant digital wallet(s) of each Bondholder required to receive and transfer units of the relevant Cryptocurrency;

"**Bondholders' Representative**" has the meaning given in Condition 18.7;

"**Business Day**" means a day (other than a Saturday, a Sunday or a public holiday) on which (i) the Clearing System, (ii) the banks in Frankfurt am Main, London and New York, (iii) T2 (the real time gross settlement system operated by the Eurosystem), or any successor system thereto ("**TARGET**") settle payments, and (iv) the Depositary is open for dealings in the Cryptocurrency;

"**Cash Redemption**" means settlement of the Redemption of the Bonds by payment of the Redemption Amount in cash and in accordance with Conditions 5 and/or 6;

"**Cryptocurrency**" means: (i) MiCAR Crypto Assets and (ii) Non-MiCAR Crypto Assets, in each case which form part of the underlying Security. Wherever a singular expression is used in these Terms and Conditions, that expression is considered as including the plural if the context requires unless otherwise specifically stated;

"**Cryptocurrency Execution Procedure**" has the meaning given in Condition 15;

"**Cryptocurrency Entitlement**" means, as of any Business Day, the Bondholder's claim against the Issuer in respect of each Bond, expressed as the number of the units of the Cryptocurrency per Bond, as calculated by the Issuer in its reasonable discretion and in accordance with general market practice, in accordance with the formulas contained in Annex A;

"**Cryptocurrency Security Agreement**" means the cryptocurrency security agreement entered into between the Issuer and the Security Trustee, which grants the security interest in the Deposited Cryptocurrency and Depositary Wallet for the benefit of the Bondholders, Security Trustee and Bondholder's Representative (if appointed);

"**Custodian**" has the meaning given in Condition 20.4;

"**Default Rate**" means 0.01 percent of the Cryptocurrency Entitlement multiplied by the number of Bonds in relation to which the option for Voluntary Redemption with cash settlement in accordance with Condition 5.6 was exercised for each day of delay in the transfer of the Redemption Amount following the successful completion of the Cryptocurrency Execution Procedure in accordance with Condition 15 (including successful elements in case of Partially Failed Executions in accordance with Condition 15.4). Such Default Rate does not apply if the Issuer fails to deliver the Redemption Amount 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;

"**Depo Bank**" means the entity specified in Condition 8.1 below, a financial institution(s) that the Issuer has designated as the Depo Bank to maintain the Issuance Account on behalf of the Issuer or any successor or replacement Depo Bank. The Depo Bank may be appointed or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners;*

"**Depositary**" means the entity specified in Condition 8.1 below, a financial institution(s) that the Issuer, from time to time, has designated as the Depositary for its holdings of the Cryptocurrency or any additional, successor or replacement Depositary. The Depositary may be appointed or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners;*

"**Depositary Account (Wallet) Control Agreement**" means the depositary account (wallet) control agreement entered into between the Issuer, the Depositary and the Security Trustee, which stipulates how the Depositary holds the Cryptocurrency on behalf of the Issuer, together with the rights and obligations of the Issuer, the Depositary and the Security Trustee;

"**Depositary Wallet**" means a cryptocurrency wallet or wallets operated by the Depositary on behalf of the Issuer, (i) where the assets held in such wallet are segregated from the assets of any other customers of the Depositary, the assets of the Depositary itself and from any other assets of the Issuer; and (ii) where the rights and claims in connection with such assets are assigned as security in favour of the Bondholders, Security Trustee and Bondholder's representative (if appointed) pursuant to the Security Documents to secure the Issuer's obligations arising from the Bonds;

"**Deposited Cryptocurrency**" means the number of units of the Cryptocurrency held on the Depositary Wallet with the Depositary at any given time;

"**Determination Agent**" means the entity specified in Condition 8.1 below, an entity that the Issuer, from time to time, has designated as a Determination Agent to make certain determinations which may be required under these Terms and Conditions. The Determination Agent may be appointed or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners;*

"**De-Stake**" or "**De-Staking**" means the re-establishment of unrestricted transferability of relevant units of the Cryptocurrency which was previously committed to Staking;

"**Disruption Event**" shall have the meaning as provided in Annex B;

"**Eligible Assets**" means any (i) MiCAR Crypto Asset and (ii) Non-MiCAR Crypto Asset;

"**Event of Default**" has the meaning given in Condition 13;

"**Execution Agent**" means the entity specified in Condition 8.1 below, a financial institution(s) that the Issuer, from time to time, has designated as an Execution Agent to perform Cryptocurrency Execution Procedure(s) which may be required under these Terms and Conditions. The Execution Agent may be appointed or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners;*

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

"**Exercise Fee**" means a fee that may be charged by the Issuer upon a Redemption, to be no higher than (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 1.00 percent of the Cryptocurrency Entitlement for each Bond in relation to which the Voluntary Redemption is exercised; or (ii) in the case of other Bondholders who are not Authorised Participants, an amount equal to a maximum of 2.50 percent of the Cryptocurrency Entitlement for each Bond in relation to which the Voluntary Redemption is exercised;

The Exercise Fee may be lowered at any time by Issuer and the Issuer shall notify the Bondholders in accordance with Condition 19;

"**Expected Bonding Period**" means the expected period (in full days rounded up) between the initiation of Staking for a particular Cryptocurrency and first rewards accruing in respect of the relevant unit of the Cryptocurrency. The Expected Bonding Period is specified for each relevant day by the Staking Provider or other third-party data provider;

"**Expected Unbonding Period**" means the expected period (in full days rounded up) which is required for De-Staking the units of the Cryptocurrency, as specified in the relevant blockchain protocol governing the Cryptocurrency. The Expected Unbonding Period is specified for each relevant day by the Staking Provider or other third-party data provider;

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

"**Fiscal Agent**" means the entity specified in Condition 8.1. below, a financial institution(s) that the Issuer, from time to time, has designated as a Fiscal Agent. The Fiscal Agent may be appointed, or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners;*

"**German Security and Security Trust Agreement**" has the meaning given in Condition 9.1;

"**Index** " means Kaiko VVV Reference Rate;

"**Index Sponsor**" means the entity specified in Condition 8.1 below, a financial institution(s) that the Issuer, from time to time, has designated as an index sponsor to create and administrate an index. The Index Sponsor may be appointed, or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners;*

"**Issuance Account**" means a securities account or accounts maintained by the Depo Bank on behalf of the Issuer where Bonds which are (i) beneficially owned by the Issuer; and (ii) pledged in favour of Bondholders, Security Trustee and Bondholder's Representative (if appointed) are held or registered. The Issuer can change the Issuance Account and/or add additional Issuance Accounts pursuant to the Security Documents; Initial Issuance Account details are as follows: 5990689632. *For the avoidance of*

doubt, the Issuer may have other securities account(s) with the Depo Bank or other financial institution where it may hold Bonds in its capacity as a Bondholder which are not subject to the Security, and (i) such account(s) are not considered Issuance Account(s); and (ii) such Bonds are not considered Issuer-Owned Bonds;

"**Issuance Account Control Agreement**" means the issuance account control agreement entered into between the Issuer, the Depo Bank and the Security Trustee, which stipulates how the Depo Bank maintains the security account(s) on behalf of the Issuer, together with the rights and obligations of the Issuer, the Depo Bank and the Security Trustee;

"**Issue Date**" means 10 November 2026;

"**Issuer**" means Bitwise Europe GmbH;

"**Issuer-Owned Bonds**" means the Bonds held in the Issuance Account, pledged as Security for the benefit of the Bondholders, Security Trustee and Bondholder's Representative (if appointed) under the Security Documents and are not considered Outstanding Bonds. Any disposal of Issuer-Owned Bonds from the Issuance Account is subject to approval by the independent Administrator;

"**KYC Documents**" means the adequate documents, as reasonably specified in the Redemption Form and solely determined by the Issuer, that are used to verify the identity of an individual or organisation for the purpose of Know Your Customer (KYC) compliance;

"**Mandatory Redemption**" means the ability of the Issuer to Redeem the Bonds, as further described in Condition 6;

"**Mandatory Redemption Date**" means, for both Physical Redemption and Cash Redemption, the date published in the Mandatory Redemption Notice;

"**Mandatory Redemption Event**" has the meaning given in Condition 6.1;

"**Mandatory Redemption Notice**" has the meaning given in Condition 6.1;

"**Mandatory Redemption Price**" means, per Bond:

(a) for Physical Redemption, the amount in Cryptocurrency or Eligible Assets, as applicable, equal to the Cryptocurrency Entitlement as of the Mandatory Redemption Date; or

(b) for Cash Redemption, the amount, in Bond Currency or a fiat currency published in the Mandatory Redemption Notice, equal to the proceeds of the sale of the relevant Cryptocurrency amounting to the Cryptocurrency Entitlement as of the Mandatory Redemption Date less any reasonable third-party fees related to Redemption of the Bonds.

"**Mandatory Redemption Settlement Date**" means in respect of a Mandatory Redemption:

(a) if Physical Redemption applies, no later than the 7th Business Day following the applicable Mandatory Redemption Date; and

(b) if Cash Redemption applies, the 7th Business Day following the date on which the Issuer has received in full cleared funds in the Issuer's cash account the proceeds of the sale of the relevant Cryptocurrency in respect of the Bonds being Redeemed.

"**MiCAR**" means Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets;

"**MiCAR Crypto Asset**" means any crypto-asset within the meaning of MiCAR;

"**Non-MiCAR Crypto Asset**" 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, which do not fall within the scope of MiCAR;

"**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 as well as Bonds held by the Issuer in other securities account(s) with the Depo Bank or other financial institution in its capacity as a Bondholder which are not subject to the Security);

Any Bonds which are held by the Issuer in its capacity as a Bondholder on any securities account other than the Issuance Account are considered Outstanding Bonds and not Issuer-Owned Bonds, with the Issuer maintaining all rights in respect of such Bonds including, but not limited to, the right to pledge such Bonds for the benefits of third parties or to dispose of them on the secondary market;

"**Partially Failed Execution**" has the meaning given in Condition 15.4;

"**Paying Agent**" means the entity specified in Condition 8.1 below, a financial institution(s) that the Issuer, from time to time, has designated as a Paying Agent to distribute cash payments (if any) to the Bondholders on behalf of the Issuer. The Paying Agent may be appointed, or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners;*

"**Physical Redemption**" means in relation to the Redemption of any Bonds, settlement of the Secured Redemption Obligations in respect thereof by delivery of the relevant Cryptocurrency or Eligible Assets, as applicable, in accordance with Conditions 5 and/or 6;

"**Programme Document**" means each of the Security Documents and each agreement concluded with the Transaction Partner(s) governing their rights and obligations in the relevant capacity as particular Transaction Partner;

"**Prospectus**" means the base prospectus of the Issuer in relation to the Bonds, as the same may be modified, supplemented or amended from time to time;

"**Qualified Majority**" has the meaning given in Condition 18.4;

"**Reference Price**" means, in relation to a Cryptocurrency, as of the relevant determination date, the Kaiko VVV Reference Rate LDNLF fixing at 4pm London Time (the "**Price Source**");

The Issuer reserves the right, within its reasonable discretion, to replace the Price Source for the fixing of the Reference Price by an equivalent replacement price source (the "**Successor Price Source**").

Such replacement of the Price Source by the Successor Price Source shall become effective only after prior notice to the Bondholders in accordance with Condition 19 given a reasonable number of days (taking into consideration the interests of the Bondholders and the relevant capital market practice) prior to such replacement. In connection with the replacement of the Price Source, the Issuer reserves the right to replace the Index with another index, which the Issuer deems to be comparable to the initial Index (the "**Replacement Index**"), provided it notifies the Bondholders thereof in accordance with Condition 19 (taking into consideration the interests of the Bondholders and the relevant capital market practice) prior to such replacement. In such case, the Issuer will also replace the Index Sponsor with the index sponsor of the Replacement Index (the "**Replacement Index Sponsor**").

The Successor Price Source shall replace the Price Source with immediate effect following notification to the Bondholders in case of (i) the permanent cessation of the Price Source; (ii) the announcement of

the permanent cessation of the Price Source; and (iii) a temporary disruption of the Price Source for more than 14 consecutive days.

All provisions in these Terms and Conditions (for the avoidance of doubt, including this provision) shall apply mutatis mutandis to the relevant replacement of such Successor Price Source, Replacement Index and Replacement Index Sponsor by any new Successor Price Source, Replacement Index and Replacement Index Sponsor. In this case, any reference in this provision to the term "Price Source", "Index" and "Index Sponsor" shall be deemed to be a reference to the Successor Price Source, Replacement Index and Replacement Index Sponsor that last applied;

"**Relevant Taxing Jurisdiction**" has the meaning given in Condition 11.1;

"**Redemption**" means the redemption of Bonds by the Issuer in accordance with these Terms and Conditions (and "**Redeem**" and "**Redeemed**" shall be construed accordingly);

"**Redemption Amount**" means, per Bond:

(a) in the case of Physical Redemption, the amount in Cryptocurrency or Eligible Assets, as applicable, equal to the Cryptocurrency Entitlement as of the Voluntary Redemption Date or Mandatory Redemption Date (as applicable), less the Exercise Fee in case of the Voluntary Redemption; or

(b) in the case of Cash Redemption, the amount in Bond Currency obtained from the sale of the units of Cryptocurrency corresponding to the Cryptocurrency Entitlement as of the Voluntary Redemption Date or Mandatory Redemption Date (as applicable), less the Exercise Fee in case of Voluntary Redemption and less any other applicable fees in connection with the sale of the units of Cryptocurrency and the transfer of Bond Currency.

"**Redemption Form**" means the form, together with all the requirements contained therein, prescribed from time to time by the Issuer, obtainable from the Website, for requesting redemption of Bonds;

"**SchVG**" has the meaning given in Condition 18.3;

"**Secured Obligations Amount**" means the sum of the Secured Settlement Obligations Amount, the Outstanding Amount and the Secured Redemption Obligations Amount;

"**Secured Redemption Obligations**" means obligations of the Issuer to (i) 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 the Cryptocurrency, as further described in Condition 6; or (ii) to transfer the Cryptocurrency Entitlement to the Bondholders exercising the Voluntary Redemption with Cryptocurrency settlement, as further described in Condition 5;

"**Secured Redemption Obligations Amount**" means amount in the Cryptocurrency of those Secured Redemption 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 in the primary market, but only if such subscribing or purchasing Authorised Participant has transferred (or arranged to be transferred) at least the Cryptocurrency Entitlement (to be calculated as of the Subscription Effective Bonding Date) per Bond being subscribed or purchased in the primary market to the Depositary Wallet;

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

"**Security**" has the meaning given in Condition 3;

"**Security Documents**" means (a) the German Security and Security Trust Agreement entered into between the Issuer and the Security Trustee; (b) the Cryptocurrency Security Agreement entered into between the Issuer and the Security Trustee, (c) the Depositary Account (Wallet) Control Agreement entered into between the Issuer, the Security Trustee and the Depositary; (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 Cryptocurrency; 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 The Law Debenture Trust Corporation p.l.c., a security trustee which holds the security interest in (i) the Depositary Wallet and the Deposited Cryptocurrency and (ii) the Issuer-Owned Bonds held in the Issuance Account for the benefit of the Bondholders, Security Trustee and Bondholder's Representative (if appointed) or any successor or replacement security trustee. The Security Trustee may be appointed or such appointment terminated by the Issuer pursuant to Condition 9 – *Security Trustee*;

"**Staking**" means activities which involve setting aside a certain amount of eligible Cryptocurrency to become an active validating node for the networks proof-of-stake protocol (and "**Stake**" and "**Staked**" shall be construed accordingly);

"**Staking Provider**" means the entity specified in Condition 8.1 below that the Issuer, from time to time, has designated as a Staking Provider to perform the Staking of the Deposited Cryptocurrency on the instructions from the Issuer. The Staking Provider may be appointed or such appointment terminated by the Issuer pursuant to Condition 8 – *Transaction Partners*;

"**Subscription Effective Bonding Date**" has the meaning given in Condition 2.2;

"**Substitute Debtor**" has the meaning given in Condition 16.1;

"**Termination Notice**" has the meaning given in Condition 13.2

"**Totally Failed Execution**" has the meaning given in Condition 15;

"**Upfront Redemption Fee**" means no higher than 100.00 Euros, which the Issuer may charge at its reasonable discretion and in accordance with general market practice for the exercise of a Voluntary Redemption by a Bondholder who is not an Authorised Participant;

"**Voluntary Redemption**" means the Redemption of Bonds at the option of one or more Bondholders, in accordance with Condition 5;

"**Voluntary Redemption Date**" has the meaning given in Condition 5.1;

"**Voluntary Redemption Settlement Date**" means:

(a) if Physical Redemption applies, the 7th Business Day following the applicable Voluntary Redemption Date; and

(b) if Cash Redemption applies, the 7th Business Day following the date on which the Issuer has received in full cleared funds in the Issuer's cash account the proceeds of the sale of the relevant Cryptocurrency in respect of the Bonds being Redeemed;

"**Website**" means the Issuer's official website at https://bitwiseinvestments.eu.

2. FORM, SERIES AND SUBSCRIPTION RESTRICTIONS

2.1 Each Bond represents the right of the Bondholder to demand and receive from the Issuer:

(a) delivery of the Cryptocurrency in accordance with the Terms and Conditions; and/or

(b) payment of a cash amount and/or an amount of other Eligible Assets, as applicable, determined in accordance with the Terms and Conditions in fulfilment of its delivery claim to the Cryptocurrency pursuant to (a) above.

2.2 *Subscription Restrictions.* The Bonds may only be subscribed or purchased by Authorised Participants from the Issuer in the primary market, and the following shall apply:

Authorised Participants subscribing to the Bonds shall transfer a number of units of the relevant Cryptocurrency corresponding to the Cryptocurrency Entitlement per Bond to be subscribed or purchased.

2.3 *Form.* The Bonds are being issued in bearer form.

2.4 *Redemption.* The Bonds do not have a fixed maturity date.

2.5 *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.

2.6 *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 Europe AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn, Germany and any successor in such capacity.

3. STATUS AND SECURITY

3.1 *Status. The* obligations under the Bonds constitute direct, unsubordinated, limited recourse and secured obligations of the Issuer ranking *pari passu* among themselves with Secured Redemption Obligations and Secured Settlement Obligations.

3.2 *Security.* As continuing security for the payment and discharge of the obligations to the Bondholders under the Bonds the Issuer pledges and assigns, as applicable, in favour of the Bondholders, the Security Trustee and the Bondholders' Representative (if appointed) 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 Cryptocurrency; and (ii) all of its rights, title, interest and benefit, present and future, in, to and from the Issuer-Owned Bonds (the "**Security**"). Details of the accounts and the terms and conditions of the respective pledges and assignments shall be stipulated in the Security Documents between the Security Trustee and the Issuer. The Security will be held, administered and enforced by the Security Trustee in accordance with the German Security and Security Trust Agreement.

3.3 *Security Release and Proceeds.* The Security shall be released in accordance with the provisions of the German Security and Security Trust Agreement.

3.4 *Limited recourse.* It is the Issuer's intention that assets comprising Security shall always be sufficient to satisfy all of the obligations arising in connection with the Bonds (by operation of these Terms and Conditions, including without limitation procedures put in place where the Administrator has to approve (i) issuances of new Bonds on the primary market only against the deposit of appropriate assets to become part of the Security, and (ii) any release of assets from the Security). However, in the event assets comprising the Security are insufficient to cover all or some of the liabilities arising in connection with the Bonds, subject to mandatory legal provisions, Bondholders shall have no claim against: (i) general assets of the Issuer or any affiliated party not comprising the Security; (ii) assets comprising pools pledged for the benefit of holders of other securities issued by the Issuer, which are not Bonds; or (iii) any other assets which are not part of the Security.

4. INTEREST

4.1 There will be no payment of interest on the Bonds.

5. VOLUNTARY REDEMPTION

5.1 An Authorised Participant or a Bondholder may (subject as provided herein) require the Issuer to Redeem all, or in part, its Bonds in the form of a Physical Redemption or (in fulfilment of its delivery claim to the Cryptocurrency) Cash Redemption by (i) submitting a duly completed Redemption Form, together with all required KYC Documents; (ii) paying the Upfront Redemption Fee (if applicable); and (iii) transferring the Bonds to the Issuance Account free of payment (collectively the "**Voluntary Redemption Steps**"). The date on which all of the Voluntary Redemption Steps have been completed, shall be the "**Voluntary Redemption Date**".

5.2 Settlement in respect of the relevant Bonds will be effected in accordance with Condition 5.5 by the delivery of Cryptocurrency or Eligible Assets, as applicable or Condition 5.6 by the delivery of cash as requested by the redeeming Bondholder on the Redemption Form, unless (i) the redeeming Bondholder in its Redemption Form certifies that it is prohibited for legal or regulatory reasons from owning or taking delivery of any of the applicable Cryptocurrency or Eligible Assets, as applicable, upon a Redemption and/or (ii) the Issuer is prohibited for legal or regulatory reasons from effecting a delivery of any of the relevant Cryptocurrency to the Bondholder, in which case settlement will only be effected by the delivery of cash as set out in Condition 5.6.

5.3 Upon completion of the Voluntary Redemption Steps, the Issuer shall take all necessary actions to give effect to the Redemption Form as required by this Condition 5.

5.4 The Issuer may suspend the right to request Redemptions or the settlement of Redemptions of the Bonds, in accordance with the provisions in Annex B.

5.5 *Delivery of Cryptocurrency upon Voluntary Redemption*

Where Bonds held by a Bondholder are required to be redeemed by Physical Redemption:

(a) The Issuer shall subject to paragraph (d) below upon completion of the Voluntary Redemption Steps, (i) instruct the Staking Provider to De-Stake the required amount of Cryptocurrency within a reasonable period of time, but no later than 10 Business Days following the completion of the Voluntary Redemption Steps, to effect the Redemption; and (ii) instruct the relevant Depositary to transfer the relevant Cryptocurrency attributable to or forming part of the Security in respect of such Bonds in an amount equal to the Redemption Amount with respect of those Bonds, from the Depositary Wallet to the relevant Bondholder Wallet, to be delivered on the Voluntary Redemption Settlement Date, provided however that in case any of the Cryptocurrency which is to be delivered as part of the Redemption is Staked, settlement of such Cryptocurrency may be delayed by the time period needed to effect the De-Staking.

(b) From the Voluntary Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount shall pass to the Bondholder. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Depositary to effect a delivery of Cryptocurrency in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Bondholder its claims in relation to such Cryptocurrency in satisfaction of all claims of such Bondholder in respect of the Bonds to be redeemed and the Bondholder shall have no further claims against the Issuer or the Security. Additionally, the Issuer shall not be responsible in the case the settlement of the Cryptocurrency is delayed due to the delays with De-Staking of relevant Cryptocurrency which is beyond its reasonable control.

(c) The Secured Redemption Obligations of the Issuer in respect of the Bonds being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition 5.5.

(d) In case of redemptions by Authorised Participants, in derogation from paragraph (a) above, the Issuer may fulfil its obligations stipulated in this Condition 5.5 by transfer of Eligible Assets instead of the Cryptocurrency, and paragraphs (a) to (c) above shall apply to the Eligible Assets accordingly, provided the following is satisfied:

(i) The Issuer converts the amount of the relevant Cryptocurrency corresponding to the Cryptocurrency Entitlement into a number of units of the Eligible Assets with a counterparty appropriately regulated or registered (if not subject to regulation) for AML/KYC purposes with financial authorities in its country of incorporation and operation, whereby the exchange rate is based on the current market value of the Eligible Assets (as determined by the relevant counterparty) and of the underlying Cryptocurrency;

(ii) The Issuer shall not make any conversions with counterparties based outside of the list of the acceptable jurisdictions for the location of an Authorised Participant or not supervised (through regulation or registration) for AML/KYC purposes, even if jurisdiction in question does not require entities dealing in Cryptocurrency or Eligible Assets to be supervised;

(iii) Transfer and/or delivery of Eligible Assets will not result in the Issuer being in breach of any Condition of these Terms and Conditions and the Administrator approves such transfer; and

(iv) The agreement between the Issuer and the Authorised Participant governing relationships between the parties shall contain the provision that in case redemption is performed pursuant to this Condition 5.5 (d) no obligation to deliver or transfer Eligible Assets to the Authorised Participant exists unless sub-conditions (i) to (iii) (inclusive) are satisfied, including, that any obligation to deliver or transfer Eligible Assets (even after above-mentioned sub-conditions are satisfied) is an unsecured contractual claim and does not qualify as part of the Secured Redemption Obligations.

5.6 *Payment of Cash upon Voluntary Redemption*

Where Bonds held by a Bondholder are required to be redeemed by Cash Redemption:

(a) The Issuer shall upon completion of the Voluntary Redemption Steps, (i) instruct the Staking Provider to De-Stake of the required amount of Cryptocurrency within a reasonable period of time, but no later than 10 Business Days following the completion of the Voluntary Redemption Steps, to effect the Redemption; and (ii) instruct the Execution Agent to sell in accordance with the Cryptocurrency Execution Procedure as detailed in Condition 15, the relevant Cryptocurrency attributable to or forming part of the Security in respect of such Bonds in an amount equal to the Cryptocurrency Entitlement per Bond being Redeemed. For this purpose, the Issuer may give such instructions to the Depositary as necessary to effect such sale. *For the avoidance of doubt*, the Cryptocurrency Execution Procedure will start once all relevant Cryptocurrency attributable to or forming part of the Security in respect of the Bonds being Redeemed is successfully De-Staked.

(b) The Issuer shall transfer the aggregate Redemption Amount with respect to the Bonds on the Voluntary Redemption Settlement Date to the relevant Bondholder's account as specified in the Redemption Form.

(c) The obligations of the Issuer in respect of Bonds being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition 5.6.

6. MANDATORY REDEMPTION

6.1 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 Condition 19 (the "**Mandatory Redemption Notice**"), stating the applicable Mandatory Redemption Event. Upon giving a Mandatory Redemption Notice, the Bonds shall be redeemed on the Mandatory Redemption Date at their Mandatory Redemption Price. A "**Mandatory Redemption Event**" is determined at the Issuer's sole and absolute discretion for one of the following events:

(a) for a continuous period of 90 (ninety) calendar days the Bond Currency equivalent of the Outstanding Amount, calculated on each calendar day using the most recent published Reference Price(s) for the relevant Cryptocurrency(ies), is less than 100,000,000.00 USD (one hundred million US Dollars); 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, registered 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 the Cryptocurrency 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 Transaction Partners or the Security Trustee, 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 the Bonds to be mandatorily redeemed.

6.2 From the date of the Mandatory Redemption Notice, the Issuer shall instruct the Staking Provider to De-Stake all of the Deposited Cryptocurrency which is Staked on the Mandatory Redemption Date and take all necessary steps in relation to the units of the Cryptocurrency affected by the Mandatory Redemption Notice to facilitate the Redemption.

6.3 *Delivery of Cryptocurrency upon Mandatory Redemption*

In case the Issuer gives the Mandatory Redemption Notice in respect of the Bonds:

(a) Subject to paragraph (d) below and Condition 6.4., the Bonds held by a Bondholder shall be redeemed by Physical Redemption if the Bondholder: (i) submits to the Issuer a duly completed Redemption Form, together with all required KYC Documents; and (ii) transfers the Bonds to the Issuance Account free of payment (collectively the "**Mandatory Redemption Steps**"), in which case the Issuer shall instruct the relevant Depositary to transfer the relevant Cryptocurrency attributable to or forming part of the Security in respect of such Bonds in an amount equal to the Redemption Amount as of the Mandatory Redemption Date with respect of those Bonds, from the Depositary Wallet to the relevant Bondholder Wallet, to be delivered on the Mandatory Redemption Settlement Date.

(b) From the Mandatory Redemption Settlement Date, in the case of Physical Redemption all title to and risks in the Redemption Amount in respect of each Bond shall pass to the holder of such Bonds. The Issuer shall not be responsible or liable for (and no Event of Default shall occur by virtue of) any failure by a Depositary to effect a delivery of Cryptocurrency

in accordance with the instructions of the Issuer. However, in the event of such failure, the Issuer shall to the extent practicable assign to the redeeming Bondholder its claims in relation to such Cryptocurrency in satisfaction of all claims of such Bondholder in respect of the Bonds to be Redeemed and the Bondholder shall have no further claims against the Issuer or the Security. Additionally, the Issuer shall not be responsible in case the settlement of the Cryptocurrency is delayed due to the De-Staking delay provided that the Issuer has complied with the Condition 6.2.

(c) The Secured Redemption Obligations of the Issuer in respect of the Bonds being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition 6.3.

(d) In case of redemptions by Authorised Participants, in derogation from paragraph (a) above, the Issuer may fulfil its obligations stipulated in this Condition 6.3 by transfer of Eligible Assets instead of the Cryptocurrency, and paragraphs (a) to (c) above shall apply to the Eligible Assets accordingly, provided the following is satisfied:

(i) The Issuer converts the amount of the relevant Cryptocurrency corresponding to the Cryptocurrency Entitlement into a number of units of the Eligible Assets with a counterparty appropriately regulated or registered (if not subject to regulation) for AML/KYC purposes with financial authorities in its country of incorporation and operation, whereby the exchange rate is based on the current market value of the Eligible Assets (as determined by the relevant counterparty) and of the underlying Cryptocurrency;

(ii) The Issuer shall not make any conversions with counterparties based outside of the list of the acceptable jurisdictions for the location of an Authorised Participant or not supervised (through regulation or registration) for AML/KYC purposes, even if jurisdiction in question does not require entities dealing in Cryptocurrency or Eligible Assets to be supervised;

(iii) Transfer and/or delivery of Eligible Assets will not result in the Issuer being in breach of any Condition of these Terms and Conditions and the Administrator approves such transfer; and

(iv) The agreement between the Issuer and the Authorised Participant governing relationships between the parties shall contain the provision that in case redemption is performed pursuant to this Condition 6.3 (d) no obligation to deliver or transfer Eligible Assets to the Authorised Participant exists unless sub-conditions (i) to (iii) (inclusive) are satisfied, including, that any obligation to deliver or transfer Eligible Assets (even after above-mentioned sub-conditions are satisfied) is an unsecured contractual claim and does not qualify as part of the Secured Redemption Obligations.

6.4 *Delivery of Cash upon Mandatory Redemption*

(a) Bonds held by a Bondholder shall be redeemed by Cash Redemption if (i) the Bondholder fails to complete the Mandatory Redemption Steps on or before the date specified in the Mandatory Redemption Notice (which, for the avoidance of doubt, shall not be the Mandatory Redemption Date or a later date); (ii) relevant Bondholder in its Redemption Form certifies that it is prohibited for legal or regulatory reasons from owning or taking delivery of any of the applicable Cryptocurrency upon a Redemption; or (iii) the Issuer is prohibited for legal or regulatory reasons from effecting a delivery of any of the relevant Cryptocurrency to the Bondholder, in which case the Issuer shall instruct the Execution Agent on the Mandatory Redemption Date to sell in accordance with the Cryptocurrency Execution Procedure as detailed in Condition 15 the relevant Cryptocurrency attributable to or forming part of the Security in respect of such Bonds in an amount equal to the Cryptocurrency Entitlement (as of the Mandatory Redemption Date) per Bond being

Redeemed. For this purpose, the Issuer may give such instructions to the Depositary as necessary to effect such sale. *For the avoidance of doubt*, the Cryptocurrency Execution Procedure will start once all relevant Cryptocurrency attributable to or forming part of the Security in respect of the Bonds being Redeemed is successfully De-Staked.

(b) Notwithstanding paragraph (a) above, in case of Bonds held by an Authorised Participant, the Issuer may choose for the Bonds to be redeemed by Cash Redemption.

(c) The Issuer shall transfer the aggregate Redemption Amount with respect to the Bonds on the Mandatory Redemption Settlement Date through the applicable Clearing System.

(d) The obligations of the Issuer in respect of Bonds being Redeemed shall be satisfied by transferring the Redemption Amount in accordance with the provisions of this Condition 6.4.

6.5 If a Redemption pursuant to Condition 6.3 or Condition 6.4 applies in accordance with this Condition 6, the Bondholder of such Bonds being mandatorily redeemed acknowledges and agrees:

(a) to accept the Redemption Amount;

(b) that the Issuer makes no representation or warranty as to the price at which the relevant Cryptocurrency will be sold or the amount of the proceeds of sale realised from the sale of such Cryptocurrency as long as the Cryptocurrency Execution Procedure as detailed in Condition 15 is followed; and

(c) that the Issuer shall not be liable for any failure by any Depositary or Execution Agent in respect of any transfer or sale of any Cryptocurrency pursuant to any transaction completed under Condition 6.2, 6.3 and/or Condition 6.4 but in the event of any such failure, on request from the Bondholder the Issuer shall to the extent practicable transfer or assign to the redeeming Bondholder its rights or claims in relation to such Cryptocurrency in satisfaction of all claims of such Bondholder in respect of the Bonds to be Redeemed and the Bondholder shall have no further claims against the Issuer or the Security.

7. PAYMENTS

7.1 *Payment of Mandatory Redemption Price.* In the case of a Mandatory Redemption pursuant to Condition 6 and in the case the Bonds are to be Redeemed in Bond Currency or a fiat currency published in the Mandatory Redemption Notice, payment of the Mandatory Redemption Price in respect of those Bonds shall be made to the Paying Agent for further forwarding to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

7.2 *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Paying Agent.

7.3 *Partial Redemption*. Annex B may provide that in certain situations or on specific dates the Issuer may or shall partially Redeem the Bonds by converting part of the Outstanding Amount determined by the provisions of Annex B into the Bond Currency (and withdrawing and selling part of the Deposited Cryptocurrency accordingly) using the Cryptocurrency Execution Procedure. In this case, payment of such partial redemption proceeds in respect of such Bonds shall be made to the Paying Agent for further forwarding to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

8. TRANSACTION PARTNERS

8.1 *Appointment; Specified Offices*. The initial Administrator, Depo Bank, Depositary, Determination Agent, Execution Agent, Fiscal Agent, Index Sponsor, Paying Agent and Staking Provider (each a "**Transaction Partner**" and collectively, the "**Transaction Partners**") will be as specified below and their initial specified offices shall be:

Administrator:

Apex Corporate & Advisory Services Ltd,
Central North Business Centre Level 1
Sqaq il-Fawwara Sliema SLM1670,
Malta

Depo Bank:

Quirin Privatbank AG
Kurfürstendamm 119
10711 Berlin
Germany

Depositary:

Coinbase Luxembourg S.A.
Office 311, Spaces Place de la Gare
5 Place de la Gare
L-1616 60325
Luxembourg

Determination Agent:

Bitwise Europe Management Ltd.
60 Bishopsgate
London
United Kingdom, EC2N 4AW

Index Sponsor:

Kaiko Indices SAS
128 Rue la Boétie
75008 Paris
France

Paying Agent and Fiscal Agent:

Quirin Privatbank AG
Kurfürstendamm 119
10711 Berlin
Germany

Staking Provider:

Coinbase Luxembourg S.A.
Office 311, Spaces Place de la Gare
5 Place de la Gare
L-1616 60325
Luxembourg

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

8.2 *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any of the Authorised Participants and/or any of the Transaction Partner(s) and to appoint a replacement (for any of the Transaction Partners) or additional (for the Depositary, Depo Bank and Staking Provider) Transaction Partner(s). The Issuer shall at all times maintain an Administrator, Depo Bank, Depositary, Determination Agent, Execution Agent, Fiscal Agent, Index Sponsor, Paying Agent and Staking Provider. Any variation,

termination, appointment or change to any Transaction Partner(s) shall only take effect (other than (i) in the case of insolvency, when it shall be of immediate effect or (ii) in the case of a replacement of the Index Sponsor triggered by the replacement of the Index by a Replacement Index, when it shall become effective at the same time as the replacement of the Index by the respective Replacement Index) after at least 21 Business Days prior notice to the Bondholders in accordance with Condition 19.

8.3 *Agent of the Issuer.* The Transaction Partner(s) and any additional or replacement Transaction Partner(s) appointed pursuant to Condition 8.1 or Condition 8.2 above act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust with any Bondholder.

9. SECURITY TRUSTEE

9.1 *Appointment.* 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 it on behalf of the Bondholders. The detailed duties of the Security Trustee shall solely be governed by the security trust agreement entered into between the Issuer and the Security Trustee (the "**German Security and Security Trust Agreement**") as set out in Annex 1 of the respective Global Note.

9.2 *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.

9.3 *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. 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 at least 21 Business Days prior notice to the Bondholders from these events in accordance with Condition 19.

10. INFORMATION DUTIES

Copies of the Security Documents in connection with the Bonds will be made available to Bondholders pursuant to the German Security and Security Trust Agreement, together with all other Programme Documents relevant to the Bondholders' security interest in in the Issuance Account and/or Issuer-Owned Bonds and/or the Security as soon as reasonably practicable after the Issue Date.

11. TAXATION

11.1 *Payment 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.

11.2 *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 Condition 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).

12. PRESENTATION PERIOD AND 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.

13. EVENTS OF DEFAULT

13.1 *Events of Default.* If an Event of Default occurs and is continuing, each Bondholder shall be entitled to declare all but not some of its Bonds due and payable by submitting a Termination Notice (pursuant to Condition 13.2 below) to the Issuer for its entire claim arising from the Bonds and demand (subject to Condition 13.3 below) an immediate payment of the Cryptocurrency Entitlement per Bond in accordance with the conditions set out in Condition 5 (but without any fees payable by the Bondholder which would otherwise be required by the above-mentioned Condition 5). Each of the following is an "**Event of Default**":

(a) the Issuer fails to pay out the 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 the Cryptocurrency Entitlement or any other amount in respect of the Bonds for reasons beyond its control, which should include (but is not limited to) circumstances where there is a Disruption Event, or 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 Cash Redemption in Bond Currency due to a Totally Failed Execution or Partially Failed Execution shall not amount to such failure; or

(b) the Issuer fails to duly perform any other significant obligation arising from the Bonds and such failure, if capable of remedy, continues unremedied for more than 45 (forty-five) calendar 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.

13.2 *Termination Notices.* Any notice by a Bondholder to Redeem its Bonds in accordance with this Condition 13 (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 that such Bondholder, at the time of such Termination Notice, is a Bondholder with respect of the relevant Bonds.

13.3 *Cure.* For the avoidance of doubt, the right to declare Bonds due in accordance with this Condition 13 shall terminate if the situation giving rise to it has been cured before the right is exercised.

14. COVENANTS

14.1 *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 prior-ranking or equal-ranking 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 (without prejudice to the right to create or permit to subsist any lower-ranking security interest in relation to the Depositary Wallet and/or the Deposited Cryptocurrency); 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.

14.2 *Limitation on Incurrence of indebtedness.* The Issuer shall not after the Issue Date, incur any indebtedness for financing purposes.

For the avoidance of doubt, the following is a non-exclusive list of indebtedness that is explicitly *not* for financing purposes (and thus can be incurred by the Issuer):

(i) any costs incurred by the Issuer in its ordinary course of business: or

(ii) any exchange traded notes or similar bonds issued with a primary purpose to give investors exposures other than the credit risk of the Issuer itself;

14.3 *Deposited Cryptocurrency.* The Issuer shall at any given time procure that it holds such amount of the Cryptocurrency equal to or exceeding the Secured Obligations Amount on the Depositary Wallet held with the Depositary (the "**Deposited Cryptocurrency**"), provided however that the amount of Cryptocurrency held by the Issuer in the Depositary Wallet may be less than the Secured Obligations Amount in certain situations which are further described in Annex B.

14.4 *Staking.* For the avoidance of doubt, and notwithstanding anything in this Condition 14, the Issuer may use the Deposited Cryptocurrency in activities related to Staking, which may result in partial or total loss of Deposited Cryptocurrency due to a Slashing Event, in which case the Cryptocurrency Entitlement might be reduced (even to zero) in accordance with the provisions of Annex B and the Bondholders might suffer a total or partial loss.

15. CRYPTOCURRENCY EXECUTION PROCEDURE

15.1 If the Issuer is required, pursuant to these Terms and Conditions, to conduct a Cryptocurrency Execution Procedure, the Execution Agent shall upon instructions from the Issuer sell in accordance with the Execution Agency Agreement the Cryptocurrency attributable to or forming part of the Security in respect of the Bonds subject to Cash Redemption in an amount equal to the Cryptocurrency Entitlement as of the Voluntary Redemption Date or Mandatory Redemption Date (as applicable) (the "**Cryptocurrency Execution Procedure**").

15.2 *Totally Failed Execution and special provisions for Mandatory Redemption*

The Cryptocurrency Execution Procedure required by any Condition other than Mandatory Redemption process shall be deemed to be unsuccessful if the Execution Agent fails to sell any units of the Cryptocurrency it has been instructed to sell by the Issuer, for whatever reason (including, without limitation, as a result of disruption to the availability of the Reference Price) (a "**Totally Failed Execution**").

If the Cryptocurrency Execution Procedure required as part of the Mandatory Redemption process is unsuccessful (in full or in part), the Issuer shall sell the required amount(s) of Cryptocurrency using any reasonable efforts to achieve best possible price for the Bondholders (including, without limitation, repeated use of the Cryptocurrency Execution Procedure or other methods at the Issuer's discretion) within a reasonable period of time. Upon completion, proceeds of such sale(s) shall be considered the proceeds of the initially required Cryptocurrency Execution Procedure

15.3 Without prejudice to other provisions of this Condition 15, in case of a Totally Failed Execution, the Issuer shall return all Bonds previously delivered to the Issuer in relation to which the Cash Redemption was exercised, to the Bondholder within a reasonable period. The Issuer may choose to charge any Exercise Fee to the respective Bondholder in case of a Totally Failed Execution. 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 Voluntary Redemption Date, multiplied by the number of Bonds forfeited does not exceed the Exercise Fee.

15.4 *Partially Failed Execution*

Without prejudice to other provisions of this same paragraph, in the event that Cash Redemption not associated with a Mandatory Redemption was exercised in relation to the Bonds and it is not possible for the Execution Agent to fully execute the Cryptocurrency Execution Procedure for one, or more (but not all) of the Cryptocurrency constituting the Cryptocurrency Entitlement (as a result of a Disruption Event or otherwise) (the "**Affected Cryptocurrency**") (a "**Partially Failed Execution**"), the Issuer shall, in its sole and absolute discretion:

(a) transfer the cash proceeds generated from the successful element of the Cryptocurrency Execution Procedure to the redeeming Bondholder; and

(b) retain, and hold on trust for the benefit of the Bondholder, the Affected Cryptocurrency until the redeeming Bondholder provides instructions for the Issuer to transfer the Affected Cryptocurrency in the form of a Physical Redemption (if permissible) or until such time as the Execution Agent can sell it and transfer the proceeds in the form of a Cash Redemption.

16. SUBSTITUTION

16.1 The Issuer may, without the consent of the Bondholders, if no Event of Default is occurring, at any time substitute the Issuer with any Affiliate of the Issuer as principal debtor in respect of all obligations arising from or in connection with the Bonds (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 the Cryptocurrency;

(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 the cost of the Issuer, an opinion or opinions by lawyers of recognised standing to the effect that subparagraphs (a) to (f) above have been satisfied.

Any substitution of the Issuer pursuant to this Condition 16 and the date of effectiveness of such substitution shall be published in accordance with Condition 19.

16.2 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.

16.3 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.

17. FURTHER ISSUES, PURCHASE AND CANCELLATION

17.1 Without prejudice to any covenant contained in Condition 14, the Issuer may from time to time, without the consent of the Bondholders, sell Issuer-Owned Bonds, other Bonds held by the Issuer 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.

17.2 Without prejudice to any covenant contained in Condition 14, 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, transferred to the Issuance Account to become Issuer-Owned Bonds (if not already held on such account) or surrendered to the Paying Agent for cancellation.

18. AMENDMENTS OF THE TERMS AND CONDITIONS

18.1 The Issuer may, without the consent of the Bondholders in its reasonable discretion and taking into consideration the interests of the Bondholders and the relevant capital market practice: (i) make any modification to these Terms and Conditions which is of a formal, minor or technical nature or is made to correct a manifest error and that is in the opinion of the Issuer not materially prejudicial to the interests of the Bondholders, and (ii) make any other modifications, and any waiver or authorisation of any breach or proposed breach of any of these Terms and Conditions that is not materially prejudicial to the interests of the Bondholders. Any such modification, authorisation or waiver will be binding on the Bondholders and will be notified by the Issuer to the Bondholders in accordance with Condition 19 without undue delay. If and to the extent required by applicable law, a supplement to the Prospectus will be established and filed for approval.

Additionally, regarding the provisions of these Terms and Conditions which allow for any action (or lack of any action) to be taken (or not taken) at the Issuer's discretion (including, without limitation, provisions referring to situation(s) where the Issuer 'may' take some action), the Issuer may amend these Terms and Conditions to make them more restrictive on itself by prescribing particular behaviour to be implemented by the Issuer (which may – however – still include some limited amount of discretion) where before it had complete discretion.

18.2 The Issuer may furthermore, without the consent of the Bondholders, make any modification to these Terms and Conditions which is not specifically stated therein to require the consent of the Bondholders, including any modification which is made as a consequence of the occurrence of an Adjustment Event (as defined in Annex B) and subject to the conditions details in Annex B.

18.3 The Terms and Conditions may also 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 Condition 18.4 below. A duly passed majority resolution shall be binding equally upon all Bondholders.

18.4 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**").

18.5 Subject to Condition 18.6 below, 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 Condition 20.4 (i) (a) and (b) hereof by means of a declaration 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.

18.6 If it is ascertained that no quorum exists for the vote without meeting pursuant to Condition 18.5 above, the scrutineer may convene a Bondholders' 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 Bondholders' 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 Bondholders' 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 Condition 20.4 (i) (a) and (b) hereof by means of a declaration 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.

18.7 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 Condition 18.4 above, to a material change in the substance of the Terms and Conditions.

18.8 Any notices concerning Conditions 18.5 to 18.7 shall be made exclusively pursuant to the provisions of the SchVG.

19. NOTICES

19.1 All notices regarding the Bonds, other than any notices stipulated in Conditions 18.5 to 18.7 which shall be made exclusively pursuant to the provisions of the SchVG, will be published on the Website.

19.2 The Issuer will be entitled to deliver all notices concerning the Bonds, other than any notices stipulated in Conditions 18.5 to 18.7, 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 permit so.

19.3 Any notice, other than any notices stipulated in Conditions 18.5 to 18.7, 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.

20. GOVERNING LAW

20.1 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.

20.2 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.

20.3 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.

20.4 Any Bondholder may in any proceedings against the Issuer, or to which such Bondholder and the Issuer are parties, protect and enforce in its own name its rights arising under the relevant Bonds on the basis of (i) a statement issued by the Custodian with which 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 its rights under these Bonds also in any other way which is admitted in the country of the proceedings.

21. LANGUAGE

These Terms and Conditions are written in English language.

ANNEX A – CRYPTOCURRENCY ENTITLEMENT

"**Cryptocurrency Entitlement**" means, as of any Business Day, the Bondholder's claim against the Issuer in respect of each Bond, expressed as the number of the units of the particular Cryptocurrency comprising the Bond.

On the Issue Date, the Cryptocurrency Entitlement corresponds to the Initial Cryptocurrency Entitlement (as defined below).

On any day after the Issue Date, the Cryptocurrency Entitlement will be calculated by the Issuer in its sole discretion in accordance with the following formula:

$$CE_{(t)} = CE_{(t-1)} * \left(1 - \frac{DER}{365}\right) + \frac{SR_{(t-x)}}{N_{(t-x)}}(1 - DSC)$$

Where:

"$\boldsymbol{CE_{(t)}}$" means the Cryptocurrency Entitlement on day "t" days after the Issue Date;

"$\boldsymbol{CE_{(t-1)}}$" means the Cryptocurrency Entitlement on the previous day before day "t" days after the Issue Date;

"$\boldsymbol{CE_{(0)}}$" or "**Initial Cryptocurrency Entitlement**" means 0.5 units of the Cryptocurrency per Bond, the Cryptocurrency Entitlement on the Issue Date;

"$\boldsymbol{DER}$" means the Diminishing Entitlement Rate. The Diminishing Entitlement Rate represents the management fee expressed as the rate at which the Cryptocurrency Entitlement decays over time. As of the Issue Date, the Diminishing Entitlement Rate is 0.85 percent. The Diminishing Entitlement Rate applicable to any future (but not past) period of time may be changed by the Issuer at any time and the Issuer shall notify the Bondholders thereof in accordance with Condition 19;

"$\boldsymbol{SR_{(t-x)}}$" means the staking rewards expressed in respective cryptocurrency received (both earned and accrued) from staking on the day "x" days before the day "t" days after the Issue Date. If, for any reason on any given day(s), the staking rewards, or reports pertaining to the staking rewards, are not received or unattainable (such event, a "**Staking Rewards Delay**"), the Issuer shall use its reasonable discretion in line with the acceptable market practice in estimating the staking rewards for the period of Staking Rewards Delay. Once the Staking Rewards Delay is concluded and staking rewards, or reports pertaining to the staking rewards, are actually received by the Issuer, the Issuer shall rectify the difference in the staking rewards per Bond but only for the Bondholders that subscribed or redeemed the Bonds after the Staking Rewards Delay has finished. When rectifying the difference in the staking rewards per Bond, the Issuer is entitled to exercise its full discretion, acting in good faith and in a commercially reasonable manner, whether in its opinion it is appropriate to make one or more adjustments to the Cryptocurrency Entitlement to account for the economic effect of any Staking Rewards Delay, after the conclusion of the Staking Rewards Delay. In case of ongoing subscription and/or redemption procedures in accordance with Conditions 2, 5 and 6 of the Terms and Conditions, Bondholders will be entitled to a reconfigured Cryptocurrency Entitlement per Bond, calculated using the estimate of the staking rewards by the Issuer;

"**x**" means a number of days as prescribed by the Expected Unbonding Period of the respective Cryptocurrency;

"$\boldsymbol{N_{(t-x)}}$" means number of bonds outstanding as of end of the day "x" days before the before day "t" days after the Issue Date; and

"**DSC**" means the fees applied to the staking rewards. As of the Issue Date, the DSC shall be 33 percent. The DSC applicable to any future (but not past) period of time may be changed by the Issuer at any time and the Issuer shall notify the Bondholders thereof in accordance with Condition 19.

Annex B – Adjustments and Special Situations

1. DEFINITIONS

For the purposes of this Annex B, terms defined in the Terms and Conditions have the meanings given to them in the Terms and Conditions unless otherwise defined in this Annex B. The following terms have the meanings given to them below:

"**Adjustment Event**" means any of the following events or circumstances occur:

(a) a Split;

(b) an Airdrop Event;

(c) a Disruption Event;

(d) a Partial Cryptocurrency Disruption;

(e) an Index Disruption Event; and

(f) a Slashing Event.

"**Airdrop Event**" means the allocation and distribution by a third party of a cryptocurrency to holders of a Cryptocurrency on such conditions as may be prescribed by that third party which may include without limitation that the holder of the Cryptocurrency perform a prescribed activity or task;

"**Disruption Event**" means that the Issuer may (but is not obligated to), with respect to any day, determine that an Adjustment Event or one or more of the following disruption events has occurred or exists on such day with respect to the Bonds (each such event a "**Disruption Event**"):

(a) *Crypto Trading Disruption*: in respect of Cryptocurrency comprising the Cryptocurrency Entitlement for the Bonds trading in any of the relevant Cryptocurrency is subject to a material suspension or material limitation on any Major Exchange for the trading of such Cryptocurrency (including without a limitation a temporary or permanent: (i) scheduled closure, (ii) cessation of trading or (iii) severe lack of reasonable liquidity compared to the 30 calendar day average);

(b) *Service Provider Disruption*: resignation or termination of any of the Transaction Partner(s) for any reason until a successor or replacement is appointed;

(c) *Settlement Disruption*: situations in which: (i) any Cryptocurrency held as Security with respect to the Bonds is being inaccessible (due to any operational or legal problem with the Depositary, technical problem with the protocol of the applicable Cryptocurrency or for any other reason); or (ii) the Bonds are not capable of being transferred to the Issuance Account for any reason; or

(d) *Calculation Disruption*: situations where the Issuer acting in good faith is unable to calculate the Cryptocurrency Entitlement for the Bonds.

"**Index Cancellation**" means in respect of an Index, the Index Sponsor in respect of that Index permanently cancels such Index;

"**Index Disruption Event**" means an Index Cancellation, Index Suspension and/or Index Modification;

"**Index Modification**" means in respect of an Index that the Index Sponsor announces that it shall make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent cryptocurrencies and capitalisation and other routine events);

"**Index Suspension**" means in respect of an Index on any Business Day, the Index Sponsor fails to calculate or announce such Index, however the Index Cancellation has not yet happened;

"**Major Exchange**" means, on the relevant calendar date, any of the three highest-volume Cryptocurrency exchanges and/or trading platforms that report prices for the applicable Cryptocurrency (as measured by the 30 calendar day average trading volume);

"**Slashing Event**" means a situation directly or indirectly cause by Staking of relevant Cryptocurrency where some or all of the Deposited Cryptocurrency which is Staked is forfeited or reduced in accordance with the technical protocol of the Cryptocurrency due to actions or inactions of the Staking Provider or associated third parties (including without limitation the Issuer itself);

"**Split**" means a split or fork in the blockchain of a Cryptocurrency, leading to a division of the Cryptocurrency into two or more separate cryptocurrencies.

2. SUSPENSION OF REDEMPTION AND ADJUSTMENTS

2.1 *Suspension of Redemption*

If the Issuer, in its sole and absolute discretion, determines that due to a Disruption Event(s), it would adversely affect the interests of the Issuer or the Bondholders to continue to permit Redemptions, the Issuer may at any time and from time to time while such Disruption Event(s) are continuing suspend the right to, or timings of any Redemption (including Voluntary Redemption(s) and Mandatory Redemption(s)), including the ones which are already pending.

2.2 Subject to provisions of this Annex B Condition 2, the Issuer may in its sole and absolute discretion terminate such suspension at any time.

2.3 The following provisions shall apply where Redemptions have been suspended:

(i) the Issuer shall give notice of any such suspension and of the termination of any such suspension to the Transaction Partners, and to the Bondholders in accordance with Condition 19, as soon as practicable, but the failure to give any such notice shall not prevent the exercise of its powers to institute suspensions and terminations of such suspensions; and

(ii) any such suspension may continue for a period of up to 60 (sixty) calendar days, after the expiration of which the Issuer shall either: (i) remove any applicable restrictions on the Redemption of the Bonds; or (ii) trigger the Mandatory Redemption process (or, in case suspension was declared during the Mandatory Redemption process, take all commercially reasonable steps to finalize such Mandatory Redemption without further suspensions).

2.4 The Issuer shall have no liability to the Authorised Participants, the Security Trustee, any of the Transaction Partner(s), the Bondholders or any other person for any determination or non-determination that it makes in respect of the occurrence, existence or continuation of a Disruption Event.

2.5 If an Adjustment Event has occurred, the Issuer shall, as soon as reasonably practicable, determine in good faith and in a commercially reasonable manner whether in its opinion it is appropriate to make one or more adjustments to the Cryptocurrency Entitlement to account for the economic effect on the Bonds of the relevant Adjustment Event, in particular and without limitation in the case of (a) a Slashing Event, a Split and an Airdrop: to the greatest degree commercially practicable assign to the Bondholders the economic benefit or loss of any Adjustment Event as if the Bondholders held the Cryptocurrency comprising the Cryptocurrency Entitlement in respect of each Bond directly in their name, (b) in the case of an Index Disruption Event, suspend the rebalances of the Index even if required by the methodology of the Index Sponsor and the formulas for the Cryptocurrency Entitlement, and/or replace the Index with a similar new Index and make the unscheduled rebalance of the Deposited Cryptocurrency accordingly; and (c) in the case of Partial Cryptocurrency Disruption, add the

affected Cryptocurrency to the list of the Unsupported Cryptocurrency and rebalance the Deposited Cryptocurrency accordingly.

2.6 If the Issuer determines that it is appropriate to make such adjustments, it will, as soon as reasonably practicable, determine in good faith and in a commercially reasonable manner (which may, for the avoidance of doubt, include partial redemption of the Bonds against the payment of cash) the nature and effective date of such adjustment(s), and notify the Transaction Partners and, in accordance with Condition 19, the Bondholders of the occurrence of such Adjustment Event and the details of such adjustments to the Cryptocurrency Entitlement as soon as reasonably practicable upon making such determinations.

2.7 With effect from the effective date of any such adjustment (which for the avoidance of doubt may be in the past), the Issuer, the Bondholders and the Transaction Partners shall take into account the relevant adjustment(s) so notified to them when making any determination and/or calculation they are required to make under the Terms and Conditions.

2.8 In making decisions regarding necessary adjustments pursuant to this Annex B Condition 2.5, the Issuer shall not make adjustments which result in any extraordinary revenue to itself at the expense of the Bondholders. In the previous sentence 'extraordinary revenue' shall mean any revenue which would not be reasonably expected to be received by the Issuer in the absence of the Adjustment Event.

2.9 Any determination, non-determination, suspension, adjustment or termination of any suspension shall only be made by the Issuer with the explicit written approval of the Determination Agent.

2.10 Notwithstanding Condition 14.3, the Issuer may hold less Cryptocurrency in the Depositary Wallet than the Secured Obligations Amount provided that such shortfall is:

(a) temporary due to any delay associated with payment of the staking rewards as prescribed by the protocol of the Cryptocurrency; or

(b) continuing only until such time as Cryptocurrency Entitlement is adjusted accordingly due to a Slashing Event occurring, and is a result of a Slashing Event.

2.11 *For the avoidance of doubt*, in case of a Slashing Event the Issuer may reduce the Cryptocurrency Entitlement in accordance with the provisions of Annex B Condition 2.5 and the Bondholders will suffer a total or partial loss of their investment in such case, provided however that the Issuer shall use commercially reasonable efforts to utilise any insurance coverage offered by the Staking Provider to any party, if applicable, to mitigate the impact of the Slashing Event on the Cryptocurrency Entitlement. The Issuer may not permanently reduce the Cryptocurrency Entitlement if and to the extent that (i) the reductions of the Deposited Cryptocurrency are covered and compensated by any insurance offered by the Staking Provider to the Depositary and (ii) such compensated amounts of Cryptocurrency are actually transferred to and deposited in the Depositary Wallet of the Issuer.

PART II.

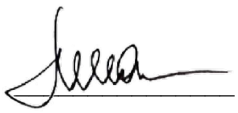
1.	Net proceeds:		The Bonds are initially purchased from the Issuer in the primary market with Venice Token (VVV). VVV received by the Issuer through the subscription of the Bonds will be transferred to the Depositary Wallet and secured by a security agreement for the benefit of the Bondholders, the Security Trustee and a bondholders' representative (if appointed). Based on the assumption that a total of 2,000,000,000 units of Bonds are sold and based on the VVV value of 20.97 EUR (as of 19 October 2026), the net proceeds for each 10,000 units of Bonds are 104,850 EUR.
2.	(i)	Listing and Trading:	Application is intended to be made for admission to trading of the Bonds on or around the Issue Date on the regulated market of the Frankfurt Stock Exchange.
	(ii)	Estimate of the total expenses related to the admission of trading:	EUR 3,500
	(iii)	Estimate of the total expenses of the issue/offer	EUR 35,000
	(iv)	Listing Agent's Responsibility:	Not applicable.
3.	Interest of natural and legal persons involved in the issue/offer:		As set out in the Base Prospectus.
4.	Reasons for the offer and use of proceeds:		As set out in the Base Prospectus.
5.	Post-Issuance Information:		The Issuer does not intend to provide post-issuance information unless required by any applicable laws and/or regulations.
6.	Non-exempt Offer:		An offer of the Bonds may be made other than pursuant to Article 1(4) of the Prospectus Regulation in the Offer Jurisdictions (as defined below) from 10 November 2026 (inclusive) to the later of (i) the date of expiry of the Base Prospectus and (ii) the expiry of the validity of a new base prospectus immediately succeeding the Base Prospectus (the "**Offer Period**").
7.	Offer Jurisdictions:		Austria, Czechia, Denmark, Germany, Ireland, Italy, Luxembourg, Malta, Norway, The Netherlands, Finland, France, Poland, Spain and Sweden.
8.	Swiss Non-exempt Offer:		Applicable. If an obligation to prepare a supplement to the Base Prospectus according to Article 56(5) FinSA is triggered during the Offer

	Withdrawal right according to Article 63(5) of the Swiss Federal Financial Services Ordinance (FinSO):	Period (see 6. above), investors who have already subscribed or agreed to purchase or subscribe for Bonds before any such supplement to the Base Prospectus is published have the right to withdraw their subscriptions and acceptances within a period of three working days from the publication of such supplement regardless of whether the Offer Period (see 6. above) closes prior to the expiry of such three working day period.
9.	Prohibition of Offer to Private Clients in Switzerland:	Not applicable
10.	Consent to the use of the Base Prospectus:	
	The Issuer consents to the use of the Base Prospectus by the following financial intermediaries (individual consent):	**Flow Traders B.V.** Jacob Bontiusplaats 9 Amsterdam 1018 LL The Netherlands **Virtu Financial Ireland Limited** Whitaker Court Whitaker Square Sir John Rogerson's Quay Dublin 2, Ireland **DRW Europe B.V.** Gustav Mahlerlaan 1212 Unit 3.30, 1081 LA Amsterdam Netherlands
	Individual consent for the subsequent resale or final placement of the Bonds by the financial intermediaries is given in relation to:	Austria, Czechia, Denmark, Germany, Ireland, Italy, Luxembourg, Malta, Norway, The Netherlands, Finland, France, Poland, Spain, Sweden and Switzerland.
	Any other clear and objective conditions attached to the consent which are relevant for the use of the Base Prospectus:	Not Applicable.
	The subsequent resale or final placement of Bonds by financial intermediaries can be made:	During the Offer Period (see item 6. above).
11.	(i) Commissions and Fees:	The Issuer will charge a subscription fee up to 0.50 percent of the Cryptocurrency Entitlement of the Bonds from the Authorised Participants selling the Bonds in the secondary market.
	(ii) Expenses and taxes specifically charged to the subscriber of the Bonds:	None.
12.	Categories of potential investors:	Retail investors and Professional investors.

13.	Information with regard to the manner, place and date of the publication of the results of the offer:	Not Applicable.
14.	Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment (*Market Makers*):	**Virtu Financial Ireland Limited** Whitaker Court Whitaker Square Sir John Rogerson's Quay Dublin 2, Ireland Virtu Financial Ireland Limited has agreed to make markets for the Bonds on certain exchanges and subject to specified bid/offer terms.
15.	ISIN:	DE000A4AYGE9
16.	German Securities Code:	A4AYGE
17.	An indication where information about the past and the future performance of the underlying Cryptocurrency and its volatility can be obtained:	Kaiko VVV Reference Rate LDNLF https://explorer.kaiko.com/rates/KK_RFR_VVVUSD

Signed on behalf of

Bitwise Europe GmbH

by: 

Duly Authorised

ISSUE SPECIFIC SUMMARY

1.1. INTRODUCTION AND WARNINGS

This summary relates to the public offering of secured bonds (the "**Bonds**") in Austria, Czechia, Denmark, Germany, Ireland, Italy, Luxembourg, Malta, Norway, The Netherlands, Finland, France, Poland, Spain, Sweden and Switzerland and the admission of the Bonds to trading on the regulated market of the Frankfurt Stock Exchange. The Bonds' International Securities Identification Number ("**ISIN**") is DE000A4AYGE9.

The date of approval of the base prospectus is 28 September 2026 (the "**Base Prospectus**") and it was approved by the *Bundesanstalt für Finanzdienstleistungsaufsicht* ("**Bafin**"), Marie-Curie-Str. 24-28, 60439 Frankfurt am Main, Germany, Email: poststelle@bafin.de, Phone: +49 (0)228 4108-0.

This summary should be read as an introduction to the Base Prospectus. Any decision to invest in the Bonds of the Issuer should be based on consideration of the Base Prospectus as a whole by the investor. Investors could lose all or part of their capital invested in the Issuer's Bonds. Bitwise Europe GmbH with its registered office at Thurn- und Taxis-Platz 6, 60313 Frankfurt am Main, Germany (the "**Issuer**"), with legal entity identifier ("**LEI**") number 875500BTZPKWM4X8R658, assumes responsibility for the information contained in this summary and its German translation. The Issuer can be held liable but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Base Prospectus, or where it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in such securities. In the event that a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states of the European Economic Area, be required to bear the costs of translating the Base Prospectus prior to the commencement of any legal proceedings.

You are about to purchase a product that is not simple and may be difficult to understand.

1.2. KEY INFORMATION ON THE ISSUER

1.2.1. Who is the issuer of the securities?

The legal and commercial name of the issuer is Bitwise Europe GmbH. The Issuer's LEI number is 875500BTZPKWM4X8R658. The Issuer is incorporated and operates under the laws of Germany and maintains its principal place of business at 60 Bishopsgate, London EC2N 4AW, United Kingdom. The Issuer's address and registered office is at Thurn- und Taxis-Platz 6, 60313 Frankfurt am Main, Germany and the Issuer is registered in the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 116604. The Issuer's website is https://bitwiseinvestments.eu and the phone number is +49 69 8088 3728.

1.2.1.1. Principal activities of the Issuer

The principal activity of the Issuer is the issue of bonds which are secured by cryptocurrencies and other digital assets, including bonds which also provide for a staking feature. In connection therewith, the Issuer will use the services of a Staking Provider to engage in staking activities in relation to the cryptocurrencies received for the subscription of the issued bonds.

Through the issue of the Bonds, the Issuer intends to satisfy investor demand for tradeable securities through which an investment in cryptocurrencies and other digital assets is made.

1.2.1.2. Major shareholders

The Issuer's sole shareholder is Bitwise Europe Management Ltd ("**BEM**"). BEM`s sole shareholder is Bitwise Europe Ltd. Bitwise Europe Ltd. is wholly-owned by Bitwise Asset Management, Inc., 250 Montgomery St., Suite 200, San Francisco, CA 94104, USA (the "**Holding Company**").

1.2.1.3. Key managing directors

The Issuer is managed by its managing directors Paul Fusaro, Leyla Sharifullina and Bradley Wayne Duke.

1.2.1.4. Statutory auditors

For the financial years ended 31 December 2024 and 31 December 2025, Baker Tilly GmbH & Co. KG Wirtschaftsprüfungsgesellschaft, with their registered office at Cecilienallee 6-7, 40474 Düsseldorf, Germany are the statutory auditors of the Issuer. Baker Tilly GmbH & Co. KG Wirtschaftsprüfungsgesellschaft is a member of the German chamber of public accountants (*Wirtschaftsprüferkammer*).

1.2.2. What is the key financial information regarding the issuer?

The Issuer's financial information is included in the Issuer's annual financial statements as of 31 December 2024 and 31 December 2025 (together, the "**Financial Statements**").

The Financial Statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") as adopted in the European Union (the "**EU**").

The Financial Statements have been audited and an unqualified auditor's report has been issued.

The following selected financial information is based on and extracted from the Financial Statements.

Income Statement (in EUR)	**2025**	**2024**
Operating profit/loss	1,308,847	933,043

Balance Sheet (in EUR)	**31 December 2025**	**31 December 2024**
Net financial debt	1,547,589,110	1,722,983,435

Cash Flow Statement (in EUR)	**2025**	**2024**
Net Cash flows from operating activities	5,194,949	7,027,282
Net Cash flows from financing activities	0	0
Net Cash flow from investing activities	-4,780,203	-821,154

1.2.3. What are the key risks that are specific to the issuer?

The following risk factors are material with respect to the ability of the Issuer to fulfill its obligations under Bonds issued by it.

Risks related to the limited business objective of the Issuer: The focus of the Issuer's business activities is the issuance of bonds linked to Cryptocurrency as well as the performance of contribution of Cryptocurrency to the relevant underlying network for the purpose of facilitating, validating and approving transactions on such network relating to the Cryptocurrency ("**Staking**"). The Issuer will not carry out any other business than as described above (see under "*1.2.1.1. Principal activities of the Issuer*"). Because of this limited business objective, the Issuer is exposed to the risk that the underlying Cryptocurrency does not become successful or becomes less successful. The Issuer may then be unsuccessful in carrying out its business which could have an adverse impact on the Issuer`s business and financial situation.

Risks related to the Issuer's dependence on its reputation and the reputation of associated parties: Due to the highly competitive market environment in the Issuer's core business, i.e. the issuance of bonds linked to Cryptocurrency, the Issuer depends on its reputation and the reputation of associated parties to maintain and grow its such core business. Any material adverse event, such as (but not limited to) defaults and insolvencies of associated parties, legal proceedings involving the Issuer or any associated party or negative media reports on the Issuer or its associated parties, could impact the Issuer's reputation, which could, in turn, depress the Issuer's profitability, creditworthiness and fundraising capacity. This, in turn, can affect the demand for and liquidity of the Bonds and price of the Bonds on the market related to the prices of the relevant Cryptocurrency and – in case such development triggers a Mandatory Redemption Event in relation to the Bonds – may result in the Issuer giving a Mandatory Redemption Notice.

Major shareholders: The Issuer is wholly owned by BEM, which, in turn, is wholly owned by Bitwise Europe Ltd., which, in turn, is wholly owned by the Holding Company, the ultimate parent company of the Issuer. As such, the shareholders of the Holding Company have significant influence on the management of the Issuer. There can be no assurance that these shareholders or their representatives will exercise their voting right in a manner that benefits the Issuer or the investors.

Dependence on authorisations. The Issuer depends on the authorisation of stock exchanges and the permissibility under the rules and regulations of the respective stock exchanges' jurisdictions to continue issuing and listing the Bonds. Any change to the listing requirements, the regulation of the Bonds, or acceptance of cryptocurrency as underlying asset could adversely impact the Issuer and investors in the Bonds.

Attacks by "hackers" and sabotage from outside the Issuer: The whole business of the Issuer depends on certain IT infrastructure. Additionally, service providers (e.g. the Administrator, the Paying Agent and the Clearing System) also rely on IT systems to provide services to the Issuer. Both Issuer's IT systems and IT systems of such service providers may be hacked by criminals. The Issuer is exposed to the risk of being partially, temporarily or

even permanently prevented from carrying out its business activities and even become insolvent, and the holders of the Bonds (the "**Bondholders**") may lose part or all of their investment in the Bonds due to such security breach.

1.3. KEY INFORMATION ON THE SECURITIES

1.3.1. What are the main features of the securities?

The Bonds are secured bonds. The Bonds do not have a fixed maturity date. The Bonds do not bear interest. Each Bond represents the right of the Bondholder to demand from the Issuer (a) delivery of Venice Token ("**VVV**" or "**Cryptocurrency**"), equal to the Bondholder's claim, as of any Business Day, against the Issuer in respect of each Bond, expressed as the amount of the Cryptocurrency per Bond, and calculated by the Issuer in its sole discretion in accordance with the formula below by reference to the Kaiko VVV Reference Rate LDNLF ("*1.4.1. Method of determination of the Issue Price*") (the "**Cryptocurrency Entitlement**") or (b) payment of an amount in US dollars ("**USD**") determined in accordance with the relevant provisions of the terms and conditions (the "**Terms and Conditions**"). The obligations under the Bonds constitute direct, unsubordinated and secured obligations of the Issuer ranking *pari passu* among (i) themselves, (ii) any Secured Redemption Obligations and Secured Settlement Obligations (as defined below) ("*1.3.3. Risks related to Voluntary Redemptions*") and (iii) any obligation of the Issuer to transfer Bonds to any entity which has been appointed by the Issuer as an authorised participant (the "**Authorised Participant**") if such Authorised Participant has transferred at least the Cryptocurrency Entitlement per Bond being subscribed or purchased to a depositary wallet operated by Coinbase Luxembourg S.A. (the "**Depositary Wallet**" and, such obligations, the "**Secured Settlement Obligations**"). The Bonds are freely transferable.

The following rights are attached to the Bonds:

Security: Pledge by the Issuer in favour of the Bondholders of its rights, title, interest and benefit, present and future, in, to and under the Depositary Wallet and the Deposited Cryptocurrency and pledge by the Issuer over the Issuance Account and the Issuer-Owned Bonds in favour of the Bondholders (the "**Security**"). Details of the accounts and the terms and conditions of the respective pledges shall be stipulated in the Security Documents which shall be available for inspection by the Bondholders at the Issuer's principal place of business (60 Bishopsgate, London EC2N 4AW, United Kingdom).

Staking: The Issuer may use the services of a service provider (the "**Staking Provider**") to apply some or all units of the Cryptocurrency forming part of the Deposited Cryptocurrencies to Staking. Any units of the Cryptocurrency received as rewards for this process (subject to applicable fees) will form part of the Cryptocurrency Entitlement.

Mandatory Redemption*:* Upon occurrence of certain mandatory redemption events, the Issuer may at any time (but is not required to), give notice to the Bondholders of the relevant mandatory redemption event (the "**Mandatory Redemption Notice**") and redeem the Bonds at the mandatory redemption date specified in the Mandatory Redemption Notice at their Mandatory Redemption Price (as defined below). Such mandatory redemption events include, events which make continuing the issuance of Bonds and/or maintaining Outstanding Bonds economically or practically not viable, such as, among others the entering into force of any new law or regulation that requires the Issuer to obtain any license in order to be able to fulfil its obligations under the Bonds; or any changes in the tax treatment of the Cryptocurrency; or if the Issuer was ordered by a competent court or otherwise became required by law to arrange for mandatory redemption. The exercise of the mandatory redemption right by the Issuer leads inevitably to a redemption of the Bonds for the Bondholders.

Voluntary Redemption: The Bonds do not have a fixed maturity date. However, each Bondholder may require the Issuer to redeem his Bonds against physical delivery of the Cryptocurrency Entitlement or (in fulfilment of its delivery claim to the Cryptocurrency) against cash payment in USD (the "**Voluntary Redemption**"). If Bonds are redeemed against payment in cash, the redemption amount will be equal to the proceeds of sale of the Cryptocurrency Entitlement using the Cryptocurrency Execution Procedure (as defined below), to the extent such procedure results in a successful sale. In order to terminate his Bonds, the Bondholder needs to (i) submit a redemption form together with all required KYC documents, (ii) pay an upfront redemption fee in an amount of EUR 100.00 (which is subject to certain exemptions) (the "**Upfront Redemption Fee**") and (iii) transfer the Bonds in relation to which the right for Voluntary Redemption was exercised, to the Issuance Account free of payment. If a Bondholder exercises his right for Voluntary Redemption vis-á-vis the Issuer or vis-á-vis an Authorised Participant an exercise fee in addition to the Upfront Redemption Fee (where applicable) in an amount equal to 2.50 percent of the Cryptocurrency Entitlement for each Bond in relation to which the right for Voluntary Redemption is exercised will be charged (the "**Exercise Fee**"). However, if the Bondholder sells his Bonds on the stock exchange - then no redemption fees from the Issuer or Authorised Participant will be incurred. If a Bondholder exercises its right for Voluntary Redemption and opts for cash redemption, the Issuer will instruct an execution agent to sell Cryptocurrency in an amount equal to the Cryptocurrency Entitlement (the "**Cryptocurrency Execution Procedure**"). The sales proceeds of the Cryptocurrency Execution Procedure (less any applicable fees in connection with the sale of the units of Cryptocurrency and the transfer of the cash amount)

will be used for redemption of the Bonds. The Issuer may choose to charge an Exercise Fee to the respective Bondholder even in case of a partially and totally failed Cryptocurrency Execution Procedure.

Redemption in an Event of Default: The Bonds provide for events of default entitling each Bondholder to demand immediate redemption at the Cryptocurrency Entitlement.

Adjustments to the Cryptocurrency Entitlement: Upon the occurrence of certain events affecting the underlying Cryptocurrency and/or the Cryptocurrency Entitlement (each, an "**Adjustment Event**"), the Issuer shall make adjustments to the Cryptocurrency or the Cryptocurrency Entitlement, suspend scheduled rebalances of the Index, or replace the relevant underlying Index with a similar new Index, in each case if and to the extent deemed necessary in its opinion.

Suspension of Redemptions*:* Upon the occurrence of certain events causing a disruption with regards to (i) the trading of the Cryptocurrency, (ii) the services to be provided by a service provider, (iii) the Depositary and/or the protocol of any applicable Cryptocurrency itself or (iv) any calculations with regards to the Bonds (each, a "**Disruption Event**"), the Issuer may suspend the rights to or timings of (i) making redemption requests, (ii) performing the settlement of any redemptions or (iii) any redemption, settlement or payment dates in connection therewith.

1.3.2. Where will the securities be traded?

Application is intended to be made by the Issuer for admission to trading of the Bonds on the regulated market of the Frankfurt Stock Exchange. The Issuer may decide to list the Bonds on such other or further regulated markets and/or arrange for the trading of the Bonds on multilateral trading facilities, organised trading facilities or through systematic internalisers, all within the meaning of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

1.3.3. What are the key risks that are specific to the securities?

The following key risks could lead to substantial losses for Bondholders. Each Bondholder would have to bear possible losses in case of selling its Bonds or with regard to repayment of principal:

Risks relating to the nature of the Bonds and the Terms and Conditions of the Bonds

Risk of Loss relating to Staking: Certain proof of stake protocols impose penalties on validators who negligently or maliciously validate transactions on the protocols (the "**Staking Penalties**"). Such Staking Penalties can also be imposed due to inadvertent errors, technological problems, hacking and other malicious activities. The Staking Penalties can comprise loss of rewards as well as a loss of the units of the underlying Cryptocurrency subject to Staking. If such Staking Penalties are applied to the Cryptocurrencies which are applied to Staking by the Issuer and the Issuer is not able to fully mitigate or compensate the effects of these events on the Secured Obligations Amount due to the Staking Provider or the Depositary being unable to satisfy their obligations *vis-à-vis* the Issuer, the Issuer has the right to adjust the Cryptocurrency Entitlement. This will effectively result in a reduction of the Cryptocurrency Entitlement, even to zero, so that investors in such Bonds may suffer a total loss of their investment.

Risk in connection with the delayed deposition of Staking Rewards: While any units of Cryptocurrency received by the Issuer in connection with the subscription of the Bonds will be directly transferred to the Depositary Wallet and will be secured by a security agreement for the benefit of the Bondholders, rewards received for Staking ("**Staking Rewards**") will not be paid out and transferred to the Depositary Wallet immediately, but any payments and transfers of such Staking Rewards are subject to the rules of the respective underlying protocol. The payment and transfer of the units of the respective underlying Cryptocurrency earned as Staking Rewards and the deposition of such Staking Rewards into the Depositary Wallet may therefore require a certain period of time during which the Staking Rewards do not form part of the Deposited Cryptocurrency. Accordingly, Bondholders may not be sufficiently protected in case of a bankruptcy or liquidation of the Staking Provider due to various reasons during such period.

Bondholders are exposed to the risk of losses if a redemption in cash fails due to missing purchase orders or unavailability of the required reference price: In case of redemptions in cash, the Issuer has to arrange for a Cryptocurrency Execution Procedure in order to redeem the Bonds. If such Cryptocurrency Execution Procedure fails for whatever reason, including, without limitation, as a result of a disruption to the availability of the reference price of the underlying Cryptocurrency, Bondholders face the risk that the Bonds cannot be redeemed in cash with the Issuer and may only be sold in the secondary market.

Risks related to Voluntary Redemptions: Investors in the Bonds have a right to request Voluntary Redemption and to redeem Bonds with the Issuer against payment of the Cryptocurrency Entitlement. However, investors may not be able make use of this right, if they do not provide sufficient information to the Issuer in accordance with the Terms and Conditions. Additionally, if Bondholders exercise their right for Voluntary Redemption and requests cash settlement, obligations of the Issuer to remit USD to such Bondholder after the surrender of the relevant Bonds to the Issuer constitute unsecured obligations of the Issuer. Only settlement obligations related to the Voluntary Redemption with physical settlement (the "**Secured Redemption Obligations**") constitute secured

obligations of the Issuer. Claims of a Bondholder for payments in cash due to the Voluntary Redemption with cash settlement will only be settled after the relevant Bondholder has delivered the Bonds to the Issuer and, during the period from delivery of the Bonds until actual payment of USD, the relevant Bondholder will no longer be the owner of the Bond, nor have a secured claim against the Issuer.

Mandatory Redemption: In case of occurrence of certain events as further specified in the Terms and Conditions, the Issuer may (but is not required to) at any time, in its sole and absolute discretion, elect to terminate and redeem all but not some of the Bonds at their mandatory redemption price, which is (i) an amount equal to the Cryptocurrency Entitlement; or (ii) if a Bondholder opts for redemption in cash, the proceeds of the Cryptocurrency Execution Procedure relating to the Cryptocurrency amounting to the Cryptocurrency Entitlement as of the relevant mandatory redemption date, minus any reasonable third-party fee related to redemption of the Bonds, (the "**Mandatory Redemption Price**"). In exercising such discretion, the Issuer is not required to have any regard to the interests of the Bondholders, and Bondholders may receive less, or substantially less, than their initial investment. The Mandatory Redemption Price of the Bonds redeemed in cash can be less or substantially less than the equivalent Cryptocurrency price, as the Issuer will try to sell the Cryptocurrency using the Cryptocurrency Execution Procedure, and all risks related to the sale of the Cryptocurrency as described above apply. Additionally, mandatory redemption might result in the effective disposal of the Bonds for tax purposes by some or all Bondholders on a date earlier than planned or anticipated, which can result in less beneficial tax treatment of the investment in the Bonds for such Bondholders than otherwise would be available should the investment be maintained for a longer period of time.

Risks in relation to Adjustment Events: Upon the occurrence of certain events in relation to the underlying Cryptocurrency affecting the underlying Cryptocurrency and/or the Cryptocurrency Entitlement causing the necessity for adjustments to the underlying Cryptocurrency and/or the Cryptocurrency Entitlement (each, an "**Adjustment Event**"), the Issuer shall, if deemed appropriate in its opinion (i) make an adjustment of the Cryptocurrency Entitlement to account for the economic effect on the Bonds of such events, (ii) suspend scheduled rebalances of the Index, or (iii) replace the relevant underlying Index with a similar new Index. Depending on the specific action taken by the Issuer in response to an Adjustment Event, the value of the Cryptocurrency Entitlements and the Bonds may develop differently and the return for Bondholders may be lower (or considerably lower) than would have been the case if the Adjustment Event had not occurred.

Risks related to the Security of the Bonds

Security granted to secure the Bonds may be unenforceable or enforcement of the security may be delayed: The Issuer has undertaken (subject to certain carve-outs) to have an amount in the Cryptocurrency equal to or higher than the Secured Obligations Amount always deposited with the Depositary, and to have created a security interest with respect to the rights and claims arising in connection with the Depositary Wallet in favour of the Bondholders. These security arrangements may not be sufficient to protect the Bondholders in the event of the Issuer's or the Depositary's bankruptcy or liquidation due to various reasons.

Risks related to VVV as underlying Cryptocurrency

Price volatility of the Cryptocurrency: The value of the Bonds is affected by the price of the Cryptocurrency as underlying. The price of the Cryptocurrency fluctuates widely and, for example, may be impacted by global and regional political, economic or financial events, regulatory events or statements by regulators, investment trading, hedging or other activities by a wide range of market participants, forks in underlying protocols, disruptions to the infrastructure or means by which crypto assets are produced, distributed, stored and traded. The price of the Cryptocurrency may also change due to shifting investor confidence in future outlook of the asset class. Characteristics of the Cryptocurrency and divergence of applicable regulatory standards creates the potential for market abuse and could lead to high price volatility. Amounts received by Bondholders (i) upon redemption of the Bonds in USD, in cases where Bondholders are prevented from receiving the Cryptocurrency for legal or regulatory reasons; or (ii) upon sale on the stock exchange depends on the price performance of the Cryptocurrency and available liquidity.

Risks related to the admission of the securities to trading

Risks related to the admission to trading: The trading price of the Bonds could decrease if the creditworthiness of the Issuer or associated parties worsens or is perceived to worsen irrespective of the fact that the Bonds are secured by the actual holdings of the Cryptocurrency. The risk is that third parties would only be willing to purchase Bonds at a substantial discount relative to the price of the Cryptocurrency, which in turn may result in a Bondholder's loss of the investment in the Bonds.

Taxation risks relating to the Bonds

Tax risk related to the underlying Cryptocurrency:

The taxation of the underlying Cryptocurrency and associated companies can vary significantly by jurisdiction and is subject to significant revisions. The status of the underlying Cryptocurrency remains undefined. Accordingly, the way in which the underlying Cryptocurrency are taxed varies from country to country. Before making a decision to invest in the Bonds, investors should consult their local tax advisor on matters of taxation.

The Issuer may become exposed to significant tax risk. Any major burden may hinder Issuer's ability to maintain the listing of the Bonds and, in the event that such tax burden results in insolvency, to otherwise continue to operate as expected. Additionally, materialisation of certain tax risks may result in the Issuer giving a Mandatory Redemption Notice.

1.4. KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC AND THE ADMISSION TO TRADING ON A REGULATED MARKET

1.4.1. Under which conditions and timetable can I invest in this security?

The conditions and timetable for investing in the Bonds are set out below.

This issue of Bonds is being issued in an aggregate amount of up to 2,000,000,000 Bonds secured by VVV.

***Purchase of the Bonds*:** In the primary market the Issuer will sell Bonds only to Authorised Participants and such Bonds may only be purchased with the Cryptocurrency. Investors who are not Authorised Participants may purchase the Bonds in the secondary market either (i) from an Authorised Participant, in compliance with applicable selling restrictions, (ii) via a stock exchange through their broker or (iii) from any person over the counter. In connection therewith, Flow Traders B.V., DRW Europe B.V. and Virtu Financial Ireland Limited, have been appointed as Authorised Participants. The offer period is expected to commence on 10 November 2026 and will be open until the later of (i) the date of expiry of the Base Prospectus and (ii) the expiry of the validity of a new base prospectus immediately succeeding the Base Prospectus subject to shortening the period. An offer to the public may be made in the countries specified under "*1.1 Introduction and warnings*", subject to applicable selling restrictions.

***Conditions and technical details of the Offer*:** The offer is not subject to any conditions or time limits other than the time limit resulting from the validity of the Base Prospectus as specified under "*Purchase of the Bonds*". There is no possibility to reduce subscriptions. No minimum or maximum subscription amounts have been specified, however financial intermediaries (including Authorised Participants) offering the Bonds can determine minimum or maximum subscription amounts when offering the Bonds in their sole and absolute discretion.

Bonds can be purchased in the primary market either with the Cryptocurrency, Euro, USD or any other fiat currency or cryptocurrency as will be determined by each financial intermediary offering the Bonds. However, Bonds bought directly from the Issuer in the primary market can only be purchased with the Cryptocurrency and only by Authorised Participants. The Bonds will be delivered via book-entry through the clearing system and its account holding banks.

***Method of determination of the Issue Price*:** The issue price for Authorised Participants is equal to the Cryptocurrency Entitlement plus a subscription fee. The Cryptocurrency Entitlement will be determined pursuant to the following formula:

$$CE_{(t)} = CE_{(t-1)} * \left(1 - \frac{DER}{365}\right) + \frac{SR_{(t-x)}}{N_{(t-x)}}(1 - DSC)$$

Where:

"$\boldsymbol{CE_{(t)}}$" means the Cryptocurrency Entitlement on day "t" days after the Issue Date;

"$\boldsymbol{CE_{(t-1)}}$" means the Cryptocurrency Entitlement on the previous day before day "t" days after the Issue Date;

"$\boldsymbol{CE_{(0)}}$" or "**Initial Cryptocurrency Entitlement**" means the Cryptocurrency Entitlement on the Issue Date;

"$\boldsymbol{DER}$" means the Diminishing Entitlement Rate. The Diminishing Entitlement Rate represents the management fee expressed as the rate at which the Cryptocurrency Entitlement decays over time.

"$\boldsymbol{SR_{(t-x)}}$" means the staking rewards expressed in respective cryptocurrency received (both earned and accrued) from staking on the day "x" days before the day "t" days after the Issue Date. If, for any reason on any given day(s), the staking rewards, or reports pertaining to the staking rewards, are not received or unattainable (such event, a "**Staking Rewards Delay**"), the Issuer shall use its reasonable discretion in line with the acceptable market practice in estimating the staking rewards for the period of Staking Rewards Delay. Once the Staking Rewards Delay is concluded and staking rewards, or reports pertaining to the staking rewards, are actually received by the Issuer, the Issuer shall rectify the difference in the staking rewards per Bond but only for the Bondholders that subscribed or

redeemed the Bonds after the Staking Rewards Delay has finished. When rectifying the difference in the staking rewards per Bond, the Issuer is entitled to exercise its full discretion, acting in good faith and in a commercially reasonable manner, whether in its opinion it is appropriate to make one or more adjustments to the Cryptocurrency Entitlement to account for the economic effect of any Staking Rewards Delay, after the conclusion of the Staking Rewards Delay. In case of ongoing subscription and/or redemption procedures, Bondholders will be entitled to a reconfigured Cryptocurrency Entitlement per Bond, calculated using the estimate of the staking rewards by the Issuer;

"**x**" means a number of days as prescribed by the Expected Unbonding Period of the respective Cryptocurrency;

"$\boldsymbol{N_{(t-x)}}$" means number of bonds outstanding as of end of the day "x" days before the before day "t" days after the Issue Date; and

"**DSC**" means the fees applied to the staking rewards.

The issue price for investors who are not Authorised Participants will be determined on an ongoing basis.

As of the Issue Date, the Cryptocurrency Entitlement would be 0.5 VVV per Bond, i.e. Authorised Participants purchasing Bonds from the Issuer would receive one Bond for each 0.5 VVV. In addition, the Issuer will charge a subscription fee of up to 0.50 percent of 0.5 VVV from the Authorised Participant. Where an investor purchases a Bond from an Authorised Participant with USD, the Euro equivalent of the Cryptocurrency Entitlement as of 19 October 2026, based on an VVV value of Euro 20.97 would be Euro 10.48. However, given that each Authorised Participant may charge a subscription fee from the investor who he is selling the Bonds at his own discretion, the purchase price for a Bond may be higher than Euro 10.48.

***Expenses*:** The estimated total expenses of the issue and/or offer are EUR 35,500. The Issuer will charge a subscription fee up to 0.50 percent of the Cryptocurrency Entitlement of the Bonds from the Authorised Participants. The Issuer has no influence on whether and to what extent the respective Authorised Participant will charge additional fees. These fees may vary depending on the Authorised Participant.

1.4.2. Why is this base prospectus being produced?

1.4.2.1. Reasons for the offer or for the admission to trading on a regulated market

The Issuer intends to make profits with the issue of the Bonds. The Issuer makes profit through charging subscription fees, certain redemption fees and the Diminishing Entitlement Rate.

1.4.2.2. Use and estimated net amounts of the proceeds

The Bonds are purchased from the Issuer with the Cryptocurrency. Cryptocurrency received by the Issuer through the subscription of the Bonds will be transferred to the Depositary Wallet and secured by a security agreement for the benefit of the Bondholders, the Security Trustee and a bondholders' representative (if appointed). Based on the assumption that a total of 2,000,000,000 units of Bonds are sold and based on the VVV value of EUR 20.97 (as of 19 October 2026), the net proceeds for each 10,000 units of Bonds are EUR 104,850.

1.4.2.3. Underwriting Agreement

The Issuer has not entered into an underwriting agreement.

1.4.2.4. Material conflicts of interest pertaining to the offer or the admission to trading

There are no material interests, in particular no material conflicts of interest in relation to the public offering or the admission to trading.

EMISSIONSSPEZIFISCHE ZUSAMMENFASSUNG

1.1. EINLEITUNG UND WARNHINWEISE

Diese Zusammenfassung bezieht sich auf das öffentliche Angebot in Österreich, Tschechien, Dänemark, Deutschland, Irland, Italien, Luxemburg, Malta, Norwegen, Niederlande, Finnland, Frankreich, Polen, Spanien, Schweden und in der Schweiz und die Zulassung zum Handel am regulierten Markt der Frankfurter Wertpapierbörse von besicherten Schuldverschreibungen (die "**Schuldverschreibungen**"). Die internationale Wertpapieridentifikationsnummer ("**ISIN**") der Schuldverschreibungen ist DE000A4AYGE9.

Das Datum der Billigung des Basisprospekts ist der 28. September 2026 (der "**Basisprospekt**"). Die Billigung erfolgte durch die Bundesanstalt für Finanzdienstleistungsaufsicht ("**Bafin**"), Marie-Curie-Str. 24-28, 60439 Frankfurt am Main, Deutschland, E-Mail: poststelle@bafin.de, Telefon: +49 (0)228 4108-0.

Diese Zusammenfassung ist als Einleitung zu dem Basisprospekt zu verstehen. Anleger sollten sich bei jeder Entscheidung, in die Schuldverschreibungen der Emittentin zu investieren, auf den Basisprospekt als Ganzen stützen. Anleger könnten einen Teil ihres Kapitals oder ihr gesamtes Kapital verlieren, das sie in die Schuldverschreibungen der Emittentin investiert haben. Bitwise Europe GmbH mit Sitz in Thurn- und Taxis-Platz 6, 60313 Frankfurt am Main, Deutschland (die "**Emittentin**") und LEI-Nummer 875500BTZPKWM4X8R658 übernimmt die Verantwortung für die in dieser Zusammenfassung enthaltenen Informationen und deren deutsche Übersetzung. Die Emittentin haftet nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Basisprospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Basisprospekts wesentliche Informationen, die in Bezug auf Anlagen in die Schuldverschreibungen für die Anleger eine Entscheidungshilfe darstellen, vermissen lässt. Ein Anleger, der wegen der in dem Basisprospekt enthaltenen Angaben Klage einreichen will, muss nach den nationalen Rechtsvorschriften des Mitgliedstaats des Europäischen Wirtschaftsraums möglicherweise für die Übersetzung des Basisprospekts aufkommen, bevor das Verfahren eingeleitet werden kann.

Sie sind im Begriff, ein Produkt zu kaufen, das nicht einfach ist und möglicherweise schwer zu verstehen ist.

1.2. BASISINFORMATIONEN ÜBER DIE EMITTENTIN

1.2.1. Wer ist die Emittentin der Wertpapiere?

Der gesetzliche und kommerzielle Name der Emittentin ist Bitwise Europe GmbH. Die LEI-Nummer der Emittentin ist 875500BTZPKWM4X8R658. Die Emittentin ist nach dem Recht der Bundesrepublik Deutschland eingetragen. Das für die Emittentin geltende Recht ist das Recht der Bundesrepublik Deutschland. Die Emittentin unterhält ihren Hauptgeschäftssitz in 60 Bishopsgate, London EC2N 4AW, Vereinigtes Königreich. Die Adresse und der registrierte Sitz der Emittentin ist in Thurn- und Taxis-Platz 6, 60313 Frankfurt am Main, Deutschland und die Emittentin ist im Handelsregister des Amtsgerichts Frankfurt am Main unter der HRB 116604 registriert. Die Webseite der Emittentin ist https://bitwiseinvestments.eu und die Telefonnummer lautet +49 69 8088 3728.

1.2.1.1. Haupttätigkeiten der Emittentin

Die Hauptgeschäftstätigkeit der Emittentin ist die Ausgabe von durch Kryptowährung besicherten Schuldverschreibungen und anderen digitalen Vermögenswerten, einschließlich Schuldverschreibungen, die mit einem Staking-Feature ausgestattet sind. In diesem Zusammenhang wird die Emittentin die Dienste eines Staking Providers in Anspruch nehmen, um Staking-Aktivitäten in Bezug auf die Kryptowährung durchzuführen, die sie für die Zeichnung der begebenen Schuldverschreibungen erhält.

Mit der Ausgabe der Schuldverschreibungen beabsichtigt die Emittentin, die Nachfrage von Anlegern nach handelbaren Wertpapieren, über die eine Investition in Kryptowährungen und anderen digitalen Vermögenswerten getätigt wird, zu bedienen.

1.2.1.2. Hauptanteilseigner der Emittentin

Der alleinige Gesellschafter der Emittentin ist die Bitwise Europe Management Ltd ("**BEM**"). Alleinige Gesellschafterin der BEM ist die Bitwise Europe Ltd. Bitwise Europe Ltd. befindet sich vollständig im Besitz von Bitwise Asset Management, Inc. 250 Montgomery St., Suite 200, San Francisco, CA 94104, USA (die "**Muttergesellschaft**").

1.2.1.3. Identität der Hauptgeschäftsführer

Die Emittentin wird von ihren Geschäftsführern Paul Fusaro, Leyla Sharifullina und Bradley Wayne Duke geleitet.

1.2.1.4. Identität der Abschlussprüfer

Für die am 31. Dezember 2024 und 31. Dezember 2025 endenden Geschäftsjahre ist Baker Tilly GmbH & Co. KG Wirtschaftsprüfungsgesellschaft mit Geschäftssitz in Cecilienallee 6-7, 40474 Düsseldorf, Deutschland, der gesetzliche Abschlussprüfer der Emittentin. Baker Tilly GmbH & Co. KG Wirtschaftsprüfungsgesellschaft ist Mitglied der deutschen Wirtschaftsprüferkammer.

1.2.2. Welches sind die wesentlichen Finanzinformationen über die Emittentin?

Die Finanzinformationen der Emittentin sind in den geprüften Jahresabschlüssen vom 31. Dezember 2024 und 31. Dezember 2025 (zusammen, die "**Abschlüsse**") enthalten.

Die Abschlüsse wurden in Übereinstimmung mit den International Financial Reporting Standards ("**IFRS**"), wie sie in der Europäischen Union (der "**EU**") anzuwenden sind, erstellt.

Die Jahresabschlüsse wurden geprüft und mit einem uneingeschränkten Bestätigungsvermerk versehen.

Die folgenden ausgewählten Finanzinformationen basieren auf den Abschlüssen und sind diesen entnommen.

Gewinn- und Verlustrechnung (in EUR)	**2025**	**2024**
Operativer Gewinn/Verlust	1.308.847	933.043

Bilanz (in EUR)	**31. Dezember 2025**	**31. Dezember 2024**
Nettofinanzverbindlichkeiten	1.547.589.110	1.722.983.435

Kapitalflussrechnung (in EUR)	**2025**	**2024**
Netto-Cashflows aus der laufenden Geschäftstätigkeit	5.194.949	7.027.282
Netto-Cashflows aus Finanzierungstätigkeiten	0	0
Netto-Cashflow aus Investitionstätigkeiten	-4.780.203	-821.154

1.2.3. Welches sind die wesentlichen Risiken spezifisch auf die Emittentin bezogen?

Die folgenden Risikofaktoren sind wesentlich für die Fähigkeit der Emittentin, ihre Verpflichtungen aus den von ihr ausgegebenen Schuldverschreibungen zu erfüllen.

Risiken im Zusammenhang mit dem begrenzten Unternehmensgegenstand der Emittentin: Der Schwerpunkt der Geschäftstätigkeit der Emittentin liegt auf der Emission von kryptowährungsbezogenen Schuldverschreibungen, sowie der Einbringung von Kryptowährung in das jeweilige zugrunde liegende Netzwerk zum Zwecke der Förderung, Validierung und Bestätigung von Transaktionen in diesem auf die Kryptowährung bezogenen Netzwerk ("**Staking**"). Die Emittentin wird keine weiteren Geschäfte, außer den oben beschriebenen, tätigen (siehe unter "*2.2.1.1. Haupttätigkeiten der Emittentin*"). Aufgrund dieses begrenzten Unternehmensziels ist die Emittentin dem Risiko ausgesetzt, dass die zugrunde liegende Kryptowährung nicht erfolgreich oder weniger erfolgreich wird. Die Emittentin könnte deshalb möglicherweise nicht erfolgreich darin sein, ihr Geschäft auszuführen was negative Auswirkungen auf die geschäftliche und finanzielle Situation der Emittentin haben kann.

Risiken im Zusammenhang mit der Abhängigkeit der Emittentin von ihrer Reputation und der Reputation verbundener Parteien: Aufgrund des hart umkämpften Marktumfelds im Kerngeschäft der Emittentin, d. h. der Emission von durch Kryptowährung besicherten Schuldverschreibungen, ist die Emittentin auf ihre Reputation und die Reputation verbundener Parteien angewiesen, um ihr Kerngeschäft aufrechtzuerhalten und auszubauen. Jedes wesentliche nachteilige Ereignis, wie z.B. (aber nicht ausschließlich) Zahlungsausfälle und Insolvenzen verbundener Parteien, Gerichtsverfahren, an denen die Emittentin oder eine verbundene Partei beteiligt ist, oder negative Medienberichte über die Emittentin oder ihre verbundenen Parteien könnten die Reputation der Emittentin beeinträchtigen, was wiederum die Rentabilität, Kreditwürdigkeit und Fundraising-Kapazität der Emittentin beeinträchtigen könnte. Dies kann wiederum die Nachfrage nach und die Liquidität der Schuldverschreibungen und den Preis der Schuldverschreibungen auf dem Markt in Bezug auf die Preise der betreffenden Kryptowährung beeinträchtigen und - falls eine solche Entwicklung ein Zwangsrückzahlungsereignis in Bezug auf die Schuldverschreibungen auslöst - dazu führen, dass die Emittentin eine Zwangsrückzahlungserklärung abgibt.

Hauptgesellschafter: Die Emittentin befindet sich zu 100 % im Besitz von BEM, die wiederum zu 100 % im Besitz von Bitwise Europe Ltd. ist, die wiederum zu 100 % im Besitz der Muttergesellschaft, der Dachgesellschaft

der Emittentin, ist. Als solche haben die Gesellschafter der Muttergesellschaft erheblichen Einfluss auf die Geschäftsführung der Emittentin. Es kann nicht garantiert werden, dass diese Gesellschafter oder ihre Vertreter ihre Stimmrechte in einer Weise ausüben, die der Emittentin oder den Anlegern zugutekommen.

Abhängigkeit von Ermächtigungen: Die Emittentin ist abhängig von der Ermächtigung von Wertpapierbörsen und der Zulässigkeit unter den Gesetzen und Vorschriften der Jurisdiktionen der jeweiligen Wertpapierbörsen, die Ausgabe und Notierung der Schuldverschreibungen fortzuführen. Jede Änderung der Zulassungsanforderungen, der Regulierung der Schuldverschreibungen oder der Akzeptanz der Kryptowährung als Basiswert könnte sich nachteilig auf die Emittentin und die Anleger der Schuldverschreibungen auswirken.

Angriffe von "Hackern" und Sabotage von außerhalb der Emittentin: Das gesamte Geschäft der Emittentin ist von einer bestimmten IT-Infrastruktur abhängig. Zusätzlich sind auch Dienstleister (z.B. der Administrator, die Zahlstelle und das Clearingsystem) auf IT-Systeme angewiesen, um Dienstleistungen für die Emittentin zu erbringen. Sowohl die IT-Systeme der Emittentin als auch die IT-Systeme der Dienstleister können von Kriminellen gehackt werden. Die Emittentin ist dem Risiko ausgesetzt, teilweise, vorübergehend oder sogar dauerhaft an der Ausübung ihrer Geschäftstätigkeit gehindert zu werden und sogar insolvent zu werden, und die Gläubiger der Schuldverschreibungen (die "**Anleihegläubiger**") können durch einen solchen Sicherheitsverstoß einen Teil ihres Investments oder gar ihr ganzes Investment in die Schuldverschreibungen verlieren.

1.3. BASISINFORMATIONEN ÜBER DIE WERTPAPIERE

1.3.1. Welches sind die wichtigsten Merkmale der Wertpapiere?

Bei den Schuldverschreibungen handelt es sich um besicherte Schuldverschreibungen. Die Schuldverschreibungen haben keinen festgelegten Fälligkeitstag. Die Schuldverschreibungen werden nicht verzinst. Jede Schuldverschreibung verbrieft das Recht des Anleihegläubigers, von der Emittentin (a) die Lieferung von Venice Token ("**VVV**" oder "**Kryptowährung**"), entsprechend dem Anspruch des Anleihegläubigers, zu einem beliebigen Geschäftstag gegenüber der Emittentin in Bezug auf jede Schuldverschreibung, ausgedrückt als der Betrag der Kryptowährung pro Schuldverschreibung und berechnet von der Emittentin nach eigenem Ermessen gemäß der nachstehenden Formel unter Bezugnahme auf den Kaiko VVV Reference Rate LDNLF ("*1.4.1 Feststellungsmethode des Ausgabepreises*") (der "**Kryptowährungsanspruch**") oder (b) die Zahlung eines gemäß den maßgeblichen Bestimmungen der Bedingungen der Schuldverschreibungen (die "**Anleihebedingungen**") bestimmten Barbetrags in USD zu verlangen. Die Verpflichtungen unter den Schuldverschreibungen begründen unmittelbare, nicht nachrangige und besicherte Verpflichtungen der Emittentin, die (i) untereinander, (ii) mit den Gesicherten Rückzahlungs-Verpflichtungen und Gesicherten Abwicklungs-Verpflichtungen (wie unten definiert) ("*1.3.3 Risiken im Zusammenhang mit der Freiwilligen Rückzahlung*") und (iii) mit jeder Verpflichtung der Emittentin, die Schuldverschreibungen auf ein Unternehmen zu übertragen, das von der Emittentin als autorisierter Teilnehmer (der "**Autorisierte Teilnehmer**") benannt wurde und der Autorisierte Teilnehmer zumindest den Kryptowährungsanspruch pro Schuldverschreibung, die gezeichnet oder erworben wird, auf das Verwahrstellen-Wallet, welches von der Coinbase Luxembourg S.A. betrieben wird (das "**Verwahrstellen Wallet**" und, solche Verpflichtungen, die "**Gesicherten Abwicklungsverpflichtungen**") übertragen hat, gleichrangig sind. Die Schuldverschreibungen sind frei übertragbar.

Die folgenden Rechte sind mit den Schuldverschreibungen verbunden:

***Sicherheiten*:** Verpfändung der gegenwärtigen und zukünftigen Rechte, Titel, Zinsen und der Vorteile durch die Emittentin zugunsten der Anleihegläubiger in, an und unter dem Verwahrstellen-Wallet, der Hinterlegten Kryptowährung und Verpfändung durch die Emittentin über das Emissionskonto und die im Besitz der Emittentin befindlichen Emittenteneigenen Schuldverschreibungen zugunsten der Anleihegläubiger (die "**Sicherheit**"). Einzelheiten der Konten und der Bedingungen der jeweiligen Verpfändungen sind in den Sicherheitendokumenten festgelegt, die zur Ansicht durch die Anleihegläubiger am Hauptgeschäftssitz der Emittentin (60 Bishopsgate, London EC2N 4AW, Vereinigtes Königreich) verfügbar sind.

***Staking*:** Die Emittentin ist berechtigt die Dienste eines Dienstleisters (der "**Staking Provider**") in Anspruch zu nehmen, um einige oder alle Einheiten der Kryptowährung, die Teil der Hinterlegten Kryptowährungen sind, zum Zwecke des Stakings einzusetzen. Alle Einheiten der Kryptowährung, die als Belohnung für diesen Prozess erhalten werden (vorbehaltlich anwendbarer Gebühren), bilden einen Bestandteil des Kryptowährungsanspruchs.

***Zwangsrückzahlung*:** Bei Eintritt bestimmter Ereignisse der Zwangsrückzahlung kann die Emittentin (ist jedoch nicht verpflichtet) zu jedem Zeitpunkt, gegenüber den Anleihegläubigern den Eintritt eines maßgeblichen Zwangsrückzahlungsereignisses bekannt zu geben (die "**Zwangsrückzahlungsmitteilung**") und die Schuldverschreibungen an dem in der Zwangsrückzahlungsmitteilung bestimmten Zwangsrückzahlungstag zu ihrem Zwangsrückzahlungspreis (wie unten definiert) zurückzahlen. Diese Ereignisse der Zwangsrückzahlung umfassen Ereignisse, die die Fortsetzung der Begebung von Schuldverschreibungen und/oder die Aufrechterhaltung ausstehender Schuldverschreibungen wirtschaftlich oder praktisch untragbar machen, wie z.B., das Inkrafttreten neuer Gesetze oder Verordnungen, durch die ein Erwerb von Lizenzen für die Emittentin erforderlich wird, damit sie ihre Verpflichtungen unter den Schuldverschreibungen erfüllen kann, Änderungen in der steuerlichen Behandlung der Kryptowährung, oder den Fall, dass die Emittentin von einem zuständigen Gericht

angewiesen oder anderweitig gesetzlich verpflichtet wird, eine Pflichtrückzahlung zu veranlassen. Eine solche Kündigung führt für die Anleihegläubiger zwangsläufig zur Rückzahlung der Schuldverschreibungen.

***Freiwillige Rückzahlung*:** Die Schuldverschreibungen haben keinen festgelegten Fälligkeitstag. Jeder Anleihegläubiger kann jedoch von der Emittentin aber die Rückzahlung seiner Schuldverschreibungen gegen physische Lieferung des Kryptowährungsanspruchs oder gegen Zahlung von USD (in Erfüllung seines auf die Kryptowährung bezogenen Lieferungsanspruchs) verlangen (die "**Freiwillige Rückzahlung**"). Im Falle einer Rückzahlung durch Zahlung eines Barbetrags, entspricht der Rückzahlungsbetrag dem Verkaufserlös des Kryptowährungsanspruchs unter Zuhilfenahme des Kryptowährungsausführungsverfahren (wie nachstehend definiert), soweit ein solches Verfahren in einem erfolgreichen Verkauf resultiert. Um seine Schuldverschreibungen kündigen zu können, muss der Anleihegläubiger (i) ein Rückzahlungsformular zusammen mit allen erforderlichen KYC Dokumenten einreichen, (ii) eine Rückzahlungsgebühr in Höhe von EUR 100,00 zahlen (vorbehaltlich bestimmter Ausnahmen) und (iii) die Schuldverschreibungen, bezüglich welcher das Recht auf Freiwillige Rückzahlung geltend gemacht wurde, zahlungsfrei auf das Emissionskonto übertragen. Falls ein Anleihegläubiger sein Recht auf Freiwillige Rückzahlung gegenüber der Emittentin oder gegenüber einem Autorisierten Teilnehmer geltend macht, fällt eine Ausübungsgebühr zusätzlich zur Rückzahlungsgebühr (falls anwendbar) an, in Höhe eines Betrages, der 2,50 Prozent des Kryptowährungsanspruchs für jede Schuldverschreibung, für die das Recht auf Freiwillige Rückzahlung geltend gemacht wurde, entspricht (die "**Ausübungsgebühr**"). Verkauft der Anleihegläubiger seine Schuldverschreibungen jedoch über die Börse, fallen keine Gebühren für die Rückzahlung gegenüber der Emittentin oder dem Autorisierten Teilnehmer an. Sofern ein Anleihegläubiger sein Recht auf Freiwillige Rückzahlung geltend macht und sich für eine Rückzahlung durch Zahlung eines Barbetrags entscheidet, wird die Emittentin eine Ausführungsstelle mit der Veräußerung der Kryptowährung entsprechend des jeweiligen Kryptowährungsanspruchs beauftragen (das "**Kryptowährungsausführungsverfahren**"). Die Verkaufserlöse des Kryptowährungsausführungsverfahrens (abzüglich etwaiger Gebühren im Zusammenhang mit der Veräußerung der Kryptowährung und der Übertragung des Barbetrags) werden zur Rückzahlung der Schuldverschreibung verwendet. Die Emittentin kann auch im Falle eines ganz oder teilweise fehlgeschlagenen Kryptowährungsausführungsverfahrens wählen, ob sie eine Ausübungsgebühr vom betreffenden Anleihegläubiger verlangt.

***Rückzahlung bei einem verzugsbegründenden Ereignis ("Event of Default")*:** Die Schuldverschreibungen gewähren jedem Anleihegläubiger für den Fall eines außerordentlichen Kündigungsgrundes (*Event of Default*) das Recht, die sofortige Rückzahlung des Kryptowährungsanspruchs zu verlangen.

***Anpassungen des Kryptowährungsanspruchs*:** Bei Eintritt bestimmter Ereignisse, die sich auf die zugrunde liegende Kryptowährung und/oder den Kryptowährungsanspruch auswirken (jeweils ein "**Anpassungsereignis**"), nimmt die Emittentin Anpassungen der Kryptowährung oder des Kryptowährungsanspruchs vor, wenn und soweit sie dies für erforderlich hält.

***Aussetzung von Rückzahlungen*:** Bei Eintritt bestimmter Ereignisse, die eine Störung in Bezug auf (i) den Handel der Kryptowährung, (ii) die von einem Dienstleister zu erbringenden Dienstleistungen, (iii) die Verwahrstelle und/oder das Protokoll einer anwendbaren Kryptowährung selbst oder (iv) Berechnungen in Bezug auf die Schuldverschreibungen (jeweils, ein "**Störungsereignis**"), kann die Emittentin die Rechte auf oder die Fristen für (i) die Stellung von Rückzahlungsanträgen, (ii) die Durchführung der Abwicklung von Rückzahlungen oder (iii) Rückzahlungs-, Abwicklungs- oder Zahlungstermine in Verbindung damit aussetzen.

1.3.2. Wo werden die Wertpapiere gehandelt?

Die Emittentin beabsichtigt die Zulassung der Schuldverschreibungen zum Handel im regulierten Markt der Frankfurter Wertpapierbörse zu beantragen. Ferner kann die Emittentin beschließen, die Schuldverschreibungen an anderen oder weiter regulierten Märkten zu notieren und/oder den Handel der Schuldverschreibungen an multilateralen Handelssystemen, organisierten Handelssystemen oder durch systematische Internalisierer im Sinne der Richtlinie 2014/65/EU des Europäischen Parlaments und des Rates vom 15. Mai 2014 über Märkte für Finanzinstrumente zu regeln.

1.3.3. Welches sind die zentralen Risiken, die für die Wertpapiere spezifisch sind?

Die folgenden zentralen Risiken können zu erheblichen Verlusten bei Anleihegläubigern führen. Jeder Anleihegläubiger muss die möglichen Verluste im Falle einer Veräußerung seiner Schuldverschreibungen oder bei Kapitalrückzahlungen tragen:

Risiken im Zusammenhang mit der Art der Schuldverschreibungen und den Anleihebedingungen

Verlustrisiko im Zusammenhang mit Staking: Bestimmte Proof-of-Stake-Protokolle sehen Strafen für Validierer vor, die fahrlässig oder böswillig Transaktionen auf den Protokollen validieren (die "**Staking-Strafen**"). Solche Staking-Strafen können auch aufgrund von versehentlichen Fehlern, technischen Problemen, Hacking und anderen böswilligen Aktivitäten verhängt werden. Die Staking-Strafen können sowohl den Verlust von Belohnungen als auch den Verlust von Einheiten der zugrunde liegenden Kryptowährung, die dem Staking unterliegt, umfassen. Wenn solche Staking-Strafen auf die Kryptowährungen angewendet werden, die von der Emittentin für das Staking verwendet werden, und die Emittentin nicht in der Lage ist, die Auswirkungen dieser Ereignisse auf den

Betrag der Gesicherten Verpflichtungen vollständig abzumildern oder zu kompensieren, weil der Staking Provider oder die Verwahrstelle nicht in der Lage sind, ihre Verpflichtungen gegenüber der Emittentin zu erfüllen, hat die Emittentin das Recht, den Kryptowährungsanspruch anzupassen. Dies führt effektiv zu einer Verringerung des Kryptowährungsanspruchs, sogar auf Null, so dass Anleger in solche Schuldverschreibungen einen Totalverlust ihrer Anlage erleiden können.

Risiken in Verbindung mit der verzögerten Hinterlegung von Staking Rewards: Während die von der Emittentin im Zusammenhang mit der Zeichnung der Schuldverschreibungen erhaltenen Einheiten der Kryptowährung direkt an die Verwahrstellen-Wallet übertragen werden und durch einen Sicherungsvertrag zugunsten der Anleihegläubiger abgesichert sind, werden die für das Staking erhaltenen Belohnungen ("**Staking Rewards**") nicht sofort ausgezahlt und an die Verwahrstellen-Wallet übertragen. Die Auszahlung und Übertragung solcher Staking Rewards unterliegt den Regeln des jeweiligen zugrunde liegenden Protokolls. Die Auszahlung und Übertragung der als Staking Rewards verdienten Einheiten der jeweiligen zugrundeliegenden Kryptowährung und die Hinterlegung dieser Staking Rewards in der Verwahrstellen-Wallet kann daher eine gewisse Zeitspanne in Anspruch nehmen, in der die Staking Rewards nicht Teil der Hinterlegten Kryptowährung sind. Dementsprechend können Anleihegläubiger im Falle eines Konkurses oder einer Liquidation des Staking Providers aus verschiedenen Gründen während dieses Zeitraums nicht ausreichend geschützt sein.

Anleihegläubiger sind dem Risiko von Verlusten ausgesetzt, wenn eine Rückzahlung in bar aufgrund fehlender Kaufaufträge oder Nichtverfügbarkeit des erforderlichen Referenzpreises scheitert: Im Falle einer Rückzahlung durch Zahlung eines Barbetrags muss die Emittentin ein Kryptowährungsausführungsverfahren veranlassen, um die Schuldverschreibungen zurückzuzahlen. Scheitert ein solches Kryptowährungsausführungsverfahren aus welchem Grund auch immer, insbesondere aufgrund einer Störung der Verfügbarkeit des Referenzpreises der zugrunde liegenden Kryptowährung, besteht für Anleihegläubiger das Risiko, dass eine Rückzahlung der Schuldverschreibungen gegen Barzahlung durch die Emittentin nicht möglich ist und die Schuldverschreibungen nur im Sekundärmarkt verkauft werden können.

Risiken im Zusammenhang mit der Freiwilligen Rückzahlung: Anleger der Schuldverschreibungen haben das Recht von der Emittentin eine Freiwillige Rückzahlung der Schuldverschreibungen gegen Zahlung des Kryptowährungsanspruchs zu fordern. Jedoch können Anleger möglicherweise nicht dazu in der Lage sein, dieses Recht geltend zu machen, wenn sie der Emittentin nicht genügend Informationen gemäß den Anleihebedingungen zur Verfügung stellen. Wenn außerdem Anleihegläubiger ihr Recht auf Freiwillige Rückzahlung durch Zahlung eines Barbetrags geltend machen, stellen die Verpflichtungen der Emittentin, USD an diesen Anleihegläubiger nach der Rückgabe der betreffenden Schuldverschreibungen an die Emittentin zu überweisen, unbesicherte Verpflichtungen der Emittentin dar. Nur Abwicklungsverpflichtungen, die im Zusammenhang mit der Freiwilligen Rückzahlung durch physische Lieferung der zugrunde liegenden Kryptowährung stehen (die "**Besicherten Rückzahlungs-Verpflichtungen**"), stellen besicherte Verpflichtungen der Emittentin dar. Ansprüche eines Anleihegläubigers auf Zahlungen von Barbeträgen aufgrund der Geltendmachung des Rechts auf Freiwillige Rückzahlung durch Zahlung eines Barbetrags werden erst erfüllt, wenn der jeweilige Anleihegläubiger die Schuldverschreibungen an die Emittentin geliefert hat. Während des Zeitraums von der Lieferung der Schuldverschreibungen bis zur tatsächlichen Zahlung von USD ist der jeweilige Anleihegläubiger nicht mehr Eigentümer der Schuldverschreibungen und hat auch keinen gesicherten Anspruch gegen die Emittentin.

Zwangsrückzahlung: Im Falle des Eintritts bestimmter Ereignisse, wie in den Anleihebedingungen näher beschrieben, kann die Emittentin jederzeit nach eigenem und absolutem Ermessen beschließen (sie ist jedoch nicht dazu verpflichtet), alle Schuldverschreibungen, jedoch nicht einen Teil davon, zu ihrem Zwangsrückzahlungspreis zu kündigen und zurückzuzahlen, der (i) dem Kryptowährungsanspruch; oder (ii) falls ein Anleihegläubiger sich für eine Rückzahlung durch Zahlung eines Barbetrags entscheidet, die Veräußerungserlöse aus dem Kryptoausführungsverfahren betreffend der Kryptowährung in Höhe des Kryptowährungsanspruchs am maßgeblichen Zwangsrückzahlungstag, abzüglich sämtlicher angemessener Gebühren Dritter aufgrund der Rückzahlung der Schuldverschreibungen, (der "**Zwangsrückzahlungspreis**") entspricht. Bei der Ausübung dieses Ermessens ist die Emittentin nicht verpflichtet, die Interessen der Anleihegläubiger zu berücksichtigen, und die Anleihegläubiger können weniger oder wesentlich weniger als ihre ursprüngliche Investition erhalten. Der als Barbetrag gezahlte Zwangsrückzahlungspreis der Schuldverschreibungen kann niedriger oder wesentlich niedriger sein als der entsprechende Preis der Kryptowährung, da die Emittentin versuchen wird, die Kryptowährung im Rahmen des Kryptowährungsausführungsverfahrens zu verkaufen, und alle mit der Veräußerung der Kryptowährung verbundenen, vorstehend beschriebenen Risiken gelten. Darüber hinaus könnte die Zwangsrückzahlung zu einer Veräußerung der Schuldverschreibungen aus steuerlichen Gründen durch einige oder alle Anleihegläubiger zu einem früheren Zeitpunkt als geplant oder erwartet führen, was zu einer nachteiligen steuerlichen Behandlung der Investition in die Schuldverschreibungen für diese Anleihegläubiger führen kann, als dies anderweitig möglich wäre, wenn die Investition für einen längeren Zeitraum aufrechterhalten würde.

Risiken im Zusammenhang mit Anpassungsereignissen: Bei Eintritt bestimmter Ereignisse in Bezug auf die zugrunde liegende Kryptowährung, die sich auf die zugrunde liegende Kryptowährung und/oder den Kryptowährungsanspruch auswirken und die Notwendigkeit von Anpassungen der zugrunde liegenden

Kryptowährung und/oder des Kryptowährungsanspruchs zur Folge haben (jeweils ein "**Anpassungsereignis**"), wird die Emittentin, sofern sie dies nach ihrem Ermessen für angemessen hält, (i) eine Anpassung des Kryptowährungsanspruchs vornehmen, um die wirtschaftlichen Auswirkungen eines solchen Ereignisses auf die Schuldverschreibungen zu berücksichtigen, (ii) planmäßige Neugewichtungen des Index aussetzen, oder (iii) den maßgeblichen zugrunde liegenden Index durch einen vergleichbaren neuen Index ersetzen. Je nach der konkreten von der Emittentin als Reaktion auf ein Anpassungsereignis ergriffenen Maßnahme können sich der Wert der Kryptowährungsansprüche und der Schuldverschreibungen unterschiedlich entwickeln, und die Rendite für die Anleihegläubiger kann niedriger (oder erheblich niedriger) ausfallen, als dies der Fall gewesen wäre, wenn das Anpassungsereignis nicht eingetreten wäre.

Risiken im Zusammenhang mit der Sicherheit der Schuldverschreibungen

Die zur Besicherung der Schuldverschreibungen gewährten Sicherheiten können nicht vollstreckt werden oder die Vollstreckung der Sicherheiten kann sich verzögern: Die Emittentin hat sich verpflichtet (vorbehaltlich bestimmter Ausnahmen), einen Betrag der Kryptowährung, der mindestens dem Betrag Besicherter Verpflichtungen entspricht, bei der Verwahrstelle zu hinterlegen und ein Sicherungsrecht bezüglich der Rechte und Ansprüche an und aus der Verwahrstellen-Wallet zugunsten der Anleihegläubiger zu schaffen. Diese Sicherungsvereinbarungen reichen aus verschiedenen Gründen möglicherweise nicht aus, um die Anleihegläubiger im Falle des Konkurses oder der Liquidation der Emittentin oder der Verwahrstelle zu schützen.

Risiken im Zusammenhang mit VVV als zugrunde liegende Kryptowährung

Preisvolatilität (Preisschwankungen) der Kryptowährung: Der Wert der Schuldverschreibungen wird durch den Preis der Kryptowährung, als zugrunde liegende Kryptowährung, beeinflusst. Die Preise der Kryptowährung schwanken stark und können beispielsweise durch globale und regionale politische, wirtschaftliche oder finanzielle Ereignisse, regulatorische Ereignisse oder Stellungnahmen von Aufsichtsbehörden, Anlagegeschäften, Absicherungsgeschäften oder anderen Aktivitäten eines breiten Spektrums von Marktteilnehmern, Teilungen in zugrundeliegenden Protokollen, Störungen der Infrastruktur oder Mittel, mit denen Kryptoanlagen hergestellt, verteilt, gespeichert und gehandelt werden beeinflusst werden. Der Preis der Kryptowährung kann sich auch aufgrund des veränderten Vertrauens der Anleger in die Zukunftsaussichten der Anlageklasse ändern. Merkmale der Kryptowährung und Divergenz der geltenden Regulierungsstandards schaffen das Potenzial für Marktmissbrauch und können zu hohen Preisschwankungen führen. Beträge, die die Anleihegläubiger (i) bei Rückzahlung der Anleihe in USD, in Fällen, in denen es Anleihegläubigern aus rechtlichen oder regulatorischen Gründen untersagt ist, die Kryptowährung zu erhalten, oder (ii) beim Verkauf an der Börse erhalten, hängen von der Preisentwicklung der Kryptowährung und der verfügbaren Liquidität ab.

Risiken im Zusammenhang mit der Zulassung der Wertpapiere zum Handel

Risiken im Zusammenhang mit der Zulassung zum Handel: Der Handelspreis der Schuldverschreibungen könnte sinken sobald sich die Bonität der Emittentin oder mit der Emittentin verwandten Parteien verschlechtert oder den Anschein hat sich zu verschlechtern, unabhängig von der Tatsache, dass die Schuldverschreibungen durch das gegenwärtige Halten der Kryptowährung besichert sind. Es besteht das Risiko, dass Dritte nur mit einem wesentlichen Preisabschlag im Verhältnis zum Preis für die Kryptowährung bereit sind, die Schuldverschreibungen zu kaufen. Diese kann wiederum in einem Verlust für die Anleihegläubiger resultieren.

Steuerrisiken im Zusammenhang mit den Schuldverschreibungen

Steuerliches Risiko im Zusammenhang mit der zugrunde liegenden Kryptowährung:

Die Besteuerung der zugrunde liegenden Kryptowährung und damit verbundener Unternehmen kann je nach Rechtsordnung erheblich variieren und unterliegt erheblichen Änderungen. Der rechtliche Status der zugrunde liegenden Kryptowährung bleibt unbestimmt. Dementsprechend ist die Art und Weise, wie die zugrunde liegende Kryptowährung besteuert wird, von Land zu Land unterschiedlich. Vor einer Entscheidung über eine Investition in die Schuldverschreibungen sollten Anleger ihren örtlichen Steuerberater in Steuerfragen konsultieren.

Die Emittentin kann einem erheblichen Steuerrisiko ausgesetzt sein. Jede wesentliche Belastung kann die Fähigkeit der Emittentin beeinträchtigen, die Notierung der Schuldverschreibungen aufrechtzuerhalten, und, falls eine solche steuerliche Belastung zur Insolvenz führt, ihren Geschäftsbetrieb anderweitig wie erwartet fortzuführen. Darüber hinaus kann die Verwirklichung bestimmter Steuerrisiken dazu führen, dass die Emittentin eine Zwangsrückzahlungsmitteilung abgibt.

1.4. BASISINFORMATIONEN ÜBER DAS ÖFFENTLICHE ANGEBOT VON WERTPAPIEREN UND/ODER DIE ZULASSUNG ZUM HANDEL AN EINEM REGULIERTEN MARKT

1.4.1. Zu welchen Konditionen und nach welchem Zeitplan kann ich in dieses Wertpapier investieren?

Die Bedingungen und der Zeitplan für die Investition in die Schuldverschreibungen werden nachstehend aufgeführt.

Die Emittentin wird bis zu 2.000.000.000 Schuldverschreibungen emittieren, welche mittels VVV besichert sind.

***Erwerb der Schuldverschreibungen*:** Im Primärmarkt können die Schuldverschreibungen direkt von der Emittentin nur durch Autorisierte Teilnehmer und nur mit der Kryptowährung erworben werden. Anleger, die keine Autorisierten Teilnehmer sind, können die Schuldverschreibungen im Sekundärmarkt erwerben, entweder (i) von einem Autorisierten Teilnehmer in Übereinstimmung mit den jeweils geltenden Verkaufsbeschränkungen, (ii) über eine Börse durch ihren Broker oder (iii) außerbörslich von einem beliebigen Dritten. In diesem Zusammenhang wurden Flow Traders B.V., DRW Europe B.V. und Virtu Financial Ireland Limited als Autorisierte Teilnehmer benannt. Die Angebotsfrist beginnt am 10. November 2026 und ist bis zum (i) Ablauf der Gültigkeit des Basisprospekts oder (ii) dem Ablauf der Gültigkeit eines neuen, dem Basisprospekt unmittelbar nachfolgenden Basisprospekts, je nachdem welcher Zeitpunkt später eintritt, geöffnet, vorbehaltlich einer Verkürzung der Frist. Ein öffentliches Angebot erfolgt in den unter "*1.1 Einleitung und Warnhinweise*" genannten Ländern, vorbehaltlich der geltenden Verkaufsbeschränkungen.

***Bedingungen und technische Einzelheiten des Angebots*:** Das Angebot ist nicht an Bedingungen oder Fristen gebunden, mit Ausnahme der Frist, welche sich aus dem Gültigkeitszeitraum des Basisprospekts ergibt, wie unter "*Erwerb der Schuldverschreibungen*" beschrieben. Es gibt keine Möglichkeit, die Zeichnung zu reduzieren. Es wurden keine Mindest- oder Höchstzeichnungsbeträge festgelegt. Finanzintermediäre (einschließlich Autorisierte Teilnehmer), die die Schuldverschreibungen anbieten, können jedoch beim Anbieten der Schuldverschreibungen nach eigenem und absolutem Ermessen Mindest- oder Höchstzeichnungsbeträge festlegen.

Die Schuldverschreibungen können im Primärmarkt entweder mit der Kryptowährung, Euro, USD oder einer anderen Papierwährung oder Kryptowährung gekauft werden, wie jeweils von dem die Schuldverschreibungen anbietenden Finanzintermediär bestimmt. Jedoch können Schuldverschreibungen, die direkt von der Emittentin im Primärmarkt gekauft werden, nur mit der Kryptowährung und nur durch Autorisierte Teilnehmer erworben werden. Die Schuldverschreibungen werden via Buchung (*Book-Entry*) über das Clearingsystem und seine kontoführenden Banken geliefert.

***Feststellungsmethode des Ausgabepreises*:** Der Ausgabepreis für Autorisierte Teilnehmer entspricht dem Kryptowährungsanspruch zuzüglich einer Zeichnungsgebühr. Der Kryptowährungsanspruch wird nach der folgenden Formel ermittelt:

$$CE_{(t)} = CE_{(t-1)} * \left(1 - \frac{DER}{365}\right) + \frac{SR_{(t-x)}}{N_{(t-x)}}(1 - DSC)$$

Wobei gilt:

"$\boldsymbol{CE_{(t)}}$" bezeichnet den Kryptowährungsanspruch am Tag "t" Tage nach dem Begebungstag;

"$\boldsymbol{CE_{(t-1)}}$" bezeichnet den Kryptowährungsanspruch am vorherigen Tag vor dem Tag "t" Tage nach dem Begebungstag;

"$\boldsymbol{CE_{(0)}}$" oder "**Anfänglicher Kryptowährungsanspruch**" bezeichnet den Kryptowährungsanspruch am Begebungstag;

"$\boldsymbol{DER}$" bezeichnet die Verminderte Anspruchsrate. Die Verminderte Anspruchsrate bezeichnet die Verwaltungsgebühr, ausgedrückt als die Rate, zu der der Kryptowährungsanspruch sich über die Zeit verringert;

"$\boldsymbol{SR_{(t-x)}}$" bezeichnet die seit dem Tag "x" Tage vor dem Tag "t" Tage nach dem Begebungstag erhaltenen (sowohl verdient als auch aufgelaufen) Staking Rewards, ausgedrückt in der maßgeblichen Kryptowährung. Sollten aus irgendeinem Grund an einem bestimmten Tag (oder bestimmten Tagen) die Staking Rewards oder Berichte über die Staking Rewards nicht eingehen oder nicht erhältlich sind (ein solches Ereignis wird als „**Staking Rewards Verzögerung**" bezeichnet), wird die Emittentin nach billigem Ermessen und in Übereinstimmung mit der akzeptierten Marktpraxis die Staking Rewards für den Zeitraum der der Staking Rewards Verzögerung schätzen. Sobald die Staking Rewards Verzögerung beendet ist und die Staking Rewards oder Berichte über die Staking Rewards tatsächlich bei der Emittentin eingegangen sind, wird die Emittentin die Differenz bei den Staking Rewards pro Schuldverscheribung ausgleichen, jedoch nur für diejenigen Anleihegläubiger, die die Schuldverschreibungen nach Beendigung der Staking Rewards Verzögerung gezeichnet oder zurückgezahlt haben. Bei der Berichtigung der Differenz der Staking Rewards pro Schuldverschreibung ist die Emittentin berechtigt, nach eigenem Ermessen, in gutem Glauben und in wirtschaftlich angemessener Weise zu entscheiden, ob es ihrer Meinung nach angemessen ist, eine oder mehrere Anpassungen des Kryptowährungsanspruchs vorzunehmen, um die wirtschaftlichen Auswirkungen einer Staking Rewards Verzögerung nach deren Beendigung zu berücksichtigen. Im Falle laufender Zeichnungs- und/oder Rückzahlungsprozesses haben die Anleihegläubiger Anspruch auf einen angepassten Kryptowährungsanspruch pro Schuldverschreibung, der anhand der Schätzung der Staking Rewards durch die Emittentin zu berechnen ist;

"**x**" bezeichnet eine Anzahl von Tagen, die der Erwarteten Bindungsdauer der jeweiligen Kryptowährung entspricht;

"$\boldsymbol{N_{(t-x)}}$" bezeichnet die Anzahl der ausstehenden Schuldverschreibungen am Tag "x" Tage vor dem Tag "t" Tage nach dem Begebungstag; und

"**DSC**" bezeichnet die auf die Staking Rewards anfallenden Gebühren.

Der Ausgabepreis für Anleger, die keine Autorisierten Teilnehmer sind, wird fortlaufend festgelegt.

Zum Begebungstag beträgt der Kryptowährungsanspruch 0,5 VVV pro Schuldverschreibung, d.h. Autorisierte Teilnehmer, die Schuldverschreibungen von der Emittentin erwerben, würden pro 0,5 VVV eine Schuldverschreibung erhalten. Zusätzlich erhebt die Emittentin von den Autorisierten Teilnehmern eine Zeichnungsgebühr von bis zu 0,50 Prozent von 0,5 VVV. Wenn ein Investor eine Schuldverschreibung von einem Autorisierten Teilnehmer mit Euro erwirbt, würde der Eurogegenwert des Kryptowährungsanspruchs zum 19. Oktober 2026, basierend auf dem Wert von VVV von Euro 20,97 Euro 10,48 betragen. Da jedoch jeder Autorisierte Teilnehmer nach eigenem Ermessen eine Zeichnungsgebühr von dem Investor, an den er die Schuldverschreibungen verkauft, verlangen kann, ist der Kaufpreis für eine Schuldverschreibung gegebenenfalls höher als Euro 10,48.

***Kosten*:** Die geschätzten Gesamtkosten der Emission und/oder des Angebots belaufen sich auf EUR 35.500. Die Emittentin erhebt von den Autorisierten Teilnehmern eine Zeichnungsgebühr von bis zu 0,50 Prozent des Kryptowährungsanspruchs der Schuldverschreibungen. Die Emittentin hat keinen Einfluss darauf, ob und in welchem Umfang der jeweilige Autorisierte Teilnehmer zusätzliche Gebühren erhebt. Diese Gebühren können je nach Autorisiertem Teilnehmer variieren.

1.4.2. Weshalb wird dieser Basisprospekt erstellt?

1.4.2.1. Gründe für das Angebot bzw. für die Zulassung zum Handel an einem geregelten Markt

Die Emittentin beabsichtigt, mit der Ausgabe der Schuldverschreibungen Gewinne zu erzielen. Die Emittentin erzielt Gewinne durch die Erhebung von Zeichnungsgebühren, bestimmter Gebühren für die Rückzahlung und der Verminderten Anspruchsrate.

1.4.2.2. Zweckbestimmung der Erlöse und geschätzten Nettoerlöse

Die Schuldverschreibungen werden von der Emittentin mit der Kryptowährung gekauft. Kryptowährung, welche die Emittentin durch die Zeichnung der Schuldverschreibungen erhält, werden auf das Verwahrstellen-Wallet übertragen und mittels Sicherungsvereinbarung zugunsten der Anleihegläubiger, des Sicherheitentreuhänders sowie eines gemeinsamen Gläubigervertreters (sofern einer benannt wird) besichert. Basierend auf der Annahme, dass insgesamt 2.000.000.000 Einheiten von Schuldverschreibungen verkauft werden und basierend auf dem VVV Wert von EUR 20,97 (zum 19. Oktober 2026) betragen die Nettoerlöse für jede 10.000 Einheiten von Schuldverschreibungen EUR 104.850.

1.4.2.3. Übernahmevertrag

Die Emittentin hat keinen Übernahmevertrag abgeschlossen.

1.4.2.4. Wesentliche Interessenkonflikte in Bezug auf das Angebot oder die Zulassung zum Handel

Es gibt keine wesentlichen Interessen, insbesondere keine wesentlichen Interessenkonflikte im Zusammenhang mit dem öffentlichen Angebot oder der Zulassung zum Handel.