BASE PROSPECTUS

VanEck ETP AG

(a society limited by shares incorporated in Liechtenstein)

for the issue of notes under the

VANECK EXCHANGE TRADED NOTE PROGRAMME

31 August 2026

This Base Prospectus was approved by the Liechtenstein Financial Markets Authority on 31 August 2026 and is valid until 31 August 2027. This Base Prospectus is a succeeding Base Prospectus continuing the offer of ETNs made by the Issuer for the first time on the basis of a Base Prospectus approved by the Liechtenstein Financial Markets Authority on 28 September 2020 and continued on the basis of a Base Prospectus dated 27. September 2021, 26 September 2022, 26 September 2023, 26 September 2024 and 26 September 2025. This Base Prospectus as well as the preceding Base Prospectuses are available for inspection and download at www.vaneck.com.

In case of significant new factors, material mistakes or material inaccuracies the Issuer is obliged to establish a supplement to the Prospectus. The Issuers obligation to supplement a prospectus does not apply when a prospectus is no longer valid.

VANECK EXCHANGE TRADED NOTE PROGRAMME

Under the VanEck Exchange Traded Note Programme described in this Base Prospectus (the "**Programme**"), VanEck ETP AG (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue collateralised exchange traded securities (the "**Notes**") which seek to provide exposure to digital assets on the terms set out herein, as completed by the final terms in respect of the relevant Notes (the "**Final Terms**").

The Issuer has already issued the following products, which are continued to be offered on the basis of this succeeding Base Prospectus:

VanEck Ethereum ETN	VETH	ISIN	DE000A3GPSP7
VanEck Bitcoin ETN	VBTC	ISIN	DE000A28M8D0
VanEck Polkadot ETN	VDOT	ISIN	DE000A3GSUC5
VanEck Solana ETN	VSOL	ISIN	DE000A3GSUD3
VanEck TRON ETN	VTRX	ISIN	DE000A3GSUE1
VanEck Avalanche ETN	VAVA	ISIN	DE000A3GV1T7
VanEck Crypto Leaders ETN	VTOP	ISIN	DE000A3GWEU3
VanEck Polygon ETN	VPOL	ISIN	DE000A3GV1U5
VanEck Algorand ETN	VGND	ISIN	DE000A3GWNE8
VanEck Chainlink ETN	VLNK	ISIN	DE000A3GXNV0
VanEck Smart Contract Leaders ETN	VSMA	ISIN	DE000A3GXNT4
VanEck Pyth ETN	VPYT	ISIN	DE000A4A5Z07
VanEck Sui ETN	VSUI	ISIN	DE000A4A5Z72
VanEck Celestia ETN	VTIA	ISIN	DE000A4AKZB4
VanEck Hyperliquid ETN	VHRL	ISIN	DE000A4AT2X6

The VanEck FTX Token ETN (ISIN DE000A3GWNC2) issued by the Issuer on the basis of a preceding Base Prospectus has been redeemed in September 2024. The VanEck Terra ETN (ISIN DE0003GWND0) issued by the Issuer on the basis of a preceding Base Prospectus has been redeemed in January 2023.

The Issuer will issue further products on the basis of this Base Prospectus.

The Notes are designed to provide institutionalised professional investment solutions for investors who wish to gain exposure to digital assets without having to open their own digital assets accounts or maintain digital asset wallets in order to hold the digital assets directly.

Investors of each Series of the Notes are entitled to receive a defined number of digital assets out of a portfolio of assets (the "**Series Assets**") which will be selected and managed in order to replicate the composition , to the extent practicable the value and yield performance (before fees and expenses) of an index. The relevant index for each Series will reference one or more digital assets as specified in the section "Description of the Indices". The return on a Series of Notes will be linked to the daily performance of the Series Assets underlying that Series.

The aggregate number of Notes issued under the Programme will not at any time exceed 1,000,000,000.- per Series of Notes.

Notes will be issued in Series (as defined in the section entitled "**Description of the Programme**") and each Series will be secured in favour of the Collateral Agent (as defined herein) for the benefit of the investors ("**Noteholders**") by security over the Series Assets (as defined herein). Claims against the Issuer by holders of the Notes of a particular Series or of any other party to a Series Document in respect of that Series, will be limited to the Series Assets applicable to that Series. During the term of the Notes and on enforcement of the security over the Series Assets, claims of the Noteholders will be subordinated to the claims of, among others, the Collateral Agent and any other claims specified in the relevant Collateral Agent & Pledge Agreement ("**CA Pledge Agreement**") or applicable law that rank in priority to the Notes.

The obligations of the Issuer under each Series of Notes are limited to the Series Assets. If, in case of enforcement of the security over the Series Assets for a Series of Notes, the assets or proceeds thereof are not sufficient to satisfy all claims then due in respect of the Notes of that Series and, if applicable, the claims of any other Series Parties (as defined in the Final Terms), no other assets of the Issuer (if any) will be available to meet any shortfall. The Issuer will not be obliged to deliver further assets or make any further payments in excess of such assets or their net proceeds and no debt shall be owed by the Issuer in respect of such shortfall. Therefore, the Noteholders, or any person on their behalf, will not be able to successfully take any action against the Issuer (including instituting, or joining with any other person in bringing,

instituting or joining, insolvency or examinership proceedings (whether court based or otherwise) in relation to the Issuer) to recover any such shortfall.

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

Products issued under this Programme do not qualify as units of a collective investment scheme according to the relevant provisions of Liechtenstein Law, such as UCITS, AIFMG or IUG. Contrary to investment fund products or entities managing and offering investment funds, neither the products issued under this Prospectus nor the Issuer are licensed or supervised by the Liechtenstein Financial Markets Authority. The rights and legal position of investors acquiring products under this Prospectus are limited recourse claims against the Issuer and are not comparable with rights and the legal position an investor has when acquiring units in an investment fund.

This Base Prospectus has been approved by the Liechtenstein Financial Markets Authority, Landstrasse 109, 9490 Vaduz, Principality of Liechtenstein (the "**FMA**"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") on 31 August 2026. The FMA only approves a security prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the Issuer or a confirmation of the quality of the securities offered under this Prospectus. Investors are advised to make their own assessment as to the suitability of investing in the securities.

The Issuer has requested the FMA to notify the approval of the Base Prospectus in accordance with Chapter 5 of the Prospectus Regulation to the competent Financial Markets Authorities of Austria, Denmark, Finland, France, Germany, Italy, Luxembourg, the Netherlands, Norway, Spain, Sweden, Portugal and Poland by providing them, inter alia, with certificates of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation. The Issuer may request the FMA to provide competent authorities in other EEA Member States with such certificates whether for the purposes of making a public offer in such Member States or for admission to trading of all or any Series of Notes on a regulated market therein or both.

The Base Prospectus is further registered for distribution in Switzerland. The Notes issued under the Base Prospectus are admitted to trading at one or more of Deutsche Börse Xetra, Euronext Amsterdam, Euronext Paris and/or SIX Swiss Exchange. The Issuer may make application to additional stock exchanges and regulated or unregulated markets including multilateral trading facilities within the EEA or abroad for certain Series of Notes issued on the basis of this Base Prospectus to be admitted to trading. There can be no assurance that any application for listing will be successful or that, if successful, the admission to listing will be maintained for the term of the Notes. The Issuer reserves the right not to make applications for certain Series of Notes or to subsequently unlist certain Series of Notes.

To the extent that the Notes are distributed to retail investors in an European Economic Area ("EEA") jurisdiction and/or Switzerland (as applicable), the Issuer must publish a key information document ("KID") in respect of each Series of Notes for retail investors located in the EEA, pursuant to the PRIIPs Regulation EU No 1286/2014, as may be amended from time to time.

The Notes are complex, structured products involving a significant degree of risk. In particular, an investment in Notes giving exposure to the Series Assets is only appropriate for investors who understand the risk associated with the Series Assets. Prospective purchasers of Notes should obtain their own independent accounting, tax and legal advice and should consult their own professional investment advisors in order to determine the merits and risks of an investment in the Notes and the suitability to them of an investment in them in the light of their own circumstances and financial condition. The Notes involve a high degree of risk and potential investors should be prepared to sustain a loss of all or part of their investment. See "Risk Factors" on page 11 and following.

This Base Prospectus does not describe all of the risks of an investment in the Notes. This Base Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger, the Collateral Agent, the Issuing and Paying Agent, the Custodian or any other Series Party that any recipient of this Base Prospectus should purchase the Notes.

Arranger

VanEck (Europe) GmbH

Custodian

Bank Frick & Co AG

Collateral Agent

VanEck (Europe) GmbH

Issuing & Paying Agent

Quirin Privatbank AG

Calculation Agent

VanEck (Europe) GmbH

Authorised Participants

(as named on the Issuers website)

IMPORTANT NOTICES

VanEck ETP AG, having its registered office at Schaanerstrasse 99, 9490 Vaduz, Liechtenstein ("the Issuer") accepts responsibility for all information contained in this document. To the best of the knowledge of the Issuer, who has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

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

The information in the section of this Base Prospectus headed "Description of the Indices" consists only of extracts from, or summaries of, publicly available information. Such publicly available information was not prepared in connection with the offering of the Notes. The Issuer accepts responsibility for the accurate reproduction of such information. As far as the Issuer is aware and is able to ascertain from information published by the relevant Index Administrator, no facts have been omitted which would render such reproduced information inaccurate or misleading.

The information in the section of this Base Prospectus headed "The Arranger and the Calculation Agent" consists only of information provided to the Issuer by VanEck (Europe) GmbH, having its registered office at Kreuznacher Strasse 30, 60486 Frankfurt am Main, Germany (the "Arranger and Calculation Agent"). The Issuer accepts responsibility for the accurate reproduction of such information. As far as the Issuer is aware and is able to ascertain from information published by VanEck (Europe) GmbH, no facts have been omitted which would render such reproduced information inaccurate or misleading.

The information in the section of this Base Prospectus headed "The Collateral Agent" consists only of information provided to the Issuer by the Collateral Agent VanEck (Europe) GmbH. The Issuer accepts responsibility for the accurate reproduction of such information. As far as the Issuer is aware and is able to ascertain from information published by the Collateral Agent, if any, no facts have been omitted which would render such reproduced information inaccurate or misleading.

The information in the section of this Base Prospectus headed "The Custodian" consists only of information provided to the Issuer by Bank Frick & Co AG, having its registered office at Landstrasse 14, 9496 Balzers, Liechtenstein. The Issuer accepts responsibility for the accurate reproduction of such information. As far as the Issuer is aware and is able to ascertain from information published by Bank Frick & Co AG, no facts have been omitted which would render such reproduced information inaccurate or misleading.

This Base Prospectus has been prepared on a basis that it permits offers that are not made within an exemption from the requirement to publish a prospectus under Article 3.2 of the Prospectus Regulation ("Non-exempt Offers") in Liechtenstein, Austria, Denmark, Finland, France, Germany, Italy, Luxembourg, the Netherlands, Norway, Spain, Sweden, Poland, Portugal and Switzerland (the "Non-exempt Offer Jurisdictions"). Any person making or intending to make a non-exempt Offer of Notes on the basis of this Base Prospectus must do so only with the Issuer's consent as described below. In the context of any Non-exempt Offer of Notes, the Issuer accepts responsibility in the Non-exempt Offer Jurisdictions, for the content of this Base Prospectus in relation to any person (an "Investor") who purchases any Notes in a Non-exempt Offer made by an Authorised Participant (as defined below), where that offer is made during the Offer Period (as defined below).

Except in the circumstances described below, the Issuer has not authorised the making of any offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any offer of the Notes in any jurisdiction. Any offer made without the consent of the Issuer is unauthorised and neither the Issuer nor, for the avoidance of doubt, the Arranger accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Non-exempt Offer, an Investor is offered Notes by a person which is not an Authorised Participant, the Investor is advised to check with such person whether anyone is responsible for this Base Prospectus for the purpose of the relevant Non-exempt Offer and, if so, who that person is. If an Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, the Investor is advised to take legal advice.

The Issuer consents to the use of this Base Prospectus (as supplemented at the relevant time, if applicable) in connection with any Non-exempt Offer of a Series of Notes in the Non-exempt Offer Jurisdiction(s) specified in the relevant Final Terms during the Offer Period by or to each of the following financial intermediaries (each, an "Authorised Participant"):

(i) any person or entity expressly named as an Authorised Participant in the Final Terms; or

(ii) any person or entity expressly named as an Authorised Participant on the Issuer's website: www.vaneck.com (in which case, its name and address will be published on the Issuer's website).

The consent referred to above relates to Offer Periods occurring within 12 months from the date of this Base Prospectus.

Arrangements between an Investor and the Authorised Participant who will distribute the Notes

Neither the Issuer nor, for the avoidance of doubt, the Arranger, the Custodian, the Paying Agents, the Collateral Agent, the Issuing and Paying Agent or the Calculation Agent have any responsibility for any of the actions of any Authorised Participant, including compliance by an Authorised Participant with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

An Investor intending to acquire or acquiring any Notes from an Authorised Participant will do so, and offers and sales of the Notes to such Investor by an Authorised Participant will be made, in accordance with any terms and other arrangements in place between that Authorised Participant and such Investor including as to price, allocations and settlement arrangements (the "Terms and Conditions of the Non-exempt Offer"). The Issuer will not be a party to any such arrangements with such Investor and, accordingly, this Base Prospectus does not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to such Investor by that Authorised Participant at the time the offer is made. None of the Issuer or, for the avoidance of doubt, any other Authorised Participants has any responsibility or liability for such information.

The Authorised Participants, the Arranger, the Custodian, the Paying Agents, the Collateral Agent, the Issuing and Paying Agent and the Calculation Agent have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Authorised Participant(s), the Arranger, the Custodian, the Paying Agents, the Collateral Agent, the Issuing and Paying Agent and the Calculation Agent as to the accuracy or completeness of the financial information contained herein, or any other financial statements or any further information supplied in connection with the Programme or any of the Notes or their distribution.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other financial statements or further information supplied pursuant to the terms of the Programme or any of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by any of the Issuer, any Authorised Participant, the Arranger, the Custodian, the Paying Agents, the Collateral Agent, the Issuing and Paying Agent and the Calculation Agent.

Neither this Base Prospectus nor any further information supplied pursuant to the terms of the Programme or the Notes are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or constituting an invitation or offer by or on behalf of any of the Issuer or any Authorised Participant, the Arranger, the Custodian, the Paying Agents, the Collateral Agent, the Issuing and Paying Agent, the Calculation Agent or any other Series Party that any recipient of this Base Prospectus or any further information supplied pursuant to the terms of the Programme or any of the Notes should subscribe for or purchase any of the Notes. Each investor contemplating purchasing any of the Notes is advised to make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

The delivery of the Base Prospectus does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied pursuant to the terms of the Programme or any of the Notes is correct as of any time subsequent to the date indicated in the document containing the same.

Each of the Authorised Participants, the Arranger, the Custodian, the Paying Agents, the Collateral Agent, the Issuing and Paying Agent and the Calculation Agent expressly does not undertake to review the financial condition or affairs of the Issuer or the validity, effectiveness or adequacy of any security provided by the Issuer during the term of the Programme.

Any investment in the Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the banks of Liechtenstein or elsewhere. The Issuer is not and will not be regulated by the Liechtenstein FMA as a result of issuing the Notes.

For a description of certain restrictions on offers and sales of Notes and on the distribution of this Base Prospectus, see the section headed "Subscription and Sale".

All references in this document to "£", "pounds", "Pounds Sterling" and "Sterling" are to the lawful currency of the United Kingdom, all references to "$", "US$", "USD" and "US dollars" are to the lawful currency of the United States of America references to "CHF" and "Swiss Francs" are references to the lawful currency of Switzerland and references to "€", "euro" and "EUR", are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union. For the avoidance of doubt, the websites referred to in this document and the contents thereof do not form part of this Base Prospectus unless explicitly specified.

Benchmark Administrator

Under Regulation (EU) 2016/1011 (the "Benchmark Regulation"), benchmark administrators should apply for authorisation or registration as an administrator before 1 January 2020. Upon such authorisation or registration, the benchmark administrator or the benchmark will appear on the register of administrators and benchmarks maintained by the ESMA pursuant to Article 36 of the Benchmark Regulation. As at the date of this Base Prospectus, the Issuer intends to only use benchmarks with an administrator indicated in the ESMA register within the meaning of the Benchmark Regulation for any of the Series of Notes issued on the basis of this Base Prospectus.

The expression "Prospectus Regulation" means Regulation (EU) 2017/1129 and includes any delegated acts (such as Commission Delegated Regulations (EU) 2019/979 and 2019/980) and relevant implementing measure in each Relevant Member State.

Index

IMPORTANT NOTICES 5

SUMMARY 10

RISK FACTORS 11

I. RISK FACTORS RELATING TO THE ISSUER 11

II. RISK RELATING TO THE NOTES 12

III. RISK RELATING TO THE UNDERLYING ("DIGITAL ASSETS") 14

DESCRIPTION OF THE PROGRAMME 26

ECONOMIC OVERVIEW OF THE NOTES 36

DESCRIPTION OF THE SERIES ASSETS 43

DESCRIPTION OF THE INDICES 44

DESCRIPTION OF THE DIGITAL ASSETS 59

SUPPLEMENTS 67

PURPOSE OF FINAL TERMS 68

TERMS AND CONDITIONS OF THE NOTES 69

1. DEFINITIONS 70
2. FORM AND TITLE 76
3. CONSTITUTION AND STATUS 76
4. NOTE VALUE 77
5. SECURITY 77
6. RESTRICTIONS 80
7. REDEMPTION 82
8. DISRUPTION EVENTS, ADJUSTMENTS EVENTS AND POSTPONEMENT 86
9. PAYMENTS, CALCULATIONS, AGENTS AND RECORDS 87
10. PRESCRIPTION 90
11. EVENTS OF DEFAULT 90
12. ENFORCEMENT 91
13. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER, SUBSTITUTION AND RESTRICTIONS 92
14. REPLACEMENT OF NOTES 94
15. ISSUE OF FURTHER SERIES OF NOTES 94
16. NOTICES 96
17. RELEVANT CLEARING SYSTEM 96
18. GOVERNING LAW AND JURISDICTION 96

FORM OF FINAL TERMS 98

SETTLEMENT AND CLEARING OF NOTES 104

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM 105

SUMMARY OF THE SERIES DOCUMENTS 107

COLLATERAL AGENT & PLEDGE AGREEMENT 107

AGENCY AGREEMENT 107

CALCULATION AGENCY AGREEMENT 108

CUSTODY AGREEMENT 108

AUTHORISED PARTICIPANT AGREEMENT 108

OPERATING PROCEDURES AGREEMENT 109

DIGITAL ASSETS CUSTODY 110

THE ISSUER 112

THE ARRANGER AND CALCULATION AGENT 116

THE COLLATERAL AGENT 117

THE CUSTODIAN 118

AUTHORISED PARTICIPANTS 119

TAX WARNING 120

SUBSCRIPTION AND SALE 121

GENERAL INFORMATION 123

1. **AUTHORISATION** 123
2. **NO SIGNIFICANT CHANGE** 123
3. **LEGAL AND ARBITRATION PROCEEDINGS** 123
4. **CLEARING** 123
5. **INFORMATION FROM THIRD PARTIES** 123
6. **APPROVAL OF THE PROGRAMME** 123
7. **POST-ISSUANCE INFORMATION** 123
8. **INFORMATION INCORPORATED BY REFERENCE** 123
9. **DOCUMENTS AVAILABLE** 124
10. **AUDITOR** 125
11. **WEBSITE** 125

SUMMARY

For each Series of Notes, a summary specific to the individual issue will be drawn up and filed with the Liechtenstein FMA together with the Final Terms. Final Terms and summaries specific to each Series of Notes are available, together with this Base Prospectus, for inspection and download at the website of the Issuer at www.vaneck.com.

RISK FACTORS

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme and specific to the Issuer and / or the Notes and which are material for an informed investment decision. The inability of the Issuer to satisfy all claims due under the Notes may however occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Before making an investment decision, prospective purchasers of Notes are advised to consider carefully, in the light of their own financial circumstances and investment objectives, all the detailed information set out elsewhere in this document and, in particular, the considerations set forth below in order to reach their own views prior to making any investment decision.

All capitalised terms used in this section "Risk Factors" shall have the meanings given to them in other sections of this Base Prospectus, unless otherwise defined in this section "Risk Factors" of this Base Prospectus.

I. Risk factors relating to the Issuer

1. Risk related to the Issuer being a special purpose vehicle (Low risk)

The Issuer is a special purpose vehicle with the sole business of issuing Notes. The Issuer has, and will have, no assets other than (i) the sums of money raised by issuing shares in relation to its incorporation, (ii) the proceeds of the issue of Notes, (iii) such fees (if any) as are payable to it in connection with the issue or redemption of any Series of Notes from time to time and (iv) any rights, property, sums or other assets into which the proceeds of the issuer of the Series of Notes are invested by the Issuer. Therefore, Investor are exposed to the creditworthiness of the Issuer and accordingly the risk that there will not be any additional assets besides the assets specified above in (i) to (iv) directly linked to the Notes. If the Issuer is unable to meet its obligations under the Notes, Investors may lose part or all of their investment.

2. Preferred Creditors (Low risk)

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under applicable law as creditors that are senior relative to the Noteholders, the Noteholders may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular, under Liechtenstein law, upon an insolvency of a Liechtenstein company, such as the Issuer, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors may take priority over the claims of creditors holding the relevant fixed security such as the Noteholders. These preferred claims include the remuneration, costs and expenses properly incurred by any trustee in bankruptcy of the company as well as costs and fees of service providers which the trustee in bankruptcy may instruct to continue work during a limited period of time. Therefore, Investor are exposed to the risk that there will not be sufficient assets to back the Notes. Consequently, Investors may lose part or all of the amount invested in the Notes.

3. Risks in case of Lending (Low Risk)

The Issuer may use the Series Assets for lending in order to seed and launch the ETNs. For this purpose the Issuer may enter into lending arrangements on the basis of which it lends certain digital assets that are components of the Series Assets (Lent Digital Assets) to third parties. In such a case, the third party must post collateral in the form of the acquired Notes (Seeding Notes).

In order to mitigate the Issuer's and the Investors risk related to a lending arrangement, the Issuer must receive eligible collateral (in form of the related Seeding Notes) with a market value at least equivalent to the value of the Lent Digital Assets.

The risks of lending is a potential failure of such Lent Digital Assets being returned when due. A default by the borrower under such lending arrangements combined with a decrease in the value of the Seeding Notes provided as collateral may result in a decrease of the Redemption Amount.

4. Risks relating to the Issuer Security

a. Enforcement of the Issuer Security (Low risk)

The Noteholders might in case of a Mandatory Redemption or the Final Redemption receive a Redemption Amount which is less than expected due to deductions from the redemption or claims of other creditors. Even though the obligations of the Issuer in respect of a Series of Notes are secured by a CA Pledge Agreement in respect of such Series of Notes. Pursuant to such CA Pledge Agreement, the Issuer will create security in

respect of that Series in favor of the Collateral Agent (for the benefit of the Issuer Secured Creditors) over (i) all of the Issuer's rights, title, interest and benefit present and future in, to and under the Series Documents to the extent that they relate to such Notes; (ii) any sums of money or other property received or receivable now or in the future by or on behalf of the Issuer pursuant to the Custody Agreement to the extent that they relate to such Notes, (iii) all of the Issuers rights as against the Custodian relating to the Notes, (iv) all assets and sums held now or in the future by or on behalf of the Issuer to meet claims due in respect of the obligations and duties of the Issuer under the CA Pledge Agreement and the relevant Notes, (v) the Series Assets and any sums of money or other property received or receivable now or in the future by or on behalf of the Issuer, and (vi) all of the Issuer's rights in respect of any sum or property now or in the future standing to the credit of the Series Account, in each case, to the extent that they relate to the relevant Notes. For the avoidance of doubt and to clarify (v) and (vi) above, the Issuer will only add any Airdropped tokens, or any Digital Assets received from converting Airdropped Tokens which are related to the Series Assets and Notes at its own discretion as specified in the Section "Airdrop" in the "Description of Digital Assets".

If the higher ranking claims of other creditors described above are not sufficiently covered by the created security the Redemption Amount could be less than the value of the Notes. In such case, Noteholders may lose part or all of the amount invested in the Notes.

b. Noteholders have no direct ownership interest (Low risk)

Investing in the Notes will not make a Noteholder the owner of any of the Series Assets. Redemptions are satisfied by delivery of Digital Assets with a value equal to the Note Value as defined in the Final Terms for each Product and the holders of the Notes will have a claim against the Issuer to receive such assets at any time but no direct right with regard to such assets. Therefore, investors must rely entirely on the Issuer's ability to perform its obligations. If the Issuer becomes insolvent or fails to deliver the Series Assets, investors could lose part or all of their investment.

5. Risk associated with Calculation Agent (Low risk)

In its role as Calculation Agent under the Notes, VanEck (Europe) GmbH will, pursuant to the provisions of the Calculation Agency Agreement, the Agency Agreement, the Operating Procedures Agreement and the Conditions, make various non-discretionary calculations, that affect the Notes, including calculating, among other things, the Note Value and the Redemption Amount. The value of the Notes could be adversely affected by such calculations. In making such calculations the Calculation Agent will depend upon timely and accurate provision of information and certain constituent values of the relevant formulae which are provided to the Calculation Agent by various parties, including the relevant Index Administrator and the Issuer. Any consequent variation in the value of the amounts required to be calculated by the Calculation Agent could result in a change to value of the Notes and investors could lose some of their investment.

6. Risks related to relationships with the Index Administrator, Collateral Agent and Calculation Agent (Low risk)

The Issuer, the Index Administrator, the Collateral Agent and the Calculation Agent are companies that belong to the same corporate group, under the ownership of a common holding company. In addition, some directors of the Issuer also hold directorships or other positions in other companies within this group. These connections may create situations where the interests of one or more group companies or their staff differ from those of the Issuer or the Noteholders. For example, group companies may act as service providers, counterparties or market participants in relation to the ETNs or in instruments linked to them. Decisions made by such entities, or by individuals holding positions across entities, may therefore affect the value or performance of the ETNs.

Although procedures are in place to identify and manage potential conflicts of interest, it is not always possible to eliminate all risks arising from these relationships. As a result, actions taken by related companies or directors may, directly or indirectly, disadvantage the Issuer or Noteholders, and investors could lose part or all of their invested capital.

II. Risk relating to the Notes

1. Recharacterisation risk (Medium Risk)

There can be no assurance that the courts or regulatory authorities in any jurisdiction would not recharacterise the Notes as units in a collective investment scheme. Any recharacterisation of the Notes as units in a collective investment scheme may have adverse consequences including potential changes to the regulatory

or tax treatment of the Notes, restrictions on their offer, sale or trading, or the imposition of additional regulatory requirements on the Issuer. Compliance with such requirements could materially affect the Issuer's ability to meet its obligations under the Notes, and investors could lose some or all of their invested amount.

2. Duration and potential lack of liquid markets (Medium risk)

Investors might lose money if they wish to sell the notes at a time when there is little demand to acquire the Notes, which leads to low prices. The Notes may have a long term and the only way an investor will be able to realise value from a Note prior to its Final Redemption Settlement Date is to sell it at its market price in a secondary transaction or to redeem it. It is unclear whether there will be a market for secondary transactions for the Notes at the time an investor wishes to sell his Notes.

General movements in local and international markets and factors that affect the investment climate and investor sentiment could all affect the level of trading and, therefore, the market price of the Notes. If there is no market or very low liquidity, investors may not be able to sell the Notes or have to sell at a price significantly below their investment, and investors could lose part or all of their invested capital.

3. Redemption (Low risk)

Redemption requests may be subject to the Maximum Daily Redemption Limit, being a maximum limit (if applicable) on the redemption number of Notes of a Series on any Redemption Pricing Date, as may be amended from time to time.

Prospective investors should be aware that it is possible that the Maximum Daily Redemption Limit could cause the Notes to trade at a discount to the Note Value. An investor who buys Notes in such circumstances could lose part or all of their investment if market demand decreases. Significant loss could occur even where the Note has increased in price during the investor's holding period. The Maximum Daily Redemption Limit could also lead to higher trading spreads for the Notes in the secondary market. This may make it more expensive or difficult for investors to buy or sell the Notes, resulting in higher trading costs.

In the event that an investor is not able to immediately redeem their Notes due to a breach of the Maximum Daily Redemption Limit, such investor will be subject to market risk (i.e. that the value of the Notes will decline prior to redemption and therefore reduce the redemption amount). As a result, it is possible that the Redemption Amount could be reduced due to a decline in the Assets (which would consequently impact the value of the Notes).

In addition, prospective investors should be aware that if trading in the Assets (including the Digital Assets) in respect of a Series of Notes is suspended, any Redemption could be delayed. As a result, any redemption request relating to the relevant Notes placed on the day upon which a Digital Asset or any other Asset is suspended from trading could be delayed and such suspension from trading of the relevant Digital Asset or other Asset could ultimately lead to a Disruption Event Redemption. Investors would therefore be subject to market risk (i.e. that the value of the Notes will decline prior to redemption and therefore reduce the redemption amount). As a result, it is possible that the redemption amount could be reduced due to a decline in the price of the Digital Assets or other Assets (which would consequently impact the value of the Notes).

4. Risks related to in-kind redemptions (Low risk)

Investors are entitled to receive, in case of Redemption, Digital Assets with a value equal to the Note Value. Investors have to follow a redemption and delivery process as further described in this Base Prospectus, specifically, they need to file a Redemption Order Form and deliver the Notes to be redeemed to the Issuer. The Redemption Pricing Date is therefore variable and depends on (a) when the Investor/s (or their financial intermediary crypto custodian etc.) deliver the Redemption Order Form and related ancillary documents to the Issuer and (b) when the Notes have been transferred to and received by the Issuer. This process may take days or even weeks depending on how fast the aforementioned requirements can be completed. During this period, Noteholders remain exposed to market risk, meaning the value of the underlying Series Assets may fall before the Redemption Pricing Date, which would reduce the redemption amount. As a result, Noteholders could lose part or all of their investment if the value of the Series Assets declines significantly before redemption is completed. In order to avoid this risk, Noteholders may sell their Notes via exchanges instead of demanding an in-kind redemption.

5. Risks relating to the Index Performance (Low risk)

Each Series of Notes will seek to replicate, to the extent practicable the composition of the relevant Index.

Accordingly, prospective investors should be aware that the Notes may be adversely affected by risks applicable to indices generally.

In particular, the level of an Index can go down as well as up and that the past performance of an Index will not be indicative of its future performance. There can be no assurance as to the future performance of any Index. The Notes may trade differently from the performance of the Index and changes in the level of the Index may not result in a comparable change in the market value of the Notes or in the Note Value.

Accordingly, before investing in any Notes, prospective investors are advised to carefully consider whether an investment which seeks to replicate the composition of the applicable Index is suitable for them and in all cases investors are advised to carry out their own detailed review of the applicable Index and the rules relating thereto.

6. The value of an investment in the Notes may not perfectly reflect or track the value of the Digital Assets (Low risk)

At any time, the price at which Notes are traded may not reflect accurately the changes in the value of the underlying Digital Asset. The creation and redemption procedures and the role of the Authorised Participant(s) as market-makers are intended to minimise this potential difference. However, such price at which any Notes trade will be a function of supply and demand amongst investors wishing to buy and sell and the bid/offer spread that market-makers are willing to quote.

If the Issuer is unable to issue new Notes of a Series for any reason, and there is high market demand for Notes of such Series, then such Notes may trade at a significant premium to their Note Value. An investor who buys Notes at a significant premium to their Note Value may incur a substantial loss if market demand falls or if further Notes of that Series are issued. This is because the trading price of the Notes is influenced by supply and demand, not just the underlying Note Value. When demand decreases or new Notes are issued, the premium often disappears, and the market price can drop closer to the Note Value or even below it. In such a case, investors may sell at a much lower price than they paid, even if the Note Value has increased during their holding period. Consequently, Noteholders may lose part or all of, the amount invested in the Notes.

7. The returns on the Notes are not a direct investment in the digital assets (Low risk)

The Index which is referenced by a Series of Notes will reference the relevant underlying Digital Asset (being the Component Digital Assets of such Index). However, prospective investors should be aware that an investment in a Series of Notes is not the same as a direct investment in the Component Digital Assets of the Index which is referenced by such Series of Notes. As a result, changes in the price of the Component Digital Assets will not necessarily result in correlated changes in the level of the Index or to the Note Value, nor will the level of the Index or the Note Value necessarily change to the same degree. In addition, the rules for calculation of the Index may include deductions for fees, a currency hedging component and/or other factors that affect how closely the Index tracks the price of the asset referenced by the Index and may also permit the Index Administrator to make certain adjustments to the level of the Index. Any such deductions and adjustments may cause the level of the Index to diverge from the price of the Component Digital Assets and / or the Note Value. This means that even if the underlying Digital Assets perform well, the Notes may not reflect that performance fully. Investors could lose part or all of their invested money by investing in the Notes instead of directly investing in the underlying digital assets.

8. Currency Risk (Low Risk)

While investing in Digital Assets across different currencies can bring benefits due to the change in the exchange rates of certain currencies, it can also bring losses to the Investor. One of the primary risks is currency exchange fluctuations. The value of the ETN may be denominated in a currency different from investor's local currency. If the exchange rate between the two currencies is unfavourable, it can erode the value of the investment when converting back to the Investor's local currency. Exchange rates are influenced by various factors, including economic conditions, geopolitical events, and market sentiment, which can be unpredictable and volatile. Investing in an ETN denominated in a different currency may concentrate an Investor's investment exposure in that specific currency. Even if the Note Value increases in its original currency, an unfavorable movement in exchange rates could reduce or eliminate any gains when converted.

III. Risk relating to the Underlying ("Digital Assets")

1. Market Risk (High risk)

Market risk refers to the possibility that the market value of the Notes may decrease due to changes in the value of the underlying Digital Assets. The Notes and therefore the Investors are directly exposed to movements in the prices of Digital Assets. The price volatility of each individual underlying Digital Asset depends on a wide range of factors including but not limited to technological developments, governance structure, user acceptance, transaction speed and efficiency, network stability, security measures, protection against cyber-attacks and hacking incidents. These factors, individually or collectively, can cause the value of one or more Digital Assets to fall sharply. If such a decline occurs, the value of the notes may also decrease, potentially leading Investors to lose part or all of their investment.

2. Governance Risk (High Risk)

Investors should be aware that there could be negative media coverage and allegations of fraudulent activities related to the senior management of entities partly of fully responsible for the operation and development of the network underlying the relevant Digital Assets. While such allegations may not be legally substantiated, they may impact a network's reputation and operational stability. By way of illustration, in certain Digital Asset ecosystems, allegations of misconduct or regulatory breaches against key individuals responsible for network development or governance — whether ultimately proven or dismissed — have led to reduced confidence, increased regulatory scrutiny, and significant declines in the value and liquidity of the affected Digital Assets. Any resulting loss of trust or decline in network activity could negatively affect the price and stability of the underlying Digital Assets, and therefore reduce the value and liquidity of the Notes. Investors may lose part or all of their investment.

3. Quantum Computing Risk (High risk)

In conventional (classical) computers, information is processed using "bits." A bit is the smallest unit of data and can have only one of two values, typically represented as 0 or 1.

Quantum computers operate differently. They use "qubits," which can exist in more than one state at the same time due to quantum mechanical properties. This allows quantum computers, in certain circumstances, to process information differently from classical computers.

Adding more qubits increases the computer's power very quickly. Normal computers are still best for everyday tasks and make very few mistakes. Quantum computers, however, are better for very complicated problems, such as running big simulations or analysing large amounts of data.

Quantum computing remains an emerging and rapidly evolving technology, and its future capabilities and timing are uncertain. The cryptographic algorithms that underpin blockchain networks and secure transactions — particularly public-key encryption systems — could become vulnerable if quantum computing advances faster than the implementation of effective quantum-resistant methods.

If quantum computing capabilities progress faster than the implementation of quantum-resistant crypto-graphic methods, the integrity, confidentiality, and security of blockchain networks supporting the underlying Digital Assets could be compromised. This could severely and negatively affect the value of the Digital Assets if the underlying technology becomes increasingly vulnerable to hacking or fraud as a result of advances in quantum computing. In particular, malicious actors could potentially derive private keys from public keys, allowing them to access or transfer Digital Assets held in wallets or with custodians.

Adapting existing networks to defend against such risks may require significant technological changes, including the implementation of new cryptographic standards designed to resist potential attacks from quantum computers. These cryptographic standards rely on different mathematical principles than those currently used in widely adopted cryptographic systems.

Implementing such changes could require substantial modifications to existing networks, including soft-ware upgrades or hard forks. These updates would depend on coordination and consensus among developers, validators, and other participants and may not be achieved in a timely or effective manner. Failure to reach consensus or implement secure alternatives could undermine confidence in affected networks and reduce the usability or adoption of Digital Assets generally.

Quantum risk concerns the underlying Digital Assets referenced by the Notes but also the structure and functioning of the ETN itself, including the custody of the underlying assets and Notes, communication between market participants and, day-to-day operations of each participant. All of these could be at risk of

unauthorized access, hacking, or fraud due to quantum computing. Such developments could negatively affect the value, liquidity, and overall stability of the Notes, potentially leading to substantial or total losses for investors.

There can be no assurance that advances in quantum computing or mathematics will not render existing mechanisms for protecting information against unauthorized access obsolete or that adequate counter-measures will be developed or implemented in time. Any such development could materially impair the operation, security, or value of the underlying Digital Assets and the Notes, and investors may lose part or all of their investment.

4. Refusal Acceptance Risk (High risk)

Banks and other established financial institutions may refuse (a) to process funds for Digital Assets transactions, (b) to process wire transfers to or from Digital Assets exchanges, (c) to service Digital Assets -related companies or service providers, and/or (d) to maintain accounts for persons or entities transacting in Digital Assets. For example, Chinese officials cracked down on Digital Assets in 2021, banning all Digital Assets transactions and mining, damaging numerous Digital Asset and putting pressure on stock prices of companies related to blockchains and Digital Assets. This could dampen liquidity in the market and damage the public perception of Digital Assets generally or any one Digital Asset in particular, and reduce their utility as a payment system, which could decrease the price of Digital Assets generally or individually. Consequently, this may have a negative impact on the value of the Notes. Investors may lose part or all of their investment.

5. Risk of Losses and Volatility (High risk)

The volatility of an asset is a measure of how much the price of a given asset fluctuates over time. The riskier an investment is, the larger potential returns or losses it may generate over shorter time periods. The trading prices of many Digital Assets have experienced extreme volatility in recent periods and may continue to do so. Such price volatility may result in significant and rapid decreases in the value of the underlying Digital Assets and, consequently, reduce the value of the Notes. In extreme cases, sudden or severe market movements could cause investors to lose part or all of their investment.

6. Digital assets are a new technological innovation with a limited history. There is no assurance that usage of digital assets will continue to grow. (High risk)

A contraction in the use or adoption of Digital Assets may result in increased volatility or a reduction in the price of such Digital Assets, which could adversely impact the value of the Notes. Digital Assets represent a relatively new and rapidly developing industry that continues to evolve in structure, technology, and regulation. Their long-term viability, stability, and adoption remain uncertain. For example, Bitcoin, one of the earliest and most widely known Digital Assets, was launched in 2009. Digital Assets and their respective trading histories have therefore existed for a relatively short time. This limited track record restricts a potential investor's ability to evaluate the long term performance or risk of an investment in the Notes.
In addition, the value and development of Digital Assets may be affected by a variety of factors, including technological dependence on internet infrastructure, reliance on network participants such as users, developers, and validators, the potential for malicious activity, the absence of intrinsic value or backing by a central authority, changes in regulatory treatment, and the ability to convert Digital Assets into traditional fiat currencies. These factors may contribute to significant uncertainty and volatility, which could reduce the value and liquidity of the Notes.

7. Adoption risk (High risk)

The adoption of Digital Assets is likely to require an accommodating regulatory environment. A lack of expansion in the use or adoption of Digital Assets and blockchain technology could adversely affect an investment in the Notes. In addition, there is no assurance that any Digital Asset will maintain its value over the long term. The value of any Digital Asset is subject to risks related to its use and market acceptance. Even if growth in the adoption of Digital Assets occurs in the near or medium-term, there is no assurance that their use will continue to grow over the long-term. A contraction in the use or demand for Digital Assets may result in increased volatility or a reduction in the price of such Digital Assets or of Digital Assets generally, which would adversely impact the value of the Notes.

Therefore, banks and other established financial institutions may refuse to process funds for Digital Assets transactions, process wire transfers to or from Digital Assets exchanges or service providers, or maintain accounts for persons or entities transaction in Digital Assets. For example, Chinese officials cracked down on Digital Assets in 2021, banning all Digital Assets transactions and mining, damaging numerous Digital Assets

and putting pressure on stock prices for companies involved in blockchains and Digital Assets activities. This could dampen liquidity in the market and damage the public perception of Digital Assets generally or any one Digital Asset in particular, such as Bitcoin, and their or its utility as a payment system, which could decrease the price of Digital Assets generally or individually. Consequently, this may have a negative impact on the value of the Notes. Investors may lose part or all of their investment.

8. Digital assets trading prices are volatile and investors could lose all or a substantial portion of their investment in the Notes. (High risk)

Speculators and investors who seek to profit from trading and holding Digital Assets generate a significant portion of the demand for these Digital Assets. Speculation regarding future appreciation in the value of Digital Assets may inflate their price and increase volatility. As a result, Digital Assets may experience heightened price fluctuations driven by changing investor confidence and expectations of future gains. This could decrease the price of Digital Assets generally or individually. Consequently, this may have a negative impact on the value of the Notes. Investors may lose part or all of their investment.

9. Regulation of digital assets continues to evolve, which may restrict the use of digital assets or otherwise impact the demand for digital assets. (High risk)

Regulators and governments in various jurisdictions have increasingly focused on the regulation of Digital Assets. Digital Asset market disruptions and resulting governmental interventions are unpredictable and could render some or all Digital Assets illegal or restricted in certain jurisdictions. Future regulations and directives in some jurisdictions may conflict with those in others, and such conflicting regulatory actions may restrict or prohibit the use of certain or all Digital Assets in affected markets. Future regulations and directives may impact the demand for Digital Assets and may also affect the ability of Digital Assets exchanges to operate or limit the capacity of market participants to engage in Digital Assets transactions.

To the extent that future regulatory actions or policies limit or restrict the use, trading, or conversion of Digital Asset into fiat currencies, the demand for Digital Assets may be reduced. This could adversely affect investment in the Notes. Regulation of Digital Assets continues to evolve, and its ultimate impact remains uncertain. Such regulation may adversely affect, among other things, the availability, value or performance of Digital Assets in which the Issuer invests.

Moreover, in addition to exposing the Issuer to potential new costs and expenses, additional regulation or changes to existing regulation may also require changes to the Issuer's investment strategies. Although there continues to be uncertainty about the full impact of these and other regulatory changes the Issuer may become subject to a more complex regulatory framework, and incur additional costs to comply with, and to continuously monitor, new or evolving regulatory requirements. Inconsistent regulations and uncertainty around them could reduce the liquidity, accessibility and/or value of the underlying Digital Assets, potentially resulting in lower Note valuations or losses for investors.

10. Technology Risk (Medium risk)

Investors are exposed to the risk of losing their invested money if Digital Assets are stolen or trust in Digital Assets decreases because the existence, transfer and ownership of the underlying Digital Assets depend on the technology used for each of them. If that technology fails, is compromised, or loses public confidence, the value of the Digital Assets (and therefore the Notes) may decrease significantly. Not all risks relating to the underlying technology for the Digital Assets may be known. Digital assets may employ different type of blockchains and interlinked blockchain networks and may use new or functionally distinct blockchains. As digital assets develop and attract interest from the development community and investors, they may also become greater targets for exploitation – including cyberattacks and hacking events. A hack into one digital asset's network may harm public perception of such asset's network and other digital assets in general, thus negatively impacting the value of an investment in the Notes. Digital assets, although generally open-source, are highly dependent on their developers and there is no guarantee that development will continue or that the developers will not abandon the project related to the Digital Asset with little or no notice. If this occurs, the Digital Asset may lose its functionality or market support, which could cause its value to fall sharply and result in investors losing part or all of their investment.

11. Blockchain Risk (Medium risk)

The Blockchain Risk is a further specification of the aforementioned Technology Risk. Investors are exposed to the risk of losing their invested money if Digital Assets are stolen or trust in Digital Assets decreases if unknown technology risks associated with Blockchain technology materialises. Blockchain technologies relies

on the assumption that certain complex mathematical problems cannot be solved quickly with current computing power. This assumption has not been definitively proven, and future mathematical or technological breakthroughs – for example, advances in computing or cryptography – could prove this assumption wrong. If that were to happen, the security and reliability of blockchain systems could be compromised, which may negatively affect the value of the Digital Assets and the Notes. Blockchain technology companies may also be negatively affected by cryptography or other technological advances, such as the development of quantum computers with significantly more power than computers presently available, that undermine or invalidate the cryptographic consensus mechanism underpinning the relevant Blockchain. If either of these events were to happen, markets and digital assets that rely on blockchain technologies could quickly collapse, and an investment in the relevant digital asset ETN may be adversely affected. Consequently, investors may lose part or all of the amount invested in the Notes.

12. Proof-of-Stake related Risk (Medium Risk)

Certain Digital Assets may operate on a Proof of Stake (PoS) consensus mechanism. In such systems, participants (“validators”) are selected to validate transactions and earn rewards based on the amount of the Digital Asset they hold and stake.

A badly built PoS system may disproportionately benefit those who already possess significant holdings in the relevant Digital Assets, as their greater stake increases the likelihood of being selected to validate transactions and earn rewards. A simple example is a leader-based consensus protocol, in which a sub-committee or selected leader collects all rewards during the protocol's operation. In such a system, the likelihood of being chosen to collect rewards is proportional to the stake, resulting in powerful reward compounding effects. This concentration of rewards and influence can distort the market value of the underlying Digital Asset, because large holders may be able to influence governance decisions or trading activity, potentially causing volatility or price declines. If this occurs, the value of the Notes linked to those Digital Assets could fall, and investors could lose part or all of their investment.

Furthermore, in PoS systems, there is a phenomenon whereby larger validators – independent participants who monitor and confirm staking activities – experience fewer rejected transactions and less wasted effort. As a result, these large holders may have a disproportionate impact on the governance and price of the underlying Digital Asset, which could adversely affect its market value and, consequently, the value of the Notes. Consequently, investors may lose part or all of the amount invested in the Notes.

13. Staking Risk (Medium risk)

The Staking Risk applies to Digital Assets where Staking is used according to the Final Terms.

The process of staking Digital Assets may be described as the commitment of certain amounts of Digital Assets to support the blockchain network for a certain period of time. The act of staking Digital Assets to earn rewards is one of the most popular ways to earn passive income from certain Digital Assets. Among the various features of the Digital Asset ecosystem, staking contributes to the network's security, making it work smoothly and reliably. The act of staking ensures that the network remains decentralised and resistant to attacks.

However, there are several risks for Investors related to staking Digital Assets. Investors bear the risk of losing income from staking (in the amount of Digital Assets provided to them as a percentage of the staked Digital Assets), as well as the risk of unpredictable staking rewards, for several operational and network-related reasons. Staking and unstaking of Digital Assets may be subject to delays in the delivery or return of the Digital Assets. Furthermore, staking rewards, payouts and re-investments may be delayed for similar reasons. For example, there may be peak traffic on a blockchain network that results in delays, due to network congestion or higher transactions (gas) fees, a validator becoming temporarily unavailable, or internal processing delays at a service provider responsible for distributing rewards. For Noteholders relying on Digital Assets rewards as a source of income or passive earnings, delays can create financial uncertainty. Delays or unpredictability in the distribution of staking rewards can affect the overall return of the staked Digital Assets and may reduce the expected yield. Although Noteholders do not receive staking rewards directly, such delays may reduce the expected yield. This is particularly relevant for Noteholders who depend on regular rewards for living expenses or other financial obligations. The unpredictability of reward delays can make it challenging for Noteholders to effectively manage their fi-nances.

It is common for users to "vest" or lock up their coins for a specified period under staking terms, meaning they cannot withdraw or transfer their assets during that time, even if immediate access is needed. As a result, investors cannot take advantage of price gains if there are positive movements in prices during the vesting period. Additionally, Digital Assets may experience sharp market volatility over short periods, which can affect

staking rewards. A decline in the price of a staked Digital Asset can therefore significantly reduce the value of the rewards. When Digital Assets are staked, they are typically subject to a lock-up period during which they cannot be immediately sold or transferred. As a result, if the market falls during the lock-up period, the investor may be unable to exit the position in time and may incur losses even if staking rewards are accruing.

Slashing risk in Proof-of-Stake (PoS) blockchains involves penalties imposed on validators for malicious or faulty behaviour. Validators stake Digital Assets to participate in consensus (the process by which the blockchain network agrees on valid transactions and updates to the ledger). If they breach network rules intentionally or unintentionally, the blockchain protocol may automatically impose a “slashing” penalty. This penalty results in a portion of the staked Digital Assets being permanently confiscated or destroyed (“burned”) by the network, thereby reducing or eliminating the validator’s staked balance. Scenarios triggering slashing include submitting conflicting information to the network (double-signing), failing to remain online and perform required duties (downtime) coordinated or dishonestly behaviour by validators, and confirming transactions that the network considers invalid. Penalties are built-in mechanisms to discourage validator errors or misconduct. Slashing is the most common penalty imposed. In some cases, additional penalties may include temporary suspension of validator rights or loss of staking rewards. These measures are enforced automatically by the blockchain protocol or its governance system. Slashing deters dishonesty and ensures network security by aligning validators' incentives with the blockchain's integrity and penalizing dishonest and negligent behaviour. Because validators must stake their assets, the risk of losing those assets encourages them to act honestly. Slashing may in some cases result in total loss of staked funds, rewards, or both. Lastly, staking may result in total loss of funds due to failures or errors in the software running the blockchain, including security weaknesses or coding mistakes, or due to hard forks (a change to the blockchain rules that may effect the staked assets). Holding staked Digital Assets in a personal wallet does not remove or reduce these risks, because the risks arise from the blockchain protocol itself.

In addition, where the Issuer engages in staking, it may appoint one or more institutional-grade professional staking service providers (“Staking Providers”) to perform the technical staking functions, including running the computer systems required to participate in staking as specified in the Final Terms. The Issuer and Custodian jointly appoint Staking Providers based on comprehensive due diligence covering AML/KYC, operational resilience, technical security and regulatory compliance. The Digital Assets will continue to be held in custodial wallets operated by the appointed Custodian, subject to the existing security interests for the benefit of investors. However, staking activities performed by the Staking Providers may expose the Issuer to operational failures, errors, or slashing penalties attributable to such providers. While the Issuer seeks to mitigate these risks through contractual arrangements, including indemnity or reimbursement pro-visions with the Staking Providers, these measures may not fully cover all potential losses.

Staked Digital Assets may be subject to greater security risks than Digital Assets held purely in cold storage. Depending on the custody and signing arrangements in effect from time to time, the signing of staking-related transactions may occur in, or depend upon, an internet-connected environment rather than a fully offline one. Signing infrastructure that is network-connected is subject to a broader range of threats, including the risk that a compromise of the Custodian's systems or authorisation processes results in an unauthorised transaction, which could lead to the total loss of the staked assets. In addition, the mechanics of staking may require Digital Assets to be committed to, or interact with, network-connected systems or smart contracts even where the underlying keys are held offline.

During staking, Digital Assets may be subject to protocol-imposed lock-up or unbonding periods. Such restrictions can delay the Issuer’s ability to transfer, sell, or realise the Digital Assets and, consequently, may delay redemptions of the Notes. The duration of these restrictions varies by blockchain protocol (for example, up to sixty (60) calendar days under certain proof-of-stake protocols).

Furthermore, any staking rewards generated may be shared between the Issuer and the Staking Providers, meaning that Noteholders will not receive the full economic benefit of the staking activities. Consequently, investors may lose part or all of the amount invested in the Notes.

14. Illegal Content Risk (Medium risk)

It is important to note that, even though all transactions that appear on the blockchain are kept in a public record and are available to anyone for review, the identity of those who initiated the transaction typically remains anonymous or pseudonymous. This structure can make it difficult to prevent the use of Digital Assets for illegal activities, such as money laundering, terrorist financing or the trading of prohibited goods and services.

Associating a blockchain network or Digital Asset with criminal or unethical activities can result in negative

publicity, regulatory scrutiny or enforcement actions. These developments could reduce market confidence, restrict access to service providers, exchanges, and negatively impact the liquidity and value of the underlying Digital Assets. Consequently, these factors may negatively impact the price and performance of the Notes, potentially resulting in losses for investors.

15. Protocol-defined Inflation Risk (Medium risk)

Protocol-defined inflation corresponds to a predetermined process for creating new Digital Assets on a blockchain network. Digital Assets frequently use established protocols and algorithms to regulate the issuance of new Digital Assets, in contrast to traditional fiat currencies, for which central banks have the power to control and alter the money supply. A dilution of the value of a Digital Asset can occur when a significant number of Digital Assets are created through inflation and the supply of Digital Assets does not keep pace with demand. A sudden increase in Digital Assets supply without a related increase in utility or demand can lead to downward pressure on prices and negatively impact investor returns. Although the protocol-defined inflation of Digital Assets can generally be predicted to some extent, as the rules governing the increase in supply of such assets are typically pre-programmed into the blockchain protocol, this inflation still represents a structural risk that may reduce the value of the Digital Assets and result in investors receiving less than they might otherwise have expected.

16. Demand Risk (Medium risk)

Demand for certain Digital Assets is driven, in part, by their status as the most prominent and secure Digital Assets. It is possible that a Digital Asset other than the ones to which investors are exposed could have features that make such assets more desirable to a material portion of the Digital Asset user base, resulting in a reduction in demand for the Digital Assets to which the Issuer is exposed. This could negatively affect the price of those Digital Assets, and, consequently, adversely impact an investment in the Notes.

For example, the Bitcoin network and bitcoin hold a “first-to-market” advantage over other Digital Assets. This first-to-market advantage is driven in large part by having the largest user base and, more importantly, the largest combined mining power used to secure the blockchain and transaction verification system. Having a large mining network results in greater user confidence regarding the security and long-term stability of a Digital Asset’s network and its blockchain. As a result, the presence of more users and miners enhances a Digital Asset’s perceived security and attractiveness, creating a network effect that strengthens the first-to-market advantage. Bitcoin also enjoys significantly greater acceptance and usage than other Digital Asset networks in the retail and commercial marketplace, due in large part to the relatively well-funded efforts of payment processing companies such as BitPay and Coinbase. Other Digital Assets to which the Issuer is or may become exposed may enjoy similar advantages by virtue of their being among the older and more established Digital Assets.

Despite these advantages, it is possible that an altcoin (altcoin stands for alternative coin; altcoins are digital assets other than bitcoin) could become materially popular, relative to the Digital Assets to which the Issuer is exposed, due to either a perceived or actual shortcoming of the relevant network protocol that is not immediately addressed by such Digital Asset’s core developers or a perceived advantage of an altcoin that includes features not incorporated into such Digital Assets. If competing Digital Assets gain market share or are perceived as more secure, efficient, or widely accepted, the demand for the existing Digital Assets may decline. Such developments could lead to price reductions or loss of market dominance for the underlying Digital Assets.

A significant fall in demand or value of these Digital Assets would negatively impact the value and performance of the Notes, potentially resulting in losses for investors.

17. Inflationary risk (Medium risk)

A quick influx of a specific kind of Digital Asset can lead to a rise in the amount of the related Digital Assets in circulation. The possibility that this increasing supply could outstrip the demand for these Digital Assets might result in inflationary pressure. The purchasing power and potential profits for investors may be reduced over time as the value of the Digital Assets declines as they become more abundant. In addition, unregulated issuance or creation of Digital Assets might raise questions about their future availability. Investors may find it challenging to predict the future supply and its possible influence on value if the emission schedule or method is imprecise or susceptible to frequent adjustments. Furthermore, the confidence and trust of investors may be severely impacted if Digital Assets emissions are perceived as being excessive or lacking transparency. Investors may lose faith in the Digital Assets and engage in potential sell-offs if they believe it to be overpriced or artificially inflated. This value decline can be difficult to re-verse and may have long-term effects on the

Digital Assets' market position. Consequently, the value of the Notes may decrease, causing investors to lose part or all of their investment.

18. Custody Risk

a. Transaction Risk (Medium risk)

Most Digital Assets transactions are not reversible. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Digital Assets, such as Bitcoin, or any theft of Digital Assets, generally cannot be reversed, and the Issuer may be unable to seek or obtain compensation for such transfers or thefts. To the extent that the Issuer is unable to successfully seek redress for such errors or thefts, such loss could adversely affect an investment in the Issuer.

For instance, this implies that a Digital Asset transaction cannot be stopped or reversed if it is sent to the wrong address. The only person with access to the Digital Asset and the ability to send it back is the person in charge of the address where it was transmitted to. There is no way to recover the Digital Assets if the owner cannot be located or will not give it back. The issue is that people are prone to making mistakes, and one of the most common mistakes made while transmitting Digital Assets is entering an incorrect blockchain address. In such cases, the Issuer may be unable to obtain compensation or restitution for the loss of the affected assets. Any unrecoverable loss of Digital Assets held by or on behalf of the Issuer could reduce the collateral backing the Notes and negatively impact their value. Investors may therefore lose part or all of their investment.

b. Key Management Risk (Medium risk)

On behalf of the Issuer, the Custodian manages private keys that provide control of the Digital Assets in custody, a task that has proven to be a significant challenge for all Digital Assets relying on public-key cryptography. It is believed that over 4,000,000 Bitcoin have been lost permanently due to key management issues. As a result, many individual owners of Digital Assets choose to rely on Digital Asset exchanges for custody, hurting decentralisation and introducing counterparty risk. In case of the Digital Asset collateral backing the Notes, the Custodian must ensure that the keys required for security are available, safe, and cannot be compromised. If these private keys are lost, stolen, destroyed, or compromised, the corresponding Digital Assets may become permanently inaccessible. In such cases, the Custodian may be unable to recover the affected assets or obtain compensation, which could reduce the collateral backing the Notes and could result in investors losing part or all of their investment.

19. Fraud and Cyber Attack Related Risk

a. Cyber Attack Risk (Medium risk)

The Digital Assets and the relevant service providers may be at risk of operational and information security risks as a result of a cyberattack or cybersecurity breach, including one that affects the blockchain network. The Digital Assets may suffer a variety of negative effects from a cybersecurity breach, whether deliberate or unintentional, including the loss of proprietary information, the theft or corruption of data stored online or digitally, denial-of-service attacks on websites or network resources, and the unauthorised disclosure of confidential information. This could decrease the price of Digital Assets generally or individually. Consequently, this may have a negative impact on the value of the Notes. Investors may lose part or all of their investment.

b. Hack Attack Risk (Medium risk)

As Digital Assets are very new and involve large sums of money, they are particularly vulnerable to hacking attacks, which have previously resulted in losses of millions of dollars. Security breaches, computer malware, computer hacking attacks have been a prevalent concern in relation to Digital Assets. Digital Assets are appealing targets for hackers or malware distributors seeking to destroy, damage, or steal them, and this risk may increase as the relevant ETNs grow in size and value.

In a blockchain based on Proof-of-Work, the most significant hacker attack is a "51% attack", in which a single miner or group of miners gains majority control of the blockchain and can double-spend the relevant Digital Assets. For example, under normal circumstances, new coins in the Bitcoin network are created by mining computers. But, if one participant in the network does have more than 50% of the processing power, it may try to choose the current block, start mining, and then withhold the blocks that are successfully mined. The old chain can then be overtaken once the rival blockchain is broadcast, excluding all transactions since the fork and undermining the network's immutability. The offending party might also ban certain coin addresses or

refuse to accept blocks mined by rival network users, ensuring that they never receive a fair share. To the extent that it becomes impossible to identify and mitigate new security threats or otherwise adapt to technological changes in the Digital Asset industry, the underlying Digital Assets may be subject to theft, loss, destruction or, other attack. Consequently, investors may lose part or all of their investment.

c. Internet Interruption Risk (Medium risk)

Digital Asset networks are dependent upon the internet. A disruption of the internet or a Digital Asset network would affect the ability to transfer Digital Assets and, consequently, could negatively affect their value. Local Internet service outages occur frequently, and many Digital Asset holders may experience temporary disconnections or service interruptions. If a local outage occurs, it might not be possible to use Digital Assets until it can be reconnected to the internet in order to send transactions to the network. The interruption risk may therefore result in illiquidity and negatively affect the price of Digital Assets and lead to losses for investors.

d. Front-running Risk (Low risk)

Front-running refers to a trading practice where a market participant uses advanced non-public information about a pending transaction to trade a Digital Asset before that transaction is executed so as to benefit from the resulting price movement. As a result, it is considered a form of market manipulation and insider trading. Front-running can occur in Digital Assets markets when participants observe or anticipate large transactions and insert their own transactions ahead of them. This may negatively impact the execution price of trades in Digital Assets, which could adversely affect the value of the Notes. Consequently, investors could lose part or all of their investment.

e. Artificial Intelligence Risk (Low risk)

The Artificial Intelligence (AI)-related risk for all involved parties exposes the Investors to the risk of losing their invested funds if Digital Assets used as collateral for the Notes are stolen or lost. The risk of losing the investment could be caused by AI related incidents affecting any of the parties involved in the issuance and management of the Notes, including the Custodian, the Issuer and in case of a direct redemption the Investors themselves.

Artificial Intelligence (AI) has rapidly transformed various industries, revolutionising the way we work, communicate and even invest. Digital Assets, with their decentralised and digital nature, have gained significant popularity among investors. However, while AI offers numerous benefits, it also poses certain threats to Digital Assets investors.

AI-driven algorithms have the potential to manipulate Digital Assets markets, posing a significant threat to investors. The immense computational power and data processing capabilities of AI systems allow them to analyze vast amounts of information, including social media sentiment, news articles, and market trends, to predict and influence market movements. AI algorithms are increasingly being employed in algorithmic trading, where transactions are executed automatically based on predefined parameters. While algorithmic trading can enhance efficiency and liquidity in the Digital Assets market, it also introduces potential risks. The speed and complexity of AI algorithms can result in sudden and drastic market fluctuations, making it difficult for human investors to react swiftly. In a scenario where multiple AI-powered trading algorithms interact, the market can become highly volatile and unpredictable, making it challenging for investors to make informed decisions.

Additionally, Digital Assets are prone to security vulnerabilities that can be exacerbated by AI technologies. AI-powered hacking tools have become more sophisticated, allowing cybercriminals to exploit vulnerabilities in Digital Assets platforms, wallets, and exchanges. By using AI algorithms, hackers can launch more precise and targeted attacks, potentially compromising the integrity of transactions and stealing investors' funds. Additionally, AI can be used to generate realistic phishing scams, deceiving investors into revealing sensitive information and compromising their Digital Assets.

The increasing use of AI across Digital Asset markets and infrastructure may heighten systemic, trading, and security risks, potentially leading to substantial or total losses for investors.

20. Complexity Risk (Low risk)

The complexity of Digital assets introduces several risks for investors, including the Issuer. They can be difficult to fully understand, monitor, and manage, which increases the likelihood of losses arising from operational errors, technological failures, misinformation, or security breaches. If this risk materialises, the Issuer might

lose Digital Assets, and the price and value of the Notes may decrease, meaning that Investors may therefore lose money.

These risks arise from various factors such as technological intricacies (for example, programming or network design errors or unexpected bugs introduced during protocol upgrades), regulatory challenges (such as changes in the legal or tax treatment of Digital Assets), market volatility, and security vulnerabilities (including the risk of hacking, cyberattacks, or loss of private keys). Digital assets operate on complex technological foundations, such as blockchain technology and cryptography. The Issuer applies reasonable care and diligence consistent with the standards of a prudent professional operator in managing and handling such assets and possesses appropriate expertise in these technologies.

However, the complex and rapidly evolving nature of Digital Assets means that even with this level of care, certain risks cannot be fully understood, anticipated, or avoided. Even with detailed technical expert knowledge, the complexity of the technology may lead to errors in handling digital wallets, executing transactions, or managing private keys. For example, an incorrectly executed transaction or mishandling of a private key can irreversibly result in the loss of Digital Assets. Additionally, the rapid evolution of Digital assets and the introduction of new technologies and protocols further complicate the landscape, making it difficult for investors including the Issuer to stay up to date and make informed decisions. Digital assets can lack transparency in terms of the underlying technology, governance structure, or market information. Some projects may lack clear documentation or have complex technical whitepapers that make it challenging to assess their viability. Additionally, the decentralised nature of digital assets can result in a lack of reliable information sources, making it difficult for investors to conduct thorough due diligence. Without adequate transparency, investors may struggle to evaluate the true value and risks associated with particular Digital assets, which could lead to poor investment decisions or unexpected losses. Consequently, investors may lose part or all of the amount invested in the Notes.

21. Risks relating to Digital Asset Exchanges (Low risk)

Investors are exposed to the risk of losing their invested money as the Issuer might use Digital Asset Exchanges to trade the Digital Assets which might be subject to cyber-attacks or other incidents which could cause the loss or partial loss of Digital Assets.

Digital asset exchanges operate websites on which users can trade digital assets for U.S. dollars and other fiat currencies. Trades on digital asset exchanges are unrelated to transfers of digital assets between users via the digital asset's respective blockchain. Digital asset trades on exchanges are recorded on the exchange's internal ledger only, and each internal ledger entry for a trade will correspond to an entry for an offsetting trade in U.S. dollars or other fiat currency. To sell digital assets on a digital asset exchange, a user will transfer digital assets (using the digital asset's respective blockchain) from their own account to the digital asset exchange. Conversely, to buy digital assets on a digital asset exchange, a user will transfer U.S. dollars or other fiat currency to the digital asset exchange. After completing the transfer of digital assets or U.S. dollars, the user will execute his or her trade and withdraw either the digital asset (using the digital asset's respective blockchain) or the U.S. dollars back to the user. Digital asset exchanges are an important part of the digital asset industry.

Digital asset exchanges have a limited history. Since 2009, several digital asset exchanges have been closed or experienced disruptions due to fraud, failure, security breaches or distributed denial of service attacks (known as "DDoS Attacks"). In many of these instances, the customers of such exchanges were not compensated or made whole for the partial or complete losses of their funds held at the exchanges. Digital asset exchanges are also appealing targets for hackers and malware. The potential for instability of digital asset exchanges and the closure or temporary shutdown of exchanges due to fraud, business failure, hackers, DDoS or malware, or government-mandated regulation may reduce confidence in digital assets, which may result in greater volatility and/or price decreases in the Index and the Component Digital Assets.

22. Hard Fork Risk (Low risk)

A Hard Fork occurs when the blockchain protocol of a Digital Asset is changed in a way that is not compatible with its previous version, resulting in a permanent split of the network into two or more separate blockchains. In contrast, a Soft Fork is a backwards-compatible protocol update, similar to a software upgrade, where the network continues to recognise all new blocks as valid.

A Hard Fork may occur when a blockchain network modifies its protocol and a significant portion of participants adopt the new version, while others continue using the previous version. Although such events can be used to address security vulnerabilities or improve functionality, they can also create uncertainty among market

participants as to which version will be recognised as the main or “original” chain. This uncertainty may lead to reduced confidence, lower liquidity, and increased volatility, which could cause the market value of the Digital Asset to decline materially. Consequently, investors may lose part or all of the amount invested in the Notes.

23. Airdrop Risk (Low risk)

An airdrop is an unsolicited distribution of a Digital Asset token or coin to numerous wallet addresses. Airdrops in the context of Digital assets refer to the distribution of additional tokens to existing holders of a particular Digital asset. While airdrops can be an exciting opportunity for investors to receive additional Digital assets, they also come with certain risks that should be considered. The frequent occurrence of airdrops can result in market saturation. When multiple Digital assets are distributed through airdrops, the supply of Digital assets can increase significantly. This oversupply can potentially dilute the value of existing Digital assets, leading to a decline in their market prices and, consequently, a reduction in the value of the Notes. Investors may lose part or all of their investment.

The Issuer, in its sole discretion, will determine whether or not to participate in any Airdrop. Investors in the Notes are not legally entitled to any proceeds or benefits resulting from Airdrops. If the Issuer decides to participate in an Airdrop and the distributed tokens are supported by the Custodian, the Issuer may, at its sole discretion, convert any non-eligible assets derived from the Airdrop into eligible assets before including them as part of the collateral for the relevant Series of Notes.

The Issuer retains full discretion not to participate in an Airdrop (for example, if the Custodian or other service providers are unable or unwilling to facilitate participation) and is under no obligation to consider the preferences of investors when making such a determination. In such cases, investors will not receive any value from the new Airdropped Digital Assets.

Neither the Issuer nor the Custodian is obliged to monitor, assess, or claim every Airdrop or event resulting in an Airdrop, or to notify investors of any such event. Airdropped tokens must be actively claimed by the Issuer, and unclaimed assets will not be included in the Collateral.

For these reasons, there can be no assurance that investors will benefit from any Airdrop related to the underlying Digital Assets. The Issuer’s decision not to participate in an Airdrop, or operational or custodial limitations preventing participation, may mean that investors receive no value or proceeds from such events. Even if Airdropped assets are realised and converted into eligible assets, their contribution to the value of the Notes may be minimal or negligible. Consequently, investors may lose part or all of the amount invested in the Notes because any realised Airdropped assets may be too small to offset declines in the value of the underlying eligible assets, meaning the overall collateral value may still fall significantly.

24. Validator Reward Risk (Low risk)

The validator process may demand significant processing power and specialised equipment to solve complicated cryptographic hash problems (proof-of-work) or significant cost of capital (proof-of-stake) in order to verify blocks of transactions being updated on the decentralised blockchain ledger. As a result, validators are usually paid with new Digital assets (validator rewards) and a share of network revenue (transaction fees paid by users). The new Digital assets are put into circulation when transactions are added to the blockchain. Therefore, the validation process is an essential component of the construction and maintenance of the blockchain ledger.

However, many blockchain networks rely on a relatively small group of core developers and open-source contributors to maintain, update, and improve the network’s underlying protocol. These individuals are typically not directly compensated and may lack the financial incentives or resources to address technical or security issues promptly. If developer participation declines or key contributors withdraw, network upgrades or maintenance may be delayed or disrupted.

A decline in validator rewards or significant increases in transaction verification costs may lead to validators switching to other networks, thereby retarding transaction validation and usage. Similarly, if development activity diminishes or if control over network maintenance becomes concentrated in a small group of contributors, governance risks may increase, including potential for conflicting interests, mismanagement, or malicious interference.

Any issue arising in relation to inflation dynamics or transaction confirmations of the relevant Digital Assets

might have a negative effect on the Digital asset's price. and, consequently, a reduce the value of the Notes. In extreme cases, a failure of network maintenance, validator participation, or developer support could compromise the integrity or functionality of the network, leading to a sharp fall in the value of the underlying Digital Asset. Investors may lose part or all of their investment.

25. Low Liquidity Risk (Low risk)

Low liquidity in Digital Assets markets refers to a situation where there is insufficient trading activity and a limited number of participants. This condition can materially affect the price formation, valuation, and tradability of the underlying Digital Assets. Firstly, low liquidity can lead to wide bid-ask spreads, making it expensive to enter or exit positions. Market orders in illiquid markets may cause slippage, where the executed price deviates significantly from the expected price. Moreover, low liquidity can also amplify price volatility. A large order in such a market could lead to drastic price swings, making the market susceptible to manipulation and sudden crashes, potentially resulting in substantial declines in the market value of the Digital Assets underlying the Notes. In extreme cases, a lack of liquidity might even hinder the ability to execute trades altogether. Additionally, low liquidity markets are more vulnerable to pump-and-dump schemes, where coordinated groups artificially inflate prices before rapidly selling off. Investors might find it challenging to accurately assess an asset's value due to the erratic price movements in illiquid markets. Overall, low liquidity could adversely affect the value, pricing, and redemption proceeds of the Notes, leading to partial or total loss of the invested capital.

26. Centralised Validation Risk (Low risk)

Networks based on a Proof-of-Stake consensus mechanism rely on validators rather than miners to add new transactions to the network. These validators get to choose which transactions are included, and on some networks (such as Ethereum) in what sequence get into each block. Although Proof-of-Stake can significantly reduce a network's energy consumption, it also means that a significant amount of the Digital Assets used to secure the network is held by centralised entities such as initial investors, exchanges or the project's development team and founders.

As a result, these centralised entities are much more likely to be selected to add blocks of transactions to the chain and may gain a disproportionate degree of influence over which transactions are validated, prioritised, or potentially excluded. In extreme cases, coordinated or malicious activity by such entities could allow them to alter transaction order, delay or block valid transactions, or otherwise undermine the integrity of the blockchain. Such concentration of control could weaken decentralization, compromise network security, and undermine confidence in the integrity and reliability of the network. In extreme cases, this could negatively affect the operation, security, or market value of the underlying Digital Assets and, consequently, reduce the value and liquidity of the Notes. Investors may lose part or all of their investment.

27. Wealth Centralisation Risk (Low risk)

The Proof of Stake (PoS) is a consensus mechanism used by certain Digital Asset networks in which transaction validation and network security are determined by the accounts holding the largest stakes in the network. PoS consensus mechanisms may theoretically provide a greater chance of being selected for individuals or entities who hold larger quantities of the relevant Digital Asset because of the direct association between ownership and selection chance. Consequently, participants with larger holdings are likely to be rewarded. As a result, participants with smaller holdings may leave the network if they can't generate rewards. Moreover, PoS consensus mechanisms may create a situation where the network is not inclusive, as certain members (such as those with larger holdings) may be favoured over others, increasing the possibility of centralised power. Staking inefficiently and centralisation in smaller networks are weaknesses in PoS consensus mechanisms that could impact stability and integrity. Such developments could undermine confidence in the network and negatively impact the value and liquidity of the underlying Digital Assets and, consequently, the value of the Notes. Investors may therefore lose part or all of their investment.

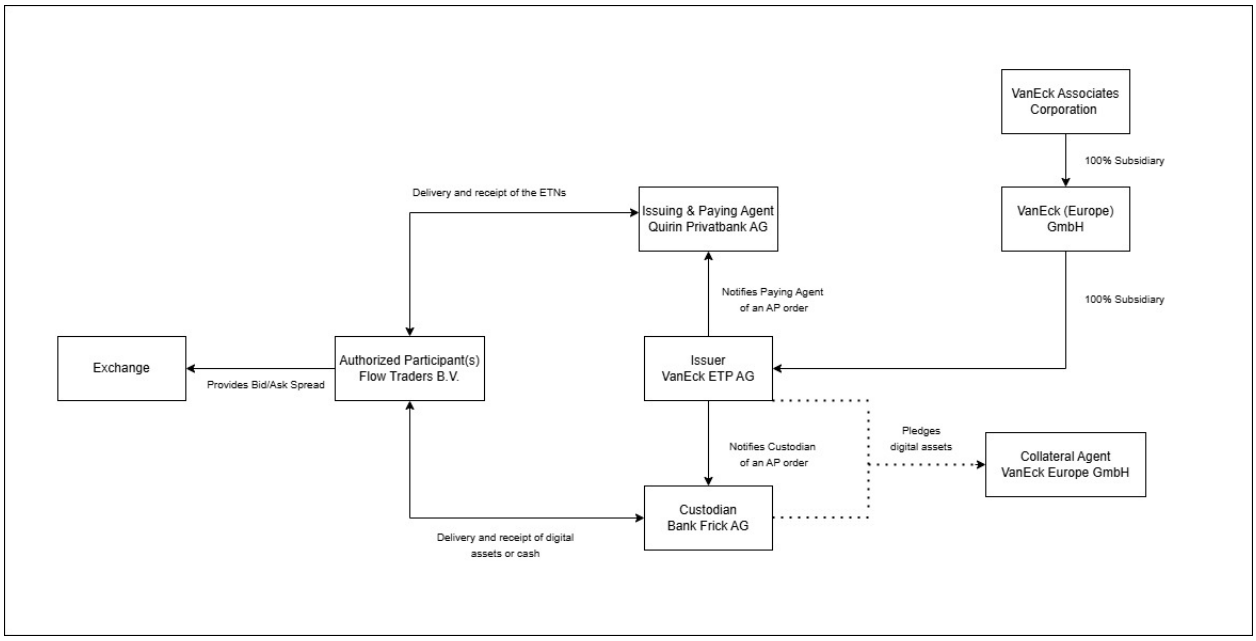
DESCRIPTION OF THE PROGRAMME

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

Description of the Programme

VanEck Exchange Traded Note Programme pursuant to which the Issuer may issue collateralised exchange traded debt securities ("**Notes**") which seek to replicate, to the extent practicable the composition of indices providing exposure to digital assets. **Investors are entitled to receive a pre-defined share of the Series Assets in kind.**

A diagrammatic representation of the principal aspects of the structure as currently in place appears below:



Parties to the Programme

Issuer	VanEck ETP AG ("VEEA"), having its registered office at Schaanerstrasse 99, 9490 Vaduz, Liechtenstein, a society limited by shares and incorporated in Liechtenstein with registered number FL-0002.640.173-8.
Arranger and Calculation Agent	VanEck (Europe) GmbH, Kreuznacher Strasse 30, 60486 Frankfurt, Germany, a limited liability company incorporated in Germany with registered number HRB 85306.
Custodian and Safekeeper	Bank Frick & Co AG, Landstrasse 14, 9496 Balzers, Principality of Liechtenstein
Collateral Agent	VanEck (Europe) GmbH, Kreuznacher Strasse 30, 60486 Frankfurt, Germany, a limited liability company incorporated in Germany with registered number HRB 85306.
Issuing and Paying Agent	Quirin Privatbank AG, Bürgermeister-Smidt-Straße 76, 28195 Bremen, Germany
Paying Agents	The Issuer may appoint additional paying agents in relation to a Series of Notes if required by the rules of any stock exchange on which Notes are listed or admitted to trading.
Authorised Participant(s)	Flow Traders B.V., Jacob Bontiusplaats 9, Amsterdam 1018 LL, the Netherlands Jane Street Financial Limited, 2 and a Half Devonshire Square, London EC2M 4 UJ, United Kingdom GTX UK LLP, 11th Floor, Tower 42, 25 Old Broad Street, London EC2N 1HQ DRW Europe B.V., Locatellikade 1, Floor 7, 1076 AZ Amsterdam, The Netherlands Virtu Financial Ireland Limited, 91/92 N Wall Quay, North Wall, Dublin, Ireland and any Eligible Authorised Participant that has entered into an Authorised Participant Agreement with the Issuer and has acceded to the Operating Procedures Agreement. Only an Authorised Participant may subscribe for the Notes. "**Eligible Authorised Participant**" means any bank or financial institution (which for these purposes shall include any leading dealer or broker in the assets of the type referenced by the Notes) incorporated, domiciled and regulated in the EEA.

Programme Overview

Public Offers	If so specified in the Final Terms in respect of any Series of Notes, the Issuer consents to the use of the Base Prospectus by any Authorised Participant in connection with any offer of Notes that is not within an exemption from the requirement to publish a prospectus under the Prospectus Regulation (a "**Non-exempt**

Offer") during the offer period specified in the relevant Final Terms (the "**Offer Period**"), in the relevant Member State(s) and subject to the applicable conditions, in each case specified in the relevant Final Terms.

The consent referred to above relates to Offer Periods occurring within 12 months from the date of this Base Prospectus.

The Programme

As of 19. October 2020, the Issuer established the VanEck Exchange Traded Note Programme (the "**Programme**") for the issuance of collateralised exchange-traded securities ("**Notes**"). The maximum number of Notes that may be outstanding at any time under the Programme is 1,000,000,000 per Series of Notes.

Issuance of Series of Notes

The Issuer may issue Series of Notes under the Programme (each a "**Series**"). Each Series of Notes constitutes limited recourse obligations of the Issuer, secured on and resulting claims to be satisfied solely from the Series Assets in respect of such Series.

If the assets or the net proceeds (e.g. in case of enforcement) of the Series Assets for a Series of Notes are not sufficient to satisfy all claims due in respect of such Series of Notes (after payment of all obligations of the Issuer ranking senior thereto), no other assets of the Issuer (including the Series Assets in respect of any other Series of Notes) will be available to meet such shortfall and the claims of the creditors of the Issuer in respect of such Series and such shortfalls shall be extinguished.

Method of issuance

Notes will be issued in Series on an ongoing basis.

In Specie Subscription

In relation to any Subscription Order, the Issuer may in accordance with the relevant Authorised Participant Agreement and the Operating Procedures Agreement agree with the relevant Authorised Participant that the obligation of the Authorised Participant to pay the relevant subscription amount (the "**Relevant Subscription Amount**") shall be satisfied by the delivery to the Issuer of Component Digital Assets which the Calculation Agent determines have a value on the Subscription Trade Date, after taking into account any costs of transfer or delivery, which is equal to the Relevant Subscription Amount.

Continual issuance and redemption

It is intended that the Notes of each Series shall be subject to a continual issuance and redemption mechanism, under which additional Notes of such Series may be issued and Notes may be redeemed.

Principal features of the Notes

Form of the Notes

The Notes will be issued in global bearer form and serially numbered or in dematerialised uncertificated registered form which shall not be exchangeable for bearer securities, in each case in the amount and currency of denomination specified in the applicable Final Terms.

The Notes and interests therein are freely transferable, subject to applicable laws and regulations. Transfers of interests will be made through the relevant clearing systems, in accordance with their rules and procedures. Any transfer will confer all rights and benefits to the transferee and bind the transferee to all obligations pursuant to these Conditions.

Terms and Conditions of the Notes	Each Series of Notes will be issued subject to terms and conditions in the form and with the contents as set out in the section of this Base Prospectus headed "*Terms and Conditions of the Notes*" as completed by the Final Terms in respect of each Series.
Issue Price	The Issue Price in respect of each Series of Notes will be set out in the Final Terms with respect to such Series.
Principal Amount	The Principal Amount in respect of each Series of Notes will be set out in the Final Terms with respect to such Series.
Denomination	The Denomination of each Note is equal to its Principal Amount.
Interest	The Notes will not bear interest at a prescribed rate.
Redemption at maturity	Unless previously redeemed in whole or purchased and cancelled by the Issuer, the Notes of each Series will become due on their Final Redemption Settlement Date at their Final Redemption Amount.
Final Redemption Settlement Date	The Final Redemption Settlement Date in respect of a Series of Notes will be the day that falls three Currency Business Days after the Final Redemption Date.
Final Redemption Date	The Final Redemption Date in respect of each Series of Notes will be set out in the Final Terms with respect to such Series. The Final Redemption Date may be extended by the Issuer for periods of up to 10 years for each extension. Any such extension must be notified to the Noteholders at least one month in advance of the then current Final Redemption Date.
Final Redemption Amount	The Final Redemption Amount corresponds to an in-kind share of the Series Assets per Note with a value corresponding to the Note Value on the Redemption Pricing Date as determined by the Calculation Agent, less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer necessary to give effect to such redemption. The Final Redemption Amount will be transferred to the Noteholders Redemption Wallet in kind. If delivery of Series Assets in kind is impossible in general or with regard to a specific investor, an investor may request that the Issuer arranges for the sale of the portion of the Series Assets corresponding to such investors Notes and that the investor instead receives the proceeds of such sale less such Note's *pro rata* share of any costs and expenses incurred by or on behalf of the Issuer in any realisation of any Series Assets of the relevant Series necessary to give effect to such redemption.
Mandatory Redemption	The Notes of a Series may fall for mandatory redemption prior to their Final Redemption Date at the Mandatory Redemption Amount if a Mandatory Redemption Event occurs.
Mandatory Redemption Events	The Notes of a Series may fall for mandatory redemption if any of the following events occur: (1) the Issuer determines that it is not appropriate to make adjustments to the Conditions of the Notes following the occurrence of an Adjustment Event (meaning an Index Cancellation, and Index Modification or an Index

Disruption), thereby triggering a Disruption Redemption Event;

(2) any of the Calculation Agent, the Issuing and Paying Agent, the Custodian and/or all of the Authorised Participants in relation to the Notes resign their appointment or their appointment is terminated for any reason and no successor or replacement has been appointed at the time that such resignation or termination takes effect;

(3) (a) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation, the Issuer gives notice that the Notes of a Series are to be redeemed, because

(i) the Issuer would (or would expect to) incur a materially increased cost in performing its obligations under such Notes; or

(ii) it would become illegal for the Issuer to (x) hold, acquire or dispose of all of the types of Series Asset, and/or (y) perform its obligations under the Notes.

or

(4) the Issuer exercises its option to call all or some of the Notes for early redemption.

Mandatory Redemption Amount

The Mandatory Redemption Amount corresponds to the Final Redemption Amount.

Redemption by Noteholders

A Noteholder may on any Valuation Date require the Issuer to redeem all or part of its holding of Notes of a Series at the Redemption Amount on the relevant Redemption Settlement Date by submitting to the Issuer a valid Redemption Order.

Redemption Amount

The Redemption Amount corresponds to the Final Redemption Amount.

Noteholder's exposure to the daily performance of the applicable Index

The proceeds of issue of each Series of Notes will be invested in a portfolio of Series Assets specific for such Series. The Assets will be selected and managed by the Issuer in order to replicate, to the extent practicable the composition of the relevant Index. Therefore, Noteholders will be indirectly, partially exposed to the daily performance of the Index in respect of the Series.

Redemption Wallet	A digital assets wallet of the Noteholder which is used to receive the Final Redemption Amount, Mandatory Redemption Amount or Redemption Amount and which provides reasonable customer due diligence (KYC) and Anti Money Laundering measures according to the Travel Rule to be specified by the Noteholder in the Redemption Order Form.
Redemption Order Form	The form to be used by Noteholders to order a Direct Redemption. Redemption Order Forms will be provided on the Issuers website www.vaneck.com. In case of agreements with Authorised Participants setting forth the terms of a (potential) redemption, no such form may be required to be used.
Redemption Securities Account	The securities account of the Issuer as specified in the confirmation email by the Issuer to the Noteholder to confirm a Redemption Order and to which the Noteholder will need to transfer his Notes in order to receive the Redemption Amount.
Redemption Settlement Date	"**Redemption Settlement Date**" means the day that falls three Currency Business Days after the Redemption Pricing Date which is not a Disrupted Day and is both a Currency Business Day and a Clearing System Business Day.
Redemption Fee	In case of a Redemption by Noteholders which are non-Authorised Participants, the Issuer may charge a fee of 1% (of the value of the Notes to be redeemed), at minimum 1.500,00 USD per Redemption.
Redemption Pricing Date	means a Valuation Date on which a Redemption Order is determined to be valid and accepted by or on behalf of the Issuer.
Assets	Each Series of Notes will be secured by a portfolio held by the Issuer and consisting of digital assets (the "**Digital Assets**") that: (i) are component digital assets of an index (the "**Index**", and the digital assets that comprise such Index, the "**Component Digital Assets or Digital Assets**"); and/or (ii) at the time of their purchase are not Component Digital Assets but that are expected by the Issuer to be included in the Index at the time of the next Index rebalancing ("**Other Digital Assets**").
Index	In respect of any Series of Notes, the index specified in the relevant Final Terms (see the sections of this Base Prospectus headed "*Description of the Indices*"). The Index in respect of a Series of Notes will be specified in the Final Terms for the Series, and may reference one or more Component Digital Assets. Each Series of Notes will seek to replicate, to the extent practicable, the composition of the relevant Index.

Acquisition of Digital Assets

The Issuer aims to provide exposure to the digital asset market as represented by the Index solely by acquiring and holding the Digital Assets required to meet its obligations under each Series of Notes. Any acquisition, disposal, or holding of Digital Assets (including, where permitted, Other Digital Assets or ancillary assets) occurs strictly in accordance with the Programme, the Index methodology, and the Final Terms, and only to reflect issuance, redemption, or adjustment events under the Notes.

Series Assets

The Assets held by the Issuer on the Series Account with the Custodian or held by the Paying Agent for and on behalf of the Issuer and referenced by a Series of Notes and securing such Series of Notes on the basis of the CA Pledge Agreement between the Issuer and the Collateral Agent; including Issuer claims to return of assets held by a third party on the basis of a staking agreement and proceeds from such staking transaction.

Staking

The Issuer may, if so specified in the Final Terms, enter into staking agreements as well as staking agency agreements ("Staking") in order to stake certain Series Assets or to allow third parties to conduct staking on behalf of the Issuer. Staking returns will form part of the Series Assets.

Limited assets for repaying obligations

The Issuer's obligations in respect of a Series of Notes will be limited to the Series Assets backing the respective Series of Notes. The Issuer will invest the proceeds of the issuance of each Series of Notes in the Series Assets.

The only assets available to the Issuer to satisfy claims of investors due in respect of the redemption of any Note will be the Series Assets (after a *pro rata* deduction of all fees, costs and expenses payable or incurred by the Issuer).

Events of Default

If:

(1) the Issuer defaults in satisfying any claims, specifically claims resulting from redemption requests in respect of a Series of Notes or any of them for a period of 14 calendar days or more;

(2) the Issuer does not perform or comply with any one or more of its obligations (other than an obligation as a consequence of redemption) under the Notes, the CA Pledge Agreement or any other Series Document, which default is incapable of remedy or, if in the opinion of the Collateral Agent capable of remedy, is not remedied within 30 calendar days (or such longer period as the Collateral Agent may permit) after notice of such default shall have been given to the Issuer by the Collateral Agent (and, for these purposes, a failure to perform or comply with an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time);

(3) any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer, save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar

arrangement on terms previously approved in writing by the Collateral Agent or by an Extraordinary Resolution;

(4) a special audit is ordered in respect of the Issuer;

then the Collateral Agent at its discretion may, or shall, if so directed in writing by the required proportion of the Noteholders, provided that it has been indemnified and/or secured and/or prefunded to its satisfaction, declare that the Notes of such Series are immediately due at their Final Redemption Amount.

Limited recourse

In respect of the Notes of any Series, the Series Parties and the Noteholders shall have recourse only to the Series Assets in respect of such Notes, subject always to the Issuer Security, and not to any other assets of the Issuer. If, following distribution or realisation in full of the Series Assets (whether by way of liquidation or enforcement) and application of available assets and / or cash sums as provided in the Conditions any outstanding claim against the Issuer in respect of the Issuer obligations remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following the extinguishment of any such claim, none of the Series Parties, the Noteholders of any relevant Series or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, corporate service providers or directors to recover any further assets or sums in respect of the extinguished claim and no debt, liability or obligation shall be owed to any such persons by the Issuer in respect of such further asset or sums.

None of the Series Parties, the Noteholders of any Series or any person acting on behalf of any of them may, at any time, bring, institute or join with any other person in bringing, instituting or joining insolvency, administration, bankruptcy, winding-up or any other similar proceedings (whether court-based or otherwise) in relation to the Issuer or any of its assets, and none of them shall have any claim arising with respect to the sums, assets and/or property attributable to any other securities issued by the Issuer (save for any further securities which form a single Series with the Notes).

Governing law of Notes

Each Series of Notes, Series Documents relating to the Notes and this Base Prospectus will each be governed by German law.

Listing and admission to trading

The Notes issued under the Base Prospectus may be admitted to trading at Deutsche Börse Xetra, Euronext Amsterdam, Euronext Paris and SIX Swiss Exchange. The Issuer may make application to additional stock exchanges and regulated or unregulated markets including multilateral trading facilities within the EEA or abroad for certain Series of Notes issued on the basis of this Base Prospectus to be admitted to trading.

The Notes may be bought and sold on such exchanges without the involvement of an Authorised Participant.

Selling and transfer restrictions

There are restrictions in relation to the offering and sale of Notes and the distribution of offering materials in certain jurisdictions. See the section of this Base Prospectus headed "*Subscription and Sale*".

Series Account

An account established with Bank Frick & Co AG in the name of the Issuer for the purpose of holding the Series Assets and all distributions received by or on behalf of the Issuer in respect of the Series Assets, and all proceeds of the Series Assets, whereby separate accounts shall be established for each Series of Notes.

Custody of Digital Assets

The Issuer digital wallets are principally maintained by the Custodian. The underlying digital assets are therefore held by a custodian, which is subject to AML regulation in Liechtenstein. Liechtenstein is a member of the EEA. The Liechtenstein AML regulation is equivalent to the UK AML laws. All digital assets are wholly or principally held in cold storage. The staked Digital Assets, however, are held in multi-party computation (MPC) custody with strict transaction-approval controls, and industry-standard practices, and remain in segregated custody subject to the security interest granted in favour of the Collateral Agent under the CA Pledge Agreement.

A small portion of the Digital Assets may be held on digital wallets maintained by digital asset exchanges. The Issuer will maintain separate wallets with respect to Digital Assets referenced by each Series of Notes.

Security for the Notes

In respect of the Notes of each Series, the obligations of the Issuer shall be secured by the Issuer Security constituted by the CA Pledge Agreement relating to such Series.

Pursuant to the CA Pledge Agreement relating to a Series of Notes, in respect of that Series the obligations of the Issuer under the Notes shall be secured by a charge in favour of the Collateral Agent, for the benefit of the Noteholders, on:

(i) all sums held now or in the future by or on behalf of the Issuer (including, without limitation, by the Issuing and Paying Agent) to meet payments due in respect of the obligations and duties of the Issuer under the CA Pledge Agreement and the Notes and all rights and claims of the Issuer relating to such sums,

(ii) the Series Assets and any sums of money or other property received or receivable now or in the future by or on behalf of the Issuer from or in context with the Series Assets and all rights and claims of the Issuer with regard to the Series Assets and such sums or property,

(iii) all of the Issuer's rights and claims as against the Custodian, relating to the Notes, and

(iv) all of the Issuer's rights and claims in respect of any sum or property now or in the future standing to the credit of the Series Account,

in each case, to the extent that they relate to such Series of the Notes.

Settlement and Clearing

A Series of Notes may, subject to all applicable legal and regulatory requirements, be issued in Series comprising of Bearer Securities or in dematerialised uncertificated registered form.

See the section of this Base Prospectus headed "Settlement and Clearing of Notes".

ECONOMIC OVERVIEW OF THE NOTES

Overview of the Notes

The Issuer may from time to time issue collateralised exchange traded debt securities under the Programme, that seek to provide exposure to one or more digital assets on the terms set out in this Base Prospectus in the section headed "Terms and Conditions of the Notes", as completed in respect of each Series of Notes by the Final Terms relating to such Notes.

The Issuer has been specifically set up as an SPV in order to issue the Notes under the Programme with the purpose to raise assets to be invested as set forth below.

The proceeds of the issue of each Series of Notes is intended to be invested to replicate, to the extent practicable, the composition of the relevant Index. The Note Value will reflect the value of the Series Assets for each Series of Notes in which the Issuer will invest the proceeds of the issue of such Series of Notes. The Series Assets shall be selected and managed by the Issuer in order to replicate (to the degree practicable) the composition and performance of the Index referenced by that Series. The Series will be non-leveraged and no other financial instruments will be used to obtain exposure.

Investors of each Series of the Notes are entitled to receive a defined number of digital assets out of the "**Series Assets**" **in kind**.

The Issuer has already issued the following products, which are continued to be offered on the basis of this succeeding Base Prospectus:

VanEck Ethereum ETN	VETH	ISIN	DE000A3GPSP7
VanEck Bitcoin ETN	VBTC	ISIN	DE000A28M8D0
VanEck Polkadot ETN	VDOT	ISIN	DE000A3GSUC5
VanEck Solana ETN	VSOL	ISIN	DE000A3GSUD3
VanEck TRON ETN	VTRX	ISIN	DE000A3GSUE1
VanEck Avalanche ETN	VAVA	ISIN	DE000A3GV1T7
VanEck Crypto Leaders ETN	VTOP	ISIN	DE000A3GWEU3
VanEck Polygon ETN	VPOL	ISIN	DE000A3GV1U5
VanEck Algorand ETN	VGND	ISIN	DE000A3GWNE8
VanEck Chainlink ETN	VLNK	ISIN	DE000A3GXNV0
VanEck Smart Contract Leaders ETN	VSMA	ISIN	DE000A3GXNT4
VanEck Pyth ETN	VPYT	ISIN	DE000A4A5Z07
VanEck Sui ETN	VSUI	ISIN	DE000A4A5Z72
VanEck Celestia ETN	VTIA	ISIN	DE000A4AKZB4
VanEck Hyperliquid ETN	VHRL	ISIN	DE000A4AT2X6

The VanEck FTX Token ETN (ISIN DE000A3GWNC2) issued by the Issuer on the basis of a preceding Base Prospectus has been redeemed in September 2024. The VanEck Terra ETN (ISIN DE0003GWND0) issued by the Issuer on the basis of a preceding Base Prospectus has been redeemed in January 2023.

The Series Assets backing the issue of these Notes have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

The Issuer may issue further products on the basis of this Base Prospectus.

Note Value

The Note Value will be calculated on each Business Day (that is not a Disrupted Day) by the Calculation Agent. It is calculated based on:

(i) the value of the Series Assets on the Valuation Date;
(ii) net of any Cost and Expenses;
(iii) divided by the number of outstanding Notes.

.

On the Issue Date of a Note, the Note Value will be equal to its Issue Price. On any subsequent Business Day(which is not a Disrupted Day), the Note Value reflects the percentage change in the value of the Series Assets (net of any Costs and Expenses) since such preceding Valuation Date.

"**Costs and Expenses**" means in respect of a Series of Notes, the total fees, expenses and other liabilities (other than the liabilities represented by the Notes) payable, and/or accrued and/or estimated to be payable by the Issuer in respect of such Series.

However, the price at which Notes are traded on exchange may not reflect accurately the changes in the value of the Series Assets due to factors such as investor demand, trading volumes and general market conditions. For detailed information see Risk Factor "*The value of an investment in the Notes may not perfectly reflect or track the value of the Assets".*

Pricing Sources and Valuation Methodology

Valuation Guidelines

a) Calculation Agent
The Calculation Agent, VanEck (Europe) GmbH, will be responsible for calculating the value of the underlying assets. The Calculation Agent recognises that reliable valuation is also of critical importance for determining the price at which Notes are purchased and sold by investors on the exchanges. The valuation of the Notes will be based on the Price of the Digital Assets according to the relevant Index.

b) Valuation Policy
From an organisational perspective the Calculation Agent will implement robust pricing policies and procedures to value the digital assets. These policies and procedures address the considerations which are specific to digital assets. These additional considerations include:

(i) the globally fragmented nature of the markets for digital assets,
(ii) the "24/7" nature of the digital asset industry,
(iii) the possibility of forks arising in the blockchain.

While the Calculation Agent will retain overall responsibility for the calculation of the valuations, it may from time to time outsource elements of the calculation function and may also rely upon information provided by pricing data providers such as BITA GmbH ("BITA"). The Calculation Agent will monitor the performance of the pricing data providers in accordance with its internal policies.

c) Valuation Outsourcing
As a key element in the valuation process, the administrator of the Relevant Index (MarketVector Indexes GmbH) and the pricing data provider (BITA GmbH) will be contractually obliged to provide to the Calculation Agent all public information on the prices, liquidity and total number of units of the relevant digital assets. The Calculation Agent is in control of selecting and engaging the relevant index and pricing data providers.

The pricing policies and procedures of the Calculation Agent will specifically address how significant events relevant to the valuation of digital assets will be dealt with. As an important example, the policies will specify how and when forks will be considered for valuation. A fork is defined as an event where a blockchain for a digital asset diverges into different paths. A fork could result in different digital assets with potentially different prices. The Note aims to follow the Index treatment at all times insofar possible and practical. The specifics of different types of digital assets and their related potential impact on the valuation will be dealt with by a pricing committee established by the Calculation Agent.

d) Valuation Method for Series Assets
The Series Assets shall be valued based on the price data provided by BITA as at the relevant Valuation Point.

The price is calculated by taking the average market price over the 60 minutes before the Valuation Point. This average is called "the 60-minute *reference rate*". Using the average price helps reduce the impact of short-term price swings. To calculate the 60 minutes reference rate, BITA uses real time price data based on the following process:

(i) Assessment of exchanges based on:

a. Usability score
b. Data Quality Score
c. Liquidity Score
d. Regulatory Stability
e. Technology Score

(ii) Calculation of 1-minute volume-weighted average prices (VWAPs) across the eligible exchanges and trading pairs.

At any time the real time price for a Digital Asset therefore represents the weighted average of price from all covered exchanges, where the weight is based on the volumes traded on each respective exchange in comparison to the total traded volume.

The Issuer considers this valuation method to be a reliable, publicly available value measure of the Series Assets.

Factors affecting the Note Value and the market value of the Notes

The Note Value may be affected by a number of factors, including:

i. the performance of the Series Assets for that Series. The value of the Series Assets for a Series will vary depending on global and regional economic performance, market sentiment, borrowing and lending rates, the liquidity of the Series Assets and any other factors that may affect the ability of a holder of such Series Assets to value or sell their holding;

ii. the level of the fees and expenses taken into account when calculating the Note Value; and

iii. the occurrence of a Disruption Event, an Adjustment Event or a change in law.

General movements in local and international markets and factors that affect the investment climate and investor sentiment could all affect the level of trading and, therefore, the market price of the Notes.

While the level of the Index is not used in the calculation of the Note Value, changes in the level of the Index may be reflected by similar changes in the value of the Series Assets.

The market price of the Notes may also be affected (directly or indirectly) by a number of factors, including, but not limited to:

(i) the value and volatility of the Component Digital Assets of the Index referenced by the Notes and the Series Assets;

(ii) market perception, interest rates, yields and foreign exchange rates;

(iii) whether or not any market disruption is subsisting;

(iv) the nature and value of the Series Assets relating to such Series of Notes;

(v) the creditworthiness of the Custodian and the Authorised Participants; and

(vi) any fees or execution costs applicable to subscriptions for or redemptions of the Notes; and

(vii) the liquidity in the Notes.

The Note Value and the secondary market price of the Notes can go down as well as up throughout the term of the Notes.

Certain indices may be more volatile than other indices, and the secondary market price of the Notes which reference such index may demonstrate similar volatility. Prospective investors should be aware that the Note Value and market price of any Notes on any Valuation Date may not reflect their prior or future performance.

There can be no assurance as to the future value and market price of the Notes. See the section of this Base Prospectus headed "Risk Factors" for a description of certain of the risks associated with an investment in Notes.

Issue Price

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

Use of issue proceeds

The net proceeds of issuance of each Series of Notes on the Issue Date of such Series will be invested in the Series Assets in order to replicate, to the extent practicable the composition of the relevant Index.

Interest on the Notes

The Notes do not bear interest at a prescribed rate.

Staking Revenues and Fees

Staking may be used to generate additional income for the relevant underlying, payable to the Issuer at the time of payment and forming part of the Series Assets of a Series of Notes. The income from Staking may be reduced by a charge or fee for the staking agent, the Issuer or any other involved party. This Fee will be specified in the Final Terms.

Maturity of the Notes

Unless previously redeemed in whole or purchased and cancelled by the Issuer, each Series of Notes will become due on their Final Redemption Settlement Date at their Final Redemption Amount.

The Final Redemption Amount corresponds to an in-kind share of the Series Assets per Note with a value corresponding to the Note Value on the Redemption Pricing Date as determined by the Calculation Agent, less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer necessary to give effect to such redemption. The Final Redemption Amount will be transferred to the Noteholders Redemption Wallet in kind.

If delivery of Series Assets in kind is impossible in general or with regard to a specific investor, an investor may request that the Issuer arranges for the sale of the portion of the Series Assets corresponding to such investors Notes entitlement and that the investor instead receives the proceeds of such sale less such Note's *pro rata* share of any costs and expenses incurred by or on behalf of the Issuer throughout the term of the Notes and in any realisation of any Series Assets of the relevant Series necessary to give effect to such redemption.

Early redemption

If an Event of Default occurs in respect of a Series of Notes, each Note of such Series will become immediately due at its Final Redemption Amount.

Redemption by Noteholders

A Noteholder may on any Valuation Date require the Issuer to redeem all or part of its holding of Notes of a Series at the Redemption Amount on the relevant Redemption Settlement Date by submitting to the Issuer a valid Redemption Order.

Redemption Orders are to be placed with the Issuer

- by **Authorised Participants** in accordance with the relevant Authorised Participant Agreement and the Procedures Agreement,

- by **Noteholders which are not Authorised Participants**
  - through filing of a Redemption Order Form with the Issuer,
  - delivery of the Notes by the Noteholder to the securities account determined for this purpose by the Issuer, and
  - the use of a digital assets wallet by the Noteholder which meets the requirements set out in the Redemption Order Form.

The Issuer will satisfy any Redemption Orders by the transfer of the Redemption Amount in kind to, or to the order of, such Noteholder on the relevant Redemption Settlement Date.

Mandatory redemption

If a Mandatory Redemption Event occurs in respect of a Series of Notes, each Note of such Series will become due on the Mandatory Redemption Settlement Date at its Mandatory Redemption Amount.

Funding of deliveries and payments due to the holders of the Notes

The Issuer will satisfy any obligations due to the holder of a Note (including, for the avoidance of doubt, any Final Redemption Amount, Redemption Amount or Mandatory Redemption Amount due in respect of such Note) from the Series Assets relating to the respective Series of Notes.

The Issuer's capacity to fulfill claims of a holder of a Note is entirely dependent on the availability of Series Assets for the respective Series. If, in exceptional circumstances, realisation of Series Assets is necessary, the Issuer's capability to fulfill claims is entirely dependent on the success in realisation of the Series Assets of the respective Series.

If, following distribution in kind or realisation in full of the Series Assets relating to a Series of Notes there are any outstanding claims against the Issuer in respect of such Series of Notes, then such outstanding claims will be extinguished and no debt will be owed by the Issuer in respect thereof.

Taxation and no gross-up

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

Transfers and liquidations of Series Assets by the Issuer may be subject to charges, withholding or deduction for, or on account of, Taxes. In such circumstances the sums available to the Issuer to pay the Final Redemption Amount, the Redemption Amount or the Mandatory Redemption Amount may not be sufficient to satisfy in full the claims of the Noteholders and all creditors whose claims rank in priority to those of the Noteholders.

Fees and Expenses

In case of a Redemption by Noteholders which are non-Authorised Participants, the Issuer may charge a fee of 1% (of the value of the Notes to be redeemed), at minimum 1.500,00 USD per Redemption.

A subscription or redemption fee may be charged by the Issuer to Authorised Participants in respect of any subscription or redemption orders for Notes. The level of the subscription or redemption fee in respect of Authorised Participants will be specified in Authorised Participant Agreements.

Examples for the Calculation of Coin Entitlement and Note Value

Each Note represents a certain number of units of the underlying digital asset (in this Section also referred to as "Coins"). This number is known as the Coin Entitlement (CE). CE changes over time because the management fee is deducted in coins. This means the number of coins represented by each Note gradually decreases. For example, if a Note starts with a CE of 10 coins and has a 1.5% annual fee, the CE after one year becomes approximately 10-0.15=9.85 coins.

How the Management Fee Affects CE

The management fee applies on a daily basis. This means the CE does not decrease all at once, but rather by a small amount each day. More specifically, the management fee can be calculated for one year using 10*(1-0.015/365) ^365=9.85112.

Generally, the formula to execute these calculations is:

$$CE_{t-1}*(1- TER_t)^T= CE_t$$

Where:

CE_t Coin entitlement on the target date
CE_{t-1} Coin entitlement on the start date
TER_t Total expense ratio (management fee) adjusted to daily increments by dividing by 365 or 366
T the number of days between CE_t and $CE_{t-1.}$

How CE and Price Together Determine the Value of a Note

The value of the Note at any time is:

Value of Note = CE × Market Price of the Underlying Asset

The investment outcome therefore depends on:

- how CE has changed over time; and
- how the market price of the underlying asset has moved.

The following scenarios show how CE and price changes can affect the value of a Note over one year. All examples assume an initial CE of 10 coins and an initial price of USD 5 per coin.

Scenario 1: Return Greater Than Initial Investment

Annual management fee: 1.5%	CE	Price (USD)	Value (USD)
Day 0	10	5	50
Day 365	9.8511	15	147.77

Despite a reduction in CE due to management fee, the underlying asset price rises significantly, resulting in a higher value.

Scenario 2: Return Equal to Initial Investment

Annual management fee: 1.5%	CE	Price (USD)	Value (USD)
Day 0	10	5	50
Day 365	9.8511	5.075575	50

The underlying asset price increases only enough to offset the reduction in CE, keeping the Note value unchanged.

Scenario 3: Return Less Than Initial Investment

Annual management fee: 1.0%	CE	Price (USD)	Value (USD)
Day 0	10	5	50
Day 365	9.9005	2.5	24.75

Even with a lower fee, the underlying asset price falls sharply, reducing the value of the Note.

Scenario 4: Net Staking Yield Increases CE

For certain Notes where staking is available, the CE may increase over time due to the accrual of net staking rewards. The net yield can be included in the CE as follows:

$$CE_{t-1}*(1- TER_t + NSY_t)^T= CE_t$$

Where NSY_t annual net staking yield adjusted to a daily rate.

In case the net staking yield exceeds the management fee, CE will increase over time. Vice versa, in case the management fee exceeds the net staking yield, CE will decrease over time.

Management fee: 1% *Net staking yield: 1.4625%**	CE	Price (USD)	Value (USD)
Day 0	10.0000	5.00	50.00
Day 365	10.0464	15.00	150.70

*This example uses a net staking yield of 1.4625%, which represents the ETH network annual percentage rate of 3%, (i) multiplied by the proportion of assets assumed to be staked (65%), and (ii) multiplied by the assumed net payout after applicable validator and operational fees (1- 25%): (3%×0.65×0.75=1.4625%) These assumptions are used solely for illustration in the worked examples. Actual net staking yield may differ if any of these conditions change. The "ETH network annual percentage rate" refers to the annualised rate of staking rewards distributed by the Ethereum protocol to validators, representing the percentage increase in ETH that validators can earn over a year for helping to secure the network.

Despite management fee reduction, staking rewards in this particular example increases the CE, and a rise in the asset price further increases the overall value of the Note. However, price development could also adversely affect total valuation after 1 year, even with an increase in the CE.

The Coin Entitlement and the actual net staking yield applicable to a particular Note will be published on the Issuer's website www.vaneck.com.

DESCRIPTION OF THE SERIES ASSETS

Each Series of Notes will seek to replicate, to the degree practicable the composition of an index (the "**Index**") which may reference one or more digital assets (the "**Component Digital Assets**"). The relevant Index in respect of a Series of Notes will be specified in the Final Terms for the Series.

The Series Assets

The Series Assets in respect of each Series of Notes will be the proceeds of the issue of such Series of Notes as invested by the Issuer. The proceeds of the issue of each Series of Notes will be applied by the Issuer to replicate as close as possible the performance of the Index by acquiring digital assets (the "**Digital Assets**") that:

(i) are Component Digital Assets of the relevant Index; and/or

(ii) at the time of their purchase are not Component Digital Assets but that are announced by the Index Provider to be included in the Index at the time of the next rebalancing ("**Other Digital Assets**").

A description of digital assets generally together with a description of a selection of digital assets is included in the section of this Base Prospectus entitled *Description of the Digital Assets.*

Acquisition of Digital Assets

The Issuer aims to provide exposure to the digital asset market as represented by the Index solely by acquiring and holding the Digital Assets required to meet its obligations under each Series of Notes. Any acquisition, disposal, or holding of Digital Assets (including, where permitted, Other Digital Assets or ancillary assets) occurs strictly in accordance with the Programme, the Index methodology, and the Final Terms, and only to reflect issuance, redemption, or adjustment events under the Notes. The Issuer does not select investments, manage a portfolio, apply investment strategies, or exercise any investment discretion. Its role is purely administrative, and any acquisition, disposal, or adjustment of Digital Assets is undertaken solely to give effect to the contractual terms of the Notes. Accordingly, the Issuer does not perform any active management functions.

In connection with the issuance of each Series of Notes, the Issuer will acquire and hold digital assets (and, where relevant, ancillary assets) to back its obligations under the Notes. Such acquisition or holding does not involve investment discretion and is performed solely to reflect the contractual features of the Notes. Investors in the Notes do not acquire ownership or any direct rights in respect of the underlying digital assets held by the Issuer. Instead, investors have a contractual right against the Issuer to receive redemption proceeds in accordance with the terms of the Notes.

DESCRIPTION OF THE INDICES

The information in this section of the Base Prospectus has been extracted from public information and information published by the Index Administrator and has been reproduced on the basis of information available to the Issuer. Such information has been accurately reproduced and, as far as the Issuer is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading. The websites set out below and their contents do not form part of this Base Prospectus. The delivery of this Base Prospectus at any time does not imply any representation on the part of the Issuer or any other Series Party that the information contained therein is correct at any time subsequent to the date of this Base Prospectus.

Purchasers of Notes are advised to conduct such independent investigation and analysis regarding the Indices, the relevant Index Administrators and all other parties connected to the Indices from time to time as they deem appropriate to evaluate the merits and risks of an investment in the Notes.

Applicable Index

The Final Terms for each Series of Notes will specify the Index which is applicable to that Series.

As at the date of this Base Prospectus, the following Indices may be referenced by one or several Series of Notes.

MarketVector Bitcoin VWAP Close Index ("MVBTCV")

Index Description

The MarketVector Bitcoin VWAP Close Index is designed to track the performance of a Bitcoin digital asset. There is no component other than Bitcoin in the index.

In case of a hard fork, which results in several active lines, rules 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Bitcoin (by market capitalisation) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector Bitcoin Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0BER8	BLD0Z19	SL0BER	MVBTCV	.MVBTCV

The index was launched on 6 August 2020 with a base index value of 100.00 as of 31 December 2014.

Index Provider

MVBTCV is the exclusive property of MarketVector Indexes GmbH ("**MarketVector**"), having its registered office at Voltastr. 1, 60486 Frankfurt am Main, Germany, a wholly owned subsidiary of the Van Eck Associates Corporation, having its registered office at 666 3rd Avenue, 10017 NY, NY, the United States of America. MarketVector uses its best efforts to ensure that the index is calculated correctly.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVBTCV only. The complete set of rules of MVBTCV and information on the performance of such Index are freely accessible on the Index Administrator's website: www.marketvector.com

MarketVector Ethereum VWAP Close Index ("MVETH")

Index Description

The MarketVector Ethereum VWAP Close Index is designed to track the performance of an Ethereum digital asset. There is no component other than Ethereum in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Ethereum (by market capitalisation) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector Ethereum Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0CAC6	BN6HR93	SL0CAC	MVETHV	.MVETHV

The index was launched on 13 January 2021 with a base index value of 10.00 as of 31 December 2015.

Index Provider

MVETH is the exclusive property of MarketVector Indexes GmbH("**MarketVector**"), having its registered office at Voltastr. 1, 60486 Frankfurt am Main, Germany, a wholly owned subsidiary of the Van Eck Associates Corporation, having its registered office at 666 3rd Avenue, 10017 NY, NY, the United States of America. MarketVector uses its best efforts to ensure that the index is calculated correctly.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month.If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVETH only. The complete set of rules of MVETH and information on the performance of such Index are freely accessible on the Index Administrator's website: www.marketvector.com.

MarketVector Polkadot VWAP Close Index (MVDOTV)

Index Description

The MarketVector Polkadot VWAP Close Index is designed to track the performance of a Polkadot digital asset. There is no component other than Polkadot in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Polkadot (by market capitalisation) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector Polkadot VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0DMZ0	BMC2PJ1	SL0DMZ	MVDOTV	.MVDOTV

The index was launched on 30 June 2021 with a base index value of 100.00 as of 30 September 2020.

Index Provider

MVDOTV is the exclusive property of MarketVector Indexes GmbH("**MarketVector**"), having its registered office at Voltastr. 1, 60486 Frankfurt am Main, Germany, a wholly owned subsidiary of the Van Eck Associates Corporation, having its registered office at 666 3rd Avenue, 10017 NY, NY, the United States of America. MarketVector uses its best efforts to ensure that the index is calculated correctly.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVDOTV only. The complete set of rules of MVDOTV and information on the performance of such Index are freely accessible on the Index Administrator's website: marketvector.com.

MarketVector Solana VWAP Close Index (MVSOLV)

Index Description

The MarketVector Solana VWAP Close Index is designed to track the performance of a Solana digital asset. There is no component other than Solana in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Solana (by market capitalisation) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector Solana VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0DMY3	BMC2P79	SL0DMY	MVSOL	.MVSOLV

The index was launched on 30 June 2021 with a base index value of 10.00 as of 31 July 2020.

Index Provider

MVSOLV is the exclusive property of MarketVector Indexes GmbH("**MarketVector**"), having its registered office at Voltastr. 1, 60486 Frankfurt am Main, Germany, a wholly owned subsidiary of the Van Eck Associates Corporation, having its registered office at 666 3rd Avenue, 10017 NY, NY, the United States of America. MarketVector uses its best efforts to ensure that the index is calculated correctly.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month.If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVSOLV only. The complete set of rules of MVSOLV and information on the performance of such Index are freely accessible on the Index Administrator's website: www.marketvector.com.

MarketVector TRON VWAP Close Index (MVTRXV)

Index Description

The MarketVector TRON VWAP Close Index is designed to track the performance of a TRON digital asset. There is no component other than TRON in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components

is 1 again. In the unlikely event a spun-off coin is larger than TRON (by market capitalisation) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector TRON VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0DM05	BMC2PK2	SL0DM0	MVTRXV	.MVTRXV

The index was launched on 30 June 2021 with a base index value of 100.00 as of 31 December 2018.

Index Provider

MVTRXV is the exclusive property of MarketVector Indexes GmbH("**MarketVector**"), having its registered office at Voltastr. 1, 60486 Frankfurt am Main, Germany, a wholly owned subsidiary of the Van Eck Associates Corporation, having its registered office at 666 3rd Avenue, 10017 NY, NY, the United States of America. MarketVector uses its best efforts to ensure that the index is calculated correctly.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVTRXV only. The complete set of rules of MVTRXV and information on the performance of such Index are freely accessible on the Index Administrator's website: www.marketvector.com.

MarketVector Avalanche VWAP Close Index

The MarketVector Avalanche VWAP Close Index is designed to track the performance of an Avalanche digital asset. There is no component other than Avalanche in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Avalanche (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the

next month.

The MarketVector™ Avalanche VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0D976	BLH3DH6	SL0D97	MVAVAXV	.MVAVAXV

The index was launched on 18 November 2021 with a base index value of 10.00 as of 30 September 2020.

Index Provider

MVAVAXV is the exclusive property of MarketVector Indexes GmbH("MarketVector"), having its registered office at Voltastr. 1, 60486 Frankfurt am Main, Germany, a wholly owned subsidiary of the Van Eck Associates Corporation, having its registered office at 666 3rd Avenue, 10017 NY, NY, the United States of America. MarketVector uses its best efforts to ensure that the index is calculated correctly.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVAVAXV only. The complete set of rules of MVAVAXV and information on the performance of such Index are freely accessible on the Index Administrator's website: www.marketvector.com.

MarketVector Polygon VWAP Close Index

The MarketVector Polygon VWAP Close Index is designed to track the performance of a Polygon digital asset. There is no component other than Polygon in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Polygon (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector™ Polygon VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters

Price Return Index	DE000SL0D984	BLH3DM1	SL0D98	MVMATICV	.MVMATICV

The index was launched on 18 November 2021 with a base index value of 100.00 as of 30 September 2020.

Index Provider

MVMATICV is the exclusive property of MarketVector Indexes GmbH("MarketVector"), having its registered office at Voltastr. 1, 60486 Frankfurt am Main, Germany, a wholly owned subsidiary of the Van Eck Associates Corporation, having its registered office at 666 3rd Avenue, 10017 NY, NY, the United States of America. MarketVector uses its best efforts to ensure that the index is calculated correctly.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The index is rebalanced after closing of the last trading day in each month.

The above is a summary of the rules of MVMATICV only. The complete set of rules of MVMATICV and information on the performance of such Index are freely accessible on the Index Administrator's website: www.marketvector.com.

MarketVector Crypto Leaders VWAP Close Index

The MarketVector Crypto Leaders VWAP Close Index is designed to track the performance of the largest and most liquid digital assets. All assets on the selection list must be listed on at least one of the whitelisted exchanges by BITA and are screened for investibility. The 30% capping scheme as described in section 3.1 is applied.

Review procedure:
The index universe is defined as the components of the MarketVector™ Digital Assets 10 Index (MVDA10). The components of the MVDA10 are screened in accordance with the custodian specifications applicable to the client and the approvals by the relevant stock exchanges. (The index does not include crypto assets that are not accepted by the Swiss Stock Exchange (SIX) and Deutsche Börse AG as an underlying.) Information is provided by the respective 3rd party partners of the client. All constituents of theMVDA10 which pass these screens qualify as index components.

In case of a hard fork, which results in several active lines, rule 5.2 applies.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the

next month.

The components of this index are reviewed on a quarterly basis and rebalanced at 16:00:00 CET.

The MarketVector™ Crypto Leaders VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0EAN9	BMHYR29	SL0EAN	MVLEADV	.MVLEADV

The index was launched on 7 December 2021 with a base index value of 100.00 as of 31 December 2018.

Index Rebalancing

The index is rebalanced quarterly.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

The index is rebalanced after closing of the last Tuesday of February, May, August and November. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVLEADV only. The complete set of rules of MVLEADV and information on the performance of such Index are freely accessible on the Index Administrator's website: marketvector.com.

MarketVector Algorand VWAP Close Index

The MarketVector Algorand VWAP Close Index is designed to track the performance of a Algorand digital asset. There is no component other than Algorand in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Algorand (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector™ Algorand VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0EYV2	BNZHQL9	SL0EYV	MVALGOV	.MVALGOV

The index was launched on 22 December 2021 with a base index value of 100.00 as of 30 June 2019.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The index is rebalanced at 16:00:00 CET of the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVALGOV only. The complete set of rules of MVALGOV and information on the performance of such Index are freely accessible on the Index Administrator's website: marketvector.com.

MarketVector Chainlink VWAP Close Index

The MarketVector™ Chainlink VWAP Close Index is designed to track the performance of a Chainlink digital asset. There is no component other than Chainlink in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Chainlink (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector™ Chainlink VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SL0FCZ6	BPLFF03	SL0FCZ	MVLINKV	.MVLINKV

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVLINKV only. The complete set of rules of MVLINKV and information on the performance of such Index are freely accessible on the Index Administrator’s website: marketvector.com.

MarketVector Smart Contract Leaders VWAP Close

The MarketVector™ Smart Contract Leaders VWAP Close Index is designed to track the performance of the largest and most liquid smart contract assets. All assets on the selection list must be listed on at least one of the whitelisted exchanges by BITA.. The 30% capping scheme as described in section 3.1 is applied.

The index is derived from the MarketVector™ Digital Assets 100 Index (MVDA). The digital assets, which fulfil the following criteria, qualify for the index universe:

- new components of MarketVector™ Digital Assets 100 Index (MVDA).
- classified as ”smart contract platforms” by MarketVector™ Indexes.

In case the number of components qualifying for the index universe is below 10, additional assets classified as ”smart contract platforms” are selected from the MVDA universe with an average-daily-trading value of at least 1,000,000 USD for the current month. These assets are sorted by market capitalization in descending order and selected top to bottom until the number of assets in the index universe equals 10.

If the number of eligible assets is still below 10, additional assets are added by the Index Owner’s decision until the number of assets equals 10.

All qualified digital assets must not carry short term security risks (e.g. 51% attacks).

The assets in the index universe are screened in accordance with the custodian specifications applicable to the client and the index does not include crypto assets that are not accepted by Deutsche Börse AG as an underlying. Information is provided by the respective 3rd party partners of the client.

Current components, which fulfil the listing criteria, qualify for the selection list with:

- a market capitalization of at least 800,000,000 USD,
- an average daily-trading value of at least 20,000,000 USD.

Components fulfilling the universe criteria above qualify for the selection list with:

- a market capitalization of at least 1,000,000,000 USD,
- an average-daily-trading value of at least 25,000,000 USD,
- Approved availability of custodians by the Index Owner.

Review procedure:

1. The selection list contains all assets which fulfil the universe and listing criteria as described above. If there are no sufficient non-components which fulfil the custodian specifications, market capitalization and liquidity criteria, then only the components that fulfil these criteria will be considered.

2. The selection list is ranked by market capitalization in descending order (the largest constituent receives rank “1”).

3. The top 7 digital assets qualify for selection.

4. The remaining 3 components are selected from the highest ranked remaining index components ranked between 8 and 13.

5. If the number of selected components is below 10, then the highest ranked digital assets are selected until the number of components equals 10. If there are no sufficient non-components which fulfil the custodian specifications, market capitalization and liquidity criteria, then only the components that fulfil these criteria will be considered. In this case, number of components can be less than 10.

In case of a hard fork, which results in several active lines, rule 5.2 applies.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector™ Smart Contract Leaders VWAP Close Index has the following identifiers:

Index Type	**ISIN**	**SEDOL**	**WKN**	**Bloomberg**	**Reuters**
Price Return Index	DE000SL0FCY9	BPLFDZ4	SL0FCY	MVSCLEV	.MVSCLEV

The index was launched on 07 March 2022 with a base index value of 100.00 as of 31 December 2018.

Index Rebalancing

The index is rebalanced quarterly.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

The index is rebalanced after closing of the last Tuesday of February, May, August and November. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVSCLEV only. The complete set of rules of MVSCLEV and information on the performance of such Index are freely accessible on the Index Administrator’s website: marketvector.com.

MarketVector Pyth Network VWAP Close Index

The MarketVector™ Pyth Network VWAP Close Index is designed to track the performance of a Pyth Network digital asset. There is no component other than Pyth Network in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number

of components is 1 again. In the unlikely event a spun-off coin is larger than Pyth Network (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector™ Pyth Network VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000A4AJE13		A4AJE1	MVPYTHV	.MVPYTHV

The index was launched on 6 September 2024 with a base index value of 100.00 as of 30 November 2023.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVPYTHV only. The complete set of rules of MVPYTHV and information on the performance of such Index are freely accessible on the Index Administrator's website: marketvector.com.

MarketVector Sui VWAP Close Index

The MarketVector™ Sui VWAP Close Index is designed to track the performance of a Sui digital asset. There is no component other than Sui in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Sui (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

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

The MarketVector™ Sui VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000A4AJE21		A4AJE2	MVSUIV	.MVSUIV

The index was launched on 6 September 2024 with a base index value of 100.00 as of 31 May 2023.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVSUIV only. The complete set of rules of MVSUIV and information on the performance of such Index are freely accessible on the Index Administrator's website: marketvector.com.

MarketVector Celestia VWAP Close Index

The MarketVector™ Celestia VWAP Close Index is designed to track the performance of a Celestia digital asset. There is no component other than Celestia in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Celestia (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

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

The MarketVector™ Celestia VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000A4AKY24	BPNXS39	A4AKY2	MVTIAV	.MVTIAV

The index was launched on 05 February 2025 with a base index value of 100.00 as of 31 January 2024.

Index Rebalancing

The index is rebalanced monthly regarding the component's amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVTIAV only. The complete set of rules of MVTIAV and information on the performance of such Index are freely accessible on the Index Administrator’s website: marketvector.com.

MarketVector Hyperliquid VWAP Close Index

The MarketVector™ Hyperliquid VWAP Close Index is designed to track the performance of a Hyperliquid digital asset. There is no component other than Hyperliquid in the index.

In case of a hard fork, which results in several active lines, rule 5.2 applies. The spun-off coin will be removed one day after the effective date (when a price and the main net is available) until the number of components is 1 again. In the unlikely event a spun-off coin is larger than Hyperliquid (by market capitalization) and is in general accepted as the successor of the original chain, the index owner might decide to keep it as the only index component.

The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors every second. The index is disseminated in USD and the closing value is calculated at 16:00:00 CET based on 1h volume weighted average prices (VWAPs) between 15:00 and 16:00 CET.

Adjustments to constituents will be announced seven business days prior to the first business day of the next month.

The MarketVector™ Hyperliquid VWAP Close Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000A4AUAX0	BX57CY4	A4AUAX	MVHYPEV	.MVHYPEV

The index was launched on 17 April 2026 with a base index value of 100.00 as of 31 May 2025.

Index Rebalancing

The index is rebalanced monthly regarding the component’s amount outstanding.

The Index is rebalanced at 16:00:00 CET on the last Tuesday of the month. If the last Tuesday is not a business day, the rebalance will take place on the next business day.

The reviews are based on the opening data of the day which falls seven business days prior to the last business day of the month. If a digital asset does not trade on that business day, then the last available price for this digital asset will be used.

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

Adjustments to constituents will be announced seven business days prior to the first business day of the next month after index close.

If the announcement of constituent adjustments occurs less than three business days before the scheduled rebalance, the rebalance will be delayed by one business day, following the rules outlined above.

The above is a summary of the rules of MVHYPEV only. The complete set of rules of MVHYPEV and information on the performance of such Index are freely accessible on the Index Administrator's website: marketvector.com.

Benchmark Regulation

Under Regulation (EU) 2016/1011 (the "Benchmark Regulation"), benchmark administrators should apply for authorisation or registration as an administrator before 1 January 2020. Upon such authorisation or registration, the benchmark administrator or the benchmark will appear on the register of administrators and benchmarks maintained by the ESMA pursuant to Article 36 of the Benchmark Regulation.

As at the date of this Base Prospectus, the Indices applying on the Series of Notes issued under this Base Prospectus are benchmarks with an administrator indicated in the ESMA register within the meaning of the Benchmark Regulation.

Additional Indices

The Issuer may from time to time issue other Notes which seek to replicate, to the extent practicable the composition of an Index other than those listed above. The Final Terms for each Series of Notes will specify the Index which is applicable to that Series.

DESCRIPTION OF THE DIGITAL ASSETS

The information in this section of the Base Prospectus has been extracted from public information and has been reproduced on the basis of information available to the Issuer. Such information has been accurately reproduced and, as far as the Issuer is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Base Prospectus at any time does not imply any representation on the part of the Issuer, any other Series Party or any other person that any information contained therein is correct at any time subsequent to the date of this Base Prospectus.

Each Series of Notes is intended to replicate, to the extent practicable the composition of the relevant Index which is linked to the daily performance of one or more digital assets. **Investors of each Series of the Notes are entitled to receive a defined number of digital assets** out of a portfolio of assets (the "**Series Assets**") **in kind**.

A general overview of digital assets together with a description of a small selection of digital assets appears below.

Structure of digital assets

Digital assets are not issued by any government, bank or central organisation in the same way as fiat currencies or traditional assets such as shares or bonds, and instead exist on an online, peer-to-peer network (the "**Network**") that hosts a public transaction ledger where digital assets transactions are recorded. When a transaction (i.e. transfer of digital assets between two digital wallets, or from one digital asset owner to another) is made, it is signed by the owner's encrypted electronic signature, as detailed below. Once signed, this transaction is then broadcasted to the Network through peer-to-peer technology.

Each transaction is broadcast to the Network and recorded in a blockchain using a mining process. The blockchain (the **"Blockchain"**) is a public transaction ledger of the Network on which miners or mining pools solve algorithmic equations allowing them to add records of recent transactions (called "blocks") to the chain of transactions in exchange for an award of the relevant digital asset from the Network and the payment of transaction fees, if any, from users whose transactions are recorded in the block being added. Miners use cryptographic technology to encrypt the identities of the digital assets owners and verify if the transaction is valid. This process ensures the legitimacy of the record keeping and prevents a malicious third party from adding fraudulent blocks to generate counterfeit digital assets or reversing prior transactions.

A transaction between two parties will only be recorded in the Blockchain if that block is accepted by a majority of the nodes (nodes are computers in the blockchain network that validates transactions) in the Network. Validation will be achieved by confirming the cryptographic hash value included in the block's solution and by the block's addition to the longest confirmed Blockchain on the Network. Each block contains a reference to the immediately preceding block, therefore additional blocks incorporated into the Blockchain constitute additional confirmations of the transactions in the prior blocks. Inclusion in the Blockchain constitutes a confirmation of the transaction. Exchanges may set their own criteria in relation to how many confirmations are required until the funds transfer is confirmed as valid.

A confirmed transaction is considered final and can no longer be reversed. It will then become part of the history of transactions in a Blockchain.

Mining

Mining is the process by which digital assets are created and transactions are verified. A miner or user can begin the mining process by downloading a software program which turns the user's computer into a node on the Network that validates blocks. As each digital assets transaction is validated, new blocks are added to the Blockchain and new digital assets are issued to the miners.

The miner must solve a complex computational algorithm in order to add a block to the Blockchain. Each block can only be solved and added to the Blockchain by one miner, therefore all miners are engaged in a competitive process of constantly increasing their computer power to improve their likelihood of solving the block. The miner's proposed block will be added to the Blockchain once a majority of the nodes on the Network confirms the miner's work. This process is called Proof of Work ("**PoW**").

As compensation for successfully adding a block to the Blockchain, miners are automatically awarded a fixed amount of digital assets and / or any transaction fees paid by transferors whose transactions are recorded in the block.

Staking

Some digital assets networks rely on staking to validate block transactions. Instead of solving complex computational algorithms to add a block to the Blockchain, Proof of Stake ("**PoS**") depends on a staking party's economic stake in the network. New blocks to the Blockchain are added based on the percentage share a staking party holds compared to the total digital assets of that network outstanding.

Trading digital assets

Digital assets trading works like foreign exchange trading, only that digital assets are involved instead of actual foreign currencies. Digital assets can be traded through digital assets exchanges. These exchanges are websites where digital assets can be bought, sold and exchanged for other digital assets or actual currencies like USD, GBP, or EUR.

There are three different types of digital assets exchanges, as follows:

- *Trading Platforms*

  There are websites that connect different traders (i.e. buyers and sellers). They charge transaction fees for every trading transaction made.

- *Direct Trading*

  This is a type of platform that allows direct person-to-person trading involving individuals from different countries. There is no fixed market price for direct digital assets trading. Sellers are permitted to set their own rate.

- *Brokers*

  Like regular foreign exchange dealers, digital assets brokers set the price of digital assets that are being traded on their websites.

Before engaging in a digital assets transaction, a user must first obtain a digital "wallet" in order to store the digital assets. A "wallet" is a software program that generates the relevant digital assets addresses and enables users to transfer digital assets with other users.

A user may install certain digital assets programs on their computer which will generate a digital wallet. Users may own an unlimited number of digital wallets. Every wallet contains one or more unique addresses and a verification system for each address. Such verification system consists of both a "public" and "private" key, which are mathematically related.

To transfer digital assets, the recipient of the digital assets will direct the transferor to send payment to the address generated by the recipient's digital wallet or to the recipient's public key, which encodes the payment and serves as an address for the digital wallet. The transferor will approve the transfer to the recipient by "signing" the transaction request with the "private key" of the address from where the transferor is transferring the digital asset. The "signing" is usually automated by software which runs the digital wallets of the recipient and transferor. The recipient of the digital asset will not disclose its private key to the transferor, as the private key provides access to, and the transfer of funds from the recipient's wallet. The digital asset is then transferred from the transferor's digital wallet to the recipient's digital wallet and the transaction is validated on the Network.

The Issuer may use a range of digital assets, some of which may not be known as of the date of this Prospectus. Among others, the Issuer may use the digital assets dealt with in the following. It is recommended that Investors familiarise themselves with digital assets forming (part of) the Series Assets of a specific product before investing in such product.

Airdrop

Airdrop is an unsolicited distribution of a cryptocurrency token or coin to numerous wallet addresses. Airdrops in the context of the Digital Assets refer to the distribution of crypto assets to existing holders of a particular Digital Asset. Airdrops may occur automatically on the relevant blockchain or may require holders to meet specified eligibility or activity conditions established by the third party responsible for the airdrop. Such conditions may include, for example, holding a minimum quantity of a particular digital asset at a specified time, interacting with a protocol, or undertaking other steps defined by the relevant issuer of the new token. These features of airdrops are described for informational purposes only and do not imply that Noteholders or the Issuer will participate in such activities. A description of the risks associated with airdrops is set out in the Risk Factors section of this Prospectus.

Neither the Issuer nor the Custodian are obliged to participate in Airdrops. The Issuer as legal owner of the Digital Assets is the party legally entitled to receive any tokens in connection with an Airdrop related to the Series Assets of a Note, the Issuer will hold these tokens if supported by the Custodian and at the Issuers sole discretion on a wallet which is securely segregated from the Digital Assets wallet related to the Note. Noteholders have no direct right with regard to the tokens or other proceeds from Airdrops.

The Issuer is entitled to decide at its own discretion whether or not security will also be created over tokens resulting from Airdrops related to the Series Assets or Digital Assets resulting from Conversion of such Tokens. The risk, expected rewards and operative task associated with assessment of Airdrops, accepting Airdropped Tokens and the conversion must be determined and a decision with the reasonable use of its discretion must be made by the Issuer if the Airdrop will be accepted and how the Airdrop will be managed and dealt with in the best interest of Noteholders.

If tokens from an Airdrop are supported by the Custodian and received for the account of the Issuer they may be converted by the issuer into the Digital Assets. The Issuer will aim at adding any Digital Assets resulting from an Airdrop to the Collateral held for the benefit of the relevant Series of Notes.

Bitcoin

Bitcoin was the very first digital asset and currently possesses the “first-to-market” advantage and has captured a majority of the industry’s market share (“**Bitcoin**”). Bitcoin was first created and released in 2009 by Satoshi Nakamoto. Satoshi Nakamoto is thought to be a pseudonym for the inventor or the group of inventors responsible for the creation of Bitcoins. In January 2009, Mr. Nakamoto mined the first 50 Bitcoins, known as the genesis block. After the creation of the genesis block, the Bitcoin Network was initially formed mostly by a small group of early adopters. It started to gain traction approximately a year later and was quickly adopted by a vast peer-to-peer network.

Bitcoins are not a fiat currency (i.e., a currency that is backed by a central bank or a national, supra-national or quasi-national organisation) and are not backed by hard assets or other credit. As a result, the value of Bitcoins is currently determined by the value that various market participants place on Bitcoins through their transactions.

Due to the peer-to-peer framework of the Bitcoin Network and the protocols thereunder, transferors and recipients of Bitcoins are able to determine the value of the Bitcoins transferred by mutual agreement or barter with respect to their transactions. As a result, the most common means of determining the value of a Bitcoin is by surveying one or more Bitcoin exchanges where Bitcoins are bought, sold and traded. On each Bitcoin exchange, Bitcoins are traded with publicly disclosed valuations for each transaction, measured by one or more fiat currencies such as the USD or the EUR. Bitcoin price indexes have also been developed by a number of service providers in the Bitcoin space.

The Bitcoin end-user-to-end-user ecosystem operates on a continuous, 24-hour per day basis. This is accomplished through decentralised peer-to-peer transactions between parties on a principal-to-principal basis. All risks and issues of credit are between the parties directly involved in the transaction. Liquidity can change from time to time during the course of a 24-hour trading day. Transaction costs, if any, are negotiable between the parties and may vary widely, although, where transaction fees are included, they are paid by the sending party in a Bitcoin transaction. There are currently no official designated market makers for Bitcoins and hence no standard transaction sizes, bid-offer spreads or typical known cost per transaction.

Global Bitcoin Market

Global trade in Bitcoins consists of individual end-user-to-end-user transactions, together with facilitated exchange-based Bitcoin trading. A limited market currently exists for Bitcoin-based derivatives.

Bitcoin Exchange Market

Online Bitcoin exchanges represent a substantial percentage of Bitcoin buying and selling activity and provide the most data with respect to prevailing valuations of Bitcoins. These exchanges include established platforms such as Coinbase, Binance, Kraken, Bitstamp, and Bitfinex, which provide a number of options for buying and selling Bitcoins.

Ethereum

Ether ("**Ether**" or "**ETH**") is a digital assets whose Blockchain is generated by the Ethereum platform ("**Ethereum**"). Ethereum was initially described by Vitalik Buterin in late 2013 as a result of his research and work on the Bitcoin community. Subsequently, Vitalik published the Ethereum white paper which described the technical design and rationale for the Ethereum protocol and smart contracts architecture. Ethereum was formally announced by Vitalik at The North American Bitcoin Conference in Miami, Florida, in January 2014.

The development of Ethereum was funded by a presale of Ether tokens. In July 2014, Ethereum distributed the initial allocation of Ether via a 42-day public Ether presale, worth $18,439,086 at the time in exchange for approximately 60,102,216 Ether.

Ethereum is an open software platform based on Blockchain technology that enables developers to build and deploy decentralised applications. Like Bitcoin, Ethereum is a public Blockchain Network, however while the Bitcoin Blockchain is used to track ownership of Bitcoins, the Etherum Blockchain focuses on running the programming code of any decentralised application. In the Ethereum Blockchain, instead of mining for Bitcoin, validators stake Ethereum to earn staking rewards (in Ether). Ether is a type of crypto asset that fuels the Network and is also used by application developers to pay for transaction fees and services on the Ethereum Network.

Ethereum Virtual Machine

Before the creation of Ethereum, Blockchain applications were designed to exclusively operate as peer-to-peer digital assets. Ethereum's core innovation is the Ethereum Virtual Machine (EVM). EVM is a software that runs the Ethereum Network. Before EVM, an entirely new Blockchain would need to be built for each new application, however, EVM enables the development of thousands of different applications all on one platform.

Decentralised platform

Ethereum enables developers to build and deploy decentralised applications. As decentralised applications are made up of code that run on a Blockchain Network, they are not controlled by any individual or central entity. Any services that are centralised can be decentralised using Etherum. There are many advantages to the decentralised platform. As decentralised applications run on the Blockchain, a third party cannot make changes to the data. Applications are corruption and tamper proof and are secure. With no central point of failure and secured using cryptography, applications are protected against hacking or tampering activities.

Solana (SOL)

Overview of the Solana Network's Operations

Solana is a blockchain created in 2017, founded by former Qualcomm, Intel, and Dropbox engineers. It combines a Proof-of-History (PoH) mechanism with a Proof-of-Stake (PoS) consensus layer, ordering transactions via a cryptographic clock to improve speed. Solana is one of the more scalable networks, with small confirmation times and low fees, citing roughly 400ms block times and a theoretical ceiling of 65,000 transactions per second.

Solana uses the Proof-of-History (PoH) approach and is therefore able to handle thousands of transactions per second. PoH uses Verifiable Delay Functions to hash incoming events and transactions to allow nodes to locally generate timestamps of SHA256 computations, eliminating the need for timestamps to be broadcasted across the network.

The SOL Token
The Solana blockchain has a native crypto asset , the SOL utility token. SOL is used to pay for transaction fees when moving funds around and interacting with smart contracts on the blockchain.
Anyone holding SOL tokens can interact with applications on the network, the same way anyone holding ETH can interact with applications on the Ethereum blockchain. While Ethereum uses the ERC token protocol, Solana uses the SPL protocol.

SOL has two main use cases:

- It's used to pay for transaction fees and to interact with smart contracts
- It can be staked as part of the dPoS consensus mechanism to earn staking rewards.

Apart from these two use cases, decentralised applications being built on top of the Solana blockchain create new ones. These applications may allow SOL to be used as collateral for crypto asset -backed loans, or to be lent out to earn interest.

Polkadot (DOT)
Polkadot is a Layer 0 blockchain protocol that enables interoperability and shared security across many independent blockchains. Launched in 2020 by Ethereum co-founder Dr. Gavin Wood, it uses a central relay chain to handle consensus, security, and cross-chain communication, while parachains (independent chains that connect to it) process their own application logic and inherit the relay chain's security. A 2026 reform replaced fixed parachain slot auctions with Agile Coretime, a more flexible market for purchasing network blockspace.

The DOT Token
The DOT token is the native asset of Polkadot, used for on-chain governance, staking, and bonding to access blockspace. Security runs on Nominated Proof-of-Stake (NPoS), where validators and nominators lock DOT to secure the network, earning rewards and facing slashing for misbehavior. Holders can vote on protocol upgrades without hard forks.

TRON (TRX)
Tron is a digital asset that is created and transmitted through the operations of the peer-to-peer Tron network, a decentralised network that operates on cryptographic protocols. No single entity owns or operates the Tron network, the infrastructure of which is collectively maintained by a decentralised user base. The Tron network allows people to exchange crypto assets of value, called Tron or TRX, which are recorded on a public transaction ledger known as the Blockchain. TRX can be converted to fiat currencies, such as the U.S. dollar, at rates determined on Digital Asset Trading Platforms or in individual end-user-to-end-user transactions under a barter system. The Tron project was started in July 2017 and the genesis block of the network launched in June 2018.

The TRX Token
The TRON network is decentralised and does not require governmental authorities or financial intermediaries to create, transmit, or determine the value of TRX. TRX is used to pay for network resources and to participate in governance, where holders vote on matters such as network parameters and protocol upgrades. TRON runs on a Delegated Proof-of-Stake (DPoS) consensus mechanism: token holders stake and vote to elect 27 Super Representatives, who produce and validate blocks. Staked TRX can be slashed as a disincentive against malicious behaviour. TRX can be obtained on the open market or earned through staking and voting rewards.

Polygon
Polygon is a Layer 2 blockchain (previously known as Matic Network) and is one of the first successful scaling solutions for Ethereum. The core scaling solution provided by Polygon is the Polygon SDK, a modular development framework that allows developers to build a multitude of different types of applications. Besides the Polygon SDK, Polygon also provides open-source code that allows developers to create optimistic roll-up blockchains, ZK (Zero-knowledge) blockchains and stand alone blockchains depending on the application requirements. Polygon Labs is the main entity that develops and maintains the codebase of it suite of tools, applications and networks.

The MATIC Token and POL Token
The MATIC token has now largely been replaced by POL, the native token of the Polygon network. The migration, which began in September 2024, was roughly 99% complete by late 2025, with POL serving as the gas and staking token across Polygon PoS. POL also underpins Polygon's cross-chain ambitions through the

AggLayer, an interoperability layer that unifies liquidity across connected chains. The network uses a Proof-of-Stake consensus mechanism, and POL can be staked to help secure the network and earn rewards.

Avalanche
Avalanche is a Layer 1 blockchain and smart contract platform for decentralized applications and custom blockchains. Avalanche is one of the main competitors of Ethereum and aims to beat the leading smart contract platform by offering higher transaction throughput without compromising scalability or security. Avalanche can do this due to its unique architecture as the network is actually comprised of 3 different individual blockchains: the X-Chain (Exchange Chain), C-Chain (Contract) and P-Chain (Platform). Each chain serves a different purpose and run different consensus mechanisms based on their use-cases. The X-chain is used to create and exchange native AVAX tokens and other assets. The C-Chain is used to host EVM compatible smart contracts. The P-Chain coordinates network validators and enables the creation of new sovereign blockchains. Following the Avalanche9000 upgrade (December 2024), these custom chains (previously called subnets) are now known as Avalanche L1s, with sharply reduced costs and requirements for launching one.

The AVAX Token
The AVAX token is the native token of the Avalanche network and serves as the base currency for transactions, smart contract interactions and deployment. The AVAX token also serves as a governance tokens that allows token holders to participate in the decentralized governance of the protocol. The AVAX token can be staked to help secure the network and earn staking rewards.

Chainlink
Chainlink is a blockchain abstraction layer that allows for universally connected smart contracts. It achieves this using a decentralized oracle network which in turn allows independent blockchains to securely interact with external data feeds, events and payment methods. The Chainlink network is the leading provider of off-chain data for the well-known smart contract platforms such as Ethereum. Its main application is using a large collection of node operators that provide a wide range of decentralized Price Feed oracle networks which are live and securing billions in USD value for well-known DeFi applications such as Aave, Compound and Synthetix. More recently, Chainlink also started offering other Web3 services such as cross-chain communication (CCIP), data streams and Chainlink Functions.

The LINK Token
The LINK token is a crucial part of Chainlink's economic model, as LINK is the native currency used to pay for the operation of a wide variety of oracle services requested by smart contract developers. Users pay node operators in LINK to access oracle services while data providers and network validators are rewarded in LINK. LINK can also be staked by token holders to help secure the network and make it more resilient.

Algorand
Algorand is a Layer 1 blockchain and smart contract platform. Algorand is the first blockchain to successfully run a pure Proof-of-Stake (PPoS) consensus mechanism, designed to improve efficiency and speed up transaction finality. Smart contracts run on the Algorand Virtual Machine (AVM), which is natively programmable in subsets of Python and TypeScript, and interoperability with EVM ecosystems is supported through complementary tooling rather than native EVM execution.

The ALGO Token
The ALGO token is the native token of the Algorand blockchain and like other proof-of-stake networks, plays a crucial role in maintaining the security and decentralization of the network. ALGO can be staked to help secure the network and earn staking rewards, users are not required to lock their tokens for this purpose.

Cardano
Cardano is a Layer 1 blockchain and smart contract platform. Cardano is one the few blockchain networks that is not build on top of the foundational pillars from Bitcoin or other blockchains such as Ethereum. Instead Cardano is based upon research from leading academics. Cardano is running on a unique Proof-of-Stake consensus mechanism called Ouroboros. Cardano is founded by one of the founding members of Ethereum. The development of Cardano is mostly driven by IOHK and the Cardano Foundation.

The ADA Token
The ADA token is the native token of the Cardano blockchain and like other proof-of-stake networks, plays a crucial role in maintaining the security and decentralization of the network. ADA can be staked to help secure the network and earn staking rewards.

Near
Near Protocol is a Layer 1 blockchain and smart contract platform. Near distinguishes itself from other smart contract platforms through its unique consensus and scaling mechanism called Nightshade. It was designed for higher throughput, lower costs and faster transactions. Near also differentiates itself by focusing on user-friendliness, human readable account names and allowing developers to create applications using Web2 programming languages.

The NEAR Token
The NEAR token is the native token of the Near Protocol and like other proof-of-stake networks, plays a crucial role in maintaining the security and decentralization of the network. Besides the conventional functions of a native cryptocurrency, NEAR token also can be used to pay for storage on the blockchain. This allows users to store (meta) data on the blockchain permanently as long as they keep pay the storage fee. The NEAR can be staked to help secure the network and earn staking rewards.

Pyth
Pyth Network is a specialized oracle solution designed to deliver high-fidelity, real-time market data to decentralized applications (dApps) on various blockchains. Unlike traditional oracles, Pyth focuses on sourcing price data directly from major financial institutions and exchanges, thereby reducing latency and increasing accuracy. Pyth plays a crucial role in decentralized finance (DeFi), providing reliable price feeds for assets such as cryptocurrencies, equities, FX pairs, and commodities. It operates across multiple blockchains using a "pull-based" model, where each application requests and receives updates as needed.

The PYTH Token
The PYTH token is the utility and governance token of the Pyth Network. It is used for paying for data updates, incentivizing data publishers, and participating in protocol governance. Token holders can influence decisions such as fee structures, supported assets, and update frequency. PYTH incentivizes accurate and timely data provision by rewarding reliable publishers and penalizing manipulation or inactivity.

Sui
Sui is a high-performance Layer 1 blockchain designed for scalability and low-latency, instant finality. Developed by Mysten Labs, Sui introduces an innovative object-centric data model and uses the Move programming language originally developed by Meta. Unlike traditional account-based blockchains, Sui treats assets as programmable objects, allowing for parallel transaction execution. This makes Sui particularly suited for high-throughput use cases like gaming, NFTs, and complex DeFi protocols. Sui aims to provide a developer-friendly platform with rich primitives and on-chain composability.

The SUI Token
The SUI token is the native utility token of the Sui blockchain. It is used to pay for gas fees, stake with validators to secure the network, and participate in governance. SUI also acts as a medium of exchange within the ecosystem, enabling users and dApps to transact and operate efficiently. Token holders can delegate their tokens to validators and earn staking rewards while helping to maintain consensus.

Celestia
Celestia is a modular Layer 1 blockchain protocol that separates consensus and data availability from execution. This decoupled architecture allows for greater scalability and flexibility in building custom blockchains or rollups. Rather than executing smart contracts itself, Celestia provides a secure data availability layer for other chains to post their block data. This makes it ideal for modular blockchain stacks and rollup-centric ecosystems. Celestia employs a data availability sampling (DAS) mechanism and is built using Cosmos SDK and Tendermint for consensus.

The TIA Token
The TIA token is the native asset of the Celestia network. It is used to pay for data publishing and validation services, stake with validators to secure the network, and participate in governance. Validators and delegators receive TIA as staking rewards. The token aligns incentives within the ecosystem by ensuring data is reliably published and made available for execution layers.

BNB Chain
BNB Chain is a Layer 1 blockchain designed for high-speed and low-cost smart contract execution. BNB supports EVM-compatible smart contract development and its roots originate from Binance exchange, while it is currently operating independently in a decentralized fashion. BNB Chain is one of the largest and most

active blockchain ecosystems, widely used in DeFi, NFTs, and gaming. It supports rapid block times and low transaction fees, making it a preferred choice for many dApp developers.

The BNB Token
The BNB token is the native token of BNB Chain and serves multiple functions. It is used for transaction fees, staking, governance voting, and as a utility token within the Binance ecosystem. BNB also enables participation in token sales, liquidity mining, and DeFi protocols across the BNB Chain network. The token supply is subject to periodic burns, which reduce the total supply over time and help to manage inflation.

Cosmos
Cosmos is a Layer 0 blockchain protocol that enables interoperability between independent blockchains using a hub-and-spoke model. Each "spoke" is a sovereign blockchain that communicates with others via the Cosmos Hub using the Inter-Blockchain Communication (IBC) protocol. Cosmos focuses on modularity, scalability, and developer-friendly tools through the Cosmos SDK. Its architecture allows chains to maintain independence while benefiting from shared security and liquidity.

The ATOM Token
The ATOM token is the native asset of the Cosmos Hub. It is primarily used for staking, governance, and security of the Cosmos Hub itself. ATOM holders can delegate tokens to validators and participate in decision-making processes regarding upgrades and network changes. While ATOM does not control the entire Cosmos ecosystem, it plays a central role in securing and coordinating the Cosmos Hub, which serves as the network's main interoperability layer.

Hyperliquid
Hyperliquid is a Layer 1 blockchain purpose-built to support high-performance, on-chain financial applications. Unlike general-purpose chains, it was designed as an application-specific blockchain, with its resources optimized for the demands of high-frequency trading. Hyperliquid uses a novel consensus mechanism called HyperBFT, based on the foundations of the HotStuff protocol. Its architecture consists of two main components: HyperCore, which runs the native trading infrastructure such as the on-chain order book and matching engine, and HyperEVM, which supports EVM-compatible smart contracts within the same consensus environment. Its flagship application is a decentralized exchange for perpetual futures and spot trading.

The HYPE Token
The HYPE token is the native asset of the Hyperliquid blockchain, with a maximum supply of one billion tokens. It is used for staking, validator rewards, HyperEVM gas, trading fee discounts, and protocol economics, and it underpins network security through a delegated proof-of-stake model in which holders delegate to validators. HYPE also serves a governance function, allowing holders to vote on Hyperliquid Improvement Proposals (HIPs) covering protocol upgrades and new market deployments.

SUPPLEMENTS

The Issuer shall prepare a supplement (each a "**Supplement**") to this Base Prospectus or publish a new base prospectus whenever required by the guidelines of any stock exchange on which Notes are listed or, pursuant to Art 23 of the Prospectus Regulation (Regulation (EU) 2017/1129), if there is a significant new factor, material mistake or material inaccuracy relating to the information included in this Base Prospectus which may affect the assessment of the securities and which arises or is noted between the time when the Prospectus is approved and the closing of the offer period or the time when trading on a regulated market begins, whichever occurs later.

PURPOSE OF FINAL TERMS

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

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

For a Series of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Series only, complete the Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Series of Notes which is the subject of Final Terms are the Conditions as completed by the relevant Final Terms.

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions which, subject to completion by the Final Terms relating to a particular Series of Notes, will be applicable to the Notes of such Series. Unless the context requires otherwise, references in these terms and conditions to "**Notes**" are to the Notes of one Series only, not to all Notes which may be issued under the Programme from time to time.*

The Notes are issued under the VanEck Exchange Traded Note Programme of the Issuer (the "**Programme**").

The Issuer entered, in the context of the issue of Notes under the Programme, into the following agreements:

(A) an agency agreement (the "**Agency Agreement**") between the Issuer and the Issuing and Paying Agent (as defined in the Conditions) and any other "Paying Agents" (such other Paying Agents being defined as such together with the Issuing and Paying Agent) and the Collateral Agent;

(B) a calculation agency agreement (the "**Calculation Agency Agreement**") between the Issuer and the Calculation Agent (as defined in the Conditions);

(E) a pledge agreement (the "**Collateral Agent & Pledge Agreement**", "**CA Pledge Agreement**") between the Issuer and the Collateral Agent (as defined in the Conditions) on the terms (save as amended, modified and / or supplemented by the relevant Constituting Instrument);

(F) an authorised participant agreement (the "**Authorised Participant Agreement**") between, among others, the Issuer and each Authorised Participant (as defined in the Conditions); and

(G) an operating procedures agreement (the "**Operating Procedures Agreement**") between, among others, the Issuer and each Authorised Participant.

The obligations of the Issuer under the Notes of a particular Series are secured by a pledge as established on the basis of the CA Pledge Agreement in respect of such Series Assets.

In relation to each Series of Notes, a Custody Agreement dated on or about the Series Issue Date (as amended, supplemented novated and/or replaced from time to time, the "**Custody Agreement**") will be entered into in relation to the Notes between the Issuer and the Custodian.

The terms and conditions of a Series of Notes will be the conditions set out below as completed by the Final Terms applicable to such Series. References herein to the "**Conditions**" of the Notes are to these terms and conditions as so completed by the Final Terms applicable to the Notes.

1. Definitions

In the Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Authorised Participant**" means any Eligible Authorised Participant that has entered into an Authorised Participant Agreement with the Issuer and has acceded to the Operating Procedures Agreement and is named as Authorised Participants on the Issuer's Website.

"**Adjustment Event**" means an Index Cancellation, an Index Modification or an Index Disruption.

"**Affiliate**" means, in relation to any person or entity, any other person or entity controlled, directly or indirectly, by the person or entity, any other person or entity that controls, directly or indirectly, the person or entity or any other person or entity directly or indirectly under common control with the person or entity. For these purposes, "**control**" of any entity or person means the power, directly or indirectly, either to (a) vote 10 per cent. or more of the securities having ordinary voting power for the election of directors of the relevant person or entity or (b) direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

"**Agents**" means in relation to each Series of Notes, the Calculation Agent, the Issuing and Paying Agent, the Paying Agent(s) and such other agent(s) as may be appointed from time to time in relation to the Notes of such Series under the relevant Agency Agreement, the Calculation Agency Agreement or any other agreement with the Issuer under which such agent is appointed from time to time in relation to the Notes, as applicable, and any successor or replacement and "**Agent**" means any of them.

"**Authorised Participant Agreement**" means, in respect of an Authorised Participant, the authorised participant agreement (as amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer and such Authorised Participant.

"**Bearer Securities**" has the meaning given to it in Condition 2.

"**Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in Frankfurt, Germany..

"**Calculation Agent**" means VanEck (Europe) GmbH, Kreuznacher Str. 30, 60486 Frankfurt, Germany and any successor or replacement thereto or any other entity appointed as Calculation Agent in accordance with the terms of the Calculation Agency Agreement.

"**Calculation Agent Breach**" has the meaning given to it in Condition 9.6.

"**Central Depository**" means, in relation to a Series of Notes, Clearstream Banking Frankfurt.

"**Clearing System Business Day**" means a day on which the Relevant Clearing System is open for business.

"**Clearstream Banking Frankfurt** " means the central depository Clearstream Banking Frankfurt (CBF) .

"**Component Digital Assets**" means the component digital assets of the relevant Index in respect of a Series of Notes.

"**Currency Business Day**" means a day on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the Relevant Currency or, in the case of euros, a city in which banks in general have access to the TARGET2 System.

"**Collateral Agent**" means VanEck (Europe) GmbH, with its registered office at Kreuznacher Str. 30, 60486 Frankfurt, Germany and commercial register number HRB 85306, and any successor thereto.

"**Custodian**" means Bank Frick & Co AG or any successor or replacement thereto or any other entity appointed as custodian in accordance with the terms of the Custody Agreement.

"**Custody Account**" means each account of the Custodian in which the Series Assets will be held by the Custodian on behalf of the Issuer.

"**Cold-Storage**" means keeping the reserve of Crypto Assets offline and held under custodianship with the Custodian in high-security, offline, multi-layer cold storage environments.

"**Definitive Securities**" means Bearer Securities in definitive form and includes any replacement Note issued pursuant to these Conditions.

"**Denomination**" means, in respect of a Series of Notes, an amount equal to its Principal Amount.

"**Digital Assets**" means in respect of a Series of Notes, any Series Assets consisting of digital assets.

"**Disrupted Day**" means in respect of any Series, any day on which the markets on which the Component Digital Assets are listed or traded or markets which the Issuer determines in its discretion to be relevant to the Index are closed.

"**Disruption Event**", in respect of a Series of Notes, means any event that causes a Valuation Date in respect of that Series to be a Disrupted Day.

"**Disruption Redemption Event**" has the meaning given to it in Condition 8.3.

"**EEA**" means the European Economic Area.

"**Eligible Authorised Participant**" means any bank or financial institution (which for these purposes shall include any leading dealer or broker in the assets of the type referenced by the Notes) incorporated, domiciled and regulated in the EEA that meets the requirements of the Operating Procedures Agreement.

"**Euroclear**" means Euroclear Bank S.A./N.V. and any successor thereto.

"**Event of Default**" has the meaning given to it in Condition 11.

"**Event of Default Redemption Notice**" has the meaning given to it in Condition 11.

"**Extraordinary Resolution**" means (i) a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the CA Pledge Agreement by a majority of at least 75 % of the votes cast or (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 % of the aggregate number of the Notes who for the time being are entitled to receive notice of a meeting which written resolution shall, for all purposes, be as valid and effectual as an Extraordinary Resolution passed at a meeting of such Noteholders duly convened and held in accordance with the relevant provisions of the CA Pledge Agreement.

"**Final Redemption Amount**" corresponds to an in-kind share of the Series Assets per Note with a value corresponding to the Note Value on the Redemption Pricing Date as determined by the Calculation Agent, less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer necessary to give effect to such redemption. The Final Redemption Amount will be transferred to the Noteholders Redemption Wallet in kind.

If delivery of Series Assets in kind is impossible in general or with regard to a specific investor, an investor may request that the Issuer arranges for the sale of the portion of the Series Assets corresponding to such investors Notes entitlement and that the investor instead receives the proceeds of such sale less such Note's *pro rata* share of any costs and expenses incurred by or on behalf of the Issuer throughout the term of the Notes and in any realisation of any Series Assets of the relevant Series necessary to give effect to such redemption.

"**Final Redemption Date**" means the final redemption date specified in the Final Terms, subject to any extension in accordance with Condition 7.2.

"**Final Redemption Settlement Date**" means the day that falls three Currency Business Days after the Final Redemption Date.

"**Final Terms**" means the final terms specifying the relevant issue details of the Notes.

"**FMA**" means the Liechtenstein Financial Market Authority, which is the competent authority for Liechtenstein under the Prospectus Regulation.

"**Global Bearer Security**" means the Notes in bearer form represented by a Global Bearer Note.

"**Global Bearer Note**" means a Global Bearer Security.

"**Index**" means the Index specified for the Notes in the Final Terms, or any Successor Index.

"**Index Administrator**" means the Index Administrator as specified in the Final Terms of a Series of Notes.

"**Index Cancellation**" means in respect of an Index, the Index Administrator in respect of that Index permanently cancels such Index and no Successor Index is designated.

"**Index Disruption**" means in respect of an Index on any Valuation Date, the Index Administrator fails to calculate and announce such Index.

"**Index Modification**" means in respect of an Index that the Index Administrator 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 digital assets and capitalisation and other routine events).

"**Initial Early Redemption Event**" has the meaning given to it in Condition 7.10.

"**Issue Date**" means the date of issuance of the relevant Series as specified in the Final Terms relating to such Series.

"**Issue Price**" means, in respect of a Series of Notes, the amount per Note specified in the Final Terms.

"**Issuer**" means VanEck ETP AG, a society limited by shares incorporated under the laws of Liechtenstein with registration number FL-0002.640.173-8.

"**Issuer Call Redemption Notice**" has the meaning given to it in Condition 7.7.

"**Issuer Redemption Notice**" has the meaning given to it in Condition 7.8.

"**Issuer's Website**" means the website having the following internet address: www.vaneck.com or such other internet address as may be used by the Issuer and notified to Noteholders and the Collateral Agent in accordance with Condition 16.

"**Issuing and Paying Agent**" means Quirin Privatbank AG, Bürgermeister-Smidt-Straße 76, 28195 Bremen, Germany, and any successor or replacement thereto or any other entity appointed as issuing and paying agent pursuant to the Agency Agreement.

"**Loss**" means any loss, liability, cost, claim, damages, expense (including, but not limited to, legal costs and expenses) or demand (or actions in respect thereof), judgment, interest on any judgment, assessment, fees or amounts paid in settlement of any action or claim.

"**Mandatory Redemption**" means a redemption of Notes in accordance with Condition 7.10.

"**Mandatory Redemption Amount**" corresponds to an in-kind share of the Series Assets per Note with a value corresponding to the Note Value on the Redemption Pricing Date as determined by the Calculation Agent, less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer necessary to give effect to such redemption. The Final Redemption Amount will be transferred to the Noteholders Redemption Wallet in kind. If delivery of Series Assets in kind is impossible in general or with regard to a specific investor, an investor may request that the Issuer arranges for the sale of the portion of the Series Assets corresponding to such investors Notes entitlement and that the investor instead receives the proceeds of such sale less such Note's *pro rata* share of any costs and expenses incurred by or on behalf of the Issuer throughout the term of the Notes and in any realisation of any Series Assets of the relevant Series necessary to give effect to such redemption.

"**Mandatory Redemption Date**" means, in respect of a Mandatory Redemption Event, the date designated as such in accordance with Condition 7.10.

"**Mandatory Redemption Event**" has the meaning given to it in Condition 7.10.

"**Maximum Daily Redemption Limit**" means a maximum limit on the redemption number of Notes of a Series on any Redemption Pricing Date, as may be defined by the Issuer from time to time.

"**Non-Disrupted Valuation Date**" means a Valuation Date which is not a "Disrupted Day".

"**Notes**" means the Series of Notes to which these Conditions relate or, as the context may require, any or all securities issued by the Issuer under the Programme.

"**Note Value**" has the meaning given to it in Condition 4.

"**Noteholder**" and "**holder**" mean the bearer of any Bearer Security or the person in whose name an Uncertificated Registered Security is registered (as the case may be).

"**Noteholder Notice and Direction**" has the meaning given to it in Condition 7.10.

"**Notice Deadline**" means 12.00 p.m. (Liechtenstein time), provided that the Notice Deadline in respect of any Series of Notes may be adjusted by the Issuer with effect from the fifth calendar day following the date on which notice of such adjustment is given to the holders in accordance with Condition 16.

"**Outstanding**" means, for the purposes of the Conditions, the CA Pledge Agreement and each other Series Document, in relation to the Notes and a Valuation Date, (i) on the Series Issue Date, the Notes issued on such date, and (ii) on any Valuation Date thereafter, all the Notes issued on or prior to such Valuation Date except (a) those that have been redeemed in accordance with Condition 7; (b) those that have been cancelled for any reason; (c) those in respect of which the date for redemption has occurred and the redemption moneys have been duly paid to the Issuing and Paying Agent and which remain available for payment against presentation and surrender of Notes; (d) those that have become void or in respect of which claims have become prescribed; (e) those which have been issued and which are pending settlement to an Authorised Participant but in respect of which the relevant Authorised Participant(s) has not paid in full the relevant subscription amount under the Authorised Participant Agreement; (f) those that have been purchased, settled and cancelled as provided in Condition 7.5; (g) those mutilated or defaced Bearer Securities that have been surrendered in exchange for replacement Bearer Securities; (h) (for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Bearer Securities alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued and (i) any Global Bearer Security to the extent that it shall have been exchanged for one or more Definitive Securities pursuant to its provisions; provided that for the purposes of (1) ascertaining the right to attend and vote at any meeting of the Noteholders, (2) the determination of how many Notes are outstanding for the purposes of the Conditions, the CA Pledge Agreement and any other Series Document and (3) the exercise of any discretion, power or authority that the Collateral Agent is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders, those Notes that are beneficially held by or on behalf of the Issuer and not cancelled shall (unless no longer so held) be deemed not to remain outstanding. For the avoidance of doubt, Notes (if any) which the Issuer has agreed on or prior to such Valuation Date to redeem but in respect of which the Series Assets have not yet been liquidated shall be deemed to be "outstanding" on such Valuation Date and Notes (if any) which the Issuer has agreed on or prior to such Valuation Date to issue but in respect of which payment of the relevant subscription amount has not been received in full from the relevant Authorised Participant(s) and settlement to such relevant Authorised Participant(s) has not yet occurred shall not be deemed to be "outstanding" on such Valuation Date.

"**Paying Agent**" means any entity as may be appointed from time to time as paying agent of the Issuer in accordance with Condition 9.7, and any successor or replacement thereto.

"**Potential Event of Default**" means an event or circumstance that could, with the giving of notice, lapse of time and/or issue of a certificate become an Event of Default.

"**Principal Amount**" means, in respect of any Note, the amount in the Relevant Currency specified in the Final Terms.

"**Proceedings**" has the meaning given to it in Condition 18.2.

"**Programme Effective Date**" means 19 October 2020.

"**Programme Maximum Number of Notes**" means 1,000,000,000 per Series of Notes.

"**Prospectus Regulation**" means Regulation (EU) 2017/1129 (and delegated acts such as Commission Delegated Regulations (EU) 2019/979 and 2019/980).

"**Publication Event Redemption Notice**" has the meaning given to it in Condition 7.10.

"**Publication Failure Event**" has the meaning given to it in Condition 7.10.

"**Record Date**" means the Clearing System Business Day immediately prior to the date for payment.

"Redemption" means a redemption by a Noteholder. A Redemption Order obliges the Issuer to directly redeem all or any part of the holding of a Noteholder of such Notes at the Redemption Amount on the relevant Redemption Settlement Date.

"**Redemption Account**" means, in respect of the Notes, a bank account to receive payments in the Relevant Currency, if any, of the Redemption Amount in respect of the redemption of such Notes, which account shall be:

(A) for an Authorised Participant, the bank account notified in writing for such purposes by the Authorised Participant to the Issuer from time to time; and

(B) otherwise, the bank account specified in the Redemption Order.

"**Redemption Amount**" means an in-kind share of the Series Assets per Note with a value corresponding to the Note Value on the Redemption Pricing Date as determined by the Calculation Agent, less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer necessary to give effect to such redemption. The Final Redemption Amount will be transferred to the Noteholders Redemption Wallet in kind. If delivery of Series Assets in kind is impossible in general or with regard to a specific investor, an investor may request that the Issuer arranges for the sale of the portion of the Series Assets corresponding to such investors Notes entitlement and that the investor instead receives the proceeds of such sale less such Note's *pro rata* share of any costs and expenses incurred by or on behalf of the Issuer throughout the term of the Notes and in any realisation of any Series Assets of the relevant Series necessary to give effect to such redemption.

" Redemption Fee" is the fee which may be charged by the Issuer for a Redemption by a Noteholder which is not an Authorised Participant. The Redemption Fee shall be 1% (of the Note Value of the Notes requested to be redeemed), at minimum 1.500,00 USD per Redemption.

"**Redemption Limit**" means the sum of the Maximum Daily Redemption Limits relating to the Notes.

"**Redemption Order**" means a Redemption Order in the form attached to the Operating Procedures Agreement or such other form as may be acceptable to the Issuer in its sole discretion.

"Redemption Order Form" means the form to be used by Noteholders which are not Authorised Participants to order a Direct Redemption. Redemption Order Forms will be provided on the Issuers website www.vaneck.com. In case of agreements with Authorised Participants setting forth the terms of a (potential) redemption, no such form may be required to be used.

"**Redemption Pricing Date**" means a Valuation Date on which a Redemption Order is determined to be valid and accepted by or on behalf of the Issuer.

"Redemption Securities Account" means the securities account of the Issuer as specified in a confirmation email by the Issuer to a Noteholder in response and confirmation of a Redemption Order and to which account a Noteholder will need to transfer his Notes in the course of redemption.

"**Redemption Settlement Date**" means the day that falls three Currency Business Days after the Redemption Pricing Date which is not a Disrupted Day and is both a Currency Business Day and a Clearing System Business Day.

" Redemption Wallet" means the digital assets wallet of the Noteholder who requests Redemption. The Redemption Wallet will be used by the Issuer to deliver the Redemption Amount per redeemed Note. The Direct Redemption Wallet must ensure reasonable customer due diligence (KYC) and Anti Money Laundering measures and shall comply with the preventive measures described in FATF Recommendations 10 to 21 as specified by the travel rule according to the FATF updated Guidance. The Noteholder must have a wallet at one of the approved crypto custodians listed in the Redemption Order Form available at www.vaneck.com.

"**Registered Securities**" has the meaning given to it in Condition 2.

"**Relevant Clearing System**" means Clearstream Banking Frankfurt or any other recognised clearing system in which Notes of a Series may be cleared.

"**Relevant Currency**" means the currency of denomination of the Notes, as specified in the Final Terms.

"**Relevant Date**" has the meaning given to it in Condition 10.

"**Relevant Provisions**" means, in respect of the Calculation Agent, the provisions of the Calculation Agency Agreement, the Pledge Agreement and the Conditions.

"**Relevant Stock Exchange**" means any stock exchange or regulated or unregulated market within the EEA or abroad on which Notes of a Series may be listed.

"**RIS**" means a regulated information service for the purposes of giving information relating to the Notes and/or the rules of the Relevant Stock Exchange chosen by the Issuer from time to time.

"**Secondary Early Redemption Event**" has the meaning given to it in Condition 7.10.

"**Securities Act**" means The United States Securities Act of 1933 as amended.

"**Series**" means all Notes having the same ISIN or other similar identifier.

"**Series Account**" means, in respect of a Series of Notes, an account established in name of the Issuer with Bank Frick & Co AG.

"**Series Assets**" means in respect of a Series of Notes, the assets acquired by the Issuer with the proceeds of the issue of such Series of Notes in order to replicate, to the extent practicable the composition of the relevant Index.

"**Series Document**" means in relation to any Series of Notes, each of the documents relating to that Series including the Custody Agreement and each Authorised Participant Agreement in relation to such Series and "Series Documents" means all such documents.

"**Series Issue Date**" means the date of issuance of a Series of Notes, as specified in the relevant Final Terms.

"**Series Party**" means a party to a Series Document (other than the Issuer and Noteholders).

"**Subscription Limit**" means any applicable limit on the Issuer's ability to issue new Notes pursuant to the terms of the Operating Procedures Agreement, as may be amended from time to time.

"**Subscription Order**" means a request from an Authorised Participant delivered to the Issuing and Paying Agent to issue Notes.

"**Subscription Settlement Date**" means the first Valuation Date after the Subscription Trade Date which is not a Disrupted Day and is both a Currency Business Day and a Clearing System Business Day.

"**Subscription Suspension Event**" means the delivery by the Issuer of a notice in writing to each Authorised Participant, the Issuing and Paying Agent and the Calculation Agent pursuant to the Operating Procedures Agreement stating that with effect from the date specified in such notice subscription of the Notes shall be so suspended.

"**Subscription Trade Date**" means, subject to Condition 8.2, a Valuation Date on which a Subscription Order is determined to be valid and accepted by or on behalf of the Issuer in accordance with the terms of the Operating Procedures Agreement.

"**Successor Index**", in respect of a Series of Notes, means:

(A) if a relevant Index is not calculated and announced by the Index Administrator but is calculated and announced by a successor administrator (the "**Successor Index Administrator**") acceptable to the Calculation Agent, such index; and]

(B) if a relevant Index is replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, such replacement index.

"**TARGET2 System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system or any successor thereto.

"**Tax**" means any tax, duty, assessment, levy, charge or withholding of whatsoever nature imposed, levied, collected, withheld or assessed by any authority including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same.

"**Valuation Date**", in respect of any Series, means each Business Day which is not a Disrupted Day.

"**Valuation Point**" in respect of any Valuation Date, means 16.00 (Liechtenstein time) on the Valuation Date.

1.2 Interpretation

All capitalised terms used but not defined in these Conditions will have the meanings given to them in the CA Pledge Agreement and/or the Master Definitions Schedule.

2. Form and Title

The Notes will be issued in bearer form in a global note ("**Global Bearer Notes**" or in the form of dematerialised uncertificated registered notes which shall not be exchangeable for bearer securities ("**Uncertificated Registered Securities**"), in each case in the Denomination(s) and Relevant Currency specified in the Final Terms. If it is stated in the Final Terms that the form of some or all of the Notes is "Bearer", such Notes are issued in the form of one Global Bearer Note. If it is so stated that the form of some or all of the Notes is "Uncertificated Registered", such Notes are Uncertificated Registered Securities. Unless otherwise stated in the Final Terms, the form of all of the Notes of a particular Series on issue will be the same.

In respect of bearer notes relating to a Series, a Global Bearer Note will be delivered on or prior to the original issue date to Clearstream Banking Frankfurt.

3. Constitution and status

Each Series of Notes is constituted when subscribed to by an Authorised Participant and issued by the Issuer. The Notes of each Series are secured, limited recourse obligations of the Issuer, at all times ranking pari passu and without any preference among themselves, secured in the manner described in Condition 5 and recourse in respect of which is limited in the manner described in Condition 5.5 and Condition 12.

4. Note Value

The "**Note Value**" in respect of any Valuation Date (which is not a Disrupted Day) shall be calculated by the Calculation Agent as follows:

(i) Value of the Series Assets on the Valuation Date;

(ii) net of any Fees and Expenses;

(iii) divided by the number of outstanding notes;

provided that on the Issue Date of each Series, the Note Value will be equal to the Issue Price of the Note. Unless otherwise specified, amounts and values for each Valuation Date shall be calculated as at the Valuation Point for such Valuation Date and in accordance with the provisions of, and valuation rules as set out in the Calculation Agency Agreement.

5. Security

5.1 Security

The Issuer Security in respect of the Notes shall be constituted by a pledge under the terms of the CA Pledge Agreement, as described below. Additional security documents may be entered into in respect of a particular Series if required by the Collateral Agent.

Pursuant to the CA Pledge Agreement, the obligations of the Issuer shall be secured by a charge in favour of the Collateral Agent, for the benefit of the Noteholders, on:

(i) all sums held now or in the future by or on behalf of the Issuer (including, without limitation, by the Issuing and Paying Agent) to meet payments due in respect of the obligations and duties of the Issuer under the CA Pledge Agreement and the Notes and all rights and claims of the Issuer relating to such sums,

(ii) the Series Assets and any sums of money or other property received or receivable now or in the future by or on behalf of the Issuer from or in context with the Series Assets and all rights and claims of the Issuer with regard to the Series Assets and such sums or property,

(iii) all of the Issuer's rights and claims as against the Custodian, relating to the Notes, and

(iv) all of the Issuer's rights and claims in respect of any sum or property now or in the future standing to the credit of the Series Account,

in each case, to the extent that they relate to such Series of the Notes.

The Issuer will invest the proceeds of issue of each Series of Notes in the Series Assets, which will be held in accounts or wallets maintained by the Custodian on behalf of and in the name of the Issuer. Series Assets of a Series of Notes and any and all proceeds therefrom will be held separately from Series Assets and any and all proceeds therefrom of another Series of Notes and separate from the Issuer's own assets.

Security created by the CA Pledge Agreement in respect of the Notes is granted to the Collateral Agent as continuing security for the Noteholders. In accordance with the CA Pledge Agreement, at any time before the Security becomes enforceable, the Collateral Agent will release from such Issuer Security without the need for any notice or other formalities:

- Series Assets to the extent required for satisfaction of Redemption Requests of Noteholders in accordance with the entitlement per Note;

- sums held by the Issuing and Paying Agent to the extent required for payment of any sum in respect of the Notes and/or under the Series Documents to be duly made;

- any part of the Series Assets to the extent required to comply with and subject to the provisions of Condition 5.6.

On any date on which

- Notes become due for redemption, the Issuer covenants to unconditionally transfer the portion of the Series Assets corresponding to the Final Redemption Amount, the Redemption Amount or the Mandatory Redemption Amount to the Noteholders Redemption Wallet;

- a cash payment of any principal under these Conditions in respect of any Notes becomes due (in circumstances where Redemption cannot occur in kind), the Issuer covenants to unconditionally pay to the Paying Agent in same day cleared funds the Final Redemption Amount, the Redemption Amount or the Mandatory Redemption Amount, as applicable, in respect of the Notes which are due and payable on that date.

Notwithstanding anything to the contrary in these Conditions or the CA Pledge Agreement, (1) payment of principal due under the Notes pursuant to the Conditions made to the Issuing and Paying Agent as provided in the Agency Agreement shall, to that extent, satisfy the Issuer's obligation to make payments of principal in respect of the Notes to the Noteholders except to the extent that there is failure by the Issuing and Paying Agent to pass such payment to the relevant Noteholders (whether via payment through the Relevant Clearing System or otherwise) and (2) a payment of principal made after the due date or as a result of the Notes becoming repayable following an Event of Default or the occurrence of a Mandatory Redemption Event shall be deemed to have been made when the full amount due has been received by the Issuing and Paying Agent and notice to such effect has been given to the Noteholders, except to the extent that there is failure by the Issuing and Paying Agent to pass such payment to the relevant Noteholders (whether via payment through the Relevant Clearing System or otherwise).

Proceeds of liquidation of the Series Assets will be applied by the Issuer:

- first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities incurred by or payable to the Collateral Agent under or pursuant to the CA Pledge Agreement (including, without limitation, any Taxes (other than any income, corporation or similar tax in respect of the Collateral Agent's remuneration) required to be paid by the Collateral Agent in connection with the performance of its obligations under the CA Pledge Agreement and the Collateral Agent's remuneration);

- secondly, in payment of any amounts owing to the holders of Notes pari passu and rateably; and

- thirdly, in payment of any balance to the Issuer for itself.

5.2 Enforcement of Issuer Security constituted by the CA Pledge Agreement

The Issuer Security constituted by the CA Pledge Agreement in respect of the Notes shall become enforceable upon the occurrence of an Event of Default pursuant to Condition 11 below.

5.3 Realisation of Issuer Security constituted by the CA Pledge Agreement

At any time after the Issuer Security constituted by the CA Pledge Agreement has become enforceable, the Collateral Agent may, at its discretion, and shall, if so directed in writing by holders of at least a majority of the Notes then outstanding or by an Extraordinary Resolution of the Noteholders (a copy of which has been provided to the Collateral Agent), in each case subject to its having been pre-funded and/or secured and/or indemnified to its satisfaction by the Noteholders in accordance with the CA Pledge Agreement, enforce the Issuer Security constituted by the CA Pledge Agreement.

To do this, the Collateral Agent may, at its discretion, (i) enforce and/or terminate any relevant Series Document relating to the Notes in accordance with its or their terms, and/or take action against the relevant counterparty and/or (ii) take possession of and/or realise all or part of the assets over which the Issuer Security constituted by the CA Pledge Agreement shall have become enforceable and may in its discretion, transfer to Noteholders (in proportion to their entitlement), sell, call in, collect and convert into money all or part of such assets, in such manner, at such time and on such terms as it thinks fit, in each case without any liability as to the consequences of such action and without having regard to the effect of such action on individual Noteholders.

The Collateral Agent shall not be required to take any action in relation to the Issuer Security constituted by the CA Pledge Agreement which may (i) be illegal or contrary to any applicable law or regulation or (ii) cause it to expend or risk its own funds or otherwise incur any liability (including any personal liability) in the performance of its duties or in the exercise of any of its rights, powers and discretions, without first being indemnified and/or secured and/or prefunded to its satisfaction.

5.4 Application of proceeds of enforcement of Issuer Security

Pursuant to the terms of the CA Pledge Agreement, following enforcement of the Issuer Security the Collateral Agent will apply the assets or proceeds derived from the realisation of the assets that are the subject of the Issuer Security constituted by the CA Pledge Agreement (whether by way of liquidation or enforcement and after taking account of any Taxes incurred, withheld or deducted by or on behalf of the Issuer) as follows:

first, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts properly incurred by or payable in respect of the Notes to the Collateral Agent under or pursuant to the CA Pledge Agreement (which shall include, without limitation, any Taxes required to be paid by the Collateral Agent (other than any income, corporation or similar Tax in respect of the Collateral Agent's remuneration), the costs of enforcing or realising all or some of the Issuer Security constituted by the CA Pledge Agreement and the Collateral Agent's remuneration);

second, to the payment of any other outstanding Fees and Expenses of the Issuer which are attributable to the Notes;

third, in payment of any amounts owing to the Noteholders pari passu and rateably; and

fourth, in payment of any balance to the Issuer for itself.

5.5 Shortfall after application of proceeds; Limited recourse and non-petition

In respect of any claim against the Issuer in relation to the Notes, the Series Parties and the Noteholders shall have recourse only to the Series Assets in respect of such Notes, subject always to the Security, and not to any other assets of the Issuer. If, following distribution or realisation (whether by way of liquidation or enforcement) in full of the Series Assets and application of available cash sums as provided in this Condition 5 and the CA Pledge Agreement, as applicable, any outstanding claim against the Issuer, whether secured or unsecured, remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following the extinguishment of any such claim, none of the Series Parties, the Noteholders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Issuer in respect of such further sum.

None of the Series Parties or the Noteholders or any person acting on behalf of any of them may, at any time and with prospect of success, bring, institute or join with any other person in bringing, instituting or joining insolvency, administration, bankruptcy, winding-up or any other similar proceedings (whether court-based or otherwise) in relation to the Issuer or any of its assets, as none of them shall have any claim arising with respect to the sums, assets and/or property attributable to any other securities issued by the Issuer (save for any further securities which form a single Series with the Notes).

The provisions of this Condition 5.5 shall survive notwithstanding any redemption of the Notes or the termination or expiration of any Series Document.

5.6 Issuer's rights as owner of the Series Assets

At any time before the Issuer Security constituted by the CA Pledge Agreement becomes enforceable, the Issuer may:

(A) take such action in relation to the Series Assets relating to the Notes as may be required by the Series Documents; and

(B) exercise any rights incidental to the ownership of the assets which are the subject of the Issuer Security constituted by the CA Pledge Agreement which are exercisable by the Issuer and, in particular (but, without limitation, and without responsibility for their exercise), any property rights in respect of such assets and all rights to enforce any such ownership interests in respect of such property,

and the Collateral Agent will allow such actions and exercise of rights if and as long as it considers these to be in the best interest of the Noteholders.

6. Restrictions

So long as any of the Notes remain outstanding, the Issuer shall not, without the prior written consent of the Collateral Agent:

(A) engage in any business activities except for the following:

(i) issue, enter into, amend, redeem, exchange or repurchase and cancel or reissue or resell all or some of the Notes of any Series under the Programme as may be provided in these Conditions and the Series Documents and in connection therewith enter into or amend any Series Documents accordingly;

(ii) acquire and own rights, property or other assets which are to comprise Series Assets for a Series of Notes issued under the Programme so as to enable it to discharge its obligations under such Series, and any relevant Series Document relating to such Series;

(iii) perform its respective obligations under any Notes issued under the Programme, and any relevant Series Document entered into by it in connection with such Series, and any agreements incidental to the granting of Issuer Security relating to any such Series of Notes or incidental to the issue and constitution of any Series of Notes issued under the Programme;

(iv) engage in any activity in relation to the Series Assets contemplated or permitted by the Conditions or such Series Document relating to any Series of Notes;

(v) subject as provided in the CA Pledge Agreement and in the Conditions relating to any Series of Notes enforce any of its rights whether under the CA Pledge Agreement, any other Series Document or otherwise under any agreement entered into in relation to any Series of Notes or any Series Assets relating to any such Series; and

(vi) perform any other act incidental to or necessary in connection with any of the above (which shall include, without limitation, the appointment of auditors and any other administrative or management functions necessary to maintain the Issuer and/or to keep it operating and/or to comply with any laws, regulations or rules applicable to it);

(B) cause or permit the CA Pledge Agreement or the terms of the Issuer Security granted under the CA Pledge Agreement and the order of priority specified in the Conditions or the CA Pledge Agreement, as applicable, to be amended, terminated or discharged (other than as contemplated by the CA Pledge Agreement and/or the Conditions relating to such Series of Notes);

(C) release any party to the CA Pledge Agreement or any other relevant Series Document relating to a Series of Notes from any existing obligations thereunder (other than as contemplated by the CA Pledge Agreement and/or the Conditions relating to such Series of Notes);

(D) have any subsidiaries;

(E) sell, transfer or otherwise dispose of any assets or rights that are the subject of the Issuer Security constituted by the CA Pledge Agreement or any other part of the Series Assets in respect of any Series of Notes or any right or interest therein or thereto or create or allow to exist any charge, lien or other encumbrance over such Series Assets (to the extent it relates

to the Issuer) except in accordance with the Conditions of the relevant Notes of any such Series, the relevant Agency Agreement, the CA Pledge Agreement and any other Series Document relating to any such Series as may be applicable;

(F) consent to any variation of, or exercise any powers or consent or waiver pursuant to, the Conditions, the CA Pledge Agreement or any other Series Document relating to any Series of Notes (other than as contemplated or permitted by the Conditions and the relevant Series Documents);

(G) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person (other than as contemplated by the CA Pledge Agreement and the Conditions for any Series of Notes);

(H) have any employees (provided this shall not prevent the appointment of the directors);

(I) issue any shares (other than such shares in the capital of the Issuer as were issued at the time of its incorporation) or make any distribution to its shareholders;

(J) declare any dividends;

(K) open or have any interest in any account with a bank or financial institution unless such account (i) relates to a Series of Notes or any Series Assets relating to a Series of Notes or any party thereto and the Issuer's interest in such account is simultaneously charged in favour of the Collateral Agent so as to form part of the relevant Series Assets relating to such Series of Notes, or (ii) is opened in connection with the administration and management of the Issuer and only moneys necessary for that purpose are credited to it;

(L) purchase, own, or otherwise acquire any real property (including office premises or like facilities);

(M) guarantee, act as surety for or become obligated for the debts of any other entity or person or enter into any agreement with any other entity or person whereby it agrees to satisfy the obligations of such entity or person or any other entity or person;

(N) acquire any securities or shareholdings whatsoever from its shareholders or enter into any agreements whereby it would be acquiring the obligations and/or liabilities of its shareholders;

(O) except as contemplated by the Series Document, the Conditions relating to a Series of Notes, advance or lend any of its moneys or assets, including, but not limited to, the rights, property or other assets comprising the Series Assets for any such Series of Notes, to any other entity or person;

(P) subject as provided in paragraph (A) above, incur any other indebtedness for borrowed moneys, other than (subject to Conditions 5 and 15) issuing further Notes under the Programme (which may or may not form a single Series with the Notes of any Series and may or may not be guaranteed by a third party) and creating or incurring further obligations relating to such Notes, provided that:

(i) if such further Notes are not to form a single Series with any other Series of Notes, such further Notes and obligations are secured by assets of the Issuer other than (i) the assets which are the subject of the Issuer Security constituted by the CA Pledge Agreement relating to any other Series of Notes and (ii) the Issuer's share capital; and

(ii) such further Notes and obligations are secured *pari passu* upon the assets which are the subject of the Issuer Security constituted by the CA Pledge Agreement relating to the Series of Notes with which such Notes are to form a single Series;

provided that the Issuer shall not take any action (even where the prior written consent of the Collateral Agent is obtained) if such action is inconsistent with the objects of the Issuer as specified in its memorandum and articles of association.

7. Redemption

7.1 Final redemption

Unless previously redeemed in whole as provided below, each Note shall become due on its Final Redemption Settlement Date at its Final Redemption Amount.

The Final Redemption Amount corresponds to an in-kind share of the Series Assets per Note with a value corresponding to the Note Value on the Redemption Pricing Date as determined by the Calculation Agent, less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer necessary to give effect to such redemption. The Final Redemption Amount will be transferred to the Noteholders Redemption Wallet in kind.

If delivery of Series Assets in kind is impossible in general or with regard to a specific investor, an investor may request that the Issuer arranges for the sale of the portion of the Series Assets corresponding to such investors Notes entitlement and that the investor instead receives the proceeds of such sale less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer throughout the term of the Notes and in any realisation of any Series Assets of the relevant Series necessary to give effect to such redemption.

7.2 Extension of the Final Redemption Date

The Issuer may by notice to the Noteholders delivered in accordance with Condition 16, extend the Final Redemption Date to a date falling not more than 10 years following the then current Final Redemption Date. Any notice pursuant to this Condition 7.2 shall be provided to the Noteholders at least one month in advance of the then current Final Redemption Date. There is no limit to the number of times the Issuer may exercise the option to extend the Final Redemption Date as provided for under this Condition 7.2.

7.3 Redemption by Noteholders

(A) A Noteholder may on any Valuation Date require the Issuer to redeem all or part of its holding of Notes at the Redemption Amount by submitting to the Issuer a valid Redemption Order.

(B) Any Note that is subject to Redemption in accordance with this Condition 7.3 as a result of the delivery of a Redemption Order, shall become due on the relevant Redemption Settlement Date at its Redemption Amount. Redemption Orders are to be placed with the Issuer

by **Authorised Participants** filing a Redemption Order Form in accordance with the relevant Authorised Participant Agreement and the Procedures Agreement,

by **Noteholders which are not Authorised Participants**

1. through filing of a Redemption Order Form with the Issuer,
2. delivery of the Notes by the Noteholder to the securities account determined for this purpose by the Issuer, and
3. the use of a digital assets wallet by the Noteholder which meets the requirements set out in the Redemption Order Form.

(C) The Issuer will satisfy any Redemption Orders by the transfer of the Redemption Amount to, or to the order of, such Noteholder on the relevant Redemption Settlement Date.

7.4 Redemption Orders

(A) A Redemption Order shall only be valid if:

(i) it specifies the number and Series of any Notes to be redeemed;

(ii) it specifies the Redemption Wallet or Account into which the Redemption Amount shall be delivered or, in case delivery is not possible, paid in respect of any Note to be redeemed;

(iii) the number of Notes to be redeemed from an Authorised Participant would not result in any Maximum Daily Redemption Limit, or any other applicable limitation on

redemption under the Operating Procedures Agreement, being exceeded (for the purposes of which, Redemption Orders shall be dealt with in order of their actual receipt by the Issuer);

(iv) the Redemption Order is received or deemed to have been received before the occurrence of a Mandatory Redemption Event;

(v) on the day it is received (or deemed to have been received by the Issuer) until the Redemption Pricing Date (if different) none of the following events has occurred and is continuing:

- an Event of Default; or

- an Adjustment Event;

(vi) such Redemption Order is submitted on any day and no other Redemption Order has been submitted by that Noteholder on or in respect of such day in respect of the same Series, unless the Issuer otherwise agrees in its absolute discretion;

and in addition, in case of Redemption Orders of Noteholders which are not Authorised Participants*:*

(vii) the Noteholder has delivered the Notes to be redeemed to the Redemption Securities Account of the Issuer;

(viii) the Redemption Fee, if any, has been paid by or on behalf of the relevant Noteholder; and

(ix) the Noteholder uses a digital assets wallet which meets the requirements set out in the Redemption Order Form.

(B) If the Issuer determines that a Redemption Order is invalid in whole or in part, it shall notify the Noteholder of that fact as soon as reasonably practicable and no Notes may be redeemed pursuant to a Redemption Order that the Issuer has determined in its absolute discretion is invalid.

(C) Where a Redemption Order is received by the Issuer on a Valuation Date after the Notice Deadline, such Redemption Order shall be treated as having been submitted in respect of the immediately following Valuation Date.

(D) Within one Business Day after the Redemption Pricing Date in respect of any Redemption Order, the Issuer shall notify the relevant Noteholder of the Redemption Amount due in respect of Notes which are the subject of that Redemption Order, calculated as provided above.

(E) The Issuer may change or vary the procedures for the submission of Redemption Orders on five calendar days' prior notice to the Noteholders in accordance with Condition 16 and these Conditions shall be interpreted accordingly.

7.5 Settlement of Redemptions by Authorised Participants

The Issuer may at its discretion elect to satisfy requests for the Redemption of Notes by transfer of the appropriate number of Notes to one or more Authorised Participants from Noteholders requesting redemption, and for that purpose the Issuer may authorise any person on behalf of the Noteholder to execute one or more instruments of transfer in respect of the relevant number of Notes provided that the amount due to the Noteholder shall nonetheless be an amount equal to the relevant Redemption Amount and the relevant Redemption Settlement Date shall be the date of such transfer.

7.6 Redemption Wallet

The Noteholder bears the full responsibility for opening, maintaining and use of the Redemption Wallet. The Issuer shall not accept a Redemption Wallet unless it is listed in the Redemption Order Form.

A Redemption Wallet must be a wallet at one of the regulated and supervised crypto custodian that has implemented the Travel Rule. The Issuer will at its own discretion assess and decide which crypto custodians meet these requirements. The most current exhaustive list of accepted crypto custodians will be published in the Redemption Order Form which is available at www.vaneck.com.

The investor must provide evidence that the Redemption Wallet meets these requirements and that the wallet address provided to the Issuer through the Redemption Order Form belongs to the Noteholder. To evidence the characteristics of the Redemption Wallet and the fact that the wallet address belongs to the Noteholder a statement by the crypto custodian that hosts the Redemption Wallet shall be provided by the Noteholder to the Issuer as Annex to the Redemption Order Form.

The Issuer will assess if the wallet address belongs to the investor and if it is ensured that Digital Assets will only be send to a hosted wallet maintained with a regulated crypto custodian.

7.7 Settlement of Redemptions by Noteholders

The Issuer will satisfy requests for Redemptions if all requirements outlined under 7.6 to 7.8 are met. The settlement will take place in two steps:

(A) The Issuer will confirm the Redemption Order by email and provide the Redemption Securities Account details to the redeeming Noteholder in that email. The Noteholder will transfer or instruct its bank or Broker to transfer the appropriate number of Notes to the Redemption Securities Account.

(B) After the Issuer has received the Redemption Notes the Redemption Amount will be transferred to the Redemption Wallet.

7.8 Suspension of Redemptions by Noteholders

(A) If the Issuer, in its absolute discretion, determines that due to adverse conditions in the markets on which the Series Assets are traded ("**Adverse Market Conditions**"), it would adversely affect the interests of the Issuer or the remaining Noteholders to continue to permit redemptions, the Issuer may at any time and from time to time while such Adverse Market Conditions are continuing suspend the right to request redemption of the Notes. Adverse Market Conditions may include extreme illiquidity in the Digital Asset's trading markets; unavailability or failure of the primary Digital Asset trading venues or any other event that materially disrupts the ability to trade, price, or value the Digital Asset.

(B) Subject as provided in this Condition 7.8, the Issuer may at its discretion terminate any such suspension at any time.

(C) 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 Series Parties and the Noteholders in accordance with Condition 16, as soon as reasonably practicable, but the failure to give any such notice shall not prevent the exercise of such discretions;

(ii) any such suspension may continue for a period of up to 60 calendar days, and may continue thereafter at the discretion of the Issuer for so long as the Adverse Market Conditions are continuing; and

(iii) any suspension shall not affect any Redemption pursuant to a Redemption Order, the Redemption Pricing Date for which had passed before the suspension commenced, but any Redemption Order in respect of Notes submitted or deemed to be received on a Valuation Date when the right to request redemption of the Notes pursuant to Condition 7.4 is suspended pursuant to this Condition 7.8 shall be invalid and the Issuer shall notify Noteholders who have submitted Redemption Orders which are invalid that such Redemption Orders must be resubmitted following the termination of the suspension period.

7.9 Issuer Call Redemption Event

The Issuer may, on giving an irrevocable notice to the Noteholders in accordance with Condition 16,

elect to redeem all or some of the Notes and designate a Mandatory Redemption Date for such purposes, provided that the date designated as the Mandatory Redemption Date shall not be earlier than the thirtieth calendar day following the date of the relevant notice (such notice an "**Issuer Call Redemption Notice**"). In the event that only some of the outstanding Notes are called for redemption pursuant to an Issuer Call Redemption Notice, a *pro rata* portion of each Noteholder's Notes shall be subject to such redemption.

For the purposes of Condition 7.10, a Mandatory Redemption Event in the form of an "**Issuer Call Redemption Event**" will occur on the Mandatory Redemption Date designated in the Issuer Call Redemption Notice (or if such day is not a Valuation Date on the first following Valuation Date). The Issuer shall give a copy of the Issuer Call Redemption Notice to each of the Series Parties on the same date as such notice is given to the Noteholders.

7.10 Mandatory Redemption Events

Each of the following events shall be a mandatory redemption event in respect of the Notes (each a "**Mandatory Redemption Event**"):

Disruption Redemption Event: the occurrence of a Disruption Redemption Event. For the purposes of Condition 7.10, a Mandatory Redemption Date will occur on the fifth Business Day after the date of the notice from the Issuer to the Noteholders in accordance with Condition 8.3;

Termination of appointment of Agent or Authorised Participants: any of the Calculation Agent, the Issuing and Paying Agent, the Custodian and/or all of the Authorised Participants in relation to the Notes resign their appointment or their appointment is terminated for any reason and no successor or replacement has been appointed at the time that such resignation or termination takes effect in accordance with the applicable Series Document, and the Issuer gives notice (an "**Agent Redemption Event Notice**") to the Series Parties and the Noteholders in accordance with Condition 16. For the purposes of Condition 7.10, a Mandatory Redemption Date will occur on the fifth Business Day after the date of the Agent Redemption Event Notice;

Publication failure: if the Note Value in respect of the Notes has not been published by or on behalf of the Issuer for 14 consecutive Non-Disrupted Valuation Dates (a "**Publication Failure Event**") and the Collateral Agent is notified in writing of such Publication Failure Event and directed in writing by holders of at least a majority of the Notes then outstanding (a "**Noteholder Notice and Direction**") to give a notice under this Condition 7.10 to the Issuer, the Collateral Agent will, provided that the Collateral Agent has been pre-funded and/or secured and/or indemnified to its satisfaction, give such notice (a "**Publication Event Redemption Notice**") to the Issuer, copied to each of the Series Parties. Any such Noteholder Notice and Direction must be substantially in the form set out in the Agency Agreement which is available from the Issuing and Paying Agent and/or the Collateral Agent. For the purposes of Condition 7.10, a Mandatory Redemption Date will occur on the fifth Business Day following the date of the Publication Event Redemption Notice. The Collateral Agent shall not be responsible for or liable to the Issuer, any Noteholder or any Series Party for investigating, verifying, determining or monitoring whether a Publication Failure Event has occurred or exists and, unless and until the Collateral Agent receives a Noteholder Notice and Direction, the Collateral Agent shall be entitled to assume that no such event has occurred;

Change in law or regulation: on or after the Series Issue Date (a) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority):

it has (or the Issuer reasonably expects that it will) become illegal for the Issuer to (x) hold, acquire or dispose of all of the types of Series Asset, and/or (y) perform its obligations under the Notes;

the Issuer would (or would expect to) incur materially increased costs in performing its obligations under the Notes (including, without limitation, any increase in any applicable Taxes, any decrease in any applicable tax benefit and/or any other costs or liability to Tax of the Issuer relating to any change in any applicable tax law or regulation),

the Issuer may give notice to the Series Parties and the Noteholders in accordance with Condition 16 that the Notes are to be redeemed and designate a Mandatory Redemption Date for such purposes, provided that the date designated as the Mandatory Redemption Date shall not be earlier than the fifth Business Day following the date of the relevant notice (such notice an "**Issuer Redemption Notice**");

Issuer Call Redemption Event: an Issuer Call Redemption Event occurs pursuant to Condition 7.9.

Notwithstanding anything to the contrary in the Conditions or any Series Document, if at any time following the occurrence of a Mandatory Redemption Event (the "**Initial Early Redemption Event**") an event or circumstance which would otherwise constitute or give rise to a Mandatory Redemption Event occurs (the "**Secondary Early Redemption Event**") in respect of which the Mandatory Redemption Date relating thereto occurs (or would occur) prior to the date that would have been the Mandatory Redemption Date in respect of the Initial Early Redemption Event, the Secondary Early Redemption Event shall prevail and all references to the "**Mandatory Redemption Event**" in the Conditions and the Series Documents shall be construed accordingly.

7.11 Mandatory Redemption Amount

If any of the Mandatory Redemption Events listed in Condition 7.10 occurs, each Note shall become due on the related Mandatory Redemption Settlement Date at its Mandatory Redemption Amount.

The Issuer shall give notice to the Noteholders of the Mandatory Redemption Date and the Mandatory Redemption Settlement Date of the Notes as soon as reasonably practicable in accordance with Condition 16.

8. Disruption Events, Adjustments Events and postponement

8.1 Disruption Events and determination of the Note Value

If a Valuation Date is a Disrupted Day, then:

the calculation and publication of the Note Value in respect of such Valuation Date will be postponed to the next following Valuation Date that is not a Disrupted Day; and

the Issuer shall use reasonable efforts, to the extent that all required information is available to it, to publish an indicative price in respect of each Note on the Issuer's Website, solely for information purposes.

Disruption Events may be based on market disruption, settlement disruption or credit events:

- Market Disruption Events that materially impair the Issuer's ability to determine or realise the value of the Digital Assets, including extreme illiquidity in the Digital Asset's trading markets; unavailability or failure of the primary Digital Asset trading venues used for pricing; suspension or limitation of trading, including exchange outages, network congestion or extreme volatility halts; blockchain-level disruptions, including delayed block creation, network forks; consensus failures, or other events that prevent normal settlement; and inaccurate, missing, or stale price data, making it impossible to calculate the Note Value on a Non-Disrupted Valuation Date.

- Settlement Disruption Events that prevent the Issuer or Custodian from transferring, acquiring, or disposing of the Digital Assets forming the Series collateral, including blockchain congestion, preventing timely confirmation of transfers; inoperability of the wallet infrastructure, the Custodian, or the blockchain network required for settlement; restrictions imposed by exchanges, custodians, or authorised participants that prevent normal settlement or creation/redemption processes; and/or forks or protocol changes that result in settlement uncertainty or require the Issuer to suspend transactions.

- Credit or Counterparty Events (Infrastructure-Related) involving service providers that affect the Issuer's ability to maintain exposure to the underlying Digital Assets, including resignation or termination of the Calculation Agent, Issuing and Paying Agent; Custodian, or all Authorised Participants, without a successor being appointed; Custodian failure, insolvency, or operational disruption, affecting safekeeping of the digital assets; Failure of the Collateral Agent or inability to

act, including failure to receive required indemnities; and regulatory or legal changes that make it illegal or excessively costly for the Issuer to hold, acquire, or dispose of the relevant Digital Assets.

8.2 Postponement of settlement of subscriptions and Redemptions

If a Subscription Order or a valid Redemption Order is received by the Issuer on a Valuation Date which is a Disrupted Day, then such Subscription Order or Redemption Order shall be deemed to have been received by the Issuer on the first following Valuation Date which is not a Disrupted Day. No additional amount shall be owed to any Noteholder in connection with the postponement of the Subscription Settlement Date or Redemption Settlement Date, as applicable.

A Subscription Order delivered by an Authorised Participant which has been deferred in accordance with Condition 8.1 may be withdrawn by that Authorised Participant in accordance with the terms of the Operating Procedures Agreement.

8.3 Adjustments

If an Adjustment Event has occurred, the Issuer will, 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 terms of the Conditions of the Notes to account for the economic effect on the Notes of the relevant Adjustment Event.

If the Issuer determines that it is appropriate to make such adjustments referred to in (A) above, it will, as soon as reasonably practicable, determine in good faith and in a commercially reasonable manner the nature and effective date of such adjustment(s), and notify the Series Parties and, in accordance with Condition 16, the Noteholders of the occurrence of such Adjustment Event and the details of such adjustments to the Conditions as soon as reasonably practicable upon making such determinations.

With effect from the effective date of any such adjustment, the Issuer and the Series Parties shall take into account the relevant adjustment(s) so notified to it when making any determination and/or calculation it is required to make under the Conditions and the terms of the relevant Series Documents, as appropriate, and the Conditions of the Notes and the terms of the Series Documents shall be construed accordingly. Neither the consent of the Collateral Agent nor the consent of the Noteholders will be required for any such adjustment to the Conditions of the Notes, provided that no such adjustment or amendment may be made which would, in the Collateral Agent's opinion, impose more onerous obligations on the Collateral Agent without its consent.

If the Issuer determines that it is not appropriate to make such adjustments referred to in (A) above, the Issuer will notify the Series Parties and, in accordance with Condition 16, the Noteholders that the Notes will be redeemed and, for the purposes of Condition 7.10, a Mandatory Redemption Event in the form of a "**Disruption Redemption Event**" will occur.

9. Payments, calculations, Agents and records

As set forth above, Investors are, in case of Redemptions, entitled to an in-kind share of the Series Assets. If, in exceptional circumstances, the Issuer makes payments to Investors, the following applies:

9.1 Payments net of Taxes

All payments in respect of the Notes, if any, shall be made net of and after allowance for any withholding or deduction for, or on account of, any Taxes. In the event that any withholding or deduction for, or on account of, any Tax applies to payments in respect of the Notes, the Noteholders will be subject to, and shall not be entitled to receive amounts to compensate for, any such Tax or deduction or any other amounts withheld or deducted pursuant to Condition 9.3. No Event of Default shall occur as a result of any such withholding or deduction.

9.2 Payments

For as long as the Notes are represented by a Global Bearer Note deposited with a central depository on behalf of the Relevant Clearing System, the obligations of the Issuer under the Conditions to make

payments in respect of the Notes, if any, will be discharged by payment to, or to the order of, the holder of the Global Bearer Note, subject to and in accordance with the terms of such Global Bearer Note. Each of the persons shown in the records of the Relevant Clearing System as owning Notes represented by such Global Bearer Note must look solely to the Relevant Clearing System for his share of any payment made by the Issuer to or to the order of the holder of the Global Bearer Note. Payments made to any person shown in the records of the Relevant Clearing System as owning any Note represented by the Global Bearer Note shall be subject to and made in accordance with the rules of the Relevant Clearing System.

Notwithstanding the foregoing, for so long as the Notes are represented by a Global Bearer Note, if any amount due in respect of such Notes is payable in U.S. dollars, such U.S. dollar payments shall be made at the specified office of a Paying Agent in the U.S. if:

(a) the Issuer has appointed Paying Agents with specified offices outside the U.S. with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the U.S. of the full amount due in respect of the Notes in the manner provided above when due;

(b) payment of the full amount due at all such specified offices outside the U.S. is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of the amount due in U.S. dollars; and

(c) such payment is then permitted under U.S. law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

9.3 Payments subject to fiscal laws

All payments in respect of the Notes. if any, will be subject in all cases to (i) any applicable fiscal or other laws, regulations and directives but without prejudice to the provisions of Condition 9.1 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the United States Internal Revenue Code of 1986 or otherwise imposed pursuant to Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto (in each case without prejudice to the provisions of Condition 9.1). No commission or expenses shall be charged to the Noteholders in respect of such payments.

9.4 Calculations

The Calculation Agent will, as soon as reasonably practicable on such date and/or at such time as the Calculation Agent is required in accordance with the Calculation Agency Agreement and the Conditions and any other Relevant Provisions, perform such duties and obligations as are required to be performed by it in accordance therewith.

The calculation by the Calculation Agent of any amount, price, rate or value required to be calculated by the Calculation Agent under the Relevant Provisions shall be made in good faith and shall (in the absence of manifest error) be final and binding on the Issuer, the Noteholders and the Series Parties.

9.5 Calculation by Collateral Agent

If at any time after the Issuer Security has become enforceable pursuant to Condition 5.2 and the Calculation Agent does not make any calculation relating to the Note Value, Final Redemption Amount, Redemption Amount or Mandatory Redemption Amount when required pursuant to the Conditions and the Series Documents, then the Collateral Agent may appoint an agent on its behalf to make any calculation in place of the Calculation Agent provided that the Collateral Agent shall have been pre-funded and/or secured and/or indemnified to its satisfaction by one or more Noteholders in accordance with the CA Pledge Agreement. Any such calculation made on behalf of the Collateral Agent shall for the purposes of the Conditions and the Series Documents be deemed to have been made by the Calculation Agent. In doing so, the appointed agent shall apply the provisions of the Conditions and/or the relevant Series Document(s), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in the circumstances. In the absence of fraud, negligence and wilful default, the Collateral Agent directly or its agent shall not be liable

(whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, the Noteholders or any Series Party for any calculation (or any delay in making any calculation) so made.

9.6 Calculation Agent

Subject as provided in the Conditions and the Calculation Agency Agreement, the Issuer shall use all reasonable efforts to procure that there shall at all times be a Calculation Agent for so long as any of the Notes are outstanding. If the Calculation Agent resigns or its appointment is terminated for any reason, the Issuer shall use all reasonable efforts to appoint a reputable entity that provides services of a similar type to those required of the Calculation Agent under the Relevant Provisions or a leading bank or investment banking firm that the Issuer reasonably determines is capable of making the calculation(s) required to be made by the Calculation Agent under the Relevant Provisions to act as such in its place.

The Calculation Agent shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any Noteholder, any other Series Party or any other person for any Loss incurred by any such person that arises out of or in connection with the performance by the Calculation Agent of its obligations under the Calculation Agency Agreement, the Conditions and the other Relevant Provisions provided that nothing shall relieve the Calculation Agent from any Loss arising by reason of acts or omissions constituting bad faith, fraud or gross negligence of the Calculation Agent (any such act or omission, a "**Calculation Agent Breach**").

If the Calculation Agent would, but for the operation of this Condition 9.6, be held liable for any Loss arising as the result of a Calculation Agent Breach, the Calculation Agent shall nevertheless incur no liability to the Issuer, any Noteholder, any other Series Party or any other person if such Calculation Agent Breach results solely and directly from either (i) the failure by any other Series Party to provide any notice, instruction or direction which such Series Party is required or permitted to give under the Conditions or any relevant Series Document or (ii) a delay in the delivery by any other Series Party of any notice, instruction or direction which such Series Party is required or permitted to give to the Calculation Agent under the Conditions or any relevant Series Document.

If the Calculation Agent would, but for the operation of this Condition 9.6, be held liable for any Loss arising as the result of a Calculation Agent Breach, the Calculation Agent shall nevertheless incur no liability to the Issuer, any Noteholder, any other Series Party or any other person if such Calculation Agent Breach results solely and directly from the reliance by the Calculation Agent upon a rate, amount, quotation, value or other calculation or determination notified to the Calculation Agent pursuant to the Conditions and/or any relevant Series Document which is made by another Series Party in accordance with the Conditions and the terms of any relevant Series Document.

The Calculation Agent has no obligation towards or relationship of agency or trust with any Noteholder.

The Calculation Agent has no duties or responsibilities except those expressly set forth in the Conditions, the Calculation Agency Agreement and the other Relevant Provisions and no implied or inferred duties or obligations of any kind will be read into the Calculation Agency Agreement against or on the part of the Calculation Agent. The Calculation Agent will not, and will not be deemed to, assume or be liable for the obligations or duties of the Issuer or any other person under the Conditions, the CA Pledge Agreement or any other Series Document unless otherwise agreed pursuant to the Relevant Provisions.

9.7 Appointment of Agents

Save as provided below, the Agents act solely as agents of the Issuer. The Agents do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time in accordance with the provisions of the Agency Agreement and / or the Calculation Agency Agreement, as applicable, to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent or the Calculation Agent and to appoint additional or other Paying Agents or Calculation Agents. Without prejudice to the provisions for the automatic termination of the appointment of an Agent in connection with the occurrence of an insolvency or similar event or proceedings in the relevant Series Documents, the Issuer shall use reasonable endeavours to at all times maintain (i) an Issuing and Paying Agent, (ii) a Calculation Agent and (iii) such other agents as may be required by any stock exchange on which the Notes may be listed. Notice of any change of

Agent or any change to the specified office of an Agent shall promptly be given to the Noteholders by the Issuer in accordance with Condition 16.

Pursuant to the terms of the CA Pledge Agreement, at any time after an Event of Default or a Potential Event of Default has occurred in relation to the Notes, the Collateral Agent may (i) by notice in writing to the Issuer, the Issuing and Paying Agent and any other Paying Agents and/or the Calculation Agent, require any and all of such Agents, until notified by the Collateral Agent to the contrary, so far as permitted by applicable law to (a) act as agent of the Collateral Agent under the CA Pledge Agreement and the Notes *mutatis mutandis* on the terms of the Agency Agreement (with consequential amendments as necessary) and except that the Collateral Agent's liability for the indemnification, remuneration and all other expenses of such Agents (if any) shall be limited to the amounts for the time being held by the Collateral Agent in respect of the Notes on the terms of the CA Pledge Agreement and which are available (after application in accordance with the relevant order of priority set out in Condition 5.4) to discharge such liability); or (b) deliver the Notes and all moneys, documents and records held by them in respect of the Notes to or to the order of the Collateral Agent or as the Collateral Agent directs in such notice, and (ii) by notice in writing to the Issuer require it to make all subsequent payments in respect of the Notes to or to the order of the Collateral Agent and not to the Issuing and Paying Agent with effect from the receipt of any such notice by the Issuer; and from then until such notice is withdrawn, provision (1) of Condition 5.1 shall cease to have effect.

9.8 Business day conventions

If any date for a payment in respect of any Note is not both a Clearing System Business Day and a Currency Business Day, the holder shall not be entitled to a payment until the next following day which is both a Clearing System Business Day and a Currency Business Day or to any interest or other sum in respect of such postponed payment.

If any date referred to in the Conditions would otherwise fall on a day that is not a Valuation Date, then such date shall be postponed to the next day that is a Valuation Date.

9.9 Records

For so long as the Notes are represented by a Global Bearer Note, the records of the Relevant Clearing Systems (which expression in this Condition 9.9 means the records that each Relevant Clearing System holds for its customers which reflect the amount of such customers' interests in the Notes) shall be conclusive evidence of the number of the Notes represented by the Global Bearer Note and, for these purposes, a statement issued by the Relevant Clearing System (which statement shall be made available to the bearer upon request) stating the number of Notes represented by the Global Bearer Note at any time shall be conclusive evidence of the records of the Relevant Clearing System at that time.

10. Prescription

Claims against the Issuer for delivery or payment under the Conditions in respect of the Notes shall be prescribed and become void unless made within 10 years from the date on which the Issuers obligation in respect of the Notes first became due or (if any asset or amount of the money payable was improperly withheld or refused) the date on which delivery or payment in full of the amount outstanding was made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note being made in accordance with the Conditions, such delivery or payment will be made, provided that delivery or payment is in fact made upon such presentation (such date the "**Relevant Date**") save that if the Notes are in global bearer form claims in respect of principal in respect of the relevant Global Bearer Security shall become void unless the Global Bearer Security is presented for payment within a period of 10 years from the appropriate Relevant Date.

11. Events of Default

If any of the following events (each, an "**Event of Default**") occurs, the Collateral Agent at its discretion may or will, if so directed in writing by holders of a majority of the Notes then outstanding or if so directed by an Extraordinary Resolution, a copy of which has been provided to the Collateral Agent (provided that in each case the Collateral Agent shall have been indemnified and/or secured and/or pre-funded to its satisfaction by one or more Noteholders in accordance with the CA Pledge

Agreement), give notice to the Issuer (copied to each Series Party) (such notice an "**Event of Default Redemption Notice**") that the Notes are, and they shall immediately become, due at their Final Redemption Amount:

the Issuer defaults in the fulfilment of any of its obligations in respect of the Notes or any of them for a period of 14 calendar days or more;

the Issuer defaults in the fulfilment of any of its obligations in respect of the Notes, the CA Pledge Agreement or any other Series Document, which default is incapable of remedy or, if in the opinion of the Collateral Agent capable of remedy, is not remedied within 30 calendar days (or such longer period as the Collateral Agent may permit) after notice of such default shall have been given to the Issuer by the Collateral Agent (and, for these purposes, a failure to perform or comply with an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time);

(A) any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer, save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Collateral Agent or by an Extraordinary Resolution; or

(B) a special audit is ordered in respect of the Issuer.

The Issuer will, as soon as reasonably practicable after receipt of any Event of Default Redemption Notice, give notice thereof to the Noteholders in accordance with Condition 16 and to the Authorised Participant(s).

The Issuer has undertaken in the CA Pledge Agreement that, on each anniversary of the issue date of the first Series of Notes issued under the Programme and also within 14 calendar days after any request by the Collateral Agent, it will send to the Collateral Agent a certificate signed by a Director of the Issuer to the effect that, as at a date not more than five calendar days prior to the date of the certificate, no Event of Default, or event or circumstance that could with the giving of notice, lapse of time and/or issue of a certificate become an Event of Default, has occurred.

12. Enforcement

Pursuant to the terms of the CA Pledge Agreement, only the Collateral Agent may, at its discretion and without further notice, take such action or step or institute such proceedings against the Issuer, as it may think fit to enforce the rights of the holders of the Notes against the Issuer whether the same arise under general law, the CA Pledge Agreement or the Notes, any other Series Document or otherwise, but, in each case, it need not take any such action or step or institute proceedings unless in accordance with the terms of the CA Pledge Agreement, the Collateral Agent is so directed by an Extraordinary Resolution a copy of which has been provided to the Collateral Agent or notified in writing by holders of at least a majority of the Notes then outstanding and it shall have been secured and/or pre-funded and/or indemnified to its satisfaction.

Pursuant to the CA Pledge Agreement, only the Collateral Agent may, at its discretion, and shall, if so directed in writing by the holders of at least one fifth in Principal Amount of the Notes or by an Extraordinary Resolution, a copy of which has been provided to the Collateral Agent, subject to its having been pre-funded and/or secured and/or indemnified to its satisfaction by the Noteholders in accordance with the CA Pledge Agreement, enforce the Issuer Security constituted by the CA Pledge Agreement.

None of the Noteholders shall be entitled to proceed directly against the Issuer unless the Collateral Agent, having become bound to proceed in accordance with the terms of the CA Pledge Agreement, fails or neglects to do so within a reasonable time and such failure is continuing.

The Noteholders acknowledge and agree that only the Collateral Agent may enforce the Issuer Security over the Series Assets in accordance with, and subject to the terms of, the CA Pledge Agreement.

The Collateral Agent shall not be required to take any action in relation to the Issuer Security constituted by the CA Pledge Agreement which may (i) be illegal or contrary to any applicable law or regulation or (ii) cause it to expend or risk its own funds or otherwise incur any liability (including any

personal liability) in the performance of its duties or in the exercise of any of its rights, powers and discretions, without first being indemnified and/or secured and/or prefunded to its satisfaction.

13. Meetings of Noteholders, modification, waiver, substitution and restrictions

13.1 Meetings of Noteholders

A Noteholder representative is not appointed. Noteholders may, in meetings convened in accordance with the law, pass resolutions on certain matters affecting their interests, including modification by Extraordinary Resolution of the Notes (including these Conditions).

Subject to stricter statutory provisions, the quorum at any such meeting for passing an Extraordinary Resolution will be two or more Noteholders or agents present in person holding or representing in the aggregate more than 50 % of the number of the Notes for the time being outstanding or, at any adjourned such meeting, two or more Noteholders or agents present in person being or representing Noteholders, whatever the number of the Notes so held or represented, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not, except that any Extraordinary Resolution proposed, *inter alia*,

(i) to amend the dates of maturity or redemption of the Notes

(ii) to change any method of calculating the Final Redemption Amount, the Redemption Amount or the Mandatory Redemption Amount,

(iii) to change the currency or currencies of a payment, if any, or Denomination of the Notes,

(iv) to take any steps which as specified in the CA Pledge Agreement may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply,

(v) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution,

(vi) to modify the provisions of the Base Prospectus or the Final Terms, or the CA Pledge Agreement concerning this exception,

(vii) to modify any other provisions specifically identified for this purpose in the Base Prospectus or the Final Terms,

will only be binding if passed at a meeting of the Noteholders, the quorum at which shall be Noteholders or agents present in person holding or representing in the aggregate not less than 75 % of the nominal capital of Notes issued and outstanding.

A resolution in writing signed by or on behalf of the holders of not less than 75 % of the aggregate nominal capital of the Notes issued and outstanding shall for all purposes be considered as valid and effectual as an Extraordinary Resolution passed at a meeting of Noteholders.

13.2 Modification of the relevant Series Documents

Subject to Condition 13.3.(D), the Issuer may, without the consent of the Noteholders, (i) make any modification to these Conditions and/or any Series Document which is, in the opinion of the Issuer, of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification, and any waiver or authorisation of any breach or proposed breach of any of these Conditions or any of the provisions of the Series Document that is in the opinion of the Issuer not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver will be binding on the Noteholders and will be notified by the Issuer to the Noteholders in accordance with Condition 16 as soon as reasonably practicable. If and to the extent required by applicable law, a supplement to the Prospectus will be established and filed for approval with the Liechtenstein FMA.

The Issuer may furthermore, without the consent of the Noteholders, make any modification to these Conditions and/or any Series Document which is not specifically stated therein to require the consent of the Noteholders, including any modification which is made:

(1) in connection with the accession of a new Authorised Participant to the Programme; or

(2) to effect any adjustment to the Conditions of the Notes pursuant to Condition 8.3 as a consequence of the occurrence of an Adjustment Event provided that:

(a) the adjustments so agreed have the consequence that at the time of the adjustments there is no negative change to the Note Value in respect of the Notes; and

(b) the adjustments do not take effect until at least three calendar days have elapsed after they are announced to the Noteholders in accordance with Condition 16.

13.3 Substitution

The Issuer may delegate and transfer, without the consent of the Noteholders, but subject to the prior consent of each Authorised Participant, any and all obligations on the basis of this Prospectus and the Notes issued thereunder and may therefore be substituted as the principal debtor under this Prospectus and the Series Documents to which it is a party and the Notes of each Series, by any other company (incorporated in any jurisdiction) (any such substitute company being the "**Substituted Obligor**"), provided that:

a deed is executed or undertaking given by the Substituted Obligor to the Collateral Agent, in form and manner satisfactory to the Collateral Agent, agreeing to be bound by the CA Pledge Agreement and the Notes of each Series (with such consequential amendments as the Collateral Agent may deem appropriate) as if the Substituted Obligor had been named in the CA Pledge Agreement and the Notes as the principal debtor in place of the Issuer;

the Substituted Obligor assumes all rights, obligations and liabilities in relation to the Series Assets, acknowledges the Issuer Security created in respect thereof pursuant to the CA Pledge Agreement and takes all such action as may be required by the Series Parties so that the Issuer Security constitutes a valid charge, pledge or other security interest over the Series Assets as was originally created by the Issuer for the obligations of the Substituted Obligor;

(A) if any director of the Substituted Obligor certifies that it will be solvent immediately after such substitution, the Series Parties need not have regard to the Substituted Obligor's financial condition, profits or prospects or compare them with those of the Issuer;

(B) the Series Parties will be satisfied (if required, by reference to legal opinions) that (a) all necessary governmental and regulatory approvals and consents necessary for or in connection with the assumption by the Substituted Obligor of liability as principal debtor in respect of, and of its obligations under, the Notes of each Series and any Series Document have been obtained and (b) such approvals and consents are at the time of substitution in full force and effect;

(C) the Issuer and the Substituted Obligor will execute and the Issuer shall procure that each Series Party will execute such other deeds, documents and instruments (if any) as the may be required in order that such substitution is fully effective and comply with such other requirements in the interests of the Noteholders;

(D) the Issuer and the Substituted Obligor comply with such other requirements as the Series Parties may direct in the interests of the Noteholders; and

a legal opinion is provided to the Series Parties concerning any proposed substitution and the Issuer and the Substituted Obligor shall give notice of the substitution to the Noteholders within 14 calendar days of the execution of such documents and compliance with such requirements.

On completion of the formalities set out in this Condition 13.3, the Substituted Obligor shall be deemed to be named in these Conditions, the CA Pledge Agreement, the other Series Documents and the Notes as the principal debtor in place of the Issuer (or of any previous substitute) and these

Conditions, the CA Pledge Agreement, the other Series Documents and the Notes shall be deemed to be amended as necessary to give effect to the substitution.

13.4 Prohibition on U.S. persons

Notes may not be legally or beneficially owned by any U.S. person at any time nor offered, sold or delivered within the United States or to U.S. persons. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of Notes who contravenes such prohibition to void the transfer of such Notes to such legal or beneficial owner or to redeem any such Notes held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the Issuer selling such Notes on behalf of such legal or beneficial owner at the lesser of the purchase price therefor or the Note Value prevailing at the time such transfer is voided. Terms used in this Condition 13.4 have the meanings given to them by Regulation S under the Securities Act.

13.5 ERISA prohibition

Notes may not be legally or beneficially owned by any entity that is, or that is using the assets of, (a)(i) an "**Employee Benefit Plan**" (as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to the fiduciary responsibility requirements of Title I of ERISA, (ii) any plan to which Section 4975 of the United States Internal Revenue Code of 1986, as amended (the "**Code**") applies (a "**Plan**") or (iii) an entity whose constituent assets include "**Plan Assets**" (as determined pursuant to the "Plan Assets Regulation" issued by the United States Department of Labor at 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA) by reason of any such Employee Benefit Plan's or Plan's investment in the entity or (b) a non-U.S. plan, governmental plan, church plan or other plan that is subject to any federal, state, local, non-U.S. or other law or regulation that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (a "**Similar Law**") unless its acquisition and holding and disposition of such Note, or any interest therein, has not and will not constitute a violation of such Similar Law. The Issuer has the right, at its option, to refuse to recognise any such transfer or to compel any legal or beneficial owner of Notes who contravenes such prohibition to void the transfer of such Notes to such legal or beneficial owner or to redeem any such Notes held by such legal or beneficial owner. Transfers may be voided by the Issuer by compelling a sale by such legal or beneficial owner or by the issuer selling such Notes on behalf of such legal or beneficial owner at the lesser of the purchase price therefor or the Note Value prevailing at the time such transfer is voided. Terms used in this Condition 13.5 have the meanings given to them by the Code.

14. <u>Replacement of Notes</u>

If a Note in bearer form is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent or such other Paying Agent, as the case may be, as may, from time to time, be designated by the Issuer for the purpose, and notice of whose designation is given to Noteholders, in each case, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note is subsequently presented for payment there shall be provided to the Issuer on demand the amount to be delivered or paid by the Issuer in respect of such Note) and otherwise as the Issuer may require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

15. <u>Issue of further Series of Notes</u>

Subject to Condition 5, the Issuer may, from time to time (without the consent of the Noteholders), create and issue further securities either having the same terms and conditions as the Notes in all respects and so that such further issue shall be consolidated and form a single Series with the Notes or upon such terms as the Issuer may determine at the time of their issue and/or incur further obligations relating to such securities.

Only an Authorised Participant may request that the Issuer issue additional Notes by delivering a valid Subscription Order subject to and in accordance with the terms of the relevant Authorised Participant Agreement.

The Issuer will only accept a Subscription Order and issue Notes if:

a Subscription Order is given by an Authorised Participant and determined to be valid by or on behalf of the Issuer;

the acceptance of such Subscription Order will not cause any Subscription Limit for the Notes to be exceeded; and

all conditions precedent to an issue of the Notes are satisfied.

The Issuer shall have no obligation to issue further Notes and no obligation to accept any Subscription Orders from (but excluding) the fifth Valuation Date preceding the Final Redemption Date of the Notes.

In accordance with the terms of the Authorised Participant Agreement(s) and the Operating Procedures Agreement, the Issuer will not be obliged to accept any Subscription Order and/or issue Notes if (i) a Subscription Suspension Event has occurred and is continuing, and/or (ii) a Mandatory Redemption Event has occurred. If an Issuer Call Redemption Notice is delivered, the last day on which the Issuer is required to accept a valid Subscription Order shall be the fifth Business Day preceding the related Mandatory Redemption Date designated in such notice. If a Mandatory Redemption Event occurs, the last day on which the Issuer is required to accept a valid Subscription Order shall be the date of the notice designating such event.

The Issuer may suspend the issuance of further Notes at any time. If a Subscription Suspension Event occurs, the Issuer shall not accept any Subscription Orders for the Notes with effect from the date of suspension specified in the relevant notice to the Calculation Agent and the Authorised Participants until such time (if any) as the Issuer notifies such Series Parties that it shall recommence the issue of further Series of the Notes. The effective date of any such suspension will be specified in the related notice and will be a day not earlier than the Valuation Date following the date of such notice. The Issuer shall give notice to Noteholders in accordance with Condition 16 of any such suspension as soon as reasonably practicable after giving any notice of suspension of subscriptions.

In relation to any Subscription Order which has been accepted by or on behalf of the Issuer but in respect of which the Subscription Settlement Date has not yet occurred as at the date of the occurrence of an Event of Default, each such Subscription Order shall automatically be cancelled with effect from the date of the occurrence of such Event of Default.

In relation to any Subscription Order which is valid but in respect of which the Notes are pending issue and settlement to the relevant Authorised Participant as at the Mandatory Redemption Date, the Final Redemption Date or the date of delivery of an Event of Default Redemption Notice (due to the Subscription Settlement Date not having occurred at such date, the relevant Authorised Participant not having delivered in full the relevant subscription amount on a Subscription Settlement Date falling prior to such date, or otherwise), any such Subscription Order shall automatically be cancelled with effect from such Mandatory Redemption Date, Final Redemption Date or date of delivery of an Event of Default Redemption Notice (as applicable).

If at any time after the occurrence of the Subscription Settlement Date in respect of which the relevant Authorised Participant has not provided in full the related Subscription Amount a Mandatory Redemption Event occurs, the Final Redemption Date occurs or an Event of Default Redemption Notice is delivered, the Notes issued on any such Subscription Settlement Date which are pending settlement to the relevant Authorised Participant shall automatically be cancelled with effect from the date of the occurrence of such Mandatory Redemption Date, Final Redemption Date or date of delivery of an Event of Default Redemption Notice (as applicable). Notes requested for issue and subscribed for by an Authorised Participant may be held on an inventory basis by such Authorised Participant and offered for sale and/or sold over a period of time.

In relation to any Subscription Order, the Issuer may in accordance with the relevant Authorised Participant Agreement and the Operating Procedures Agreement agree with the relevant Authorised Participant that the obligation of the Authorised Participant to pay the relevant subscription amount (the "**Relevant Subscription Amount**") shall be satisfied by the delivery to, or to the order of, the Issuer of assets suitable as components of the Series Assets which the Calculation Agent determines have a value on the Subscription Trade Date, after taking account of any costs of transfer or delivery which are to be discharged by the Issuer, which is equal to the Relevant Subscription Amount.

Any new securities forming a single Series with Notes already issued and which are secured in accordance with the terms of the CA Pledge Agreement will, upon the issue thereof by the Issuer, be secured by the terms of the CA Pledge Agreement without any further formality and irrespective of whether or not the issue of such securities contravenes any covenant or other restriction in the CA Pledge Agreement or the Programme Maximum Number of Notes and shall be secured by the Series Assets (as increased and/or supplemented in connection with such issue of such new securities).

16. Notices

All notices to holders of Notes shall be valid if:

they are:

published on the website of one or more RIS(s) approved for such purposes by the applicable Relevant Stock Exchange(s) and any such notices shall be conclusively presumed to have been received by the holders; and/or
published on the Issuer's Website www.vaneck.com;

(A) for so long as the Notes are listed on any Relevant Stock Exchange, they are published in accordance with the rules and regulations of such Relevant Stock Exchange or other relevant authority; and

(B) for so long as the Notes are in global form, notices required to be given in respect of the Notes represented by a Global Bearer Note are given by their being delivered (so long as the Global Bearer Note is held on behalf of a Relevant Clearing System) to the Relevant Clearing System, or otherwise to the holder of the Global Bearer Note, rather than by publication as required above. Any such notice shall be deemed to have been given to the holders of the Notes on the Clearing System Business Day immediately following the day on which the notice was given to the Relevant Clearing System.

If, in the opinion of the Issuer, any such publications above are not practicable, notice shall be validly given if published in another leading daily newspaper with general circulation in the relevant country.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

17. Relevant Clearing System

None of the Issuer or the Agents will have any responsibility for the performance by the Relevant Clearing System (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations.

18. Governing law and jurisdiction

18.1 Governing law

The Base Prospectus, the CA Pledge Agreement and the Notes (including any Global Bearer Note), and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, German law.

18.2 Jurisdiction

The courts of Liechtenstein are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes and, accordingly, any legal action or proceedings arising out of or in connection with any Notes ("**Proceedings**") may be brought in such courts**.** In addition, the courts of Germany are to have also non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes and, accordingly any Proceedings may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission to the non-exclusive jurisdiction of Liechtenstein

or to the non-exclusive jurisdiction of Germany is for the benefit of each of the Collateral Agent and the Noteholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

FORM OF FINAL TERMS

The following are Pro Forma Final Terms for the issue of Notes by VanEck ETP AG under the VanEck Exchange Traded Note Programme as further described in this Base Prospectus. Issue Specific Final Terms will be published and filed with the FMA with regard to each Series of Notes issued on the basis of this Base Prospectus. Issue Specific Final Terms for each Series of Notes will also be published on the Issuers website www.vaneck.com.

Final Terms dated: [...]

VanEck ETP AG

(a society limited by shares incorporated in Liechtenstein)

Issue of

[*number*] [*Series*] Notes

VanEck […] ETN

(ISIN […])

pursuant to the

VanEck Exchange Traded Note Programme

(the "**Notes**")

This document constitutes the Final Terms in the meaning of Art 8 of the Prospectus Regulation of the Notes described herein. These Final Terms must always be read in conjunction with the Base Prospectus issued by the Issuer, initially approved by the Liechtenstein FMA on 28 September 2020 and annually prolonged with the latest approval date 31 August 2026 (the "Base Prospectus") together with supplements, if any, in order for an investor to obtain any and all information relevant for a decision whether to invest in the Notes. Full information on VanEck ETP AG (the "Issuer") and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus (together with any supplement thereto) is available on the website of the Issuer at www.vaneck.com. Terms used in these Final Terms bear the same meaning as in the Base Prospectus.

A summary of the individual issue is annexed to these Final Terms.

The Base Prospectus (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the EEA in which the Prospectus Regulation is applicable (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Regulation, as implemented or applicable in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes.

Accordingly any person making or intending to make an offer of the Notes may only do so:

(i) in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer; or

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

An offer of the Notes may be made by the Issuer or by Authorised Participants other than pursuant to Article 3(2) of the Prospectus Regulation in Liechtenstein, Austria, Denmark, Finland, France, Germany, Italy, Luxembourg, the Netherlands, Norway, Spain, Sweden, Portugal and Poland as well as Switzerland ("**Non-exempt Offer Jurisdictions**") during the period from approval and publication of the Prospectus until one year after the date of approval of the Prospectus by the Liechtenstein FMA (the "**Offer Period**").

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

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (and delegated acts thereto, including Commission Delegated Regulations (EU) 2019/979 and 2019/980).

Target market: The Issuer considers that the Notes described in these Final Terms are suitable for retail and institutional investors.

PART A – CONTRACTUAL TERMS

Terms used herein shall have the meanings given to them in the terms and conditions set forth in the Base Prospectus dated 31 August 2026 [and the supplement(s) to it dated [ ]] (the "**Base Prospectus**") *The particulars in relation to this issue of Notes are as follows:*

1.	Series of Notes to which these Final Terms apply:	[	]
2.	Number of Notes to which these Final Terms apply:	[	]
3.	Series Issue Date:	[]	
4.	Issue Price:	[	] per Note
5.	Principal Amount:	Up to […] ([	] per Note)
6.	Relevant Currency:	[…]	
7.	Final Redemption Date:	[•] 2068	
8.	Redemption Amount:	[BTC][ETH][…] (in-kind) with a value corresponding to the Note Value on the Redemption Pricing Date as determined by the Calculation Agent, less such Note's pro rata share of any costs and expenses incurred by or on behalf of the Issuer necessary to give effect to such redemption.	
9.	Denomination:	[Principal Amount]	
10.	Index	[	]
11.	Index Administrator	[…]	
12.	Series Assets / Sampling	[…]	
13.	Interest	[…]	
14.	Staking	[Yes / No]	
15.	Staking Fee	[…]	

16. Form of Notes: [Global Bearer Note]

17. Price Information […]

The Issuer accepts the responsibility for the information contained in these Final Terms.

[ ] has been extracted from [ ].

The Issuer confirms that any additional information provided by […] has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading].

PART B – OTHER INFORMATION

18. **Listing and admission to trading:** The Notes are admitted to trading at […] [The Issuer may make applications to any other regulated or unregulated market the Issuer considers suitable for the Notes to which these Final Terms apply.] The issuer may suspend the trading of the Notes in extraordinary circumstances and terminate the listing if trading has been suspended for a continuous three-month period.

19. **Notification** The FMA has provided the competent authorities of the [*and [names of other competent authorities of host member states of the EEA*]] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation.

20. **Interests of natural and legal persons involved in the issue**

Various subsidiary companies of Van Eck Associates Corporation do participate in the offer of the Notes or are subsequently involved in functions relating to the Notes (e.g. the Arranger and Calculation Agent).

Two of the directors of the Issuer are employees of affiliates of Van Eck Associates Corporation in Europe and might therefore be subject to conflicts of interest. However, the directors are subject to the global and local conflict of interest policies and procedures of Van Eck Associates Corporation.

Furthermore, there are currently no conflicts of interest between the members of the board of directors of the Issuer and the private interests of the directors.

21. Names and addresses of additional Paying Agent(s) (if any): […]

22. **Distribution**

Non-exempt Offer: [Not Applicable] [An offer of the Notes may be made by the Authorised Participants named on the website of the Issuer other than pursuant to Article 1(4) of the Prospectus Regulation in [*specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported*] ("**Non-exempt Offer Jurisdictions**") during the period from [*specify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [ ] Business Days thereafter"*] ("**Offer Period**"). See further Paragraph 8 of Part B below.]

Additional Selling Restrictions:	[Not Applicable]

23. **Information about the past and the further performance of the Index and its volatility**

Each Note represents a certain number of units of the underlying Digital Assets. This number of Digital Assets changes over time because the management fee is deducted from the Digital Assets. The value of the Digital Assets is derived from the Index. The valuation of the Notes is therefore based on the price of the Digital Assets according to the relevant Index.

Information about the past and further performance of the Index and its volatility can be obtained from:	[*Include name of the Index and details of where information about the past and future performance of the Index and its volatility can be obtained.*]

24. **Operational Information**

ISIN Code:	[ ]
Common Code:	[ ]
Names and addresses of additional Paying Agent(s) (if any):	[ ]

25. **Terms and Conditions of the Offer**

Offer Price:	[Issue Price][*specify*]
Conditions to which the offer is subject:	[*insert any applicable additional conditions to offer*] Offers of the Notes are conditional upon their issue and, as between the Authorised Participant(s) and their customers, any further conditions as may be agreed between them.
Description of the application process:	[Not Applicable/*give details*]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/*give details*]
Details of the minimum and/or maximum amount of application:	[Not Applicable/*give details*]
Details of the method and time limited for paying up and delivering the Notes:	[Not Applicable/The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/*give details*]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/*give details*]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/*give details*]

	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/*give details*]
	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[None/*give details*]
	Name and address of financial intermediary/ies authorised to use the Base Prospectus, as completed by these Final Terms (the "**Authorised Participants**"):	each Authorised Participant expressly named as an Authorised Participant on the Issuer's website (www.vaneck.com)
26	Parties to the Series	
	[…]	
	[…]	
27.	**Governing Law**	German
28	**Board Resolution for the Issue**	[ ]
29	**Reasons for the offer**	[ ]
	Use of Proceeds	[ ]
30	**Estimated Proceeds**	[ ]

ANNEX – ISSUE SPECIFIC SUMMARY

[Issue specific summary of the Notes to be inserted if (i) the Notes are to be listed on a regulated market in the EEA or (ii) publicly offered in a member state of the EEA]

SETTLEMENT AND CLEARING OF NOTES

Custodial and depositary or safekeeping links have been (or will be) established with Clearstream Banking Frankfurt to facilitate the initial issuance of Notes. Transfers within Clearstream Banking Frankfurt will be in accordance with the usual rules and operating procedures of the relevant system.

Clearstream Banking Frankfurt

Clearstream Banking Frankfurt holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between its participants through electronic book-entry changes in accounts of such participants. Clearstream Banking Frankfurt provides to its participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream Banking Frankfurt participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations, including Euroclear and Crest. Indirect access to Clearstream Banking Frankfurt is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Clearstream Banking Frankfurt participant, either directly or indirectly.

Distributions of principal with respect to book-entry interests in the Notes held through Clearstream Banking Frankfurt will be credited, to the extent received by the Issuing and Paying Agent, to the cash accounts of Clearstream Banking Frankfurt participants in accordance with the relevant system's rules and procedures.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

A Series of Notes may, subject to all applicable legal and regulatory requirements, be issued in Series comprising bearer securities or in dematerialised uncertificated registered form which shall not be exchangeable for bearer securities as specified in the applicable Final Terms. The summary that follows is only in relation to bearer securities.

Bearer securities will be issued in global note form (" **Global Bearer Note**").

Initial Issue of Notes

The Global Bearer Note will be delivered on or prior to the original issue date of the Series to a Central Depository. Depositing the Global Bearer Note with the Central Depository does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

With regard to the Global Bearer Note held by Clearstream Banking Frankfurt (the "**Central Depositary**"), Clearstream Banking Frankfurt will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Bearer Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Central Depositary may also be credited to the accounts of subscribers with other clearing systems through direct or indirect accounts with Euroclear and Clearstream Banking Frankfurt held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream Banking Frankfurt or other clearing systems.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Clearstream Banking Frankfurt or any other clearing system ("**Alternative Clearing System**") as the holder of a Note represented by a Bearer Security must look solely to Clearstream Banking Frankfurt or any such Alternative Clearing System (as the case may be) for his share of each cash payment made by the Issuer to the bearer of such Global Bearer Note and in relation to all other rights arising under the Notes, subject to and in accordance with the respective rules and procedures of Clearstream Banking Frankfurt or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of cash payments due on the Notes for so long as the Notes are represented by such Global Bearer Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Bearer Note in respect of each amount so paid.

Amendments to Conditions while Notes in global form

The Global Bearer Notes contain provisions that apply to the Notes that they represent, some of which modify the effect of the Conditions set out in this Base Prospectus. The following is a summary of those provisions:

Meetings

For the purposes of any meeting of Noteholders, the holder of the Notes represented by a Global Bearer Note shall be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a Global Bearer Note shall be treated as having one vote in respect of each Note represented by such Global Bearer Note.

Cancellation

Cancellation of any Note represented by a Global Bearer Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the number of Notes represented by the relevant Global Bearer Note which shall always represent the aggregate number of Notes outstanding from time to time.

Issuer's call option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a Global Bearer Note shall be exercised by the Issuer giving notice to the Noteholders and containing the information required by the Conditions.

Nominal amount

The Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Bearer Note shall be adjusted accordingly.

Collateral Agent's Powers

In considering the interests of Noteholders while any Global Bearer Note is held on behalf of a clearing system, the Collateral Agent may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Bearer Note and may consider such interests as if such accountholders were the holders of the Notes represented by such Global Bearer Note.

SUMMARY OF THE SERIES DOCUMENTS

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

The following agreements are material for the implementation of this Programme as they specifically govern custodianship of the Series Assets as well as the collateral established on the Series Assets for the benefit of the Noteholders.

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

Collateral Agent & Pledge Agreement

The Notes of each Series shall be secured by a pledge as constituted and governed by or pursuant to an instrument relating to the Notes and dated the Series Issue Date (as defined in the Conditions) between the Issuer and the Collateral Agent (the "**Collateral Agent & Pledge Agreement**", "**CA Pledge Agreement**").

Pursuant to the CA Pledge Agreement in respect of a Series of Notes, the obligations of the Issuer relating to that Series shall be secured in favour of the Collateral Agent, for its benefit and the benefit of the Issuer Secured Creditors, by the security over the Series Assets, as described in the section of this Base Prospectus headed "*Security Arrangements*".

The relevant CA Pledge Agreement further contains the provisions setting out the various obligations of the Issuer and the Collateral Agent with respect to the relevant Series of Notes, and will set out the covenants given by the Issuer in relation to such Series, including, without limitation, its covenant to pay, provisions relating to its duty to provide various persons with information, to prepare and display certain information, only to do such things as are contemplated within the applicable CA Pledge Agreement (most importantly, in relation to the issue and performance of the Notes) and its duties with respect to its obligations under the Notes. Each CA Pledge Agreement will also set out the basis for the remuneration and indemnification of the Collateral Agent in respect of its duties, the conditions for appointment, retirement and removal and contains provisions which are supplemental to certain statutory provisions and which set out the powers of the Collateral Agent and the extent of its duties.

The Collateral Agent is a subsidiary of Van Eck Associates Corporation and is holding 100 % of the shares in the Issuer VanEck ETP AG. Notwithstanding the before stated, the Collateral Agent is and will act independently in the context of its function as Collateral Agent under the terms of the Notes, which will also be safeguarded by organisational structures within the Collateral Agent.

Agency Agreement

An agency agreement (the "**Agency Agreement**") shall be concluded between the Issuer, the Issuing and Paying Agent and any other "Paying Agents" (such other Paying Agents being defined as such together with the Issuing and Paying Agent) and the Collateral Agent.

The Agency Agreement sets out the duties and obligations of the relevant Agents in relation to: (i) the issue, payment, cancellation and listing of the Notes and (ii) the basis for the remuneration and indemnification of each Agent appointed in respect of the relevant Series in respect of their respective duties.

The Agency Agreement also sets out the terms for the appointment, resignation (by at least 90 calendar days' prior notice to the Issuer, the Collateral Agent and the other Agents) and termination of the appointment of the Issuing and Paying Agent (by at least 90 calendar days' prior notice from the Issuer or on the occurrence of certain events, such as where such agent becomes incapable of acting, is dissolved, is adjudged bankrupt or insolvent, files for bankruptcy, makes a general assignment, arrangement or composition for the benefit of its creditors, consents to the appointment of a receiver, administrator or similar official or a resolution is passed for its winding up, official management, liquidation or dissolution).

The Collateral Agent is a subsidiary of Van Eck Associates Corporation and is holding 100 % of the shares in the Issuer VanEck ETP AG. Notwithstanding the before stated, the Collateral Agent is and will act

independently in the context of its function as Collateral Agent under the terms of the Notes, which will also be safeguarded by organisational structures within the Collateral Agent.

Calculation Agency Agreement

A calculation agency agreement (the "**Calculation Agency Agreement**") shall be concluded between the Issuer and the Calculation Agent.

The Calculation Agency Agreement sets out the duties and obligation of the Calculation Agent in relation (i) to making such non-discretionary calculations and give such notices of the outcome thereof as expressly required to be performed by it under the Series Documents, and (ii) as soon as practicable on each date on which or at such time at which the Calculation Agent is expressly required under the Series Documents to calculate any amount, price, rate or value to give any notice relating thereto, making such calculations and delivering such notices expressly required to be given by it (in its capacity as Calculation Agent) in accordance with the Series Documents and obtaining any quotation, rate or value required in connection therewith as soon as reasonably practicable or as otherwise specified in the Series Documents.

The Calculation Agency Agreement also sets out the terms for the appointment and termination of the appointment of the Calculation Agent. The appointment of the Calculation Agent may be terminated: (i) by at least 180 days' prior notice from any party to each other party; (ii) by any party giving prior written notice in writing to the other parties that such party has materially failed to perform its duties and obligations and has failed to remedy such failure within 60 days of being so notified; (iii) by any party giving 90 days prior notice in writing to the other parties prior to the "liquidation" of any one or more Series; or (iv) immediately on the occurrence of certain events, such as where the Calculation Agent becomes incapable of acting, is dissolved, is adjudged bankrupt or insolvent, files for bankruptcy, makes a general assignment, arrangement or composition for the benefit of its creditors, consents to the appointment of a receiver, administrator or similar official or a resolution is passed for its winding up, official management, liquidation or dissolution).

The Calculation Agent is a subsidiary of Van Eck Associates Corporation and is holding 100 % of the shares in the Issuer VanEck ETP AG. Notwithstanding the before stated, the Collateral Agent is and will act independently in the context of its function as Collateral Agent under the terms of the Notes, which will also be safeguarded by organisational structures within the Collateral Agent.

Custody Agreement

On or about the Series Issue Date, the Issuer and the Custodian will enter into an Liechtenstein law governed custody and safekeeping agreement (the "**Custody Agreement**").

The Custody Agreement sets out the duties and obligations of the Custodian and Sub-Custodian in relation to (i) the holding of the Custodied Assets and the Digital Assets acquired by the Issuer and (ii) the basis for the remuneration and indemnification of the Custodian.

A description of the manner in which the Digital Assets will be held on behalf of the Issuer in accordance with the terms of the Custody Agreement is included in the section of this Base Prospectus headed "*Digital Assets Custody*".

Authorised Participant Agreement

An authorised participant agreement (the "**Authorised Participant Agreement**") shall be concluded between the Issuer and each Authorised Participant. Such Authorised Participant Agreement sets out the terms on which an Authorised Participant will act as Authorised Participant in relation to each Series of Notes issued by the Issuer under the Programme. Each Authorised Participant appointed by the Issuer shall enter into an authorised participant agreement on substantially equivalent terms.

The Authorised Participant Agreement sets out the conditions for appointment, resignation (by at least 60 calendar days' prior notice to the Issuer and each other Series Party) and termination (by the Issuer with immediate effect if an Authorised Participant Bankruptcy Event occurs and in any other circumstance by at least 30 calendar days' prior notice, of the appointment of the relevant Authorised Participant, unless there is more than one Authorised Participant, in which case the Issuer may terminate the appointment of any Authorised Participant with immediate effect for a material breach of its obligations which to the extent such breach is capable of being remedied is not remedied within 15 calendar days of the relevant Authorised

Participant becoming aware of, or its receiving notice from the Issuer, the Issuing and Paying Agent or the Collateral Agent of such breach or if the Issuer determines, in good faith and in a commercially reasonable manner, that the conduct of such Authorised Participant is materially detrimental to the reputation or development potential of the business of the Issuer or any other Series Party or the relationships of those entities with third parties). The Authorised Participant Agreement includes an indemnity from the Issuer relating to the representations and warranties given by the Issuer in such agreement.

Operating Procedures Agreement

An operating procedures agreement (the "**Operating Procedures Agreement**") will be concluded between, among others, the Issuer and each Authorised Participants. Any further Eligible Authorised Participant which accedes in respect of the Series after the Series Issue Date will be required to become a party to the Operating Procedures Agreement. The Operating Procedures Agreement will set out the relevant procedures by which any Authorised Participant may subscribe for Notes of a Series from the Issuer, or redeem Notes of a Series to the Issuer.

DIGITAL ASSETS CUSTODY

The following description of the safekeeping arrangements in respect of the Digital Assets consists of a summary and overview of certain provisions of the Custody Agreement relating to a Series of Notes, and is qualified in its entirety by reference to the detailed provisions of each such Custody Agreement.

The Issuer stores each unit of the digital assets (each such unit a "**Digital Asset**") in a digital wallet created and maintained for and on behalf of the Issuer by the Custodian, which is a bank licensed and with domicile in Liechtenstein. The Custodian is responsible for up-to-date safety and security measures with regard to the wallet.

The Custodian provides safekeeping of the Digital Assets based on cryptographic key management infrastructure, an architecture that follows defense-in-depth security principles that includes measures against human error and abuse through insider access. The custody setup ensures that the control of the Digital Assets always remains with the Custodian.

All Digital Assets are wholly or principally held in cold storage. The staked Digital Assets, however, are held under arrangements based on multi-party computation (MPC) custody, strict transaction-approval policies, and industry-standard practices, and remain in segregated custody subject to the security interest granted in favour of the Collateral Agent under the CA Pledge Agreement.

Under the Custody Agreement, the Custodian will credit all Digital Assets properly authorised by the Issuer to the wallets, as applicable. Such credit will be made on the same business day as the transaction is finalised by the relevant network, except that transactions finalised after 16:00 h (Liechtenstein time) may be processed on the next business day.

The Custody Agreement provides that the Issuer will be able to access the wallets via the Issuer's services at all times, in order to check information about the wallet and add and withdraw Digital Assets from the wallets and otherwise use the Custodian's services within the framework of the Terms and Conditions of the Notes and the CA Pledge Agreement. The Custody Agreement further provides that the Issuer's auditors and/or third-party accountants, as well as the Collateral Agent, upon reasonable notice, have inspection rights to visit and inspect the Custodian and the wallets.

The Custodian will, provided that and as long as no Event of Default has occurred, only allow withdrawals from the wallets subject to and in line with the terms of the CA Pledge Agreement. Such withdrawals will be made on the same business day as the transaction is finalised by the relevant network, except that transactions finalised after 16:00 h (Liechtenstein time) may be processed on the next business day.

SECURITY ARRANGEMENTS

The following description of the security arrangements relating to the Programme consists of a summary and overview of certain provisions of the CA Pledge Agreement relating to a Series of Notes, and is qualified in its entirety by reference to the detailed provisions of each such CA Pledge Agreement.

The Issuer's obligations in respect of the Notes of each Series are secured by the **Issuer Security** created by the CA Pledge Agreement relating to such Series and Series Assets.

The Issuer Security created by the CA Pledge Agreement in respect of a Series of Notes is granted to the Collateral Agent as continuing security for the Noteholders.

CA Pledge Agreement

Pursuant to the CA Pledge Agreement relating to a Series of Notes, in respect of that Series the obligations of the Issuer under the Notes shall be secured by a charge in favour of the Collateral Agent, for the benefit of the Noteholders, on:

(i) all sums held now or in the future by or on behalf of the Issuer (including, without limitation, by the Issuing and Paying Agent) to meet payments due in respect of the obligations and duties of the Issuer under the CA Pledge Agreement and the Notes and all rights and claims of the Issuer relating to such sums,

(ii) the Series Assets and any sums of money or other property received or receivable now or in the future by or on behalf of the Issuer from or in context with the Series Assets and all rights and claims of the Issuer with regard to the Series Assets and such sums or property,

(iii) all of the Issuer's rights and claims as against the Custodian, relating to the Notes, and

(iv) all of the Issuer's rights and claims in respect of any sum or property now or in the future standing to the credit of the Series Account,

in each case, to the extent that they relate to such Series of the Notes.

Under the CA Pledge Agreement, the parties agree that the Issuing and Paying Agent, if and to the extent he holds assets for and on behalf of the Issuer, and the Custodian holding the Series Assets in the Series Account(s), will register the charge in favour of the Collateral Agent for the benefit of the Noteholders with regard to the respective accounts and will exclusively comply with the instructions issued by the Collateral Agent with respect to the disposition of the assets held by the Issuing and Paying Agent or the Custodian. The circumstances and manner of issuing such instructions will be further described in the CA Pledge Agreement.

Enforcement of the Issuer Security

The Issuer Security constituted by the CA Pledge Agreement in respect of a Series of Notes will become enforceable if an Event of Default occurs with respect to such Notes. The proceeds of such enforcement will be applied in accordance with the order of priority set out in Condition 5.4 of the Notes.

THE ISSUER

General

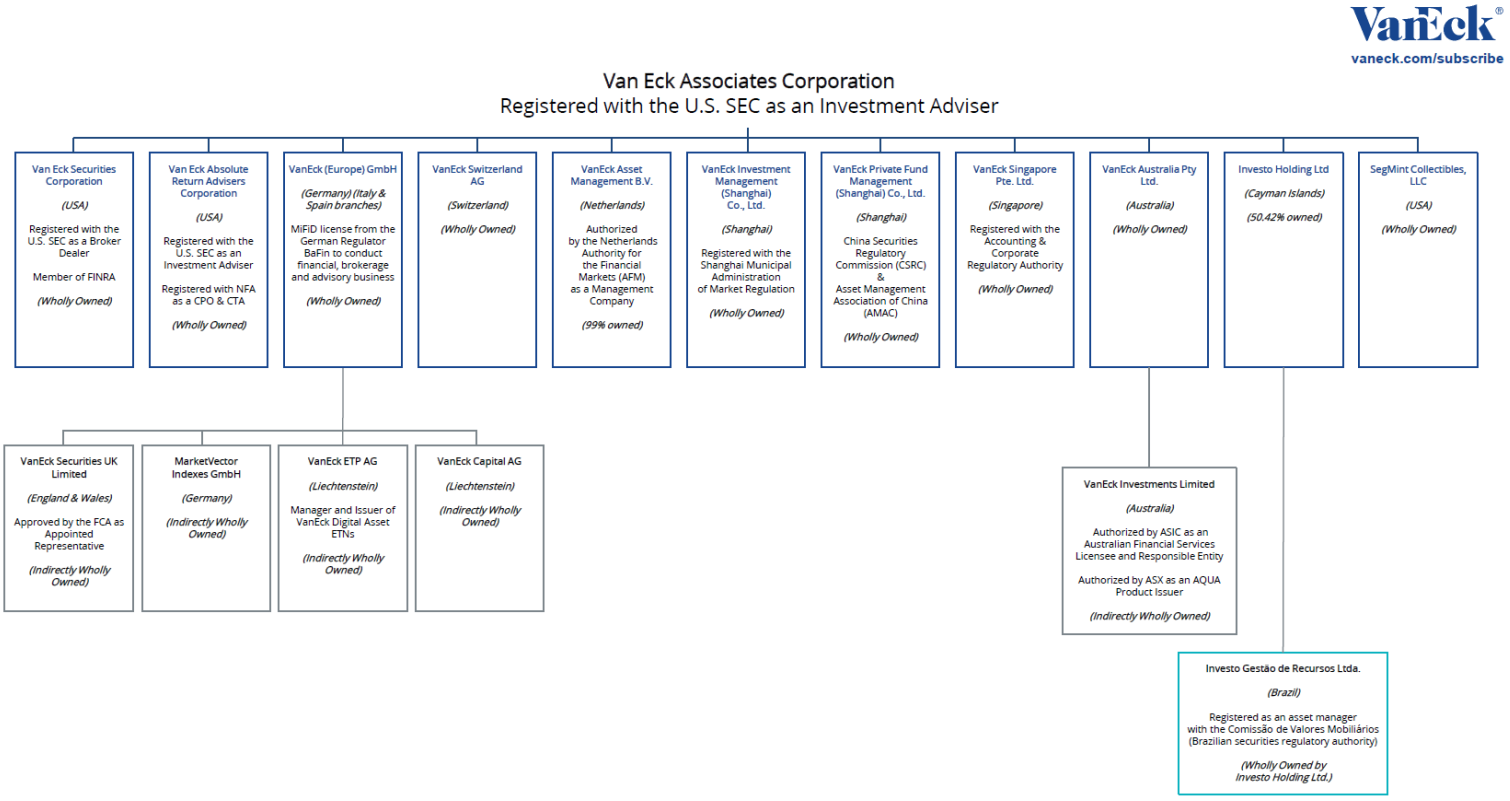
The Issuer was incorporated as VanEck ETP AG on 16.07.2020 as a society limited by shares and is validly existing under the Liechtenstein Persons and Companies Act (with registered number FL-0002.640.173-8).

The Issuer has been established as a special purpose vehicle for the purposes of issuing collateralised exchange traded securities. The Issuer is incorporated and registered in Liechtenstein and operates subject to the laws of Liechtenstein. The registered office of the Issuer is at Schaanerstrasse 99, 9490 Vaduz, Liechtenstein. The LEI (Legal Entity Identifier) of the Issuer is 529900R2B8HNG8H5ED30.

Further information on the Issuer can be found on the website www.vaneck.com. Neither this website nor its contents do form part of this Prospectus.

Share Capital and Shareholders

The Issuer is part of the VanEck group:



The authorised share capital of the Issuer is 50'000 USD divided into 50,000 registered shares of USD 1.00 each (the "**Issuer Shares**"), all of which are issued and fully paid up. The sole shareholder of the Issuer is VanEck (Europe) GmbH, the shares of which are 100 % held by Van Eck Associates Corporation. The shareholding in Van Eck Associates Corporation in turn is split between a number of private trust structures. The Issuer has no subsidiaries.

There has been no material adverse change in the financial position or prospects of the Issuer since the date of its incorporation. Save for the issue of Notes and their related arrangements contemplated in this Base Prospectus, the Issuer has no borrowings or indebtedness in the nature of borrowing and no contingent liabilities or guarantees.

Business

The principal objects of the Issuer are, according to Art 3 of its Articles of Association the issuance of financial instruments such as (but not limited to) the Notes; the acquisition, administration and sale of participations in other entities (including service companies and / or manufacturing companies) in Liechtenstein and abroad; to act as holding company; acquisition, management and sale of real estate and other tangible assets of all kind in Liechtenstein and abroad; commercial transactions of all kind for own and third-party account in Liechtenstein and abroad; processing of financial and legal transactions of all kind in context with the management of the company or useful for its purposes. The Issuer must not perform activities which are subject to a licensing requirement on the basis of specific legal acts and which require a license from the Liechtenstein Financial Markets Authority.

The assets of the Issuer will consist solely of the Series Assets and the issued and paid-up capital of the Issuer and fees. The only assets of the Issuer available to meet claims of Noteholders and other secured creditors of the Issuer are the Series Assets, which are pledged to the Collateral Agent for the benefit of the Noteholders of a specific Series of Notes. The Issuer will be paid a fee for agreeing to issue the relevant Notes. Other than the fees paid to the Issuer, its share capital and any income derived therefrom, there is no intention that the Issuer accumulates surpluses.

The Notes of each Series are direct, limited recourse obligations of the Issuer alone and not of the shareholders, officers, members, directors, employees of the Issuer or any Series Party, any Noteholders or any obligor in respect of any Series Assets. Furthermore, they are not obligations of, or guaranteed in any way by, any of the other Series Parties.

The Issuer will solely issue, market and distribute the securities issued under this programme. Marketing and distribution activities will be conducted by third parties engaged by the Issuer. For this purpose the Issuer will enter into distribution agreements and placement agreements with affiliated entities of the Issuer as well as third parties.

The Issuer will also conduct distribution and marketing activities (through third parties acting on the basis of distribution and placement agreements with the Issuer) in other countries subject to the applicable local marketing and private placement regimes.

Directors

The members of the Board of Directors of the Issuer (Verwaltungsrat) and their respective principal occupations are:

1. **Gijsbert Koning**
   Mr. Koning is Managing Director of VanEck Asset Management B.V. and COO, Europe having its registered office at Barbara Strozilaan 310, 1083 HN, Amsterdam, Netherlands. VanEck Asset Management B.V. is a UCITS management company authorised by the Dutch regulator.

2. **Torsten Hunke**
   Mr. Hunke is Managing Director of VanEck (Europe) GmbH and Head of Legal and Compliance for VanEck in Europe.

3. **Dr. iur. Myriam Gstöhl-Wachter**
   Myriam Gstöhl-Wachter is a tax expert and managing partner of SERATIO Treuunternehmen reg., a trust company regulated in Liechtenstein.

4. **René Felder**
   René Felder is attorney at law in Liechtenstein and senior legal counsel at SERATIO Treuunternehmen reg., a trust company regulated in Liechtenstein.

Conflicts of Interest

The Issuer is a 100 % subsidiary of VanEck (Europe) GmbH, which at the same time serves as the Arranger & Calculation Agent and Collateral Agent in the course of this Programme.

Two of the four members of the Board of Directors of the Issuer are employees of affiliates of Van Eck Associates Corporation in Europe and might therefore be subject to conflicts of interest:

Mr. Torsten Hunke and Mr. Gijsbert Koning are also acting as directors of the Arranger & Calculation Agent VanEck (Europe) GmbH, which serves as Collateral Agent.

Mr. Gijsbert Koning is also acting as the managing director of VanEck Asset Management B.V., a subsidiary of Van Eck Associates Corporation.

However, these members of the Board of Directors are subject to the global and local conflict of interest policies and procedures of Van Eck Associates Corporation. This includes the code of ethics and the policies on gifts and entertainment, personal trading, outside activity, AML and outsourcing.

Furthermore, proper and ethical business operations free of conflicts of interest, which could be to the disadvantage of Noteholders, are safeguarded by the Liechtenstein board members, Ms. Myriam Gstöhl-Wachter and Mr. René Felder, who are independent from and do not have any interests in any of the entities of the VanEck Group (other than the Issuer).

Apart therefrom, there are currently no conflicts of interest between the members of the board of directors of the Issuer and the private interests of the directors.

Financial Statements

The Issuer will publish audited financial statements on an annual basis. The financial year of the Issuer will end on 31 December in each year.

The Issuer has set up audited Financial Statements (inter alia) as per 31.12.2024 and 31.12.2025 which have been established in accordance with the accounting standards according to IFRS and PGR and which are made available at https://www.vaneck.com/etn-financial-statements/financial-statement_2024.pdf/ and https://www.vaneck.com/etn-financial-statements/financial-statement_2025.pdf.

The semi-annual reports will be published on the Issuer's website www.vaneck.com; which have to be made available at the latest 3 month after the end relevant accounting period, currently 30 June.

There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year and there have been no recent significant changes in the Issuer's financial position.

Auditors

The auditors of the Issuer were, from 2020 on, AAC Revision & Treuhand AG of Landstrasse 123, 9495 Triesen. AAC has last audited the Financial Statements of the Issuer as of 31.12.2020. Since March 2022, the auditors of the Issuer are BDO (Liechtenstein) AG, Wuhrstrasse 14, 9490 Vaduz Liechtenstein. BDO has audited the Financial Statements of the Issuer since and including the audited Financial Statements as of 31.12.2021. The auditors are chartered accountants qualified to practise in Liechtenstein and members of the Liechtenstein Association of Chartered Accountants.

Audited financial statements prepared by the Issuer (which will, in each case, be in respect of the period ending on 31 December of the relevant year) can be obtained by Noteholders from the registered office of the Issuer and are also available for inspection at the Liechtenstein Company Register Office. Accounts will be established and audited in accordance with International Financial Reporting Standards (IFRS).

Capitalisation

The following table sets out the audited capitalisation of the Issuer as of 31.12.2025:

USD	**2025**	**2024**
Current Assets		
Investments in intangible assets	*1 '059'878'733*	*1'283'334'048*

Debtors and prepayments	*29'816*		*309'437*	
Cash and bank balances	*15'153'211*		*8'797'448*	
		1'075'061'760		*1'292'440'933*
Total Assets		***1'075'061'760***		***1'292'440'933***
Capital and reserves				
Ordinary Shares USD 1	*50'000*		*50'000*	
Capital contributions reserve	*61'173*		*61'173*	
Reserves	*12'600'724*		*6'978'504*	
		12'711'898		*7'089'677*
Current liabilities				
Provision for taxation	*2 '185'536*		*699'590*	
Creditors and accruals	*1 '058'072*		*1 '321'382*	
Borrowing	*1'059'106'254*		1'283'330'284	
		1'062'349'862		*1'285'351'256*
Total equity and liabilities		***1'075'061'760***		***1'292'440'933***

Annual General Meeting:	The Issuer will hold at least one annual general meeting each year within 6 months from the date of closure of the business year.

THE ARRANGER AND CALCULATION AGENT

The information set out in this section of this Base Prospectus headed "The Arranger and Calculation Agent" has been obtained from VanEck (Europe) GmbH. Such information has been accurately reproduced and, as far as the Issuer is aware and able to ascertain from information published by VanEck (Europe) GmbH, no facts have been omitted that would render the reproduced information inaccurate or misleading. Delivery of this Base Prospectus shall not create any implication that there has been no change in the affairs of VanEck (Europe) GmbH since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

General

VanEck (Europe) GmbH was incorporated in Frankfurt am Main, Germany on 6 March 2009 as a Gesellschaft mit beschränkter Haftung (limited liability company) and is validly existing under the Local Court of Frankfurt am Main, Germany (with registered number HRB 85306). The LEI of the Arranger and Calculation Agent ist 254900T3EPF7PNF9PI15.

VanEck (Europe) GmbH is a wholly owned subsidiary of Van Eck Associates Corporation.

The registered office of VanEck (Europe) GmbH is at Kreuznacher Str. 30, 60486 Frankfurt, Germany.

Management

The Directors of VanEck (Europe) GmbH are:

Mr. Torsten Hunke, Managing Director

Mr. Gijsbert Koning, Managing Director

Mr. Martijn Rozemuller, Managing Director

Business

The principal activity of VanEck (Europe) GmbH mainly comprises in supporting VanEck’s subsidiaries and in marketing and sales support of VanEck’s UCITS.

The Notes are obligations of the Issuer alone and not of VanEck (Europe) GmbH.

THE COLLATERAL AGENT

The information set out in this section of this Base Prospectus headed "The Collateral Agent" has been obtained from VanEck (Europe) GmbH. Such information has been accurately reproduced and, as far as the Issuer is aware and able to ascertain from information published by VanEck (Europe) GmbH, no facts have been omitted that would render the reproduced information inaccurate or misleading. Delivery of this Base Prospectus shall not create any implication that there has been no change in the affairs of VanEck (Europe) GmbH since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

General

VanEck (Europe) GmbH was incorporated in Frankfurt am Main, Germany on 6 March 2009 as a Gesellschaft mit beschränkter *Haftung* (limited liability company) and is validly existing under the Local Court of Frankfurt am Main, Germany (with registered number HRB 85306).

VanEck (*Europe*) GmbH is a wholly owned subsidiary of Van Eck Associates Corporation.

The *registered* office of VanEck (Europe) GmbH is at Kreuznacher Str. 30, 60486 Frankfurt, Germany.

Management

The *Directors* of VanEck (Europe) GmbH are:

Mr. *Torsten Hunke*, Managing Director

Mr. *Gijsbert Koning*, Managing Director

Mr. *Martijn Rozemuller*, Managing Director

Business

The principal activity of VanEck (Europe) GmbH mainly comprises in supporting VanEck's subsidiaries and in marketing and sales support of VanEck's UCITS.

The Notes are obligations of the Issuer alone and not of VanEck (Europe) GmbH.

THE CUSTODIAN

The information set out in this section of this Base Prospectus headed "The Custodian" has been obtained from Bank Frick & Co AG. Such information has been accurately reproduced and, as far as the Issuer is aware and able to ascertain from information published by Bank Frick & Co AG, no facts have been omitted that would render the reproduced information inaccurate or misleading. Delivery of this Base Prospectus shall not create any implication that there has been no change in the affairs of Bank Frick & Co AG since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

Bank Frick & Co AG is a Liechtenstein licensed bank and custodian which has been established in the legal form of a society limited by shares on 21.12.1998 and registered in the Liechtenstein Company Register with register number FL-0001.548.501-4. The domicile of the Custodian is at Landstrasse 14, 9496 Balzers, Principality of Liechtenstein.

Liechtenstein is a jurisdiction with a blockchain and crypto regulation which took effect on January 1, 2020. As a bank and crypto custodian in Liechtenstein, Bank Frick & Co AG must comply with the applicable regulation, capital requirements and detailed reporting standards. Bank Frick & Co AG's is an experienced crypto custodian and provides services that adhere to the relevant blockchain and cryptocurrency regulations and a stringent regulatory framework and capital requirements.

Bank Frick & Co AG is subject to European and/or Liechtenstein legal regulations on anti-money laundering, and the combating of organised crime and financing of terrorism. Bank Frick & Co AG is legally obliged to examine the tokens to be held in custody, particularly with regard to their origin, source and authenticity, and to check for any possible blocking flags. This examination must be conducted both prior to and during the period of custody. Bank Frick & Co AG may also conduct forensic examinations and any other investigations it deems necessary. All transactions are subject to applicable anti-money laundering laws.

Bank Frick & Co AG offers its services mainly to financial intermediaries. It has expertise in the area of tailored fund solutions and specialises blockchain banking services. The technology used for Digital Asset Custody is considered one of the most secure solutions available in the market. This is a key factor as several cold wallet solutions exist. Furthermore, Bank Frick applies a range of mitigating measures to reduce the cyber security risk, custody risk and to apply very high anti money laundering standards to reduce legal, compliance and reputational risk for clients and intermediaries.

The Board of Directors of the banks is formed by Dr. Mario Frick, Roland Frick, Rolf Jermann, Herman Kotzé and Michael Kramer, the managing directors of Bank Frick & Co AG are Edi Wögerer, Michael Dolzer and Melanie Mündle.

Further information on the bank can be found on its website www.bankfrick.li. Neither this website nor its contents do form part of this Prospectus.

AUTHORISED PARTICIPANTS

As per the date of this Prospectus, the Issuer has entered into Authorised Participant Agreements with the following Authorised Participants:

Flow Traders B.V.
Flow Traders B.V., located at Jacob Bontiusplaats 9, 1018 LL, Amsterdam, The Netherlands, is a private limited liability company operating under the laws of the Netherlands. It is registered with the Netherlands Chambers of Commerce under register number 33223268.

Flow Traders B.V. engages in trading financial instruments with both professional and retail clients and acts as a Market Maker as well as Authorised Participant for the Issuer.

Jane Street Financial Limited
Jane Street Financial Limited, located at 2 and a Half Devonshire Square, London EC2M 4UJ, United Kingdom, is a private limited company operating under UK law. It is registered with the UK Companies House under company number 06211806.

Jane Street Financial Limited engages in trading financial instruments with both professional and retail clients and acts as a Market Maker as well as Authorised Participant for the Issuer.

GTX UK LLP
GTX UK LLP, located at 11th Floor, Tower 42, 25 Old Broad Street, London EC2N 1HQ, United Kingdom, is a limited liability partnership operating under UK law. It is registered with the UK Companies House under company number OC316522.

DRW Europe B.V.
DRW Europe B.V., located at Locatellikade 1, Floor 7, 1076 AZ, Amsterdam, The Netherlands, is a private limited liability company operating under the laws of the Netherlands. It is registered with the Netherlands Chambers of Commerce under register number 72017163.

Virtu Financial Ireland Limited
Virtu Financial Ireland Limited, located at 91/92 N Wall Quay, North Wall, Dublin, Ireland, is a private limited company operating under Irish law. It is registered with the Companies Registration Office under registration number 471719.

Any change in Authorised Participant list will be published on the Issuer's website (www.vaneck.com). The website referred does not form part of this Base Prospectus.,

TAX WARNING

It is recommended that prospective investors consult their own professional advisers concerning the possible tax consequences of buying, holding or selling any Notes under the applicable laws of their country of citizenship, residence or domicile. Investors should be aware that the tax legislation of the investor's domicile as well as the Issuer's country of incorporation (Liechtenstein) may have an impact on the income received from the securities.

SUBSCRIPTION AND SALE

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

General

These selling restrictions may be modified by agreement between the Issuer and the Authorised Participants following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

None of the Issuer or any Authorised Participant represents that the Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Each Authorised Participant agrees in the relevant Authorised Participant Agreement that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Authorised Participant shall have responsibility therefor.

United States

The Notes have not been and will not be registered under the Securities Act, as amended, or the securities laws of any state or other jurisdiction of the United States, or with any securities regulatory authority of any state or other jurisdiction of the United States and the Issuer has not and will not be registered under the Investment Company Act. Notes may not be legally or beneficially owned by any U.S. person at any time nor offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Authorised Participant represents and agrees in the relevant Authorised Participant Agreement, and each further Authorised Participant appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer and sell Notes at any time, directly or indirectly, within the United States or its possessions or for the account or benefit of (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"), (ii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the U.S. Commodity Futures Trading Commission (the "**CFTC**") pursuant to the United States Commodity Exchange Act of 1936, as amended, (iii) a person other than a "Non-United States person" as defined in CFTC Rule 4.7, or (iv) a "United States person" as defined in the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, in each case, as such definition may be amended, modified or supplemented from time to time. Each Authorised Participant has further represented and agreed that it has not offered, sold or delivered and will not offer, sell or deliver the Notes except in accordance with Rule 903 of Regulation S under the Securities Act, and that none of it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to such Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Offering materials for the offering of the Notes have not been filed with or approved or disapproved by the United States Securities and Exchange Commission or any other state or federal regulatory authority, nor has any such regulatory authority passed upon or endorsed the merits of this offering or passed upon the accuracy or completeness of any offering materials. Any representation to the contrary is unlawful.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a "**Relevant Member State**"), each Authorised Participant represents and agrees in the relevant Authorised Participant Agreement, and each further Authorised Participant appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Regulation is applicable in that Relevant Member State (the "**Relevant implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(i) if the applicable Final Terms in relation to the Notes specify that an offer of those Notes may be made by the Authorised Participant(s) other than pursuant to Article 3(2) of the Prospectus Regulation in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of the Base Prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period (if any) beginning and ending on the dates (if any) specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Authorised Participant or Authorised Participants nominated by the Issuer for any such offer; or

(iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Regulation,

provided that no such offer of Notes referred to in paragraphs (ii) to (iv) above shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of the provision above, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Regulation in that Member State, the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (incl. delegated acts such as Commission Delegated Regulations (EU) 2019/979 and 2019/989) , and includes any relevant implementing measure in the Relevant Member State.

United Kingdom

Each Authorised Participant represents and agrees in the Authorised Participant Agreement, and each further Authorised Participant appointed under the Programme will be required to represent and agree, that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

GENERAL INFORMATION

The Issuer
VanEck ETP AG
Schaanerstrasse 99
9490 Vaduz
Liechtenstein

1. **Authorisation**
The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme. The establishment of the Programme was authorised by a resolution of the Board of Directors passed on 22 September 2020, the prolongation of the Programme on the basis of this Base Prospectus has been resolved by the Board of Directors on 25 June 2026.

2. **No significant change**
Save as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer and no material adverse change in the financial position or prospects of the Issuer since its incorporation.

3. **Legal and arbitration proceedings**
The Issuer is not nor has it been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) since its incorporation which may have, or have had in the recent past, significant effects on its financial position or profitability.

4. **Clearing**
Notes may be accepted for clearance through any Relevant Clearing System including Euroclear and Clearstream Banking Frankfurt systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

5. **Information from third parties**
Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

6. **Approval of the programme**
Each Series of Notes that is to be listed and admitted to trading on a stock exchange and regulated or unregulated market within the EEA or abroad for certain Series of Notes issued on the basis of this Base Prospectus will be admitted separately as and when issued, subject only to the issue of Notes initially representing the Notes of such Series. The approval by the FMA of this Base Prospectus in respect of the Notes was granted on 31 August 2026.

7. **Post-issuance information**
The issue price and the amount of the relevant Notes to be issued in each Series will be determined, before filing of the relevant Final Terms of each Series, based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any of the Indices or issues of Notes.

8. **Information incorporated by reference**
The information in the following documents are incorporated by reference and shall form part of, this Base Prospectus:

Document	Page Reference

1. **The Issuer's audited financial statements for the year ended on 31 December 2025**

Auditors' report	7
Statement of financial position	10
Statement of profit or loss and other comprehensive income	11
Statement of changes in equity	12
Statement of cash flows	13
Notes to the financial statements	14 - 41

2. **The Issuer's unaudited semi-annual statements for the period of 1 January 2025 – 30 June 2025**

Statement of financial position	7
Statement of profit or loss and other comprehensive income	8
Statement of changes in equity	9
Statement of cash flows	10
Notes to the financial statements	11 - 33

3. **The Issuer's audited financial statements for the year ended on 31 December 2024**

Auditors' report	6
Statement of financial position	12
Statement of profit or loss and other comprehensive income	13
Statement of changes in equity	14
Statement of cash flows	15
Notes to the financial statements	16 - 52

Only certain parts of the documents incorporated by reference are included within this Base Prospectus. Any non-incorporated parts of a document referred to herein are either not relevant for investors or are otherwise covered elsewhere in this Base Prospectus. Any documents which are themselves incorporated by reference into the documents listed above shall not form part of this Base Prospectus.

9. **Documents available**

For so long as Notes remain outstanding, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the registered office of the Issuer and at the registered office of the Collateral Agent in printed form:

(A) the Issuer's memorandum of association & Company Register Extracts;

(B) the Issuer's audited financial statements as per the end of a financial year;

(C) the Final Terms in respect of each Series of Notes.

The documents (B) and (C) can further be inspected and downloaded at any time at the website of the Issuer at www.vaneck.com.

10. **Auditor**

BDO (Liechtenstein) AG, audits the accounts of the Issuer. BDO (Liechtenstein) AG, has no material interest in the Issuer. BDO (Liechtenstein) AG, is a member of the Liechtenstein Association of Chartered Accountants.

11. **Website**

Any website mentioned in this Base Prospectus or the contents thereof does not form part of the prospectus prepared for the purpose of seeking approval by the Liechtenstein FMA.

Represented by

Myriam Gstöhl-Wachter



Myriam Gstöhl-Wachter

Gijsbert Koning